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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10
11 GRISEL DONATELLI, individually;
12 DOMINIC WILLIAM DONATELLI, by and
through his guardian ad litem GRISEL
13 DONATELLI; AMANDA CAROLINA
DONATELLI, and the ESTATE OF
14 MICHAEL WILLIAM DONATELLI, by and
through its personal representative WILLIAM
15 A. DONATELLI;

16 Plaintiffs,

17 v.

18 ORBIC AIR, LLC, a corporation; VAN NUYS
COPTERS, LLC, a corporation, EYEWORKS
19 USA, LLC, a corporation; BONGO, INC, a
corporation; DISCOVERY
20 COMMUNICATIONS, LLC, a corporation;
DISCOVERY TALENT SERVICES, LLC;
21 THE ESTATE OF DAVID GENE GIBBS,
individually; CROSSBOW, INC., a
corporation, RODIANN DONATELLI
22 COTTO, a nominal defendant, SOFIA
DONATELLI, a nominal defendant, and
23 DOES 1 through 100, inclusive;

24 Defendants.

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

AUG 28 2013

John A. Clarke, Executive Officer/Clerk
By SHAURVA WESLEY Deputy

Case No.

BC519842

COMPLAINT FOR DAMAGES

1. **Negligence (Wrongful Death)**
2. **Negligent Hiring/Retention/
Training/Supervision/Entrustment**
3. **Survival Action (Punitive Damages)**

DEMAND FOR JURY TRIAL

COMPLAINT FOR DAMAGES

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This case arises from the wrongful death of MICHAEL WILLIAM DONATELLI in a helicopter crash that occurred on February 10, 2013

1. This case arises from the wrongful death of MICHAEL WILLIAM DONATELLI in a helicopter crash that occurred on February 10, 2013. Plaintiffs' Decedent was MICHAEL WILLIAM DONATELLI.

THE PARTIES

2. Plaintiff GRISEL DONATELLI was the wife of MICHAEL WILLIAM DONATELLI.

3. DOMINIC WILLIAM DONATELLI is the son of MICHAEL WILLIAM DONATELLI, and is represented in this action by GRISEL DONATELLI as guardian ad litem.

4. AMANDA CAROLINA DONATELLI is the daughter of MICHAEL WILLIAM DONATELLI.

5. The ESTATE OF MICHAEL WILLIAM DONATELLI is represented in this action by its personal representative WILLIAM A. DONATELLI.

6. Plaintiffs are informed that additional potential wrongful death heirs of Decedent DONATELLI may exist, named RODIANN DONATELLI COTTO and SOFIA DONATELLI. Upon information and belief, consent could not be obtained from these potential heirs to join in this action prior to filing of this lawsuit. Pursuant to *Code of Civil Procedure* § 382, RODIANN DONATELLI COTTO and SOFIA DONATELLI are hereby named as nominal defendants.

7. Defendant ORBIC AIR, LLC ("ORBIC") was and is a limited liability company with its principal place of business at 16700 Roscoe Blvd., Van Nuys, County of Los Angeles, California at all times relevant.

8. Defendant VAN NUYS COPTERS, LLC ("VAN NUYS") was and is a limited liability company with its principal place of business in Van Nuys, County of Los Angeles, California at all times relevant.

9. Defendant EYEWORKS USA, LLC ("EYEWORKS") was and is a limited liability

1 company with its principal place of business located at 3650 Redondo Beach Ave., Redondo
2 Beach, California, 90278.

3 10. Defendant BONGO, LLC (“BONGO”) was and is a limited liability company with
4 its principal place of business located at 3650 Redondo Beach Ave., Redondo Beach, California,
5 90278.

6 11. Defendant DISCOVERY COMMUNICATIONS, LLC (“DISCOVERY”) was and
7 is a limited liability company that, at all times relevant herein, conducted business and maintained
8 contacts within Los Angeles County in the State of California.

9 12. Defendant DISCOVERY TALENT SERVICES, LLC (“DISCOVERY TALENT”)
10 was and is a limited liability company that, at all times relevant herein, conducted business and
11 maintained contacts within Los Angeles County in the State of California.

