

I. DISCOVERY CONTROL PLAN

1. Plaintiffs intend to conduct discovery under Discovery Control Plan Level 3. Plaintiffs request that the Court issue a Docket Control Order setting dates for trial, and all pre-trial deadlines.

II. PARTIES

2. **Plaintiff Darin Lerma, Individually and as Representative of the Estate of Julio Cesar Lerma (Deceased)**, is an individual residing in Texas.

3. **Plaintiff Aiven Lerma** is an individual residing in Texas.

4. **Plaintiff Oralia Zuniga** is an individual residing in Texas.

5. **Plaintiff Maricela A. Emery, as Representative of the Estate of Dylan Lerma and as Representative of the Estate of Marie Alonso**, is an individual residing in Texas.

6. **Plaintiff Maria D. P. Gonzalez VDA de Alonso as Representative of the Estate of Marie Alonso** is an individual residing in Texas.

7. **Defendant National Helicopter Solutions** is a for-profit corporation formed in Texas with its principal place of business located in Houston, Harris County, Texas. This Defendant may be served with process through its registered agent Frank Fults at 12615 Jones Road, Suite 203, Houston, Texas 77070, or wherever he may be found. *The issuance of citation and service of process of this defendant is requested at this time.*

8. **Defendant Samantha Grandbouche (Deceased)** was the pilot of the helicopter that crashed in Houston, Harris County, Texas. Service will be perfected on her Estate once a representative is known.

9. **Porter Equipment Holding, LLC** is a for-profit corporation formed in Texas with its principal place of business in Texas. This Defendant may be served with process through its

registered agent for service, Terry Porter at 25434 Hardin Store Road, Magnolia, Tx. 77354, or wherever he may be found including at 20263 Alford Road, Magnolia, Texas 77355. The issuance of citation and service of process of this defendant is requested at this time.

10. **Defendant SBA Communications Corporation** is a for-profit corporation formed in Florida with its headquarters located in Boca Raton, Florida. This Defendant does business in Texas such as owning and maintaining communications towers in Houston, Harris County, Texas, but this Defendant has not maintained its franchise tax status in Texas and has not designated a registered agent for service as required by Texas law. Consequently, this Defendant may be served with process through the Texas Secretary of State. TEX. CIV. PRAC. & REM. CODE § 17.044. The Clerk of the Court is requested prepare a citation so that it may be served through the Texas Secretary of State via certified mail to:

Service of Process,
Texas Secretary of State
P.O. Box 12079
Austin, Texas 78711-2079

Upon receipt, the Texas Secretary of State is requested to forward the Citation and this Petition to the Defendant's registered agent in Florida, Corporate Creations Network Inc., 801 US Highway 1, North Palm Beach, FL. 33408. *The issuance of citation and service of process of this Defendant is requested at this time.*

III. MISNOMER/ALTER EGO

11. If a subsidiary, or another entity, formed or operated by any Defendant is the proper entity to respond to the allegations in this lawsuit, Plaintiffs demand that the Defendant identify and disclose the entity so that it may be properly named and included in this lawsuit. In the event any parties are misnamed or are not included herein, Plaintiffs contend that such was a

“misidentification,” “misnomer,” and/or such parties are/were “alter egos” of parties named herein.

12. Plaintiffs reserve all rights under Texas Rule of Civil Procedure 28 to substitute the true name, assumed name, and/or common name of any Defendant upon Plaintiffs’ or the Court’s motion.

IV. JURISDICTION AND VENUE

13. This Court has jurisdiction over this case because the Plaintiffs’ damages are within the jurisdictional limits of this Court. The Court has personal jurisdiction over these Defendants because Defendants National Helicopter Solutions and Porter Equipment were formed in, reside in and maintain principal places of business in Texas. Additionally, the claims involved in this case specifically arise out of each of the Defendants’ conduct, actions, and torts committed in Texas.

