

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

JASON BRIDWELL, as personal representative
of the Estate of HEATHER A. BRIDWELL,
deceased,

Case No:

Plaintiff,

vs.

L-HOLDING LLC, a foreign limited liability
corporation, SAPPHIRE AVIATION HOLDINGS
LLC, a limited liability corporation, LUHTECH, INC.
(*d.b.a Luhtech Jet*), a Florida corporation, PLATINUM
AVIATION, LLC, a Florida limited liability corporation,
NORTH COUNTY FLIGHT TRAINING, LLC, a
Florida limited liability corporation, PILOTGUY
CONSULTING, LLC, a Florida limited liability corporation
and CASANDRA I. MATEO, as personal representative of
the Estate of EDUARDO A. MULET, deceased,

Defendants.

COMPLAINT

Plaintiff, JASON BRIDWELL, as personal representative of the ESTATE OF HEATHER A. BRIDWELL (“ESTATE”), deceased, sues the defendants, L-HOLDING LLC (“LH”), a foreign limited liability corporation, SAPPHIRE AVIATION HOLDINGS LLC (“SAPPHIRE”), a Florida limited liability Corporation, LUHTECH, INC. (“LUHTECH”), a Florida corporation, PLATINUM AVIATION, LLC (“PLATINUM”), a Florida limited liability corporation, NORTH COUNTY FLIGHT TRAINING, LLC (“NCFT”) a Florida limited liability corporation, PILOTGUY CONSULTING, LLC (“PILOTGUY”) a Florida limited liability corporation and CASANDRA I. MATEO (“MATEO”), as personal representative of the Estate of EDUARDO A. MULET (“MULET”) deceased, stating:

JURISDICTION AND VENUE

1. This is an action for damages in excess of \$15,000.00, exclusive of interest and costs.
2. At all times material hereto, HEATHER A. BRIDWELL was a resident of Palm Beach County, Florida.
3. HEATHER A. BRIDWELL was born in August of 1975.
4. HEATHER A. BRIDWELL died on March 8, 2019.
5. HEATHER A. BRIDWELL is survived by JASON BRIDWELL, her husband, who is over the age of 18 and is otherwise sui juris and M.B., a minor child who is under the age of 18.
6. JASON BRIDWELL is the duly authorized and appointed Personal Representative of the ESTATE, which was established in Palm Beach County, Florida.
7. At all times material hereto, LH was a foreign for-profit corporation with offices in Palm Beach County, Florida.
8. At all times material hereto SAPPHIRE was a Florida for-profit corporation operating out of Palm Beach County, Florida.
9. At all times material hereto LUHTECH was a Florida for-profit corporation operating out of Palm Beach County, Florida.
10. At all times material hereto PLATINUM was a Florida for-profit corporation operating out of Palm Beach County, Florida.
11. At all times material hereto NCFT was a Florida for-profit corporation operating out of Palm Beach County, Florida.

12. At all times material hereto PILOTGUY was a Florida for-profit corporation operating out of Palm Beach County, Florida.

13. At all times material hereto, MULET was a resident of Palm Beach County, Florida.

14. The airplane crash giving rise to this action occurred in Palm Beach County, Florida.

GENERAL ALLEGATIONS

15. JASON BRIDWELL brings this action on behalf of the ESTATE and on behalf of the survivors of HEATHER A. BRIDWELL.

16. Pursuant to Section 768.21, Florida Statutes, the potential beneficiaries are:

A. The ESTATE,

B. JASON BRIDWELL, the surviving husband of HEATHER A. BRIDWELL, and

C. M.B., the surviving minor child of HEATHER A. BRIDWELL.

17. At all times material hereto, including on March 8, 2019, LH owned a Piper PA-23-250 aircraft, bearing serial number 27-3048 and was registered with the Federal Aviation Administration (“FAA”) with U.S. registration number N5894Y (hereinafter referred to as the “aircraft”). The aircraft was a dangerous instrumentality.

18. At all times material hereto, including on March 8, 2019, through their agents, employees and/or associates, LH, SAPPHIRE, LUHTECH, PLATINUM and NCFT were in the business of providing aviation services, including but not limited to aircraft rental, maintenance, service, repair, chartering, transporting, leasing, loaning and/or consulting.

