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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN
AND FOR PALM BEACH COUNTY,
FLORIDA

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

Plaintiff,

vs.

AVCO CORPORATION; LYCOMING ENGINES;
AVCO LYCOMING-TEXTRON WILLIAMSPORT;
AVSTAR FUEL SYSTEMS, INC.,

Defendants.

CASE NO.:

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, ANGELA K. GENTRY, Individually and as Executrix of the Estate of TROY LEE GENTRY hereby files this Complaint against Defendants, AVCO CORPORATION; LYCOMING ENGINES; AVCO LYCOMING-TEXTRON WILLIAMSPORT; and AVSTAR FUEL SYSTEMS, INC, an in support thereof, states as follows:

THE PARTIES

1. This lawsuit arises from the crash of a Schweizer 269C-1 helicopter bearing United States Registration Number N204HF (the "accident helicopter") that crashed on September 8, 2017 and resulted in the death of passenger Troy Lee Gentry as well as the helicopter's pilot.

PLAINTIFFS

2. Plaintiff, Angela K. Gentry, is a citizen and resident of Tennessee, the Executrix of the Estate of Troy Lee Gentry, deceased, and his widow.

3. The survivors and beneficiaries of a recovery for the wrongful death of Troy Gentry are: his wife, Angela Gentry, his minor daughter, Kaylee Gentry and his adult daughter Taylor Gentry.

4. As a result of the death of Troy Gentry, Angela Gentry, the surviving spouse, suffered the loss of his support and services, decedent's net income and the replacement value of the decedent's services, loss of the decedent's companionship and protection, mental pain and suffering from, and medical and funeral expenses due to the decedent's injury and death.

5. As a result of the death of Troy Gentry, his Estate suffered a loss of earnings and net estate accumulations, and incurred medical and funeral expenses.

6. As a result of the death of Troy Gentry, Kaylee Gentry suffered the loss of his support and services, the decedent's net income and the replacement value of the decedent's services, loss of parental companionship, instruction, and guidance, and mental pain and suffering.

7. As a result of the death of Troy Gentry, Taylor Gentry suffered the loss of his support and services, the decedent's net income and the replacement value of the decedent's services, loss of parental companionship, instruction, and guidance, and mental pain and suffering.

8. As a direct and proximate result of the accident which was caused by the misconduct of the Defendants as set forth herein, Plaintiff, Angela Gentry, individually and as Executrix of the Estate of Troy Gentry, deceased, demands recovery for herself, her children and anyone entitled under the applicable 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, Kaylee Gentry and Taylor Gentry.

9. Defendant Avco Corporation (“Avco”) is a Delaware corporation and maintains a principal place of business at 652 Oliver Street, Williamsport, Pennsylvania, 17701, and a registration filed with the Pennsylvania Secretary of State.

10. Defendant Lycoming Engines (“Lycoming”) is an operating division of Avco with a separate legal existence as type certificate holder and production certificate holder of aircraft piston engines, including the accident engine, and maintains its principal place of business at 652 Oliver Street, Williamsport, Pennsylvania, 17701.

11. Defendant Avco Lycoming-Textron Williamsport (“Avco LTW”) is a branch of Avco Corporation and maintains its principal place of business at 400 Airport Road, Montoursville, Pennsylvania, 17754.

12. At all times relevant, Defendants Avco, Lycoming, and Avco LTW (collectively referred to hereinafter as “Lycoming” or the “Lycoming Defendants”) designed, manufactured, tested, inspected, trained, advertised, marketed, warranted, distributed, licensed, sold, supplied, overhauled and/or rebuilt the Lycoming HO-360-C1A model engine and its components, including but not limited to the carburetor, carburetor float system, and fuel delivery system.

13. As such, Lycoming had responsibility for the design and safety of its engines and components selected and used as specified by Lycoming, and for providing instructions on maintenance, repair, replacement, inspections, warnings, and other information, and matters of their continuing airworthiness.

14. The Lycoming defendants manufactured and designed the accident helicopter's engine, and contracted with the AvStar defendant in Florida for the purchase and supply of the accident engine's carburetor.

15. In addition, the Lycoming defendants are the designers, manufacturers, Type Certificate holder of the accident model engine, and as such bear responsibility for issuing continuing airworthiness instructions.

16. The Lycoming defendants, in designing the accident engine, specified the use of a HA-6 model carburetor, which they sourced from AvStar.

17. The accident carburetor was supplied by Lycoming's preferred supplier, AvStar Fuel Systems, Inc.

18. Defendant AVStar Fuel Systems, Inc. ("Avstar") is a Florida corporation and maintains a principal place of business at 1365 Park Lane South, Jupiter, Florida, 33458.