14. Venue is proper in Harris County, Texas because the Incident occurred in Houston within Harris County, Texas, and therefore all or a substantial portion of the events giving rise to this lawsuit occurred within Harris County, Texas. TEX. CIV. PRAC. & REM. CODE ANN. § 15.001 *et seq.*

15. The amount of damages that would reasonably and fairly compensate Plaintiffs will be determined by the fact finder after consideration of all the evidence presented at trial. Based on the damages caused by Defendants’ negligent acts and omissions, the amount of Plaintiffs’ damages is substantial and exceeds the jurisdictional minimums of this Court. The total amount of damages that would fairly and reasonably compensate Plaintiffs for their injuries will be properly determined by a jury after consideration of all the evidence presented at trial. However, in satisfaction of the requirements of Tex. R. Civ. P. 47(c), Plaintiffs state that they seek monetary

relief over \$50,000,000.00 at this time. Plaintiffs make this damage statement pursuant to Tex. R. Civ. P. 47. This statement is made solely for the purpose of providing information on the nature of this case, does not affect Plaintiffs' substantive rights, and is made subject to Plaintiffs' right to amend. Plaintiffs contend that the fact finder should not be limited by this procedural statement and requests the fact finder enter a verdict in the full amount that it determines will compensate the Plaintiffs for the harms, losses, suffering, and damages they sustained due to Defendants' negligence.

16. Removal to federal court would be improper because diversity does not exist, and Plaintiffs have not pleaded or relied upon any federal statute or cause of action.

V. FACTUAL SUMMARY

17. This case arises from the tragic crash of a helicopter into a dark communications tower killing everyone on-board.

18. On October 20, 2024, Cesar Lerma, Marie Alonso, and Dylon Lerma boarded a Robinson R44 helicopter (N881KE) that was owned by Defendant Porter Equipment and operated by Defendant NHS for a scenic tour of Houston. NHS assigned Defendant Grandbouche to pilot the helicopter and provide the air tour.

19. To ensure the safety of the flight, Porter Equipment, NHS and Grandbouche should have conducted checks of the helicopter, the weather, the visibility, the flight plan, and all airspace notices prior to taking off on the flight. Specifically, Porter Equipment, NHS and Grandbouche should have reviewed the flight path, assessed all terrain and reference landmarks along the flight path, checked all temporary flight restrictions (TFR's) along the route, and studied all Notices to Air Missions (NOTAMs) advising of temporary conditions that could impact the flight.

20. Shortly after 7:40 pm, Defendant Grandbouche took off from Ellington Airport in Houston on a flight towards downtown to see the Aquarium. As the helicopter approached downtown Houston, Defendant Grandbouche descended to a level lower than the tops of surrounding communication towers while traveling more than 100 miles per hour.

21. Nine minutes later, the helicopter carrying Cesar Lerma, Marie Alonso, and Dylan Lerma flew into the side of Defendant SBA Communications' tower. The tower collapsed, the helicopter fell to the ground, the helicopter exploded and everyone onboard perished.

22. In September 2024, Defendant SBA Communications purchased the tower at issue and operated it continuously until the date of the crash. Shortly after the purchase of the tower, Defendant SBA Communications issued a notice for the tower indicating that the obstruction lights on the tower were not in service. For visibility, conspicuity, and safety, the tower should have had twilight protection lights as well as night protection lights at multiple intermediate levels, in addition to a top-level beacon.

VI. CAUSES OF ACTION

23. The preceding factual summary is incorporated in each of the following causes of action as if recited verbatim.

24. The following causes of action are set forth independently and alternatively, as appropriate, without prejudice or any estoppel effects.

A. Negligence as to Defendants National Helicopter Solutions and Porter Equipment

25. At the time of the crash, Cesar Lerma, Marie Alonso, and Dylan Lerma were passengers in a helicopter owned by Porter Equipment and operated by NHS on an evening flight over downtown conditions.

