

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR DADE COUNTY, FLORIDA  
GENERAL JURISDICTION DIVISION

CASE NO. 96-9546-CA 10

BRANDON PERKINS, Individually and as Administrator and/or Personal  
Representative of the Estate of LAURESE PERKINS, deceased,  
Plaintiff,

vs.

VALUJET AIRLINES, INC., a Georgia corporation;  
and AEROTHRUST CORPORATION, a foreign corporation, with its principal  
place of business in Dade County, Florida,  
Defendants.

CORRECTED COMPLAINT FOR DAMAGES FOR WRONGFUL DEATH

Plaintiff, BRANDON PERKINS, Individually and as Administrator and/or  
Personal Representative of the Estate of LAURESE PERKINS, deceased, sues  
Defendants, VALUJET AIRLINES, INC. and AEROTHRUST CORPORATION, a foreign  
corporation with its principal place of business in Dade County,  
Florida, and alleges as follows:

GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS

1. This is an action for wrongful death brought pursuant to the Florida Wrongful Death Act and any other applicable laws as determined by the Court. Plaintiff's damages are in excess of \$50,000.00, exclusive of interest, costs and attorneys' fees.
2. At all times material, Plaintiff, BRANDON PERKINS, was, is and/or will be the duly appointed Administrator, Executor and/or Personal Representative of the Estate of LAURESE PERKINS, deceased.
3. At all times material, Plaintiff, BRANDON PERKINS, is the son of the decedent.
4. At all times material, Plaintiff's decedent, LAURESE PERKINS, was a United States citizen and was and/or is for jurisdictional purposes a resident of Miami, Florida, temporarily residing in Mattson, Illinois.
5. As Administrator, Executor and/or Personal Representative of decedent's estate, Plaintiff brings this action for the decedent's wrongful death in his representative capacity, on behalf of the following potential survivors and/or beneficiaries:
  - a. Brandon Perkins, son of decedent;
  - b. Helene Perkins, daughter of decedent; and
  - c. Eugene G. Perkins, son of decedent.
6. Defendant, VALUJET AIRLINES, INC. ("VALUJET AIRLINES"), was at all times material and is now a corporation organized and existing under the laws of the State of Georgia, having offices and doing business in the State of Florida, Dade County, as a common carrier in air transportation pursuant to an operating certificate issued to it by the Federal Aviation Administration ("FAA").
7. VALUJET AIRLINES maintains a registered agent in Florida for

accepting service of process; such registered agent is C T CORPORATION SYSTEM, 1200 South Pine Island Road, Plantation, Florida 33324.

8. At all times material, VALUJET AIRLINES was and is a common carrier engaged in the business of transporting fare-paying passengers from Miami, Florida, and other places on regularly scheduled domestic flights, in aircraft owned, leased, operated, managed, maintained, and/or controlled by VALUJET AIRLINES, and its agents and/or employees, acting within the course and scope of their employment. As a common carrier, VALUJET AIRLINES was obliged to provide the highest degree of care to its passengers.

9. At all times material, VALUJET AIRLINES was the owner, lessee, operator, and/or entity in control of a certain DC-9 aircraft, a dangerous instrumentality, bearing registration number N904VJ which was used to transport passengers as a common carrier on May 11, 1996, and which aircraft VALUJET AIRLINES operated, maintained, and/or otherwise controlled by and through its agents or employees, acting within the course and scope of their employment.

10. At all times material, the Defendant, AEROTHRUST CORPORATION ("AEROTHRUST") was and is a foreign corporation authorized and doing business in the State of Florida with its principal place of business located at 5300 N.W. 36th Street, Miami, Dade County, Florida.

11. AEROTHRUST maintains a registered agent in Florida for accepting service of process; such registered agent is C T CORPORATION SYSTEM, 1200 South Pine Island Road, Plantation, Florida 33324.

12. At all times material, AEROTHRUST was and is a company which services and inspects airplanes including VALUJET AIRLINES' aircraft and specifically the aforementioned DC-9 aircraft involved in this accident.

13. In particular, VALUJET AIRLINES had AEROTHRUST perform maintenance on this aircraft and other VALUJET aircraft in Dade County, Florida.

14. Plaintiff's decedent was a paying passenger on board the above-described aircraft, a flight in domestic transportation between Miami, Florida, and Atlanta, Georgia, and was killed when the aircraft crashed near Miami, Florida, in the Florida Everglades, on May 11, 1996.

15. As a direct and proximate result of the crash, and Defendants' negligence and other misconduct as hereinafter alleged, Defendants are liable to the Plaintiff for all damages to which the estate, or the survivors and/or beneficiaries are entitled, including, as applicable law may provide, but not limited to:

- a. pain and suffering of the decedent prior to death;
- b. pain and suffering of the survivors, beneficiaries and heirs of decedent;
- c. lost society, companionship, guidance and services of the decedent to the survivors, beneficiaries and heirs;
- d. loss of support in money or in kind;
- e. lost net accumulations;
- f. lost value of life;
- g. funeral expenses;
- h. any and all other damages to which Plaintiff, the survivors and/or beneficiaries may be entitled which this Court may find applicable.

16. At all times material, VALUJET AIRLINES owed a duty to the passengers aboard Valujet Airlines Flight 592 and in particular to Plaintiff's decedent, 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.

