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UNITED STATES DISTRICT COURT
DISTRICT OF HAWAI'I

MICHELLE MAURICE, Individually and as Personal Representative of the Estate of DANIEL MAURICE, Deceased;)	CV _____
)	
)	Related to: 1:24-cv-00032-JSM-KJM
)	
Plaintiff,)	Related to: 1:24-cv-0018-LEK-WRP
)	
vs.)	
)	COMPLAINT FOR WRONGFUL
SIKORSKY AIRCRAFT CORPORATION, DOES 1 - 100)	DEATH, SURVIVAL, AND PERSONAL
)	INJURY
)	
Defendants.)	DEMAND FOR JURY TRIAL

COMES NOW Plaintiff MICHELLE MAURICE, Individually and as Personal Representative of the Estate of DANIEL MAURICE, Deceased, who complain against Defendants, and each of them, and for Causes of Action alleges as follows:

JURISDICTION AND VENUE

1. As is hereinafter more fully set forth, the helicopter incident which gave rise to this lawsuit (“the subject incident”) satisfies the requirements for admiralty tort jurisdiction set forth in *Grubart v. Great Lakes Dredge & Dock Co.*, 513 U.S. 527, 534 (1995) in that:

a. The torts that caused the subject incident occurred and accrued upon and above the navigable waters of the Pacific Ocean within the territorial waters of the State of Hawai’i less than one marine league from the shores of the Island of Kauai, in accordance with the principles set forth in *Lu Junhong v. Boeing*, 792 F.3d 805 (7th Cir. 2015);

b. The subject incident had a potentially and indeed an actually disruptive impact on maritime commerce;

c. At least one of the Defendants (in this case and related cases) was engaged in activity substantially related to traditional maritime commerce activity, and;

d. The operation, mission, and activity of the helicopter involved in the subject incident comprised traditional maritime activity.

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §1333.

3. In the alternative, this Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332(a)(1), involving parties who are citizens of different states, and involving an amount in controversy exceeding \$75,000.00, exclusive of interest and costs.

4. In filing this Complaint, Plaintiff specifically reserves all rights pursuant to the "Savings to Suitors" clause, 28 U.S.C. §1333, and all state law remedies, including their constitutional right to a trial by jury. In filing this Complaint, Plaintiff also specifically reserves her substantive right under state law to plead Does in order to obtain the benefit of the relation back doctrine, pursuant to *Lindley v. General Electric Co.*, 780 F.2d 979 (9th Cir. 1986).

5. Venue is proper under 28 U.S.C. § 1391(b)(2) in that the acts and omissions complained of herein occurred within the Federal Judicial District of Hawai’i, including the subject helicopter incident and related damages.

6. The District of Hawai’i possesses both general and specific personal jurisdiction

over Defendant SIKORSKY AIRCRAFT CORPORATION, in that Defendant SIKORSKY AIRCRAFT CORPORATION regularly transacts business in the State of Hawai'i, avails itself of the protections of the laws of the State of Hawai'i, and has done both in the activities giving rise to this case.

PARTIES

7. Plaintiff MICHELLE MAURICE (“Plaintiff MAURICE”) is, and at all relevant times herein was, a citizen and resident of the State of Washington. Plaintiff is also the spouse of DANIEL MAURICE, Deceased (“Decedent MAURICE”) as that term is used in 46 U.S.C. §30302 and incorporated into general maritime law. Plaintiff MAURICE is the Executor and duly designated “personal representative” of Decedent MAURICE’s Estate, as that phrase is used in 46 U.S.C. § 30302 and incorporated into general maritime law. Plaintiff MAURICE brings this action individually, on her own behalf, and in her capacity as Decedent MAURICE’s personal representative, for the benefit of all wrongful death and survivor action beneficiaries, including herself.

8. Decedent MAURICE, was born in January 1958. At all times material hereto, he was a citizen and resident of the State of Washington and a “non-seafarer” as that term is used in *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199, 205 n. 2 (1996).

9. Decedent’s MAURICE beneficiaries include the Plaintiff MICHELLE MAURICE. Ms. MAURICE is a “Spouse” beneficiary as that term is used in 46 U.S.C. § 30302 as incorporated into general maritime law. She is also bringing this action individually, for the Estate of Daniel Maurice, and on behalf of all beneficiaries.

10. Defendant SIKORSKY AIRCRAFT CORPORATION (hereinafter “SIKORSKY”) is a Delaware corporation with its principal place of business and headquarters located in Stratford, Connecticut. Defendant SIKORSKY does significant and substantial business in the State of Hawai'i, among numerous others, as a helicopter designer, seller, type certificate holder, military contractor, supplier, component part seller. At all relevant times relevant hereto, Defendant SIKORSKY is a proper party defendant for Plaintiffs’ claims as alleged herein.

11. At all times material, Defendant SIKORSKY was in the business of developing, designing, manufacturing, distributing, and selling S-61N Amphibious Transport Helicopters, and their component parts, including but not limited to the associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals.

12. Plaintiff is informed and believes and thereon alleges that, at all relevant to this Complaint, SIKORSKY designed, manufactured, tested, inspected, approved, provided warnings/instructions, distributed and/or sold components of S-61N Amphibious Transport Helicopters, including but not limited to the aircraft's the primary pitch control servo, fore/aft servo input link, attachment bolts, nuts and securing cotter pin, associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals.

