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IN THE CIRCUIT COURT OF THE FOURTH
JUDICIAL CIRCUIT IN AND FOR DUVAL
COUNTY, FLORIDA

CIVIL DIVISION

Case No. _____

BARBARA GRIFFIS PRINCE and GUY R.
WILLIS, as Co-Administrators of the Estate of
Adam Christopher Griffis,

Plaintiffs,

vs.

AIRLINE TRANSPORT PROFESSIONALS
HOLDINGS, INC., a Florida corporation; ATP
USA, INC., a Georgia corporation; ATP
FLIGHT ACADEMY, LLC; a Florida company; ATP
FLIGHT ACADEMY OF ARIZONA, LLC;
an Arizona company; ATP AIRCRAFT 2, LLC, a
Delaware corporation; RAPCO, Inc., a
Wisconsin corporation; and Natasha Lopez, as Personal
Representative of the Estate of Andres Santiago Lopez,
deceased.

Defendants.

COMPLAINT

COME NOW the Plaintiffs, Barbara Griffis Prince and Guy R. Willis, as Co-Administrators of the Estate of Adam Christopher Griffis, by and through undersigned counsel and file this Complaint against the Defendants, Airline Transport Professionals Holdings, Inc., a Florida corporation; ATP USA, Inc., a Georgia corporation; ATP Flight Academy, LLC, a Florida company; ATP Flight Academy of Arizona, LLC, an Arizona company; ATP Aircraft 2, LLC, a Delaware corporation, RAPCO, Inc., a Wisconsin corporation, and Natasha Lopez, as Personal Representative of the Estate of Andres Santiago Lopez, deceased, seeking damages for the wrongful death of son, husband and father, Adam Christopher Griffis.

GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS

1. This is an action for wrongful death and damages under Florida law in excess of \$15,000.00 and is within the jurisdiction of this Court.

2. The Plaintiffs, Barbara Griffis Prince and Guy R. Willis are Co-Administrators of the Estate of Adam Christopher Griffis. Plaintiff Barbara Griffis Prince is also the mother of Adam Christopher Prince. Kelly Tipton Lee, guardian ad litem has been appointed for Adam Christopher Griffis' minor son, Zachary K. Griffis Garrido.

3. This cause of action arises as the result of the death of Mr. Griffis, who was killed on March 24, 2014 when a PIPER PA-44-180 Aircraft, FAA Registration Number N923RS, which was owned, leased, maintained and/or operated by the Defendants, Airline Transport Professionals Holdings, Inc., ATP USA, Inc., ATP Flight Academy, LLC, ATP Flight Academy of Arizona, LLC, and ATP Aircraft 2 LLC, crashed near Brunswick, Georgia.

4. Andres Santiago Lopez, also deceased, was the Pilot in Command of the subject aircraft and a student at the ATP Flight Academy in Jacksonville, Florida at the time of the crash. Natasha Lopez is the duly appointed Personal Representative of the Estate of Andres Santiago Lopez.

5. The Defendant, Airline Transport Professionals Holdings, Inc., a Florida for profit corporation with its headquarters in Jacksonville Beach, Florida, operates approximately 37 flight schools throughout the United States and promotes itself both domestically and internationally as a first class flight school responsible for training career-bound pilots for over 30 years, and further uses facilities and conducts business in several Florida locations, including Daytona Beach, Jacksonville, Jacksonville Beach, Ft. Lauderdale, and the Tampa/St. Petersburg areas.

6. Plaintiffs' claims against Airline Transport Professionals Holdings, Inc. arise out of the operating, conducting, engaging in and/or carrying on the aforementioned business or business ventures in Florida and accordingly this Court's exercise of jurisdiction is authorized under Florida Statute § 48.193(1)(a)(1.).

7. The Defendant, ATP USA, Inc., a Georgia corporation registered to transact business in Florida, operates approximately 37 flight schools throughout the United States, and promotes itself both domestically and internationally as a first class flight school responsible for training career-bound pilots for over 30 years, and further uses facilities and conducts business in several Florida locations, including Daytona Beach, Jacksonville, Jacksonville Beach, Ft. Lauderdale, and the Tampa/St. Petersburg area.