26. Defendant Porter Equipment owned the Robinson R44 Helicopter that crashed into the SBA Communications tower. Porter Equipment was responsible for, and owed a duty to ensure the safe operation, use, and flight of the helicopter, including the flight made the basis of this lawsuit.

27. Defendant NHS holds itself out as a helicopter tour operator with a “perfect safety record” who utilizes highly trained, professional pilots. NHS represented that it had experience flying in twilight and nighttime conditions, and promoted its sunset tours over downtown Houston.

28. Defendants Porter Equipment and NHS provided Defendant Grandbouche as the pilot of the helicopter on the flight that crashed into the tower. Defendants Porter Equipment and NHS owed a duty to ensure that Defendant Grandbouche was properly trained and competent to operate the helicopter and to conduct the flight.

29. As an operator of helicopter passenger flights, NHS owed a high degree of care to its passengers, including the responsibility and obligation to take all reasonable precautions to ensure the safety of the passengers throughout the flight. NHS also owed a duty of ordinary care to ensure the safety of the operation of the flight at all times.

30. Defendants Porter Equipment and NHS breached the duties owed to Cesar Lerma, Marie Alonso and Dylan Lerma proximately causing the crash, their injuries, and their deaths.

31. Defendants Porter Equipment and NHS’ breaches of duty constitute negligence in one or more of the following ways:

- a. Creating and following a flight plan for helicopter tours that followed a path and altitude that allowed the helicopter to strike a fixed communications tower;
- b. Creating and following a flight plan for helicopter tours that allowed the helicopter to fly in close proximity to known communication towers in low visibility and/or nighttime conditions;

- c. Following a flight plan under visual flight rules in low visibility and/or nighttime conditions that allowed the helicopter to fly in close proximity to known communication towers;
- d. Following a flight plan under visual flight rules in low visibility and/or nighttime conditions that allowed the helicopter to fly below the top height of fixed communications towers in proximity to the flight path;
- e. Failing to ensure that Grandbouche possessed the equipment and means to fly the helicopter in low visibility, twilight, and/or nighttime conditions;
- f. Failing to ensure that Grandbouche possessed sufficient twilight and nighttime vision equipment to see and avoid obstacles and obstructions in her flight path;
- g. Failing to ensure that Grandbouche possessed and studied the flight plan and all air space notices prior to take off;
- h. Failing to ensure that Grandbouche possessed knowledge of and had accounted for the position of the towers along her proposed flight path, including the SBA Communications tower at issue;
- i. Failing to ensure that Grandbouche possessed, studied, and accounted for all NOTAMs that could impact the safety of the flight;
- j. Failing to warn Grandbouche about the presence of the SBA Communications tower in her flight path;
- k. Permitting Grandbouche to descend and fly at a low level in low visibility and/or nighttime conditions when that altitude was below the top height of fixed communications towers in proximity to the flight path;
- l. Failing to properly train, instruct, and/or supervise Grandbouche in the operation of the helicopter at issue;
- m. Failing to ensure that Grandbouche was fit and competent to conduct the flight at issue; and
- n. Undertaking or failing to undertake such other and further acts that will be shown throughout the discovery of this case.

32. Each of the above and foregoing acts, both of commission and omission, singularly or in combination with others, constituted negligence, which proximately caused the helicopter crash, the deaths of Cesar Lerma, Marie Alonso, and Dylon Lerma, and Plaintiffs' injuries and damages.

33. Defendant Porter Equipment as the owner of the helicopter, and Defendant NHS as the operator of the helicopter, collaborated and agreed to work together for the provision of helicopter tours in Houston for a profit. Defendants Porter Equipment and NHS were engaged in a joint enterprise, partnership, joint venture, or joint undertaking for helicopter tours and the flight at issue in this case. Defendants Porter Equipment and NHS should be held jointly responsible and vicariously liable for the acts and omissions of one another.

34. Additionally, Defendants Porter Equipment and NHS are liable under the doctrine of respondeat superior for the acts and omissions of its' representatives, agents, servants, employees, and statutory employees and agents, including, but not limited to, Defendant Grandbouche.