13. Plaintiff is informed and believes and thereon alleges that, at all times relevant to this Complaint, SIKORSKY developed, designed, manufactured, tested, inspected, approved, provided warnings/instructions, distributed and/or sold to Croman Corporation ("Croman"), an S-61N Amphibious Transport Helicopter, N615CK, including the aircraft's parts and components, associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals (hereinafter "Subject Incident SIKORSKY S-61 Helicopter N615CK").

14. The full extent of the facts linking the fictitiously designated defendants, Does 1-100, with the causes of action alleged herein are unknown to the Plaintiff, and the true names and capacities, whether individual, plural, corporate, partnership, associate, or otherwise of DOES 1-100, inclusive, are unknown to Plaintiffs. Plaintiffs therefore sue said defendants by such fictitious names. The Plaintiffs are informed and believe that each of the defendants designated herein as a "Doe" is negligently, wantonly, recklessly, tortuously and unlawfully responsible in some manner for the events and happenings herein referred to, and/or is strictly liable in tort for injuries and damages with respect to Plaintiffs as herein alleged. Plaintiffs will hereafter ask leave of Court to amend this Complaint to show said defendants' true names and capacities and to state the manner in which each fictitious defendant is so responsible when the same have been ascertained.

RELATED ACTIONS

15. On January 23, 2024, Plaintiff MAURICE filed a Complaint for Wrongful Death, Survival, Personal Injury, and Punitive Damages against the United States of America for alleged acts and omissions of the Navy. The Complaint was also filed against Navy Contractor Croman (“Hawaii Related Action 1”). The Hawaii Related Action 1, was filed in the United States District Court, District of Hawaii, and was assigned Case Number 1:24-cv-00032.¹

GENERAL ALLEGATIONS

16. Since before World War II, the Navy has been employing ocean-going vessels at the traditionally maritime task of locating, recovering, transporting, and returning training and test torpedoes from and across navigable waters to Navy bases on shore and at sea. While the recovery and transportation of such torpedoes by ocean-going vessels continues to this day, during the years since World War II, the Navy has also employed amphibious helicopters (capable of flying over, landing upon and taking off from navigable waters) to perform that traditionally maritime task.

17. Since at least 2009, the United States and the Navy have contracted Croman to provide the Navy with helicopters and a broad range of helicopter services in connection with the missions and operations the Navy performs at the Pacific Missile Range Facility (“PMRF”) on the Hawaiian Island of Kauai. PMRF is located on the Barking Sands Beach on the western shore of Kauai. The SIKORSKY helicopters and helicopter services Croman provided to the Navy under that contract (“the subject contract”) were based at PMRF’s Barking Sands Airport. That airport’s runways are located just inshore from, and parallel to, Barking Sands Beach. At some points, those runways lie no more than 50- to 100-feet from the Pacific Ocean. The services Croman performs under that the subject contract include, but are not limited to:

- a. Recovering submarine targets;

¹ On January 12, 2024, Naomi Teves-Valdez, Mele Heslia and Tracy Rader filed a Complaint for Wrongful Death, Survival, Personal Injury, and Punitive Damages against the United States of America for alleged acts and omissions of the Navy. The Complaint was also filed against Navy Contractor Croman (“Hawaii Related Action 2”). The Hawaii Related Action 2, was filed in the United States District Court, District of Hawaii, and was assigned Case Number 1:24-cv-00018.

- b. Clearing vessels and sea life from offshore test zones before mine drops and weapons practice;
- c. Transporting military personnel to and from naval vessels; and,
- d. Locating and retrieving mobile targets towed by MK 46 and MK 50 torpedoes.



A Croman SIKORSKY S-61N Helicopter with a Torpedo in Its Recovery Basket

18. The MK 46 and MK 50 torpedoes described in Paragraph 17 hereinabove are typically launched into the Pacific Ocean, whence they tow mobile targets that are used for weapons' practice by maritime defense systems located in all environmental spheres, including underwater, on the surface, in the air, and in orbit. The SIKORSKY helicopters Croman supplies to the Navy under the subject contract perform missions that have been traditionally entrusted to "vessels," as that term is defined in 1 U.S.C. § 3, and are thus regularly required to travel to recovery points up to 100 nautical miles offshore, remain on station (maneuvering out of ground effect) for an hour or more, grapple and retrieve spent torpedoes, and then return those torpedoes to shore. After locating the torpedoes, Croman's SIKORSKY helicopters typically grapple and retrieve them from the water with a cone-shaped recovery basket that is suspended from the belly of the helicopter by long cables. The SIKORSKY helicopter then returns to base with the torpedo hanging below it, as depicted in the image on page 6 *supra*.

19. The typical external-sling load for the torpedo-recovery missions described in Paragraph 17 hereinabove, including the one that was being conducted at the time of the subject

incident (“the incident mission”), was approximately 3,250 pounds and was composed of a long buoyant line, a cone-shaped recovery basket, and a recovered torpedo.

22. In light of the extensive, offshore flight operations called for by the subject contract, the Navy required Croman to equip each of its helicopters with Coast Guard approved life preservers or personal flotation devices for all occupants on all flights over the water, life rafts equipped with signal and navigation lights, a pyrotechnic signaling device, an emergency locator beacon, and many other high-seas, survival-related items. The subject contract also required Croman’s SIKORSKY helicopters to be equipped either with emergency aircraft flotation gear (commonly called pop-out floats) or standard flotation gear (fixed floats).