12 13. Plaintiffs are informed and believe, and thereon allege, that Defendant THE
13 ESTATE OF DAVID GENE GIBBS has been opened in the County of Los Angeles, State of
14 California, where David G. Gibbs was a resident. Plaintiffs are informed and believe, and thereon
15 allege, that Defendant DOE 1 is the duly named personal representative of THE ESTATE OF
16 DAVID GENE GIBBS (“Gibbs”), Plaintiff further alleges on information and belief that a hearing
17 to appoint an executor has not yet occurred in the Los Angeles Superior Court, but that Plaintiffs
18 have prepared a Creditor's Claim pursuant to the Probate Code and have caused or will cause it to
19 be duly served upon his or her legal representative.

20 14. Defendant CROSSBOW HELICOPTERS, INC. (hereinafter “CROSSBOW”) was
21 and is a corporation with its principal place of business in Valencia, California. At all relevant
22 times herein, DAVID GENE GIBBS was an owner, operator, shareholder, and principal of
23 CROSSBOW.

24 15. The true names and capacities, whether individual, plural, corporate, partnership,
25 associate, or otherwise, of DOES 1 through 100, inclusive, are unknown to Plaintiffs who
26 therefore sue said Defendants by such fictitious names. The full extent of the facts linking such
27 fictitiously sued Defendants is unknown to Plaintiffs. Plaintiffs are informed and believe, and
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1 thereon allege, that each of the Defendants designated herein as a DOE was, and is, negligent, or
2 in some other actionable manner, responsible for the events and happenings hereinafter referred to,
3 and thereby negligently, or in some other actionable manner, legally and proximately caused the
4 hereinafter described injuries and damages to Plaintiffs. Plaintiffs will hereafter seek leave of the
5 Court to amend this Complaint to show the Defendants' true names and capacities after the same
6 have been ascertained.

7 16. Plaintiffs are informed and believe, and thereon allege, that at all times herein
8 alleged, each of the aforesaid Defendants, including DOES 1 through 100, was the agent, servant,
9 partner, aider and abettor, co-conspirator and joint venturer of the other herein and were at all
10 times operating and acting within the purpose and scope of said agency, service, employment,
11 partnership, conspiracy and joint venture and rendered substantial assistance and encouragement
12 to the other Defendants, knowing that their conduct constituted a breach of duty owed to Plaintiffs.

13 17. Plaintiffs are informed and believe, and thereon allege, that there exists, and at all
14 times herein alleged, there existed, a unity of interest in ownership between each of the aforesaid
15 Defendants, including DOES 1 through 100, such that any individuality and separateness between
16 these Defendants has ceased and these Defendants each are the alter-ego of the others and exerted
17 control over those Defendants. Adherence to the fiction of the separate existence of each these
18 Defendants as an entity distinct from the others will permit an abuse of the corporate privilege and
19 would sanction fraud and would promote injustice.

20 **GENERAL ALLEGATIONS**

21 18. Plaintiffs are informed and believes and based thereon allege that on or before
22 February 1, 2013, Defendants CROSSBOW and GIBBS submitted a "Plan of Activities" to the
23 Van Nuys Flight Standards District Office, to engage in filming activity, using the subject Bell
24 206B helicopter bearing registration number N59518 (hereinafter the "Helicopter") on February 9,
25 2013, and to engage in landing and take-off evolution at a secured site in Acton, California.

26 19. Plaintiffs are informed and believes and based thereon allege that on or before
27 February 8, 2013, defendants EYEWORCS, BONGO, DISCOVERY, DISCOVERY TALENT,
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1 BONGO LLC, and DOES 51 through 100 contracted with Defendants ORBIC, VAN NUYS,
2 GIBBS, CROSSBOW, and DOES 2 through 50 to provide helicopter services for the production
3 of a reality television show being produced by them.

4 20. Plaintiffs are informed and believes and based thereon allege that ORBIC and VAN
5 NUYS contracted with CROSSBOW and GIBBS, to supply pilot services and other technical
6 skills for the production.