8. Plaintiffs' claims against ATP USA, Inc. arise out of the operating, conducting, engaging in and/or carrying on the aforementioned business or business ventures in Florida and, accordingly, this Court's exercise of jurisdiction is authorized under Florida Statute § 48.193(1)(a)(1.).

9. The Defendant ATP Flight Academy, LLC, a Florida company, operates 5 flight schools and/or training centers throughout the State of Florida, including locations in Daytona Beach, Jacksonville, Jacksonville Beach, Ft. Lauderdale, and the Tampa/St. Petersburg areas, promotes itself both domestically and internationally as a first class flight school responsible for training career-bound pilots, and further uses facilities and conducts business at its several Florida flight school locations.

10. Plaintiffs' claims against ATP Flight Academy, LLC arise out of the operating, conducting, engaging in and/or carrying on the aforementioned business or business ventures in Florida and accordingly this Court's exercise of jurisdiction is authorized under Florida Statute § 48.193(1)(a)(1.).

11. The Defendant ATP Flight Academy of Arizona, LLC, an Arizona company, operates 2 flight schools in the State of Arizona, promoting itself both domestically and internationally as a first class flight school responsible for training career-bound pilots.

12. The Defendant, ATP Flight Academy of Arizona, LLC, through its manager and agent, Defendant Airline Transport Professional Holdings, Inc., operates 5 flight schools and/or training centers throughout the State of Florida, including the Daytona Beach, Jacksonville, Jacksonville Beach, Ft. Lauderdale, and the Tampa/St. Petersburg areas, promotes itself both domestically and internationally as a first class flight school responsible for training career-bound pilots, and further uses facilities and conducts business at its several Florida flight school locations.

13. Plaintiffs' claims against ATP Flight Academy of Arizona, LLC., arise out of the operating, conducting, engaging in and/or carrying on the aforementioned business or business ventures in Florida by it or its agent, Airline Transport Professional Holdings, Inc., and accordingly this Court's exercise of jurisdiction is authorized under Florida Statute § 48.193(1)(a)(1.).

14. The Defendant ATP Aircraft 2 LLC, a Delaware company, is the registered owner of a 1979 Piper PA-44-180 aircraft, FAA # N923RS, the subject aircraft which crashed and gave rise to this wrongful death case.

15. As the aircraft's owner, ATP Aircraft 2 LLC authorized and intended its aircraft to be leased, used, maintained, operated, and/or stored in Florida by Defendants Airline Transport Professionals Holdings, Inc., ATP USA, Inc., ATP Flight Academy, LLC and/or ATP Flight Academy of Arizona, LLC for the purpose of and in the course of operating, conducting, engaging in, and/or carrying out their business operations at the various ATP flight schools throughout Florida.

16. ATP Aircraft 2 LLC also entered into an Aircraft Surety Agreement with The Jacksonville Bank located in Jacksonville, Florida in or about August, 2009 in which it granted the bank an ongoing security interest in the subject aircraft.

17. Plaintiffs' claims against ATP Aircraft 2 LLC arise out of the operating, conducting, engaging in and/or carrying on the aforementioned business or business ventures in Florida by ATP Aircraft 2 LLC or its agents, Airline Transport Professional Holdings, Inc., ATP USA, Inc., ATP Flight Academy, LLC, and/or ATP Flight Academy of Arizona, LLC, and accordingly this Court's exercise of jurisdiction is authorized under Florida Statute § 48.193(1)(a)(1.).

18. The Defendant RAPCO, Inc. ("RAPCO") is a Wisconsin corporation which manufactures, refurbishes and overhauls new and used aircraft equipment, including the overhaul of both the right and left vacuum pumps on the subject aircraft. Based upon information and belief, RAPCO is a corporation which regularly sells, consigns, or leases tangible personal property through brokers, jobbers, wholesalers or distributors to persons, firms or corporations in Florida for pecuniary benefit, including but not limited to Defendants Airline Transport Professionals, Inc., ATP USA, Inc., ATP Flight Academy LLC, and/or ATP Flight Academy of Arizona, LLC.

19. Plaintiffs' claims against RAPCO arise out of the operating, conducting, engaging in and/or carrying on the aforementioned business or business ventures in Florida by RAPCO and accordingly this Court's exercise of jurisdiction is authorized under Florida Statute § 48.193(1)(a)(1.).