23. The SIKORSKY S-61N helicopters that Croman designated for use under the subject contract were amphibious and capable of landing on, floating upon, and taking off from navigable water. The helicopter Croman deployed on the incident mission, Registration No. N615CK (“the Subject Incident Helicopter”), was a SIKORSKY S-61N. The FAA-issued Type Certificate for the Subject Incident SIKORSKY S-61N Helicopter, states that this model is an “Amphibious Transport Helicopter.” In order to land upon and takeoff from the water, the S-61N is specially equipped with vessel-like design features including a seaworthy underbody or “hull,” floats or “sponsons” extending out from that hull to provide additional flotation and stability in the water, and a modified tail or after pylon designed to increase tail-rotor clearance above the water. In addition to the minimum crew of two pilots, the S-61N FAA-approved Type Certificate specifies a maximum passenger capacity of 39.

24. On February 22, 2022, the day of the incident, the Navy directed Croman to dispatch one of the SIKORSKY S-61 N helicopters based at PMRF on a training mission to locate, grapple, and recover a torpedo out on the Pacific Ocean in the manner described in Paragraph 17 hereinabove, and then transport that torpedo back to base. Croman assigned the Subject Incident SIKORSKY S-61N Helicopter, Registration No. N615CK, to that mission.



The Subject Incident SIKORSKY S-61N Helicopter, Registration No. N615CK

25. The crew of the Subject Incident SIKORSKY S-61N Helicopter N615CK on February 22, 2022, was pilot Daniel Maurice, co-pilot Patrick Rader, and operation specialists Erika J. Teves-Valdez and Mathew Haider. All four were aboard at the time of the subject incident.

26. According to ADS-B tracking data, the incident helicopter took off from PMRF shortly after 9:00 a.m. and flew to a site in the Pacific Ocean, 44 miles north/northwest of Kauai, to locate, grapple, and retrieve a target torpedo. ADS-B track of the flight path, including outbound and inbound legs. ADS-B data reveals that over 99% of this flight was over the Pacific Ocean.



ADS-B track data for N615CK, reflecting outbound, and inbound tracks.

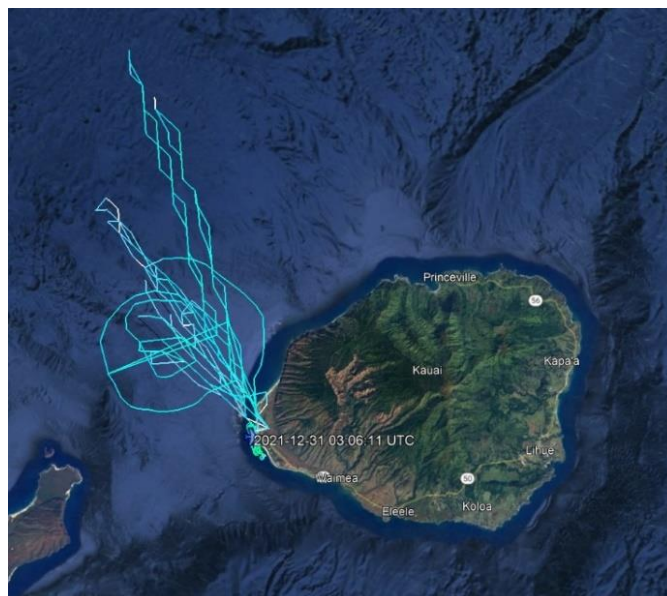
27. At approximately 10:20 a.m., as the helicopter approached shore very close to the drop-off location, it was flying about 280 feet above the water. It then began a shallow left turn to maneuver north into the prevailing wind. That turn stopped as the helicopter reached a northeasterly direction. At that time, as reported by multiple witnesses who were located near the incident site, the helicopter pitched nose first nearly straight down and crashed into the ground in a near-vertical attitude. The helicopter exploded on impact and burst into flames. All four persons on-board tragically died. As discussed below, the incident became inevitable while the helicopter was flying over the Pacific Ocean, above the territorial waters of the State of Hawai'i.

28. Post-incident investigation discovered that rod end of the fore/aft servo input link had become partially disconnected from the clevises due to a backing out of the attachment bolt. The bolt's nut and securing cotter pin were missing and were never located. Evidence indicated that the bolt did not exhibit any fractures or deformation, and its threads did not exhibit unusual wear or strip marks. The attaching hardware backed out of its normally installed position during the incident flight due to the absence of its nut and cotter pin. This most likely occurred gradually, while N615CK was flying over the Pacific Ocean, and the nut most likely fell off during the moments before the crash while the helicopter was over territorial waters within one marine league from shore. The result was that the SIKORSKY helicopter lost all flight control seconds before falling nose first out of the sky. After the fore/aft servo input link became disconnected, there was nothing the pilots could do to avoid or prevent the incident. The pilots who were in radio contact with local air traffic control, did not report any issues before the incident.



N615CK Fore/Aft Primary Servo At Input Clevis Link, After The Incident.