7 21. On February 10, 2013, Plaintiffs' decedent, MICHAEL DONATELLI, was a
8 passenger in the Helicopter operated, used, and supplied by GIBBS, CROSSBOW, ORBIC, VAN
9 NUYS, and DOES 1 through 50.

10 22. Plaintiffs are informed and believe, and thereon allege, that on February 10, 2013 at
11 approximately 3:30 a.m., Decedent DONATELLI was a passenger in the Helicopter for the
12 purpose of filming for a television series, along with a camera operator, at or near Polsa Rosa
13 Ranch; 5700 Soledad Canyon Road; Acton, County of Los Angeles, California. The flight called
14 for operating the helicopter at low altitudes, over hilly terrain, with low lighting, poor visibility,
15 and in frost conditions.

16 23. The Helicopter was piloted at all relevant times by Defendant DAVID GENE
17 GIBBS.

18 24. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
19 Defendant GIBBS was acting as an employee and agent for Defendants ORBIC, CROSSBOW,
20 VAN NUYS, and DOES 1 through 50.

21 25. Plaintiffs are informed and believe, and thereon allege, that after takeoff, and while
22 the Helicopter maneuvering at approximately 60 miles per hour, the Helicopter suddenly pitched
23 down and crashed into the ground. The impact caused injuries to MICHAEL WILLIAM
24 DONATELLI and the camera operator which, after a period of time, were fatal to MICHAEL
25 WILLIAM DONATELLI.

26 26. The filming and production of the television series, as well as the hiring, retention,
27 supervision, training, and entrustment of persons, businesses, employees and independent
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1 contractors for accomplishing tasks related to the television series in question, including the
2 piloting of helicopters, was controlled by and was the responsibility of Defendants EYEWORCS,
3 BONGO, DISCOVERY, DISCOVERY TALENT, and DOES 1 through 100, and each of them, at
4 all times relevant herein.

5
6 **FIRST CAUSE OF ACTION**

7 **(Negligence – Wrongful Death Against Defendants GIBBS, CROSSBOW, ORBIC, VAN**
8 **NUYS, and DOES 1 through 50)**

9 27. Plaintiffs hereby reallege and incorporate by reference each and every prior
10 allegation this Complaint as though fully set forth herein.

11 28. On and before February 10, 2013, Defendant GIBBS, CROSSBOW, ORBIC, and
12 DOES 1 through 50; owed a duty to exercise reasonable care for the safety of passengers aboard
13 the Helicopter, including Plaintiffs' decedent MICHAEL WILLIAM DONATELLI.

14 29. Defendant GIBBS, CROSSBOW, ORBIC, VAN NUYS, and DOES 1 through 50
15 acted negligently, recklessly, unlawfully, and/or with conscious disregard for the safety of others
16 in one or more of the following respects:

- 17 a. Failed to maintain proper, safe, and/or adequate control over the Helicopter;
- 18 b. Failed to act reasonably in the ownership of the Helicopter;
- 19 c. Failed to undertake and perform the appropriate and necessary actions to
20 accomplish a safe flight;
- 21 d. Failed to abort the flight given the adverse weather, visibility, and landing
22 zone, and other conditions;
- 23 e. Failed to adequately maintain the Helicopter;
- 24 f. Allowed and/or caused the aircraft to crash into the ground; and
- 25 g. Otherwise acting negligently, recklessly, unlawfully, and/or with conscious
26 disregard for the safety of others.

27 30. The negligence, recklessness, unlawful acts, and/or conscious disregard of the
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1 safety of others of GIBBS, CROSSBOW, ORBIC, and DOES 1 through 50 was a substantial
2 factor in causing the death of Decedent DONATELLI.

3 31. As a legal, direct and proximate result of the negligence, carelessness, and/or
4 violation of the law, by the Defendants, and each of them, including DOES 1 through 50,
5 inclusive, Plaintiffs have sustained damages resulting from the loss of love, affection, society,
6 service, comfort, support, right of support, expectations of future support, and counseling,
7 companionship, solace and mental support, as well as other benefits and assistance, of the
8 decedent, all to their general damage in a sum in excess of the jurisdictional limits of this Court,
9 which will be stated according to proof, in accordance with Section 425.10 of the California *Code*
10 *of Civil Procedure*.