20. On March 24, 2014, after making an airplane change, the decedent, Mr. Griffis, and Mr. Lopez departed in the subject aircraft from Concord Regional Airport in Concord, North Carolina, with an intended destination of Jacksonville Executive Airport in Jacksonville, Florida. The subject aircraft was being flown to Jacksonville, in part, for purposes of maintenance.

21. At all times material, the subject aircraft was owned by Defendant ATP Aircraft 2 LLC and operated, maintained, and/or controlled by Defendants Airline Transport Professionals Holdings, Inc., ATP USA, Inc., ATP Flight Academy LLC, and/or ATP Flight Academy of Arizona LLC, pursuant to Title 14 Code of Federal Regulation, Part 91.

22. On March 24, 2014, Mr. Lopez piloted the subject aircraft with the consent of its owner, ATP Aircraft 2 LLC, and at the direction, knowledge, and consent of its operators, Defendants Airline Transport Professionals Holdings, Inc., ATP USA, Inc., ATP Flight Academy LLC, and/or ATP Flight Academy of Arizona LLC.

23. The subject aircraft was a complex twin engine aircraft, having no de-icing capability on its wings and tail surfaces.

24. Radar indicated that the subject aircraft was at an altitude of 8,000 feet at 5:40 p.m. when it began a rapid descent reaching an altitude of 300 feet at 5:44 p.m., and crashing

following an in-flight break-up near Brunswick, Georgia, causing severe injuries and death to Mr. Lopez, the Pilot in Command and Mr. Griffis.

25. The right vacuum pump on the subject aircraft was inoperative prior to and at the time the subject aircraft departed North Carolina. The ATP Defendants knew or should have known of this fact.

26. The left vacuum pump on the subject aircraft failed during the flight at some point prior to the subject aircraft's rapid descent.

COUNT 1

NEGLIGENCE and GROSS NEGLIGENCE

vs.

AIRLINE TRANSPORT PROFESSIONALS HOLDINGS, INC., ATP USA, INC., ATP FLIGHT ACADEMY, LLC, and ATP FLIGHT ACADEMY of ARIZONA, LLC

27. At all times material, Defendants Airline Transport Professionals Holdings, Inc., ATP USA, Inc., ATP Flight Academy, LLC, and ATP Flight Academy of Arizona, LLC (collectively "ATP Defendants") leased, operated, maintained, and/or otherwise controlled the subject aircraft.

28. At all times material, the ATP Defendants owed a duty to use reasonable care and/or to exercise the highest degree of care in leasing, operating, maintaining, or otherwise controlling the subject aircraft.

29. At all times material, the ATP Defendants were under a further, continuing and/or ongoing duty to, among other things:

- A. Repair and maintain the aircraft in flightworthy condition;
- B. Inspect, test, repair and/or replace those parts of the aircraft that required repair and/or replacement;
- C. Make timely and careful inspections of the aircraft necessary to keep it in operational condition;
- D. Warn any persons flying or operating the aircraft, including decedent and Mr. Lopez, of any known or reasonably discoverable defects in the maintenance and repair of the aircraft; and/or
- E. Certify the subject aircraft as being airworthy and appropriate for

use by persons authorized to operate or fly the aircraft based upon said person's skill and experience, together with weather conditions and capabilities of the subject aircraft.

30. The ATP Defendants, knew or should have known that if their selection, maintenance, repair, ferrying, modification, testing and/or inspection of the subject aircraft was not properly and carefully executed there would be an unreasonable risk of harm to all persons operating, flying, and/or being flown aboard the subject aircraft, such as the decedent.

31. The ATP Defendants breached their continuing and on-going duties, and negligently or with gross negligence failed to discharge their duties by, among other things:

- A. Failing to service, maintain, repair, modify, test and/or inspect the subject aircraft to insure that same could be safely operated and in compliance with all applicable bulletins and directives together with knowledge regarding the skill and experience of Mr. Lopez and the decedent;
- B. Failing to test and/or inspect the subject aircraft for dangerous conditions that existed and/or were likely to exist in the subject aircraft;
- C. Failing to modify, service and/or repair dangerous conditions that were known or should have been known to the ATP Defendants in the exercise of reasonable care;
- D. Failing to warn pilots, including the decedent and Mr. Lopez, of dangerous conditions concerning the ATP Defendants' testing and/or inspection of the subject aircraft that were known and/or should have been known based upon the decedent's and Mr. Lopez' skill, experience and weather conditions;
- E. Failing to have a qualified instructor on board the subject aircraft when Defendants knew or should have known that Mr. Lopez and the decedent both lacked sufficient training and experience to safely operate the subject aircraft in flight and aircraft conditions which the ATP Defendants knew and/or should have known were unsafe;
- F. Failing to maintain proper documentation regarding the traceability of parts and components for the subject aircraft;
- G. Failing to have an inspection and maintenance program that included competent management and technical personnel