19. Avstar is the Parts Manufacturer Approval holder, distributor, licensee, designer, manufacturer, supplier, seller, and/or overhauler of carburetors, carburetor floats, needle valve and seat, and carburetor parts, for Lycoming engines.

20. As such, Avstar assumed responsibility for the design and safety of the carburetor, carburetor float system, needle valve and seat and/or carburetor parts, as well as responsibility for providing instructions on maintenance, overhaul, repair, replacement, inspection, and other information with respect to its products, and matters of their continuing airworthiness.

JURISDICTION AND VENUE

21. This is an action for wrongful death pursuant to Chapter 768, Florida Statutes, and other causes of action in which damages exceed \$15,000.00, exclusive of attorney's fees, costs and interest.

22. None of the claims made hereinafter are barred by any Federal or State statute of repose

23. Venue is proper in Palm Beach County in that the Defendants regularly conduct business in this County and/or all acts of omissions complained of herein occurred in Palm Beach County, Florida.

24. All defendants maintain systematic and continuous contacts with Florida, therefore jurisdiction is proper.

25. Further, jurisdiction is proper under the Florida Long Arm Statute and the Due Process Clause of the United States Constitution.

26. This Court has *in personam* jurisdiction over all Defendants.

27. All Defendants avail themselves of business opportunities within the State of Florida.

FACTUAL BACKGROUND

28. On September 8, 2017, Herlihy Helicopters, under the direction of the G&C defendants operated a Schweizer Model 269C-1 helicopter.

29. On that day, country music celebrity, Troy Lee Gentry, was at the airport preparing for a concert to take place that evening.

30. He was approached by an employee of G&C/Herlihy Helicopters and asked whether he wished to take a sightseeing tour of the area.

31. Always eager to please his fans and without any knowledge whatsoever of the age, condition, or maintenance history of the helicopter, Gentry agreed.

32. Immediately after takeoff the pilot radioed that the throttle was stuck in the maximum power position and he could not return for a normal landing.

33. Radio consultations with other employees of G&C/Herlihy Helicopters resulted in a decision to shut down the engine and perform an autorotation to landing at the airport on the runway.

34. In order to effectively and safely conduct an autorotation, particularly in the event of the engine running at an uncommanded setting, the overrunning clutch must engage and allow the rotor blades to free-wheel separate from the engine input.

35. Free-wheeling of the rotor blades is essential to a successful autorotation as they must speed up unimpeded by any restrictions independently of the engine's output.

36. Also critical to a successful autorotation is that the collective lever in the helicopter be lowered fully, so that the rotors can generate sufficient RPM for the autorotation maneuver.

37. The helicopter climbed to an altitude of about 950 feet, and the engine was shut down using the mixture control, i.e. shutting off the gas.

38. It is further critical that the engine properly disengage from the rotor drive system, and allow the rotor blades to enter an autorotation for this maneuver to be successful.

39. In the period after the engine was shut down, the helicopter fell like a brick and the rotors did not speed up as required for a successful autorotation.

40. The engine did not properly disengage due to the fact its carburetor did not allow it to slow enough for the rotor system to enter an autorotation.

41. The helicopter plummeted to the earth and crashed in an unimproved area short of Runway 1, which was full of uneven ground and obstructions, which impacted serious injuries which were fatal after the impact.

42. Post-accident investigation of the AvStar carburetor, which the Lycoming defendants specify must equip the accident engine, confirms that its needle valve seat was extremely worn by the needle valve.

43. The needle valve itself shows burrs and manufacturing marks that never should have been present, and would have allowed it to stick and prevent the proper functioning of the carburetor.

DAMAGES CLAIMED

44. As a consequence of the product defects and conduct of the defendants as outlined herein, the Plaintiff's decedent, her husband Troy Lee Gentry, died as a consequence of multiple traumatic injuries after the crash occurred.

45. The damages claimed are all those available under the wrongful death and survival statutes of all States with an interest in his death including but not limited to net accumulations, fear of impending death by mutilation, post-crash pain and suffering, loss of care, comfort, companionship and consortium and injury to include pain and suffering that preceded his demise.

46. The beneficiaries of such damages are his wife Angela K. Gentry, their daughter Kaylee and Troy's daughter Taylor.

COUNT I (WRONGFUL DEATH/NEGLIGENCE) *Plaintiff v. The Lycoming and AvStar Defendants*

47. Plaintiff incorporates by reference all Paragraphs above as though set forth at length hereinafter and makes the following claim in cumulative of or in the alternative to all other causes of action plead.