19. To the Plaintiffs' knowledge and belief, LH, SAPPHIRE, LUHTECH, PLATINUM and NCFT were in possession, custody, control, maintained, serviced, rented, leased, loaned or chartered the aircraft for the use of HEATHER A. BRIDWELL and other occupants for transport.

20. On March 8, 2019, PILOTGUY and MULET provided airman services to fly the aircraft to transport HEATHER A. BRIDWELL and other occupants in the State of Florida.

21. On March 8, 2019, through their agents, employees and/or associates, LH, SAPPHIRE, LUHTECH, PLATINUM and NCFT negligently entrusted the aircraft to PILOTGUY and MULET since MULET was incompetent and otherwise unqualified in operating the aircraft and despite his FAA airmen certification being inadequate and out of date for transporting HEATHER A. BRIDWELL and the other occupants in the aircraft.

22. At all times material hereto, including March 8, 2019, by and through their agents, employees and/or associates, LH, SAPPHIRE, LUHTECH, PLATINUM, NCFT, PILOTGUY and MULET negligently maintained, serviced and/or repaired the aircraft causing it to have mechanical defects, failures and other problems that LH, SAPPHIRE, LUHTECH, PLATINUM, NCFT, PILOTGUY and MULET knew or should have known the aircraft had.

23. To the Plaintiff's information and belief, LH, SAPPHIRE, LUHTECH, PLATINUM, NCFT, PILOTGUY and MULET knew or should have known that the aircraft had prior mechanical problems that were not adequately repaired, which would cause the aircraft to have engine failures in the past.

24. On one of the final transmissions by MULET to Arrival Radar I position he stated, "I think I have an engine failure on the left" and that "It's misfiring and I'm about to shut it down."

MULET further requested that the flight be diverted from North Palm Beach County Airport to Pahokee Airport.

25. Arrival Radar I requested that MULET maintain 2000 feet and it specifically requested that MULET “Let me know when you have the field in sight.” Shortly after MULET reported the field in sight, it was reported that MULET crashed the plane into Lake Okeechobee, close to Pahokee Airport.

26. At all times material hereto, including March 8, 2019, by and through their agents, employees and/or associates, LH, SAPPHIRE, LUHTECH, PLATINUM and NCFT, knew or should have known MULET was transporting HEATHER A. BRIDWELL and other occupants with the aircraft, it knew or should have known MULET’s flight plan and it knew or should have known the aircraft could not safely complete the flight plan.

27. At all times material hereto, including March 8, 2019, by and through their agents, employees and/or associates, PILOTGUY and MULET, knew or should have known MULET was not qualified to operate the aircraft, that his medical certification with the FAA was out of date, that the flight plan of the aircraft was not safe for the transport of HEATHER A. BRIDWELL and the other occupants of the aircraft and that the aircraft was unsafe due to mechanical, maintenance and/or other defects that were not corrected before flight.

28. On March 8, 2019, MULET negligently operated and maintained the aircraft causing it to crash resulting in the death of HEATHER A. BRIDWELL and all the occupants of the aircraft.

29. On March 8, 2019, due to the above described negligence of LH, SAPPHIRE, LUHTECH, PLATINUM, NCFT, PILOTGUY and MULET the aircraft experienced mechanical

failure which caused the aircraft to crash resulting in the death of HEATHER A. BRIDWELL and all the occupants of the aircraft.

30. As a direct result of the wrongful death of HEATHER A. BRIDWELL, the beneficiaries of the ESTATE have suffered damages, including but not limited to:

- A. JASON BRIDWELL: Loss of support and services and her companionship and protection. Additionally, he has sustained mental pain and suffering due to his wife's untimely death. His losses and damages are permanent or continuing and he will suffer them in the future.
- B. M.B.: Loss of parental companionship, instruction and guidance. She also sustained mental pain and suffering due to her mother's untimely death. Her losses and damages are permanent or continuing and she will suffer them in the future.