11 32. As a legal, direct and proximate result of the conduct of the Defendants, and each
12 of them, including DOES 1 through 50, inclusive, Plaintiffs will be deprived of the financial
13 support and assistance of the decedent, the exact amount of such losses to be stated according to
14 proof, pursuant to Section 425.10 of the California *Code of Civil Procedure*.

15 33. As a legal, direct and proximate result of the conduct of the Defendants, and each
16 of them, including DOES 1 through 50, inclusive, Plaintiffs have incurred funeral and burial
17 expenses in an amount to be stated according to proof, pursuant to Section 425.10 of the
18 California *Code of Civil Procedure*.

19
20 **SECOND CAUSE OF ACTION**

21 **(Negligent Hiring/Retention/Training/Supervision/Entrustment Against**
22 **Defendants ORBIC, CROSSBOW, VAN NUYS, EYEWORCS, BONGO, DISCOVERY,**
23 **DISCOVERY TALENT and DOES 2 through 100)**

24 34. Plaintiffs hereby reallege and incorporate by reference each and every prior
25 allegation this Complaint as though fully set forth herein.

26 35. On and before February 10, 2013, Defendants ORBIC, CROSSBOW, VAN NUYS,
27 EYEWORCS, BONGO, DISCOVERY, DISCOVERY TALENT, and DOES 2 through 100, owed
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1 a duty to protect foreseeable persons, including Decedent MICHAEL WILLIAM DONATELLI,
2 against an unreasonable risk of physical harm.

3 36. At all times mentioned herein, Defendants ORBIC, CROSSBOW, VAN NUYS,
4 and DOES 2 through 50, and each of them, owed a duty of care to the public, including Decedent
5 DONATELLI, in the hiring, retention, training, supervision of their agents, employees, servants,
6 and/or independent contractors, to whom they assigned, authorized, allowed, or entrusted the
7 operation of helicopters, that they do so in a reasonable manner and within the laws of the state of
8 California.

9 37. Plaintiffs are informed and believe, and thereupon allege, that at all times
10 mentioned herein, Defendants ORBIC, CROSSBOW, VAN NUYS, and DOES 2 through 50, and
11 each of them, were negligent in the hiring, retention, training, and supervision of Defendants
12 GIBBS, in that Defendants ORBIC and DOES 2 through 50, inclusive, and each of them, knew or
13 should have known that Defendant GIBBS was unfit for specific tasks to be performed, namely
14 the general safe operation of a helicopter.

15 38. Plaintiffs are informed and believe, and thereupon allege, that at all times
16 mentioned herein, Defendants ORBIC, CROSSBOW, VAN NUYS, and DOES 2 through 50,
17 inclusive, and each of them, were further negligent by failing to provide any or sufficient training
18 or supervision to GIBBS for performance/duties which included operating helicopters.

19 39. At all times mentioned herein, Defendants DISCOVERY, DISCOVERY TALENT,
20 EYEWORCS, BONGO, and DOES 51 through 100, and each of them, owed a duty of care to the
21 public, including Decedent DONATELLI, in the hiring, retention, training, supervision of their
22 agents, employees, servants, and/or independent contractors, to whom they assigned, authorized,
23 allowed, or entrusted the operation of helicopters, that they do so in a reasonable manner and
24 within the laws of the state of California.

25 40. Plaintiffs are informed and believe, and thereupon allege, that at all times
26 mentioned herein, Defendants DISCOVERY, DISCOVERY TALENT, EYEWORCS, BONGO,
27 and DOES 51 through 100, and each of them, were negligent in the hiring, retention, training, and
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1 supervision of Defendants GIBBS, CROSSBOW, ORBIC, VAN NUYS, and DOES 2 through 50,
2 in that Defendants DISCOVERY, DISCOVERY TALENT, EYEWORKS, BONGO, and DOES
3 51 through 100, inclusive, and each of them, knew or should have known that Defendants GIBBS,
4 CROSSBOW, ORBIC, VAN NUYS, and DOES 2 through 50 were unfit for specific tasks to be
5 performed, namely the general safe operation of a helicopter.