29. Further post-incident investigation determined that the last maintenance performed by Croman related to the fore/aft primary servo was on December 28, 2021, when the servo was re-installed. Since that time up until the incident date, N615CK flew approximately 7.5 hours. The incident flight involved approximately 1.2 hours flight time until the incident. During this combined flight time more than 98% of the time N615CK flew over the Pacific Ocean, which is where the attaching hardware backed out of its normally installed position causing the incident. As hereinabove more fully appears, the helicopter was also over the Pacific Ocean, in the territorial waters of the State of Hawai'i, during the incident flight, when it became inevitable that the crash was going to occur. The below reflects ADS-B tracking of the previous N615CK flights that occurred after the last maintenance and before the incident:



30. In investigating how the attaching hardware failed, it was discovered that the rod end of the fore/aft servo input link had become partially disconnected from the clevises due to backing out of the attachment bolt.

31. Normally, the attachment bolt is secured at one end with a nut and a cotter pin. The nut keeps the bolt tight in its position and the cotter pin prevents the nut from unscrewing from the attachment bolt. This means that the cotter pin is a single point of failure. If it fails, or is missing, the nut and bolt can work themselves out of their secure position and cause the fore/aft servo to fail, which is a critical flight control system. This type of failure can, and did, have catastrophic consequences.

32. Evidence indicated that the bolt did not exhibit any fractures or deformation, and its threads did not exhibit unusual wear or strip marks. The bolt backed out of its normally installed position during the incident flight due to the absence of its nut and cotter pin. This occurred while N615CK was flying over the Pacific Ocean during more than 99% of the flight. During that flight the incident became inevitable while N615CK was flying over the Pacific Ocean.

33. The nut and cotter system design contains a single-point catastrophic failure mode, allowing for disastrous consequences when only one element of the system fails, such as the cotter pin.. Here, the attaching hardware was designed without two separate locking devices. While the cotter pin is one locking device, there was no backup locking device needed to keep the bolt properly set and secure in the clevis link if the cotter pin failed or was not installed. This flight safety critical component part should have been designed with two separate locking devices, which would have allowed for continued safe flight in the event of cotter pin failure. This single-element failure mode should not be designed into this critical flight component system, regardless of any failure probability.

34. Plaintiff is informed and believes and thereon alleges that at all times relevant to this Complaint, when the Subject Incident SIKORSKY S-61N Helicopter N615CK was developed, designed, manufactured, tested, inspected, approved, distributed and/or sold, it was defective and not fit for safe operation.

36. Plaintiff is informed and believes and thereon alleges that at all times relevant to this Complaint, when the Subject Incident SIKORSKY S-61N Helicopter N615CK component parts, including the aircraft's fore/aft servo input link, attachment bolts, nuts and securing cotter pin were designed, manufactured, tested, inspected, approved, distributed and/or sold, they were defective and not fit for safe operation.

36. Plaintiff is informed and believes and thereon alleges that at all times relevant to this Complaint, when the Subject Incident SIKORSKY S-61N Helicopter N615CK, component parts, and associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals were designed, manufactured, tested, inspected, approved, distributed and/or sold, they were defective and not fit for safe operation.

37. At all times before the incident, a practicable alternative design should have been implemented and mandated, which would have prevented this incident, such as implementing a safety wire securing method to keep the nut attached to the bolt.

38. Defendant SIKORSKY is the S-61N designer and manufacturer and is responsible for the safety of the S-61N helicopter, including N615CK, because SIKORSKY had a duty to design and manufacture a safe aircraft, and a continuing duty to ensure that the original design and aircraft continued to be safe to operate and was airworthy, including making design changes to prevent catastrophic events like this incident. SIKORSKY had a continuing duty to warn of unsafe, dangerous conditions. SIKORSKY also had a continuing duty to issue proper maintenance instructions and procedures that were safe, thorough, and sufficient and to update safety information when needed. As set forth below, these duties (and others) were breached by SIKORSKY, causing the underlying incident.

APPLICABLE LAW

39. Plaintiffs herewith refer to, and by that reference incorporates as though fully set forth herein, each and every allegation set forth in the above paragraphs.

40. This case arises under the General Maritime Law of the United States as handed down in *Moragne v. States Marine Lines, Inc.*, 398 U.S. 375 (1970), *Sea-Land Services v. Gaudet*,

414 U.S. 573 (1974), *Norfolk Shipbuilding & Drydock Corp. v. Garris*, 532 U.S. 811 (2001), *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199 (1996), and *East River S.S. Corp. v. Transamerica Deval*, 476 U.S. 858 in that *inter alia*, in that:

a. The action arose with in admiralty tort jurisdiction is more fully appears in Paragraph 1(a) – (d), and

b. With admiralty jurisdiction comes the application of substantive admiralty law." *East River*, 476 U.S. at 864; *Yamaha*, 516 U.S. at 206.

41. While on the subject flight and at the time of the accident, the decedent was a “non-seafarer” within the meaning of *Yamaha*, 516 U.S. at 215.

42. This Court has subject matter jurisdiction over this action on the law side of the district court under 28 U.S.C. § 1332(a)(1) and the “savings to suitors” clause set forth in 28 U.S.C. § 1333(1).

43. These Causes of Action in this complaint arise under the General Maritime Law of the United States, as supplemented by the Law of the State of Hawaii under *Yamaha*, 516 U.S. at 199 (1996).

FIRST CAUSE OF ACTION

(Wrongful Death & Survival – Products Liability: Strict Liability)

44. The allegations of paragraphs one through forty-three are incorporated into this cause of action as if repeated verbatim.