COUNT I – NEGLIGENCE – WRONGFUL DEATH AGAINST DEFENDANT, LH

31. JASON BRIDWELL, as Personal Representative of the Estate of HEATHER A. BRIDWELL, realleges and reaffirms the allegations contained in paragraphs 1 through 30 above, and further alleges:

32. Defendant, LH, owed HEATHER A. BRIDWELL various duties, including but not limited to, the duty:

- A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;
- B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;
- C. To ensure that the aircraft was serviceable for the intended flight;

D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;

E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and

F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

33. Defendant breached said duties owed to HEATHER A. BRIDWELL in that it failed:

A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;

B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;

C. To ensure that the aircraft was serviceable for the intended flight;

D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;

E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had

mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and

F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

34. As a direct and proximate result, plaintiff has suffered significant damages. Plaintiff seeks all elements of damages recoverable under the Florida Wrongful Death Act and under Florida law, to include:

- A. JASON BRIDWELL's mental pain and suffering from the date of injury and death.
- B. M.B.'s mental pain and suffering from the date of injury and death.
- C. Medical and funeral expenses incurred as a result of HEATHER A. BRIDWELL's death.

WHEREFORE, Plaintiff, JASON BRIDWELL, as Personal Representative of the ESTATE OF HEATHER A. BRIDWELL, demands judgment against defendant, LH for damages in excess of Fifteen Thousand Dollars (\$15,000.00), plus interest and costs of this action, and further demand trial by jury.

COUNT II – NEGLIGENCE – WRONGFUL DEATH AGAINST DEFENDANT, SAPPHIRE

35. JASON BRIDWELL, as Personal Representative of the Estate of HEATHER A. BRIDWELL, realleges and reaffirms the allegations contained in paragraphs 1 through 30 above, and further alleges:

36. Defendant, SAPPHIRE, owed HEATHER A. BRIDWELL various duties, including but not limited to, the duty:

- A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;
- B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;
- C. To ensure that the aircraft was serviceable for the intended flight;
- D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;
- E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and
- F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

37. Defendant breached said duties owed to HEATHER A. BRIDWELL in that it failed:

- A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;
- B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;
- C. To ensure that the aircraft was serviceable for the intended flight;

D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;

E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and

F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

38. As a direct and proximate result, plaintiff has suffered significant damages. Plaintiff seeks all elements of damages recoverable under the Florida Wrongful Death Act and under Florida law, to include:

A. JASON BRIDWELL's mental pain and suffering from the date of injury and death.

B. M.B.'s mental pain and suffering from the date of injury and death.

C. Medical and funeral expenses incurred as a result of HEATHER A. BRIDWELL's death.

WHEREFORE, plaintiff, JASON BRIDWELL, as Personal Representative of the ESTATE OF HEATHER A. BRIDWELL, demands judgment against defendant, SAPPHIRE for damages in excess of Fifteen Thousand Dollars (\$15,000.00), plus interest and costs of this action, and further demand trial by jury.

**COUNT III– NEGLIGENCE – WRONGFUL DEATH AGAINST DEFENDANT,
LUHTECH**

39. JASON BRIDWELL, as Personal Representative of the Estate of HEATHER A. BRIDWELL, realleges and reaffirms the allegations contained in paragraphs 1 through 30 above, and further alleges:

40. Defendant, LUHTECH, owed HEATHER A. BRIDWELL various duties, including but not limited to, the duty:

- A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;
- B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;
- C. To ensure that the aircraft was serviceable for the intended flight;
- D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;
- E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and
- F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

41. Defendant breached said duties owed to HEATHER A. BRIDWELL in that it failed:

- A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;
- B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;
- C. To ensure that the aircraft was serviceable for the intended flight;
- D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;
- E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and
- F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

42. As a direct and proximate result, plaintiff has suffered significant damages. Plaintiff seeks all elements of damages recoverable under the Florida Wrongful Death Act and under Florida law, to include:

- A. JASON BRIDWELL's mental pain and suffering from the date of injury and death.
- B. M.B. a minor's mental pain and suffering from the date of injury and death.
- C. Medical and funeral expenses incurred as a result of HEATHER A. BRIDWELL's death.