48. The negligence of the Lycoming and Avstar 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 the accident engine and carburetor.

c. Failing to provide emergency instructions for resolving jammed throttles or stuck floats.

d. 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.

e. 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.

f. Failing to give adequate maintenance instructions for the main rotor system overrunning clutch.

g. 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

h. Failing to give instructions on engine restart if rotor system does not release from the engine when it is at high power.

i. Failing to issue sufficiently comprehensive instructions for continuing airworthiness for the carburetor and carburetor rigging.

j. Failing to carefully review Service Difficulty Reports, Service Information Reports, and accident/incident data.

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

l. Failing to provide an airstart procedure.

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

49. As a direct result of the negligence of these Defendants, the carburetor and engine malfunctioned during the accident flight, the result of which was the inability of the pilot to complete an autorotation and safely land.

50. As a further direct and proximate result of the foregoing negligence of the Defendants:

- a. Angela Gentry, as surviving spouse, suffered damages as stated above;
- b. Angela Gentry, as Executrix of the Estate of Troy Gentry, suffered damages as stated above;
- c. Kaylee Gentry, as survivor of Troy Gentry, suffered damages as stated above;
- d. Taylor Gentry, as survivor of Troy Gentry, suffered damages as stated above.

WHEREFORE, Plaintiffs demand judgment against these Defendants for all damages permitted by law, plus costs and interest, and requests trial by jury of all issues triable as a right by a jury.

COUNT II
(WRONGFUL DEATH/STRICT LIABILITY)
Plaintiff v. The Lycoming and AvStar Defendants

51. Plaintiff incorporates by reference all Paragraphs above as though set forth at length hereinafter and makes the following claim in cumulative of or in the alternative to all other causes of action plead.

52. The Lycoming and AvStar Defendants are in the business of designing, inspecting, testing, distributing, selling, supplying, overhauling, rebuilding, servicing, supporting, maintaining and/or repairing and selling engines and carburetors for use in aircraft and helicopters, and are the type certificate holders and/or production certificate holders responsible for ensuring continuing airworthiness for the accident model helicopter's engine and carburetor.

53. The Lycoming and AvStar defendants designed, developed, manufactured, assembled, inspected, distributed, sold supplies, overhauled, rebuilt, serviced, supported, maintained, modified and/or repaired the accident helicopter engine and carburetor, as detailed herein, which were, defective and unreasonably dangerous.

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

55. The helicopter engine and carburetor, as detailed herein, were in the same condition as when first sold.

56. Continuing airworthiness means that the Defendants must receive Service Difficulty Reports, make returned parts examinations from helicopters, 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 engine and carburetor.

57. The Defendants were also obligated to make regular and necessary changes to the Operating Manual for the engine and failed to do so.

58. As a direct result of the failure of the 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.

59. 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.

60. As a direct and proximate result of the acts and omissions by these defendants, the carburetor and engine malfunctioned during the accident flight, the result of which was the inability of the pilot to complete an autorotation and safely land.

61. As a further direct and proximate result of the foregoing conduct of the Defendants:

- a. Angela Gentry, as surviving spouse, suffered damages as stated above;
- b. Angela Gentry, as Executrix of the Estate of Troy Gentry, suffered damages as stated above;
- c. Kaylee Gentry, as survivor of Troy Gentry, suffered damages as stated above;
- d. Taylor Gentry, as survivor of Troy Gentry, suffered damages as stated above.

WHEREFORE, Plaintiffs demand judgment against these Defendants for all damages permitted by law, plus costs and interest, and requests trial by jury of all issues triable as a right by a jury.

COUNT III
(WRONGFUL DEATH/BREACH OF CONTRACT)
Plaintiff v. The Lycoming and AvStar Defendants

62. Plaintiff incorporates by reference all Paragraphs above as though set forth at length hereinafter and makes the following claim in cumulative of or in the alternative to all other causes of action plead.

63. Defendants Lycoming and AvStar were contracted to supply the engine and carburetor, supply parts and for repairs and inspections on the accident helicopter.

64. The invoices evidencing this contract are in the possession of the defendants, but the work is memorialized in log book entries.

65. Arising from the contracts for supply of goods and services, Plaintiff's Decedent, an intended occupant and passenger, was the actual beneficiary, third party beneficiary, and class of persons intended to be protected by the contracts.

66. Lycoming and AvStar had a contractual obligation which ran to Plaintiff's Decedent to ensure that the goods they supplied were suitable and fit for use in the accident helicopter.

67. In addition, there defendants did contract that such goods were of such a quality that they would last their intended overhaul period without premature failure.

68. These defendants were contractually obligated to return the accident helicopter back to service in a safe and airworthy condition, and failed to do so.

69. The benefits which should have run to Plaintiff's decedent were the benefits of a safe and airworthy engine and carburetor which Plaintiff's Decedent was asked by an employee of Herlihy and G&C.