B. Negligence as to Defendant Grandbouche

35. At the time of the crash, Cesar Lerma, Marie Alonso, and Dylan Lerma were passengers in a helicopter operated and controlled by Defendant Grandbouche on an evening flight over downtown Houston in low visibility conditions.

36. Defendant Grandbouche held herself out as a competent pilot with the training and experience necessary to fly in twilight and nighttime conditions. At all material times, Defendant Grandbouche was acting as an employee, agent, and representative of Defendant NHS and/or Defendant Porter Equipment.

37. As the pilot of a helicopter passenger flight, Defendant Grandbouche owed a high degree of care to her passengers, including the responsibility and obligation to take all reasonable precautions to ensure the safety of the passengers throughout the flight. Defendant Grandbouche also owed a duty of ordinary care to ensure the safety of the operation of the flight at all times.

38. Defendant Grandbouche breached the duties owed to Cesar Lerma, Marie Alonso and Dylan Lerma proximately causing the crash, their injuries, and their deaths.

39. Defendant Grandbouche's breaches of duty constitute negligence in one or more of the following ways:

- a. Failing to see, detect and avoid the SBA Communications tower in her flight path;
- b. Failing to maintain a proper lookout to see, detect, and avoid the tower at issue;
- c. Maneuvering the aircraft while distracted;
- d. Creating and following a flight plan for helicopter tours that followed a path and altitude that allowed the helicopter to strike a fixed communications tower;
- e. Creating and following a flight plan for helicopter tours that allowed the helicopter to fly in close proximity to known communication towers in low visibility and/or nighttime conditions;
- f. Following a flight plan under visual flight rules in low visibility and/or nighttime conditions that allowed the helicopter to fly in close proximity to known communication towers;
- g. Following a flight plan under visual flight rules in low visibility and/or nighttime conditions that allowed the helicopter to fly below the top height of fixed communications towers in proximity to the flight path;
- h. Failing to ensure that she possessed the equipment and means to fly the helicopter in low visibility, twilight, and/or nighttime conditions;
- i. Failing to ensure that she possessed sufficient twilight and nighttime vision equipment to see and avoid obstacles and obstructions in her flight path;
- j. Failing to study and account for all air space notices prior to take off;
- k. Failing to study and account for the position of the towers along her proposed flight path, including the SBA Communications tower at issue;
- l. Failing to study and account for all NOTAMs that could impact the safety of the flight;
- m. Flying at a low level in low visibility and/or nighttime conditions when that altitude was below the top height of fixed communications towers in proximity to the flight path; and
- n. Undertaking or failing to undertake such other and further acts that will be shown throughout the discovery of this case.

40. Each of the above and foregoing acts, both of commission and omission, singularly or in combination with others, constituted negligence, which proximately caused the helicopter crash, the deaths of Cesar Lerma, Marie Alonso, and Dylan Lerma, and Plaintiffs' injuries and damages.

C. Negligence as to Defendant SBA Communications

41. Defendant SBA Communications owned, operated, and maintained the tower that the helicopter crashed into. Defendant SBA Communications owed a duty to mark, paint and illuminate the tower in a manner that made it visual and conspicuous to pilots and their passengers under daytime, twilight, and nighttime conditions.

42. Defendant SBA Communications knew that the height of the tower posed a safety hazard to general aviation flights in the vicinity of downtown Houston, including the helicopter flight at issue. Prior to the crash, Defendant SBA Communications gave notice that some of the obstruction lights on the tower were not in service. Defendant SBA Communications knew that in the absence of obstruction lighting, the communication tower would be obscured to pilots in twilight and nighttime conditions. Despite this knowledge, and the recognition of the hazards posed by the failure to properly illuminate the tower with working obstruction lights, Defendant SBA Communications did not timely repair the lights or install any temporary twilight or nighttime obstruction lights.