6 41. Plaintiffs are informed and believe, and thereupon allege, that at all times
7 mentioned herein, Defendants DISCOVERY, DISCOVERY TALENT, EYEWORKS, BONGO,
8 and DOES 51 through 100, inclusive, and each of them, were further negligent by failing to
9 provide any or sufficient training or supervision for performance/duties which included operating
10 helicopters.

11 42. Plaintiffs are informed and believe, and thereupon allege Defendants ORBIC,
12 CROSSBOW, VAN NUYS, DISCOVERY, DISCOVERY TALENT, EYEWORKS, BONGO,
13 and DOES 2 through 100, and each of them, owned and/or controlled the helicopter operated by
14 Defendant GIBBS.

15 43. Plaintiffs are informed and believe, and thereupon allege Defendants ORBIC,
16 CROSSBOW, VAN NUYS, DISCOVERY, DISCOVERY TALENT, EYEWORKS, BONGO,
17 and DOES 1 through 100, and each of them, knew, or should have known, that GIBBS was
18 incompetent or unfit to operate the Helicopter.

19 44. Plaintiffs are informed and believe, and thereupon allege Defendants ORBIC,
20 CROSSBOW, VAN NUYS, DISCOVERY, DISCOVERY TALENT, EYEWORKS, BONGO,
21 and DOES 2 through 100, and each of them, nonetheless permitted GIBBS to operate the
22 Helicopter.

23 45. Plaintiffs are informed and believe, and thereupon allege the incompetence or
24 unfitness of GIBBS to operate a helicopter was a substantial factor in causing harm to Decedent
25 DONATELLI.

26 46. Plaintiffs are informed and believe, and thereupon allege, that at all times
27 mentioned herein, Defendants ORBIC, CROSSBOW, VAN NUYS, EYEWORKS, BONGO,
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1 DISCOVERY, DISCOVERY TALENT, and DOES 2 through 100, and each of their
2 aforementioned negligent hiring, retention, training, supervision, and entrustment were each a
3 legal and proximate cause of the subject helicopter crash, causing the injuries and damages
4 complained of herein.

5 47. As a legal, direct and proximate result of the negligence, carelessness, and/or
6 violation of the law, by the Defendants, and each of them, including DOES 2 through 100,
7 inclusive, Plaintiffs have sustained damages resulting from the loss of love, affection, society,
8 service, comfort, support, right of support, expectations of future support, and counseling,
9 companionship, solace and mental support, as well as other benefits and assistance, of the
10 decedent, all to their general damage in a sum in excess of the jurisdictional limits of this Court,
11 which will be stated according to proof, in accordance with Section 425.10 of the California *Code*
12 *of Civil Procedure*.

13 48. As a legal, direct and proximate result of the conduct of the Defendants, and each
14 of them, including DOES 2 through 100, inclusive, Plaintiffs will be deprived of the financial
15 support and assistance of the decedent, the exact amount of such losses to be stated according to
16 proof, pursuant to Section 425.10 of the California *Code of Civil Procedure*.

17 49. As a legal, direct and proximate result of the conduct of the Defendants, and each
18 of them, including DOES 2 through 100, inclusive, Plaintiffs have incurred funeral and burial
19 expenses in an amount to be stated according to proof, pursuant to Section 425.10 of the
20 California *Code of Civil Procedure*.

21
22 **THIRD CAUSE OF ACTION**

23 **(Survival Action Against All Defendants)**

24 50. Plaintiffs hereby reallege and incorporate by reference each and every prior
25 allegation this Complaint as though fully set forth herein.

26 51. Plaintiffs are informed and believe, and thereupon allege the aforementioned
27 subject incident that gave rise to this lawsuit caused Decedent DONATELLI to suffer traumatic
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1 injury, as well as damage to his personal clothing and articles (property damage).