and adequate facilities to insure that the subject aircraft was maintained in airworthy condition and safe for utilization by all operators, including Mr. Lopez and the decedent, commensurate with their skill and experience;

- H. Failing to provide Mr. Lopez and the decedent with the required training for the subject flight; and/or
- I. Failing to assign a qualified second-in-command pilot and/or instructor when the ATP Defendants knew and/or should have known that Mr. Lopez and the decedent lacked the experience and skill necessary to operate the subject aircraft safely in conditions the ATP Defendants knew and/or should have known were unsafe.

32. The above breaches, particularly in combination, demonstrate the ATP Defendants' failure to exercise even slight diligence in discharging their duties and/or their conscious disregard and indifference to Mr. Griffis' safety, thereby rising to the level of gross negligence.

33. As a direct and proximate result of the acts and/or omissions of the ATP Defendants as described herein, the subject aircraft crashed causing the death of Mr. Griffis.

34. As a further direct and proximate result of the crash and the ATP Defendants' negligence or gross negligence as set forth herein, the ATP Defendants are liable to Plaintiffs for all damages to which the decedent's survivors, including Barbara Griffis Prince and Zachary K. Griffis Garrido, a minor, are entitled by law, including but not limited to:

- A. Past and future pain and suffering of decedent's dependent and minor child from the date of his death and mental anguish affecting their enjoyment of life;
- B. Past and future loss of society, consortium, protection, companionship, instruction and guidance of the decedent to his surviving dependent and minor child from the date of his death;
- C. Past and future loss of support and services in money and/or damages to the survivors from the date of the decedent's death;
- D. Loss of future earnings and earning capabilities together with net accumulations;
- E. All of the decedent's medical and funeral expenses; and/or
- F. Any and all other damages to which the Plaintiffs are entitled

under applicable law.

WHEREFORE, Plaintiffs respectfully demand the entry of a Judgment in their favor and against Airline Transport Professionals Holdings, Inc., ATP USA, Inc., ATP Flight Academy, LLC, and ATP Flight Academy of Arizona, LLC for all compensatory damages, costs and other relief to which Plaintiffs are entitled or this Court deems appropriate and would demand trial by jury of all issues triable as a matter or right.

COUNT II

VICARIOUS LIABILITY

vs.

ATP AIRCRAFT 2 LLC

35. At all times material, ATP Aircraft 2 LLC owned the subject aircraft.

36. At all times material, ATP Aircraft 2 LLC, as the owner of the subject aircraft, a dangerous instrumentality, was responsible for ensuring that the subject aircraft was operated only by properly trained, competent and capable pilots and is vicariously or otherwise legally liable for all entities and individuals involved in the subject aircraft's operation.

37. ATP Aircraft 2 LLC knew or should have known that if the subject aircraft was not operated by properly trained, experienced, and competent pilots, there would be an unreasonable risk of harm to persons operating, flying, and/or being flown aboard the subject aircraft.

38. At all times material, ATP Aircraft 2 LLC, by and through its agents, employees, and representatives, including but not limited to Mr. Lopez, who as the Pilot in Command, and Airline Transport Professionals Holdings, Inc. and ATP USA, Inc., as the subject aircraft's operators, breached the duty of care owed to the decedent in some or all of, but not limited to, the following ways:

- A. By entrusting the subject aircraft to a Pilot in Command who was not fit, qualified, or properly trained to perform flights of this type and conditions;
- B. By operating the subject aircraft with a Pilot in Command who was not fit, qualified, or properly trained to perform flights of this type and conditions;