43. Defendant SBA Communications breached the duties owed to Cesar Lerma, Marie Alonso and Dylan Lerma proximately causing the helicopter crash, their injuries, and their deaths.

44. Defendant SBA Communications' breaches of duty constitute negligence in one or more of the following ways:

- a. Failing to properly mark, pain, and illuminate the tower at issue to make it visual and conspicuous to general aviation pilots in all light conditions;

- b. Failing to properly maintain the obstruction lighting on the tower at issue;
- c. Failing to install and maintain redundant obstruction light systems on the tower at issue;
- d. Failing to timely repair the failed obstruction lighting on the tower at issue;
- e. Failing to erect or install alternate or temporary lighting to illuminate the tower at issue in the absence of working obstruction lighting;
- f. Undertaking or failing to undertake such other and further acts that will be shown throughout the discovery of this case.

45. Each of the above and foregoing acts, both of commission and omission, singularly or in combination with others, constituted negligence, which proximately caused the helicopter crash, the deaths of Cesar Lerma, Marie Alonso, and Dylon Lerma, and Plaintiffs' injuries and damages.

VII. DAMAGES

46. Each of the following categories of damages are set forth independently and alternatively, as appropriate, without prejudice or any estoppel effects.

A. Survival Action

47. These causes of action are brought pursuant to Sections 71.021 of the Texas Civil Practice and Remedies Code.

48. Plaintiffs Darin Lerma and Aiven Lerma have the standing to bring these causes of action as the sons and heirs of Julio Cesar Lerma (deceased), and as brothers and heirs of Dylon Lerma (deceased). Darin Lerma also represents the Estate of Julio Cesar Lerma.

49. Plaintiff Maricela A. Emery has standing to bring these causes of action as the representative of the Estate of Dylon Lerma (deceased) and as representative of the Estate of Marie Alonso (deceased).

50. After the initial impact of the helicopter with the tower at issue, Cesar Lerma, Marie Alonso, and Dylan Lerma all suffered immediate injuries, but were not killed. They survived the impact and suffered the fear, terror, and conscious appreciation of their impending death as the helicopter fell to the ground with the collapsing tower and burst into flames. Reports of their death show that they suffered from thermal injuries in the subsequent fire, and not just blunt force trauma. Each of the decedents consciously appreciated their situation and endured the pain, agony, and anguish of their injuries for the period between the impact and their death.

51. The Estates of Julio Cesar Lerma, Marie Alonso, and Dylan Lerma are each entitled to recovery for the pain, suffering, mental anguish, fear, funeral bills, and damages that they suffered as a result of the injuries that ultimately led to their deaths.

B. Wrongful Death

52. Plaintiffs incorporate all paragraphs above herein by reference.

53. Pursuant to Texas Civil Practice and Remedies Code Sections 71.001–71.004, Plaintiffs also assert claims for Wrongful Death. As a direct result of the Defendants’ actions and conduct set forth above, Cesar Lerma, Dylan Lerma, and Maria Alonso, died, and Plaintiffs suffered damages for which they seek recovery from the Defendants.

54. Plaintiffs Darin Lerma (son), Aiven Lerma (son) and Oralía Zuniga (mother) have standing to bring this wrongful death action as the sons, mother, and heirs of decedent Julio Cesar Lerma.

55. Plaintiff Maria D. P. Gonzalez VDA De Alonso has standing to bring this wrongful death action as the mother of Marie Alonso.

56. Plaintiffs allege that the above acts and omissions by Defendants and their employees, taken singularly or in combination, proximately caused injury and death to Cesar Lerma, Marie Alonso, and Dylan Lerma, and Plaintiffs’ ensuing damages.

57. Plaintiffs are entitled to recover for the loss of support, loss of companionship, loss of love, loss of advice, mental anguish, and loss of economic stemming from the deaths of their father, mother, son, and daughter.