2 52. As a legal, direct and proximate result of the conduct of Defendants, and each of
3 them, as aforesaid, Decedent DONATELLI was injured in his person by the helicopter crash and
4 survived for a period of time after the initial impact and/or initial injury.

5 53. Decedent DONATELLI sustained severe injuries to his body that ultimately
6 resulted in death, and therefore THE ESTATE OF MICHAEL WILLIAM DONATELLI seeks all
7 damages accruing to the decedent in a survival action, pursuant to the California Code of Civil
8 Procedure § 377.34. All of said damages combine to a sum in excess of the jurisdictional
9 minimum of this Court, including any penalties, punitive or exemplary damages that the Decedent
10 would have been entitled to had she lived, with the exception of pain, suffering, disfigurement,
11 which will be stated according to proof, pursuant to Section 425.10 of the California Code of Civil
12 Procedure.

13 54. Plaintiffs are informed and believe, and thereon allege, that Defendants GIBBS,
14 ORBIC, and DOES 1 through 50, inclusive, acted with "malice" in that they engaged in conduct
15 either constituting (1) willful and wanton misconduct, or (2) despicable conduct in conscious
16 disregard of the safety of the Decedent and the public, thereby entitling THE ESTATE OF
17 MICHAEL WILLIAM DONATELLI to an award of punitive damages pursuant to California
18 Civil Code § 3294.

19 55. Plaintiffs are informed and believe, and thereon allege, that Defendants GIBBS,
20 CROSSBOW, ORBIC, VAN NUYS, and DOES 1 through 50, inclusive, acted with "malice," by
21 conduct that included, but is not limited to the following:

22 a. Knowingly, intentionally and with a conscious and reckless disregard for the safety
23 of others, failing to maintain proper, safe, and/or adequate control over the Helicopter;

24 b. Knowingly, intentionally and with a conscious and reckless disregard for the safety
25 of others, failing to maintain sufficient altitude after departing the landing zone to avoid
26 obstruction;

27 c. Knowingly, intentionally and with a conscious and reckless disregard for the safety
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1 of others, failing to undertake and perform the appropriate procedures necessary to
2 accomplish a safe flight;

3 d. Knowingly, intentionally and with a conscious and reckless disregard for the safety
4 of others, failing to abort the flight given the adverse weather, visibility, and terrain
5 conditions;

6 e. Knowingly, intentionally and with a conscious and reckless disregard for the safety
7 of others, allowing the aircraft to crash into the ground; and

8 f. Were otherwise willful and wanton in their actions.

9 56. For the purposes of helicopter flights, such as this one, GIBBS acted as a managing
10 agent for CROSSBOW, ORBIC, VAN NUYS, and DOES 2 through 50, by exercising substantial
11 control over corporate policies regarding such flights. In addition, other officers, directors, or
12 managing agents, whose identities are unknown to the Plaintiffs at this time, performed,
13 contributed to, authorized, and/or ratified the above-described acts.

14 57. Plaintiffs are informed and believe, and thereon allege, that Defendants
15 CROSSBOW, ORBIC, VAN NUYS, and DOES 2 through 50, inclusive, acted with "malice," by
16 conduct that included, but is not limited to the following:

17 a. Knowingly, intentionally, willfully, and/or with a conscious disregard for the safety
18 of others, failing to maintain proper, safe, and/or adequate control over the Helicopter;

19 b. Having advance knowledge that GIBBS was unfit to operate the Helicopter,
20 particularly for a flight intended to include serious dangers of a crash including low-
21 altitude flight, hilly terrain, and low lighting conditions at 3:30 a.m.

22 c. Specifically, ORBIC, VAN NUYS, CROSSBOW, and DOES 2 through 50 knew,
23 and/or should have known given even a cursory investigation, that GIBBS had a past
24 safety record including multiple FAA suspensions of his pilot's license and prior incidents
25 of injury-producing helicopter crashes prior to the subject incident that rendered him
26 unqualified to fly the flight plan scheduled during the subject incident.