- C. By failing to properly navigate and operate the subject aircraft given the known or foreseeable instrument meteorological conditions and/or icing conditions and other inclement weather;
- D. By failing to follow proper pre-flight and/or in-flight procedures, particularly given the known or foreseeable instrument meteorological conditions and/or and other inclement weather;
- E. By failing to operate the subject aircraft in a safe and competent manner, particularly given the Operators' and Pilot in Command's knowledge of the adverse weather conditions and the aircraft's operational limitations, thereby resulting in the subject crash;
- F. By failing to maintain a proper and safe altitude and/or clearance with terrain;
- G. By failing to properly inspect, repair, modify, equip or service and/or otherwise maintain the aircraft in a safe and airworthy condition; and/or
- H. By failing to follow proper pre-flight, in-flight and abnormal and/or emergency procedures during the operation of the subject aircraft

39. At all times material, ATP Aircraft 2 LLC, by and through its agents, employees and/or representatives, including but not limited to Mr. Lopez while acting as Pilot in Command, and Airline Transport Professionals Holdings, Inc. and ATP USA, Inc., while acting as the subject aircraft's operators, failed to exercise the requisite degree of care in ensuring the airworthiness and safety of the subject aircraft, and operated the subject aircraft in a hazardous manner which violated the applicable standard of care.

40. ATP Aircraft 2 LLC and its agents, employees and/or representatives, including but not limited to Mr. Lopez as Pilot in Command, and Airline Transport Professionals Holdings, Inc. and ATP USA, Inc., as the subject aircraft's operators, while acting within the course and scope of their authorization, employment and entrustment, failed to protect against known or foreseeable risks and failed to take precautionary measures.

41. The crash of the subject aircraft on March 24, 2014 resulting in the death of Mr. Griffis was proximately and/or legally caused by ATP Aircraft 2 LLC, by and through the negligent acts

of its agents, employees, and/or representatives, including but not limited to Mr. Lopez and Airline Transport Professionals Holdings, Inc. and ATP USA, Inc.

42. Furthermore, as the owner of a dangerous instrumentality entrusted to its agents, employees, and/or representatives, including but not limited to Airline Transport Professionals Holdings, Inc. and ATP USA, Inc. and to Mr. Lopez regardless of his capacity, ATP Aircraft 2 LLC is liable for the negligent acts of Mr. Lopez who was operating the subject aircraft as Pilot in Command with the operators Airline Transport Professionals Holdings, Inc.'s and ATP USA, Inc.'s authorization, direction, and consent.

43. As a direct and proximate result of the crash and consequent death of the decedent, Plaintiffs have been damaged and ATP Aircraft 2 LLC is liable to Plaintiffs for all damages to which the decedent's survivors, including Barbara Griffis Prince and Zachary K. Griffis Garrido, a minor, are entitled by law, including but not limited to:

- A. Past and future pain and suffering of decedent's dependent and minor child from the date of his death and, mental anguish affecting their enjoyment of life;
- B. Past and future loss of society, consortium, protection, companionship, instruction and guidance of the decedent to his surviving dependent and minor child from the date of his death;
- C. Past and future loss of support and services in money and/or damages to the survivors from the date of this the decedent's death;
- D. Loss of future earnings and earning capabilities together with net accumulations;
- E. All of the decedent's medical and funeral expenses; and/or
- F. Any and all other damages to which the Plaintiffs are entitled under applicable law.

WHEREFORE, Plaintiffs respectfully demand the entry of a Judgment in their favor and against ATP Aircraft 2 LLC for all compensatory damages, costs and other relief to which Plaintiffs are entitled or this Court deems appropriate and would demand trial by jury of all issues triable as a matter or

right.

COUNT III

NEGLIGENCE

vs.

RAPCO, INC.

44. Prior to March 24, 2014, RAPCO, assembled, refurbished, integrated, tested, inspected, serviced, repaired, marketed, sold and/or distributed the left and right vacuum pumps installed in the subject aircraft.

45. At all times material, RAPCO was under a duty to use reasonable care and/or to exercise the highest degree of care in planning, refurbishing, modifying, testing, inspecting and/or distributing its vacuum pumps, including but not limited to the subject vacuum pumps.