70. In breach of these contracts and the duties and benefits intended to run to Plaintiff's Decedent, Lycoming and AvStar did the following:

a. supplied, maintained, repaired, troubleshot, installed, inspected and/or returned to service the accident engine and carburetor when they knew or should have known that the each was not airworthy;

b. supplied, maintained, repaired, troubleshot, installed, inspected, tested and/or returned to service the accident helicopter with an engine and carburetor that was in a deteriorated condition;

c. failed to properly follow necessary maintenance and inspection instructions for the safe operation of the accident helicopter;

e. failed to identify all defects and deficiencies in the accident helicopter's engine and carburetor;

71. As a direct and/or proximate result of the foregoing breaches of contract, the accident aircraft crashed and Plaintiff's decedent was killed.

72. As a further direct and proximate result of the foregoing conduct of the Defendants:

a. Angela Gentry, as surviving spouse, suffered damages as stated above;

b. Angela Gentry, as Executrix of the Estate of Troy Gentry, suffered damages as stated above;

c. Kaylee Gentry, as survivor of Troy Gentry, suffered damages as stated above;

d. Taylor Gentry, as survivor of Troy Gentry, suffered damages as stated above.

WHEREFORE, Plaintiffs demand judgment against these Defendants for all damages permitted by law, plus costs and interest, and requests trial by jury of all issues triable as a right by a jury.

COUNT IV
(WRONGFUL DEATH BREACH OF EXPRESS AND IMPLIED WARRANTIES)
Plaintiff v. The Lycoming and AvStar Defendants

73. Plaintiffs incorporate by reference all previous and subsequent paragraphs of this Complaint as though fully set forth herein.

74. Defendants are now, and was at all times material hereto, merchants engaged in the business of designing, manufacturing, inspecting, testing, distributing, licensing, servicing, selling, supplying, supporting, repairing, overhauling, maintaining, and assembling engines, carburetors, float assemblies, carburetor components, gaskets, components and parts, as well as associated operation, repair, overhaul, installation and product support materials.

75. Defendants described and advertised its goods for sale, including the engine, fuel delivery system and its carburetor. Such descriptions and advertisements included, but were not limited to, advertising brochures, instructions, manuals, specification sheets, and other product statements.

76. These descriptions and affirmations concerning the goods resulted in express warranties that the goods were as described and safe for their intended use.

77. In addition, Defendants provided an express warranty for the engine and carburetor and fuel delivery system, when they first sold them.

78. These descriptions, representations, and affirmations resulted in oral and written express and implied warranties which regard the engine, carburetor and fuel delivery system, utilized in the accident aircraft.

79. Defendants expressly and impliedly warranted that the accident aircraft's engine, fuel delivery system, and carburetor would operate safely and were airworthy.

80. These descriptions, affirmations, and express warranties became part of the bases of the bargain of their sales and said warranties ran to Plaintiff's decedent and Plaintiff both directly and as third party beneficiaries.

81. Plaintiff's decedent further relied upon these warranties in boarding the accident aircraft.

82. As a result of the sales activities, Defendants expressly and impliedly warranted its individual goods were merchantable, fit for their ordinary purpose, properly labeled and packaged for sale and installation, and conformed to the promises and affirmations of fact made on their containers and labels. These implied warranties ran from Defendants to Plaintiff's decedent.

83. Because Defendants are merchants as to its goods offered for sale, there arises as a result of the "course of dealings" and "usage of trade" an implied warranty that each of their individual goods is safe. These implied warranties ran to Plaintiff's decedent.

84. By selling defective goods, Defendants breached its express warranties and the implied warranties of merchantability and fitness for particular purpose and the implied warranties arising from the course of dealings and usage of trade. These breaches included selling a defective carburetor which did not allow proper operation of the accident helicopter, as detailed herein.

85. As a direct result of these failures and design defects, the accident aircraft was unreasonably dangerous, defective and caused the airplane to crash which resulted in the death of Troy Gentry, permanent injuries and resulting pain and suffering, disability, disfigurement,

scarring, mental anguish and loss of capacity for the enjoyment of life. Troy Gentry suffered said losses and the Estate of Troy Gentry is entitled to recover those damages.

86. As a further direct and proximate result of the foregoing breaches by the Defendants:

- a. Angela Gentry, as surviving spouse, suffered damages as stated above;
- b. Angela Gentry, as Executrix of the Estate of Troy Gentry, suffered damages as stated above;
- c. Kaylee Gentry, as survivor of Troy Gentry, suffered damages as stated above;
- d. Taylor Gentry, as survivor of Troy Gentry, suffered damages as stated above.

WHEREFORE, Plaintiffs demand judgment against these Defendants for all damages permitted by law, plus costs and interest, and requests trial by jury of all issues triable as a right by a jury.

JURY DEMAND

Plaintiffs demand trial by jury on all of the above counts.

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