27 d. Despite this, ORBIC, VAN NUYS, CROSSBOW, and DOES 2 through 50, and
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1 each of them, employed, hired, and/or retained GIBBS to operate the Helicopter in
2 conscious disregard of the rights and safety of others.

3 e. ORBIC, VAN NUYS, CROSSBOW, and DOES 2 through 50, and each of them,
4 also had corporate policies, or engaged in a failure to enforce corporate policies, that
5 resulted in the employment, hiring, and/or retention of unqualified and unsafe pilots,
6 including GIBBS, during the subject incident and during other incidents which have
7 included crashes producing injury and death.

8 f. ORBIC, VAN NUYS, CROSSBOW, and DOES 2 through 50, and each of them,
9 also approved, authorized, or otherwise directed an unsafe, dangerous flight plan without
10 ensuring adequate safety precautions were taken, in conscious disregard of the safety of
11 others, during the subject incident and during other incidents which have included crashes
12 producing injury and death.

13 58. Plaintiffs are informed and believe, and thereon allege, that Defendants
14 DISCOVERY, DISCOVERY TALENT, EYEWORCS, BONGO, and DOES 51 through 100,
15 inclusive, acted with "malice" by conduct that included, but is not limited to the following:

16 a. Knowingly, intentionally and with a conscious and reckless disregard for the safety
17 of others, failing to maintain proper, safe, and/or adequate control over the Helicopter;

18 b. Having advance knowledge that GIBBS, CROSSBOW, ORBIC, VAN NUYS, and
19 DOES 2 through 50 were unfit to operate the Helicopter, particularly for a flight intended
20 to include significant dangers of a crash including low-altitude flight, hilly terrain and low
21 lighting conditions at 3:30 a.m.

22 c. Specifically, DISCOVERY, DISCOVERY TALENT, EYEWORCS, BONGO, and
23 DOES 51 through 100 knew, and/or should have known given even a cursory
24 investigation, that GIBBS had a past safety record including multiple FAA suspensions of
25 his pilot's license and prior incidents of injury-producing helicopter crashes prior to the
26 subject incident that rendered him unqualified to fly the flight plan scheduled during the
27 subject incident.

1 d. Despite this, DISCOVERY, DISCOVERY TALENT, EYEWORKS, BONGO, and
2 DOES 51 through 100, and each of them, employed, hired, and/or retained GIBBS,
3 CROSSBOW, ORBIC, VAN NUYS, and DOES 2 through 50, to operate the Helicopter in
4 conscious disregard of the rights and safety of others.

5 e. DISCOVERY, DISCOVERY TALENT, EYEWORKS, BONGO, and DOES 51
6 through 100 also had corporate policies, or engaged in a failure to enforce corporate
7 policies, that resulted in the employment, hiring, and/or retention of unqualified and unsafe
8 pilots and aviation companies, including GIBBS, CROSSBOW, ORBIC, VAN NUYS, and
9 DOES 2 through 50, during the subject incident and during other incidents which have
10 included crashes producing injury and death.

11 f. DISCOVERY, DISCOVERY TALENT, EYEWORKS, BONGO, and DOES 51
12 through 100, and each of them, also approved, authorized, or otherwise directed an unsafe,
13 dangerous flight plan without ensuring adequate safety precautions were taken, in
14 conscious disregard of the safety of others, during the subject incident and during other
15 incidents which have included crashes producing injury and death.

16 g. DISCOVERY, DISCOVERY TALENT, EYEWORKS, BONGO, and DOES 51
17 through 100, and each of them, also have had an extensive history of knowingly failing to
18 provide adequate safety measures for the filming of reality television series such as this
19 one. These safety problems were the result of cost-cutting measures aimed at increasing
20 profits as a result of the conscious disregard of the additional, unacceptable safety risks
21 imposed. These safety problems have resulted in injuries and death in the filming of such
22 television series, and have continued to do so following the death of Decedent Donatelli.