46. At all times material, RAPCO was under a further, continuing and/or ongoing duty to, among other things:

- A. Plan, modify, refurbish, assemble and integrate the subject vacuum pumps so that they could be safely used and relied on by pilots to maintain desired power, particularly during aircraft operation;
- B. Test and/or inspect the subject vacuum pumps for dangerous conditions that existed and/or were likely to exist or be created by the vacuum pumps;
- C. Modify, service and/or repair dangerous conditions that were known or likely in the exercise of reasonable care to be known by RAPCO; and/or
- D. Prepare, supply and/or make available to users, maintenance companies and personnel and/or operators adequate manuals, service bulletins, engineering orders and/or instructions, limitations, advance warnings, data and/or other information concerning the RAPCO vacuum pumps and/or their dangerous characteristics so that owners, users and/or operators could properly and safely operate, maintain, service, modify and/or repair the vacuum pumps to keep them in a safe and airworthy condition and/or to prevent an unreasonable risk of harm to persons operating, flying and/or being flown on such aircraft using the vacuum pumps.

47. RAPCO knew or in the exercise of reasonable care should have known that if the

vacuum pumps were not properly planned, refurbished, integrated, serviced, repaired, tested, inspected and/or distributed, or improperly modified or modified without proper supervision, certification and testing there would be an unreasonable risk of harm to persons aboard aircraft utilizing the RAPCO vacuum pump.

48. At all times material, RAPCO breached the aforementioned duties and/or negligently failed to discharge the aforementioned duties by, among other things:

- A. Failing to plan, modify, refurbish or assemble the subject vacuum pumps so that they could be safely used and relied on by pilots within its operational parameters/capability;
- B. Failing to test and/or inspect the vacuum pumps for dangerous conditions that existed and/or were likely to exist on such pumps;
- C. Failing to modify, service and/or repair dangerous conditions that were known or likely in the existence of reasonable care to be known by RAPCO;
- D. Failing to warn, instruct and/or advise users of such dangerous conditions concerning and/or relating to the vacuum pumps that were known and should have been known to RAPCO; and/or
- E. Failing to prepare, supply and/or make available to users, servicing companies and personnel, and/or operators adequate manuals, service bulletins, engineering orders and/or instructions, limitations, advance warnings, data and/or other information concerning the RAPCO vacuum pumps and/or their dangerous characteristics so that owners, users and/or operators could properly and safely operate, maintain, service modify and/or repair the aircraft using the vacuum pumps to keep it in an airworthy and/or safe condition and/or to prevent an unreasonable risk upon persons operating, flying and/or being flown on such aircraft utilizing the subject vacuum pumps.

49. As a direct and proximate result of RAPCO's negligence as described in the paragraphs above, the left accident aircraft vacuum pump failed in-flight and contributed to the cause of the crash that led to the death of Mr. Griffis.

50. As a direct and proximate result of the crash and Mr. Griffis' consequent death, Plaintiffs have been damaged and RAPCO is liable to Plaintiffs and all beneficiaries for all damages

to which the decedent's survivors, including Barbara Griffis Prince and Zachary K. Griffis Garrido, a minor, are entitled by law, including but not limited to:

- A. Past and future pain and suffering of decedent's dependent and minor child from the date of his death and, mental anguish affecting their enjoyment of life;
- B. Past and future loss of society, consortium, protection, companionship, instruction and guidance of the decedent to his surviving dependent and minor child from the date of his death;
- C. Past and future loss of support and services in money and/or damages to the survivors from the date of this the decedent's death;
- D. Loss of future earnings and earning capabilities together with net accumulations;
- E. All of the decedent's medical and funeral expenses; and/or
- F. Any and all other damages to which the Plaintiffs are entitled under applicable law.

WHEREFORE, Plaintiffs respectfully demand the entry of a Judgment in their favor and against RAPCO for all compensatory damages, costs and other relief to which Plaintiffs are entitled or this Court deems appropriate and would demand trial by jury of all issues triable as a matter of right.

COUNT IV

NEGLIGENCE

vs.

NATASHA LOPEZ AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ANDRES SANTIAGO LOPEZ

51. At all times material, Mr. Lopez as Pilot in Command, owed a duty to operate and control the subject aircraft, on the ground and in the air, with the highest degree of care, and to exercise the highest degree of care to prevent injury of any kind.

52. The crash which occurred on March 24, 2014, and which resulted in the death of Mr. Griffis was a direct and proximate result of the negligence of Mr. Lopez while acting as Pilot in Command.