45. As herein more fully appears, this Cause of Action arises under *Moragne v. States Marine Lines, Inc.*, 398 U.S. 375 (1970), *Sea-Land Services v. Gaudet*, 414 U.S. 573 (1974), *Norfolk Shipbuilding & Drydock Corp. v. Garris*, 532 U.S. 811 (2001), and the General Maritime Law of the United States, as supplemented by the Law of the State of Hawai’i under *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199 (1996). Further, this cause of action arises under Hawai’i products liability law and in partocular *Tabieros v. Clark Equip. Co.*, 85 Haw. 336, 354, 944 P.2d 1279, 1297 (1997) (To establish a prima facie claim for strict products liability, the plaintiff has the burden “to prove (1) a defect in the product which rendered it unreasonably dangerous for its

intended or reasonably foreseeable use; and (2) a causal connection between the defect and [the plaintiff's injuries") and *Stewart v. Budget Rent-A-Car Corp.*, 52 Haw. 71, 75, 470 P.2d 240, 243 (1970). SIKORSKY is liable pursuant to *East River*, 476 U.S. at 866 and Section 402(a) Restatement of Torts (Second).

46. Defendant SIKORSKY was, that at the time of the incident, and continues to be, in the business of developing, designing, manufacturing, distributing, and selling S-61N Amphibious Transport Helicopters, and their component parts, including but not limited to the associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals.

47. At all times relevant herein, SIKORSKY was engaged in the business of one or more of the following: designing, manufacturing, assembling, marketing, testing, certifying, supplying, selling, and delivering aircraft, aircraft parts, and drafting and disseminating maintenance instructions, guidelines, standards, warnings, cautions, service alerts, and service bulletins, concerning the airworthiness, maintenance, and continued airworthiness, for all S-61N helicopters, including for the subject aircraft N615CK. SIKORSKY is responsible for the defects and unsafe conditions in N615CK, including the unreasonably dangerous flight controls, including the primary pitch control servo.

48. Plaintiff is informed and believes and thereon alleges that, at all relevant to this Complaint, SIKORSKY designed, manufactured, tested, inspected, approved, provided warnings/instructions, distributed and/or sold components of S-61N Amphibious Transport Helicopters, including but not limited to the aircraft's the primary pitch control servo, fore/aft servo input link, attachment bolts, nuts and securing cotter pin, associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals.

49. SIKORSKY developed, designed, manufactured, tested, inspected, approved, provided warnings/instructions, distributed and/or sold to Croman, the Subject Incident SIKORSKY S-61N Helicopter N615CK, including the aircraft's parts and components, associated installation instructions, drawings, warnings and maintenance, service and overhaul manuals.

50. SIKORSKY developed, designed, manufactured, tested, inspected, approved,

provided warnings/instructions, distributed and/or sold the Subject Incident SIKORSKY S-61N Helicopter N615CK, its parts and components, including the aircraft's flight controls, including, the primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, in such a way that left them in a defective condition, unreasonably dangerous to the user or consumer.

51. The Subject Incident SIKORSKY S-61N Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, expected to and did reach the users of the aircraft, including the pilot and passengers at the time of the Subject Incident, without substantial change in the condition in which they were sold.

52. When SIKORSKY placed the Subject Incident SIKORSKY S-61N Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, into the stream of commerce, the aircraft and its components were in a defective condition unreasonably dangerous for their intended use in the way they were designed and manufactured, and/or in their instructions and/or warnings.

53. When SIKORSKY placed the Subject Incident SIKORSKY S-61N Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, into the stream of commerce, SIKORSKY failed to incorporate a reasonable alternative design that would have remedied or eliminated the defective conditions.

54. When the S-61N helicopter, including the incident aircraft N615CK and its primary pitch control servo, left possession of SIKORSKY, it was in a defective condition and was unreasonably dangerous by virtue of its design, manufacture, maintenance inspections, and procedures, and accompanying warnings, or lack thereof, when used as intended or misused in a reasonably foreseeable manner. SIKORSKY knew N615CK was, in fact purchased and used without inspection for these defects by the aircraft owners, operators, users, and maintenance

providers of the aircraft. N615CK, including its primary pitch control servo, are defective products as that term is used in *East River*, 476 U.S. at 865, leaving SIKORSKY strictly liable in tort.

55. N615CK, including its primary pitch control servo, lacked sufficient instructions, maintenance procedures, and warnings of the potential safety risks presented by the design and manufacturing defects. These safety risks were known or should have been known in light of knowledge accepted in the aviation manufacturing community at the time of design, marketing, manufacture, distribution, testing, inspection, sale, and/or placement into the stream of commerce. These safety risks presented a substantial danger to foreseeable users of N615CK when it was used or misused in an intended or reasonably foreseeable way. These safety risks would not have been recognized by ordinary consumers. Despite these potential safety risks, Defendants failed to adequately warn, instruct, or provide safe maintenance procedures to avoid these safety risks.

56. At the time of the crash, the Subject Incident SIKORSKY S-61N Helicopter N615CK, was being used in a matter as intended by SIKORSKY.

57. At all relevant times, the subject helicopter and its component parts, were being operated by Croman and used for the purposes for which it was manufactured, designed, inspected, sold, and intended to be used, and in a manner reasonably foreseeable to SIKORSKY.