23 59. Defendants GIBBS, CROSSBOW, ORBIC, VAN NUYS, DISCOVERY,
24 DISCOVERY TALENT, EYEWORKS, BONGO, and DOES 2 through 100, inclusive, and each
25 of them, had prior knowledge of the dangers and risks of serious injury or death that such
26 misconduct would and did create to members of the public, such as Decedent DONATELLI.
27 Despite such knowledge, Defendants continued to engage in such misconduct. Said misconduct
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1 by Defendants, in knowingly or recklessly creating said substantial risk and high probability of
2 injury or death to members of the public, was oppressive, despicable, highly reprehensible and
3 done in the conscious disregard for the rights and safety of the public, including Decedent
4 DONATELLI.

5 60. The above-mentioned acts and omissions were authorized and/or ratified by
6 managerial employees of Defendants CROSSBOW, ORBIC, VAN NUYS, DISCOVERY,
7 DISCOVERY TALENT, EYEWORKS, BONGO, and DOES 2 through 100, inclusive, and each
8 of them, and were carried out with the consent of their officers, directors, and/or managing agents.

9 61. Because the acts and/or omissions of Defendants GIBBS, CROSSBOW, ORBIC,
10 VAN NUYS, DISCOVERY, DISCOVERY TALENT, EYEWORKS, BONGO, and DOES 2
11 through 100, inclusive, were committed in a malicious, unlawful, and/or unreasonable manner, as
12 fully set forth above, causing injury and damage to Decedent DONATELLI, and done with a
13 conscious disregard of the rights and safety of Decedent DONATELLI, Plaintiffs request the
14 assessment of punitive damages against Defendants GIBBS, CROSSBOW, ORBIC, VAN NUYS,
15 DISCOVERY, DISCOVERY TALENT, EYEWORKS, BONGO, and DOES 2 through 100,
16 inclusive, in an amount appropriate to punish or set an example of Defendants, and each of them.

17
18 **PRAYER FOR DAMAGES**

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

21 1. For general damages suffered by Plaintiffs including but not limited to loss of love,
22 affection, care, society, service, comfort, support, right to support, companionship, solace or moral
23 support, expectations of future support and counseling, other benefits and assistance of Decedent
24 MICHAEL WILLIAM DONATELLI, which will be stated according to proof, and beyond the
25 jurisdictional minimum of this Court; in a sum within the jurisdiction of this Court and which will
26 be established according to proof at trial;

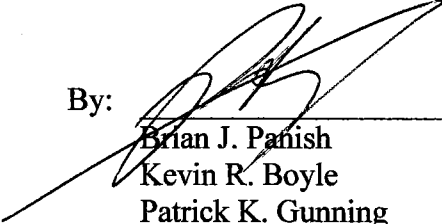
27 2. For economic damages suffered by Plaintiffs including but not limited to loss of
28

- 1 earnings and loss of financial support from Decedent MICHAEL WILLIAM DONATELLI,
2 property damage to THE ESTATE OF MICHAEL WILLIAM DONATELLI, according to proof;
3 3. For prejudgment interest, according to proof;
4 4. For punitive damages asserted by THE ESTATE OF MICHAEL WILLIAM
5 DONATELLI against Defendants GIBBS, CROSSBOW, ORBIC, VAN NUYS, DISCOVERY,
6 DISCOVERY TALENT, EYEWORKS, BONGO, and DOES 1 through 100, according to proof;
7 5. For applicable costs and fees;
8 6. For such other and further relief as this Court may deem just and proper.
9

10 DATED: August 21, 2013

PANISH SHEA & BOYLE LLP

11
12
13 By:



14 Brian J. Panish
15 Kevin R. Boyle
16 Patrick K. Gunning
17 Attorneys for Plaintiffs
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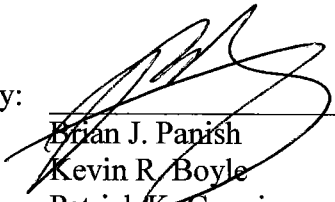
DEMAND FOR JURY TRIAL

Plaintiffs hereby request trial by jury for all causes of action and forms of relief requested.

DATED: August 27, 2013

PANISH SHEA & BOYLE LLP

By:



Brian J. Panish
Kevin R. Boyle
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