WHEREFORE, plaintiff, JASON BRIDWELL, as Personal Representative of the ESTATE OF HEATHER A. BRIDWELL, demands judgment against defendant, LUHTECH for damages in excess of Fifteen Thousand Dollars (\$15,000.00), plus interest and costs of this action, and further demand trial by jury.

**COUNT IV – NEGLIGENCE – WRONGFUL DEATH AGAINST DEFENDANT,
PLATINUM**

43. JASON BRIDWELL, as Personal Representative of the Estate of HEATHER A. BRIDWELL, realleges and reaffirms the allegations contained in paragraphs 1 through 30 above, and further alleges:

44. Defendant, PLATINUM, owed HEATHER A. BRIDWELL various duties, including but not limited to, the duty:

- A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;
- B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;
- C. To ensure that the aircraft was serviceable for the intended flight;
- D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;
- E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and

F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

45. Defendant breached said duties owed to HEATHER A. BRIDWELL in that it failed:

A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;

B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;

C. To ensure that the aircraft was serviceable for the intended flight;

D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;

E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and

F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

46. As a direct and proximate result, plaintiff has suffered significant damages. Plaintiff seeks all elements of damages recoverable under the Florida Wrongful Death Act and under Florida law, to include:

- A. JASON BRIDWELL's mental pain and suffering from the date of injury and death.
- B. M.B.'s mental pain and suffering from the date of injury and death.
- C. Medical and funeral expenses incurred as a result of HEATHER A. BRIDWELL's death.

WHEREFORE, plaintiff, JASON BRIDWELL, as Personal Representative of the ESTATE OF HEATHER A. BRIDWELL, demands judgment against defendant PLATINUM for damages in excess of Fifteen Thousand Dollars (\$15,000.00), plus interest and costs of this action, and further demand trial by jury.

COUNT V – NEGLIGENCE – WRONGFUL DEATH AGAINST DEFENDANT, NCTF

47. JASON BRIDWELL, as Personal Representative of the Estate of HEATHER A. BRIDWELL, realleges and reaffirms the allegations contained in paragraphs 1 through 30 above, and further alleges:

48. Defendant, NCTF, owed HEATHER A. BRIDWELL various duties, including but not limited to, the duty:

- A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;
- B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;
- C. To ensure that the aircraft was serviceable for the intended flight;
- D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;

E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and

F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

49. Defendant breached said duties owed to HEATHER A. BRIDWELL in that it failed:

A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;

B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;

C. To ensure that the aircraft was serviceable for the intended flight;

D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;

E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and

F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

50. As a direct and proximate result, plaintiff has suffered significant damages. Plaintiff seeks all elements of damages recoverable under the Florida Wrongful Death Act and under Florida law, to include:

- A. JASON BRIDWELL's mental pain and suffering from the date of injury and death.
- B. M.B.'s mental pain and suffering from the date of injury and death.
- C. Medical and funeral expenses incurred as a result of HEATHER A. BRIDWELL's death.

WHEREFORE, plaintiff, JASON BRIDWELL, as Personal Representative of the ESTATE OF HEATHER A. BRIDWELL, demands judgment against defendant, NCFT for damages in excess of Fifteen Thousand Dollars (\$15,000.00), plus interest and costs of this action, and further demand trial by jury.

**COUNT VI – NEGLIGENCE – WRONGFUL DEATH AGAINST DEFENDANT,
PILOTGUY**

51. JASON BRIDWELL, as Personal Representative of the Estate of HEATHER A. BRIDWELL, realleges and reaffirms the allegations contained in paragraphs 1 through 30 above, and further alleges:

52. Defendant, PILOTGUY, owed HEATHER A. BRIDWELL various duties, including but not limited to, the duty:

- A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;
- B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;
- C. To ensure that the aircraft was serviceable for the intended flight;

D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;

E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and

F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

53. Defendant breached said duties owed to HEATHER A. BRIDWELL in that it failed:

A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;

B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;

C. To ensure that the aircraft was serviceable for the intended flight;

D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;

E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had

mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations; and

F. To warn that the pilot was not qualified and/or credentialed to carry out the intended flight.

54. As a direct and proximate result, plaintiff has suffered significant damages. Plaintiff seeks all elements of damages recoverable under the Florida Wrongful Death Act and under Florida law, to include:

- A. JASON BRIDWELL's mental pain and suffering from the date of injury and death.
- B. M.B.'s mental pain and suffering from the date of injury and death.
- C. Medical and funeral expenses incurred as a result of HEATHER A. BRIDWELL's death.