58. The Subject Incident SIKORSKY S-61N Helicopter N615CK including its primary pitch control servo, was defective in design because it did not perform as safely as an ordinary consumer would have expected it to perform when used or misused in an intended or reasonably foreseeable way.

59. A defective and unsafe condition in the subject aircraft existed in that the design of the S-61, including the subject aircraft, and its primary pitch control servo, including the bolt, nut, and cotter pin, is unreasonably dangerous and, when in use, creates an unreasonable risk of harm to S-61 aircraft occupants. Furthermore, SIKORSKY failed to issue proper, safe, and adequate guidelines, instructions, cautions, and warnings related to the maintenance of the subject primary pitch control servo, including the use of component parts and reassembly. SIKORSKY failed to meet obligations related to the continuing airworthiness of the S-61's primary pitch control servo.

This failure made the subject aircraft not reasonably safe as designed and/or not reasonably safe because adequate warnings and instructions were not provided. An alternative design would have been practical and feasible, which would have had a nominal, if any, burden as opposed to the great risk of harm to S-61 aircraft occupants by not incorporating such designs, instructions, and/or warnings changes.

60. There was a significant and foreseeable risk of serious harm to those flying in and operating such aircraft, including the Plaintiffs, which was known or should have been known, which rendered existing design and instructions and warnings inadequate. Safe and adequate instructions and warnings should have been provided throughout the life of the accident aircraft up through the time of the incident.

61. SIKORSKY's failure to and implement the reasonable alternative design and the defects in the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, directly and proximately caused the fatal injuries of Decedents.

62. SIKORSKY is strictly liable for all damages resulting from the February 22, 2022, incident of the subject aircraft pursuant to General Maritime Law and as supplemented by Hawaii Law in that the subject aircraft was not reasonably safe as designed, and was not reasonably safe because adequate instructions and warnings were not provided throughout the life of the incident aircraft up to the time of the accident

63. As a direct, proximate, and legal result of the hereinabove alleged delicts of Defendants, and each of them, the Subject Incident SIKORSKY S-61 Helicopter N615CK was caused to tragically crash and burn, taking the life of Decedent and three others on board.

64. SIKORSKY is strictly liable to the Plaintiffs for all the fatal injuries that decedents suffered prior to their deaths.

65. By placing the Subject Incident SIKORSKY S-61N Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, into the stream of commerce, SIKORSKY owed

and also assumed a duty of care to design, manufacture and warn/instruct on the Subject Incident SIKORSKY S-61N Helicopter N615CK, its parts and components in such a way that to avoid defective and unreasonably dangerous conditions that could foreseeably threaten the safety of users, including Decedent.

66. SIKORSKY is vicariously liable for the tortious acts or omissions of their employees and/or agents acting in the course of their employment, or acting with such authority, that may have contributed to the incident.

67. Just as the within cause of action arose in his favor, Decedent DANIEL MAURICE, who would have been a Plaintiff in this action had he lived, died as is hereinabove more fully alleged.

68. As a direct and proximate result of the hereinabove alleged delicts of the Defendants, and each of them, Decedent DANIEL MAURICE was placed in great fear for his life and physical well-being, and consciously suffered extreme, severe, and relentless mental anguish and physical pain, and continued to suffer such pain and anguish until he died.

69. At the time of his death, Decedent DANIEL MAURICE, had a statistical life expectancy of more than 24 years. As a further direct and proximate result of the hereinabove alleged delicts of the Defendants, and each of them, Decedent suffered a hedonic loss of his “enjoyment of life,” as that phrase is used in HRS § 663-8.5, all to his further general damage in an amount to be determined at the time of trial.

70. Decedent, DANIEL MAURICE, was 64 years old on the date of his death. Prior to his death, he was an adult person in good physical and mental health and condition and was a loving and supportive spouse. As a direct, proximate, and legal result of his death, his surviving spouse, Plaintiff MICHELLE MAURICE, has suffered and will continue to suffer the permanent loss of Decedent’s care, comfort, services, guidance, advice, example, nurture, gifts, support including financial support, household services, and inheritance all to their pecuniary damage in an amount to be determined at the time of trial.

71. As a further direct, proximate, and legal result of the death of DANIEL MAURICE,

his surviving spouse Plaintiff MICHELLE MAURICE, has suffered and will continue to suffer the permanent loss of Decedent's love, affection, devotion, society, care, and consortium all to their non-pecuniary damage in an amount to be determined at the time of trial.

72. As a further direct and proximate result of DANIEL MAURICE's death, his surviving spouse Plaintiff MICHELLE MAURICE has suffered and will continue to suffer the grief and distress over Decedent's untimely death, for which they are entitled to compensation under Chapter 663, HRS, and other applicable law, in an amount to be determined at the time of trial.

WHEREFORE, Plaintiffs pray judgement against Defendants, and each of them.

SECOND CAUSE OF ACTION

(Wrongful Death & Survival – Negligence and Products Liability: Negligence)

73. The allegations of paragraphs one through forty-three are incorporated into this cause of action as if repeated verbatim.