53. Mr. Lopez breached the duty of care owed to Plaintiffs and/or Plaintiffs' decedent in some or all of, but not limited to, the following ways:

- A. By operating the subject aircraft as Pilot in Command although not fit, qualified or properly trained to perform flights of this type;
- B. By failing to follow proper pre-flight, in-flight and/or abnormal or emergency procedures during the operation of the subject aircraft;
- C. By failing to properly navigate and operate the subject aircraft given the known or foreseeable instrument meteorological conditions and/or icing conditions;
- D. By failing to follow proper pre-flight and/or in-flight procedures given the known or foreseeable instrument meteorological conditions and other inclement weather;
- E. By failing to operate the subject aircraft in a safe and competent manner, particularly given the Pilot in Command's knowledge of the existing operation and the aircraft's operational limitations, thereby resulting in the subject crash;
- F. By failing to operate the subject aircraft in a safe and competent manner, particularly given the aircraft's operational limitations thereby resulting in the subject crash;
- G. By failing to maintain a safe and proper altitude and/or avoid terrain; and/or
- H. By failing to properly inspect the aircraft pre-flight and ensure its airworthiness, particularly given the known or foreseeable instrument meteorological conditions and other operational conditions.

54. Mr. Lopez failed to exercise the required degree of care in securing the safety of the subject aircraft, and operated the subject aircraft in a hazardous manner which negligently

violated the applicable standard of care in disregard of the foreseeable consequences of his negligence.

55. The crash of the subject aircraft on March 24, 2014, and Mr. Griffis' consequent death was proximately and/or legally caused by Mr. Lopez' negligence.

56. As a direct and proximate result of the aircraft crash, Plaintiffs have been damaged and Natasha Lopez as the Personal Representative of the Estate of Andres Santiago Lopez, deceased, is liable to Plaintiffs for all damages to which the decedent's survivors, including Barbara Griffis Prince and Zachary K. Griffis Garrido, a minor, are entitled by law, including but not limited to:

- A. Past and future pain and suffering of decedent's dependent and minor child from the date of his death and, mental anguish affecting their enjoyment of life;
- B. Past and future loss of society, consortium, protection, companionship, instruction and guidance of the decedent to his surviving dependent and minor child from the date of his death;
- C. Past and future loss of support and services in money and/or damages to the survivors from the date of this the decedent's death;
- D. Loss of future earnings and earning capabilities together with net accumulations;
- E. All of the decedent's medical and funeral expenses; and/or
- F. Any and all other damages to which the Plaintiffs are entitled under applicable law.

WHEREFORE, Plaintiffs respectfully demand the entry of a Judgment in their favor and against Natasha Lopez as the Personal Representative of the Estate of Andres Santiago Lopez, deceased, for all compensatory damages, costs and other relief to which Plaintiffs are entitled or this Court deems appropriate and would demand trial by jury of all issues triable as a matter of right.

Respectfully submitted this the 23rd day of March, 2016.

/s/ Christopher D. Glover
CHRISTOPHER D. GLOVER (0799041)
Attorney for Plaintiff

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JURY DEMAND

PLAINTIFF HEREBY DEMANDS TRIAL BY JURY ON ALL ISSUES OF THIS CAUSE.

/s/ Christopher D. Glover
OF COUNSEL

DEFENDANTS MAY BE SERVED AT THE FOLLOWING ADDRESSES:

AIRLINE TRANSPORT PROFESSIONALS
HOLDINGS, INC
c/o Corporation Service Company
1201 Hays St.
Tallahassee, FL 32301

ATP USA, INC.
c/o Corporation Service Company
40 Technology Pkwy. South, #300
Norcross, GA 30092

ATP FLIGHT ACADEMY, LLC
c/o Corporation Service Company
1201 Hays St.
Tallahassee, FL 32301

ATP FLIGHT ACADEMY OF
ARIZONA, LLC
c/o Corporation Service Company
2338 W. Royal Palm Rd., Suite J
Phoenix, AZ 85021

ATP AIRCRAFT 2, LLC
c/o Corporation Service Company
2711 Centerville Rd., Suite 400
Wilmington, DE 19808

RAPCO, Inc.
c/o Patrick J. White
445 Cardinal Lane
Hartland, WI 53029

Natasha Lopez, as Personal Representative
of the Estate of Andres Santiago Lopez,
deceased