WHEREFORE, plaintiff, JASON BRIDWELL, as Personal Representative of the ESTATE OF HEATHER A. BRIDWELL, demands judgment against defendant, PILOTGUY for damages in excess of Fifteen Thousand Dollars (\$15,000.00), plus interest and costs of this action, and further demand trial by jury.

**COUNT VII – NEGLIGENCE – WRONGFUL DEATH AGAINST DEFENDANT,
MULET THROUGH CASANDRA MATEO AS PERSONAL REPRESENTATIVE**

55. JASON BRIDWELL, as Personal Representative of the Estate of HEATHER A. BRIDWELL, realleges and reaffirms the allegations contained in paragraphs 1 through 30 above, and further alleges:

56. Defendant, MULET owed HEATHER A. BRIDWELL various duties, including but not limited to, the duty:

- A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;
- B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;
- C. To ensure that the aircraft was serviceable for the intended flight;
- D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;
- E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations;
- F. To warn that the pilot (MULET himself) was not qualified and/or credentialed to carry out the intended flight;
- G. To abide by FAA and the aircraft manual instructions or guidelines for safe operation of the aircraft with a critical engine out and in general; and
- H. To operate the aircraft in a reasonably safe manner, consistent with, *inter alia*, multiengine training guidelines, general flight guidelines, FAA guidelines, and under the circumstances that led to the crash.

57. Defendant breached said duties owed to HEATHER A. BRIDWELL in that he failed:

- A. To loan, rent, lease, charter or entrust the aircraft to a competent, qualified and sufficiently informed airman;
- B. To ensure the aircraft was functionally equipped and mechanically capable of carrying out the intended flight;
- C. To ensure that the aircraft was serviceable for the intended flight;
- D. To properly maintain, inspect, repair and otherwise service the aircraft making reasonable repairs and abiding by, *inter alia*, all State and Federal regulations, including but not limited to FAA, CFR 91 and CFR 135 maintenance and repair guidelines;
- E. To warn the occupants of the aircraft, including but not limited to HEATHER A. BRIDWELL, that the aircraft was defective, in disrepair, had mechanical problems, was not properly serviced and was not properly repaired or maintained for charter and/or transport operations;
- F. To warn that the pilot (MULET himself) was not qualified and/or credentialed to carry out the intended flight;
- G. To abide by FAA and the aircraft manual instructions or guidelines for safe operation of the aircraft with a critical engine out and in general; and
- H. To operate the aircraft in a reasonably safe manner, consistent with, *inter alia*, multiengine training guidelines, general flight guidelines, FAA guidelines, and under the circumstances that led to the crash.

58. As a direct and proximate result, plaintiff has suffered significant damages. Plaintiff seeks all elements of damages recoverable under the Florida Wrongful Death Act and under Florida law, to include:

- A. JASON BRIDWELL's mental pain and suffering from the date of injury and death.
- B. M.B.'s mental pain and suffering from the date of injury and death.
- C. Medical and funeral expenses incurred as a result of HEATHER A. BRIDWELL's death.

WHEREFORE, Plaintiff, JASON BRIDWELL, as Personal Representative of the ESTATE OF HEATHER A. BRIDWELL, demands judgment against defendant the Estate of MULET, by and through CASANDRA MATEO, Personal Representative, for damages in excess of Fifteen Thousand Dollars (\$15,000.00), plus interest and costs of this action, and further demand trial by jury.

DEMAND FOR JURY TRIAL

Plaintiff, JASON BRIDWELL as Personal Representative of the ESTATE OF HEATHER A. BRIDWELL, as a matter of right, demands a trial by jury on all issues so triable.

Dated on this 27TH day of August, 2019.

LESSER, LESSER, LANDY & SMITH, PLLC
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