74. As hereinabove and hereinafter more fully appears, this Cause of Action arises under *Moragne v. States Marine Lines, Inc.*, 398 U.S. 375 (1970), *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199, 211 (1996), *Davis v. Bender Shipbuilding and Repair Co.*, 27 F.3d 426, 430 (9th Cir. 1994), *Koirala v. Thai Airways International, Ltd.*, 126 F.3d 1205, 1212 (9th Cir. 1997), and the General Maritime Law of the United States, as supplemented by the Law of the State of Hawaii under *Yamaha Motor Corp. v. Calhoun*, 516 U.S. 199 (1996).

75. By placing the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the aircraft's primary pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, into the stream of commerce, SIKORSKY owed and also assumed a duty of care to design, manufacture and warn/instruct on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components in such a way that to avoid defective and unreasonably dangerous conditions that could foreseeably threaten the safety of users, including Decedent.

76. It was foreseeable that the defective manufacturing of the pitch control servo, the

fore/aft servo input link, attachment bolts, nuts and securing cotter pin could result in the crash of an aircraft on which they were installed, which would foreseeably result in serious bodily injury or death of the users of that aircraft.

77. It was foreseeable that the defective design of the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, could result in the crash of an aircraft on which they were installed, which would foreseeably result in serious bodily injury or death of the users of that aircraft.

78. It was foreseeable that the defective warnings/instructions on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, could foreseeably result in serious bodily injury or death of the users of that aircraft.

79. SIKORSKY breached its duty of due care by designing, manufacturing and/or warning/instructing on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, by engaging in the following acts/omissions:

a. Failing to properly manufacture and/or assemble the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin; and/or;

b. Failing to properly perform repairs and/or inspections on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, and/or;

c. Failing to properly test the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, and/or;

d. Failing to properly perform other services on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, and / or;

e. Improperly certifying that the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, were properly manufactured, assembled, and/or tested, and airworthy and fit for flight; and/or

f. Failing to properly instruct, provide guidance, warnings or training in relation to the work done on the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin; and/or

g. Failing to detect, correct and warn about dangerous and unsafe conditions causing the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, to be unairworthy and/or otherwise unsafe on and prior to the incident; and/or

h. Failing to select proper components for the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin; and/or

i. Failing to incorporate a reasonable alternative design into the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin; and/or

j. Causing the Subject Incident SIKORSKY S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin to be unairworthy.

80. Just as the within cause of action arose in his favor, Decedent DANIEL MAURICE, who would have been a Plaintiff in this action had he lived, died as is hereinabove more fully alleged.

81. As a direct and proximate result of the hereinabove alleged delicts of the Defendants, and each of them, Decedent DANIEL MAURICE was placed in great fear for his life and physical well-being, and consciously suffered extreme, severe, and relentless mental anguish

and physical pain, and continued to suffer such pain and anguish until he died.

82. At the time of his death, Decedent DANIEL MAURICE, had a statistical life expectancy of more than 24 years. As a further direct and proximate result of the hereinabove alleged delicts of the Defendants, and each of them, Decedent suffered a hedonic loss of his “enjoyment of life,” as that phrase is used in HRS § 663-8.5, all to his further general damage in an amount to be determined at the time of trial.

83. Decedent, DANIEL MAURICE, was 64 years old on the date of his death. Prior to his death, he was an adult person in good physical and mental health and condition and was a loving and supportive spouse. As a direct, proximate, and legal result of his death, his surviving spouse, Plaintiff MICHELLE MAURICE, has suffered and will continue to suffer the permanent loss of Decedent’s care, comfort, services, guidance, advice, example, nurture, gifts, support including financial support, household services, and inheritance all to their pecuniary damage in an amount to be determined at the time of trial.

84. As a further direct, proximate, and legal result of the death of DANIEL MAURICE, his surviving spouse Plaintiff MICHELLE MAURICE, has suffered and will continue to suffer the permanent loss of Decedent’s love, affection, devotion, society, care, and consortium all to their non-pecuniary damage in an amount to be determined at the time of trial

WHEREFORE, Plaintiff prays judgment against Defendants and each of them.

THIRD CAUSE OF ACTION

(Wrongful Death & Survival – Breach of Express and Implied Warranties)

85. The allegations of paragraphs one through forty-three are incorporated into this cause of action as if repeated verbatim.

86. At all times relevant to this cause of action, SIKORSKY was a merchant of the subject S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin.

87. At the time and place of sale, distribution and supply of the Subject S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link,

attachment bolts, nuts and securing cotter pin, SIKORSKY expressly represented and warranted that the Subject S-61 Helicopter N615CK, its parts and components were safe, operable, and fit for their intended purpose on aircraft engines, were of marketable quality, and that they did not possess dangerous attributes.

88. At the time of purchase from SIKORSKY, the Subject S-61 Helicopter N615CK, its parts and components were not in a merchantable condition and SIKORSKY breached its expressed warranties, in that the Subject S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin:

- a. Were designed in such a manner so as to be prone to failure;
- b. Were designed in such a manner so as to result in an unreasonably high risk of failure;
- c. Were manufactured in such a manner so that they were inadequately, improperly and inappropriately assembled, inspected and/or tested, causing them to fail and ultimately leading to a failure in flight.

89. At all times to this cause of action, SIKORSKY also designed, manufactured, distributed, advertised, promoted and sold the Subject S-61 Helicopter N615CK, its parts and components, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin.

90. At all relevant times, SIKORSKY intended its products, including the Subject S-61 Helicopter N615CK, its parts and components to be used in the manner that they were being used on the day of the Incident.