C. Damages

58. As a proximate result of Defendants' conduct, Plaintiffs suffered injuries and damages as follows:

- a. Mental anguish of Cesar Lerma, Marie Alonso, and Dylon Lerma prior to their death, including each of their conscious appreciation of their impending death;
- b. Physical pain and suffering of each of the decedents prior to their death;
- c. The decedents' funeral expenses;
- d. The decedents' loss of earning capacity in the past and the future;
- e. Past and future mental anguish;
- f. Past and future loss of consortium;
- g. Past and future loss of care, maintenance, support, services, and household services;
- h. Loss of companionship and society sustained in the past and future;
- i. Pecuniary loss sustained in the past and future;
- j. Loss of inheritance;
- k. Court costs; and
- l. Pre-judgment and post-judgment interest.

VIII. REQUEST FOR TEMPORARY RESTRAINING ORDER

59. Plaintiffs assert that Defendants may change, alter, or destroy the subject helicopter, its wreckage, its electronic systems, and/or pieces of the tower including its obstruction lighting system unless this Court enters a Temporary Restraining Order, restraining Defendants from changing, altering, or destroying this evidence. In order for Plaintiffs to properly investigate and pursue their claims and to recover damages and see that justice is done, this Court should restrain

Defendants, their agents, servants, employees, contractors, contract employees, attorneys, and this acting in concert with Defendants from changing, altering, and/or destroying the subject helicopter and/or the tower at issue, and/or any of the helicopter manuals, logs and maintenance records.

60. If Defendants are permitted to change, alter, or destroy the helicopter or tower wreckage, or their component parts, Plaintiffs will lose the opportunity to inspect and photograph this evidence, and will be unable to prosecute their claims, depriving them of their remedies at law.

61. There is no adequate remedy at law available to the Plaintiffs to prevent Defendants from changing, altering, or destroying the subject helicopter or tower components, unless the Court grants immediate relief restraining such conduct. Plaintiffs pray that this Court enter a Temporary Restraining Order preserving the status quo by restraining Defendants from in any way changing, altering, or destroying, the subject helicopter, the tower wreckage, the component parts of either the helicopter or the tower, as well as any and all physical evidence of any kind, in any way, connected with the helicopter, the subject tower or the incident made the basis of this lawsuit.

62. Plaintiffs further pray for this Court to set a hearing on a Temporary Injunction on this matter.

IX. PRE- AND POST-JUDGMENT INTEREST

63. Plaintiffs seek recovery of such pre-judgment and post-judgment interest at the highest rates permitted by law.

X. CONDITIONS PRECEDENT

64. Pursuant to Rule 54 of the Texas Rules of Civil Procedure, all conditions precedent to Plaintiffs' right to recover herein and to Defendants' liability have been performed or have occurred.

XI. RESERVATION RIGHTS

65. Plaintiffs reserve the right to prove the amount of damages at trial. These allegations against Defendants are made acknowledging that investigation is on-going, and discovery has not started. Therefore, Plaintiffs reserve the right to amend their petition and add additional counts and/or parties as discovery continues.

XII. RULE 193.7 NOTICE & TRE 609(F) NOTICE

66. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiffs give actual notice to Defendants that any documents produced in response to written discovery will be used in discovery, hearings, pre-trial matters, and/or at trial without the necessity of authenticating the documents, unless Defendants object pursuant to Rule 193.7.

74. Pursuant to Rule 609(F), Plaintiffs give notice of an intent to use any documents produced in relation to Defendants' criminal convictions as evidence at time of trial.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully request the Court issue citation commanding Defendants National Helicopter Solutions; Samantha Grandbouche (Deceased); SBA Communications Corp.; and Porter Equipment Holdings, LLC; to appear and answer, that Plaintiffs have judgment against Defendants for actual damages, pre-judgment interest, post-judgment interest, costs of court, and for such other and further relief to which Plaintiffs may be justly entitled.

[Signature block on next page]

Respectfully submitted,

SORRELS LAW

/s/ Randall O. Sorrels

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