91. At all relevant times, SIKORSKY impliedly warranted its products, including the Subject S-61 Helicopter N615CK, its parts and components, to be of merchantable quality, safe and fit for the use for which SIKORSKY intended them and for which they were in fact being used.

92. SIKORSKY breached its implied warranties as follows:

a. SIKORSKY failed to provide a warning or instruction and/or an adequate warning or instruction which a manufacturer exercising reasonable care would have provided concerning the risks associated with the product, in light of the likelihood that its S-61 Helicopter, including the pitch control servo, the fore/aft servo input link, attachment bolts, nuts and securing cotter pin, would cause harm;

b. SIKORSKY designed, manufactured and/or sold its products, including the Subject S-61 Helicopter N615CK, its parts and components, and said components did not conform to representations made by SIKORSKY when they left SIKORSKY control;

c. SIKORSKY designed, manufactured and/or sold its products, including the Subject S-61 Helicopter N615CK, its parts and components, which were more dangerous than an ordinary consumer would expect when used in an intended or reasonably foreseeable manner, and the foreseeable risks associated with the component parts design or manufacture exceeded the benefits associated with that design. These defects existed at the time the products left SIKORSKY control; and

d. SIKORSKY designed, manufactured and/or sold its products, including the Subject S-61 Helicopter N615CK, its parts and components, when they deviated in a material way from the design specification, quality control criteria and/or performance standards and these defects existed at the time the Subject S-61 Helicopter N615CK, its parts and components left SIKORSKY's control.

93. Further, SIKORSKY's marketing of its Subject S-61 Helicopter N615CK, its parts and components, was false and misleading.

94. The consumers and users of the Subject S-61 Helicopter N615CK, its parts and components relied upon SIKORSKY's representations regarding its products.

95. SIKORSKY's Subject S-61 Helicopter N615CK, its parts and components were unfit and unsafe for use by users as they posed an unreasonable and extreme risk of injury to persons using said products, and accordingly SIKORSKY breached its expressed warranties and the implied warranties associated with the products.

96. The foregoing warranty breaches were a substantial factor in causing the Incident and the fatal injuries suffered by Decedent before his death.

97. Just as the within cause of action arose in his favor, Decedent DANIEL MAURICE, who would have been a Plaintiff in this action had he lived, died as is hereinabove more fully alleged.

98. As a direct and proximate result of the hereinabove alleged delicts of the Defendants, and each of them, Decedent DANIEL MAURICE was placed in great fear for his life and physical well-being, and consciously suffered extreme, severe, and relentless mental anguish and physical pain, and continued to suffer such pain and anguish until he died.

99. At the time of his death, Decedent DANIEL MAURICE, had a statistical life expectancy of more than 24 years. As a further direct and proximate result of the hereinabove alleged delicts of the Defendants, and each of them, Decedent suffered a hedonic loss of his “enjoyment of life,” as that phrase is used in HRS § 663-8.5, all to his further general damage in an amount to be determined at the time of trial.

100. Decedent, DANIEL MAURICE, was 64 years old on the date of his death. Prior to his death, he was an adult person in good physical and mental health and condition and was a loving and supportive spouse. As a direct, proximate, and legal result of his death, his surviving spouse, Plaintiff MICHELLE MAURICE, has suffered and will continue to suffer the permanent loss of Decedent’s care, comfort, services, guidance, advice, example, nurture, gifts, support including financial support, household services, and inheritance all to their pecuniary damage in an amount to be determined at the time of trial.

101. As a further direct, proximate, and legal result of the death of DANIEL MAURICE, his surviving spouse Plaintiff MICHELLE MAURICE, has suffered and will continue to suffer the permanent loss of Decedent’s love, affection, devotion, society, care, and consortium all to their non-pecuniary damage in an amount to be determined at the time of trial

WHEREFORE, Plaintiff prays judgment against Defendants and each of them.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as follows:

A. That judgment be entered in Plaintiff’s favor and against all the Defendants, and each of them, awarding:

1. Pecuniary damages for the wrongful deaths of Plaintiff Decedent.
2. Non-pecuniary damages for the wrongful death Plaintiff Decedent.
3. Survival damages for Plaintiff Decedent’s conscious pre-death pain and suffering;
4. Survival damages Plaintiff Decedent’s hedonic loss of the enjoyment of life;
5. General damages Plaintiff and all beneficiaries physical, mental, emotional, and nervous, pain, suffering, and distress;
6. Prejudgment and post-judgment interest, including pursuant to 46 U.S.C. §30911(a);
7. Costs and expenses of suit;
8. All emotional distress and related damages to Plaintiff arising from her being present at the location of the incident.
9. For such other and further relief as the Court may deem proper.

RESERVATION OF RIGHTS AND DEMAND FOR A JURY

Plaintiff hereby demands a Seventh Amendment trial by jury, pursuant to the ‘savings to suitors’ clause of 28 U.S.C. §1333. Alternatively, Plaintiff demands an advisory jury pursuant to Fed. R. Civ. P. 39(c)(1).

Dated: February 20, 2024

NELSON & FRAENKEL, LLP

By: */s/ Stuart R. Fraenkel*

STUART R. FRAENKEL, ESQ.

PRO HAC VICE ADMISSION PENDING

RUFO LAW GROUP

By: /s/ *Sergio Rufo*

SERGIO RUFO, ESQ.

HAWAII STATE BAR #008211