17. The aircrash which occurred on May 11, 1996, and which resulted in the death of the Decedent, was a direct and proximate result of the negligence and other misconduct hereinafter alleged of VALUJET AIRLINES.

18. VALUJET AIRLINES, by and through its agents, employees, and representatives, breached the duty of care owed to Plaintiff in some or all of, but not limited to, the following regards:

a. By operating the aircraft in question when it was not fully and properly operational, including, but not limited to, its indicator systems;

b. By operating the aircraft in question with a flight crew which was not fit, proper, properly trained, nor physically able to perform flights of this type;

c. By failing to provide and/or perform proper and adequate maintenance and/or repairs to the subject aircraft; d. By failing to properly inspect the subject aircraft on a regular and timely basis;

e. By failing to properly test the instruments, controls, and/or equipment installed on said aircraft to insure that they were in good and proper working order;

f. By failing to replace and/or overhaul old worn out and unsuitable components, equipment, instruments, and/or parts on the subject aircraft;

g. By failing to observe the operative and applicable governmental regulations and directives pertaining to the maintenance, inspection and/or repair of the subject aircraft;

h. By failing to furnish a proper and airworthy aircraft;

i. By failing to properly navigate and operate the airplane;

j. By failing to train the flight crew and warning the flight crew as to the potential hazards involved during such flight;

k. By failing to follow proper procedures;

l. By failing to properly communicate with the air traffic controllers who were available to assist the aircraft; and/or

m. By failing to operate the aircraft in a safe and competent manner, thereby resulting in the crash in question.

19. VALUJET AIRLINES failed to exercise the required degree of care in transporting the decedent, and securing the safety of Valujet Airlines Flight 592, and operated Flight 592 on the ground and in the air, in a hazardous manner which negligently violated operative safety procedures and/or the applicable standard of care, all as hereinabove alleged, with the knowledge that such violations could cause injury to the passengers, and with disregard for the consequences of their negligence.

20. Specifically, but not by way of limitation, prior to and on May 11, 1996, Defendant, VALUJET AIRLINES, had actual and constructive knowledge that the operation of the above-described flight was subject to known dangers, including that of fire, security and maintenance, age and history of the aircraft, lack of crew experience and other hazards, thus placing the flight's passengers at a risk of physical harm.

21. Notwithstanding this knowledge, VALUJET AIRLINES and its agents and employees, acting within the course and scope of their employment, inter

alia, failed and refused, to warn the passengers of Flight 592 of the known dangers and/or failed to protect those passengers from the known risks and by failing to take precautionary measures.

22. The crash of the above-described flight on May 11, 1996, was proximately and/or legally caused by the known and reasonably foreseeable conditions, and by Defendant's, VALUJET AIRLINES, negligence and other misconduct as hereinabove alleged.

23. As a direct and proximate result of the crash and consequent death of Plaintiff's decedent, Plaintiff has been damaged pursuant to the Florida Wrongful Death Act and/or whatever law this Court finds applicable and claims all damages to which the estate, the survivors, and/or beneficiaries may be entitled, including, as applicable law may provide, but not limited to:

- a. Pain and suffering of the decedent prior to death;
- b. Pain and suffering of the survivors, beneficiaries and heirs of decedent;
- c. Lost society, companionship, guidance and services of the decedent to the survivors, beneficiaries and heirs;
- d. Loss of support in money or in kind;
- e. Lost net accumulations;
- f. Funeral expenses;
- g. Any other damages to which Plaintiff, the survivors and/or beneficiaries may be entitled under applicable law.

WHEREFORE, Plaintiff demands judgment against VALUJET AIRLINES, for compensatory damages, plus interest and costs, and further demands trial by jury of all issues triable by jury. COUNT II NEGLIGENCE AGAINST AEROTHRUST CORPORATION

24. At all times material, AEROTHRUST maintained, repaired and/or inspected the DC-9 ValuJet aircraft in Miami, Florida.

25. At all times material, AEROTHRUST was under a duty to use reasonable care and/or to exercise the highest degree of care in maintaining, repairing and inspecting the DC-9 ValuJet aircraft.

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

- a. Repair and maintain the aircraft in a flightworthy condition;
- b. Inspect, repair and/or replace those parts of the aircraft that required repair and/or replacement;
- c. Make timely and careful inspections of the aircraft which were required in order to maintain it in an operational condition;
- d. Warn the Plaintiff's decedent of the defects in maintenance and repair which it knew or should have known through the exercise of due care existed in the aircraft; and/or
- e. Proper service, repair and maintenance of the aircraft.

27. AEROTHRUST knew or should have known, that if the DC-9 ValuJet aircraft was not properly maintained, repaired and inspected there would be an unreasonable risk of harm to persons operating, flying, and/or being flown aboard the DC-9 ValuJet aircraft.

28. At all times material, AEROTHRUST breached the aforementioned duties and or negligently and carelessly failed to discharge the aforementioned duties by, among other things:

- a. Failing to properly repair and maintain the aircraft in a flightworthy condition;
- b. Failing to properly inspect, repair and/or replace those parts of the aircraft that required repair and/or replacement;
- c. Failing to make timely and careful inspections of the aircraft which were required in order to maintain it in an operational condition;
- d. Failing to warn the Plaintiff's decedent of the defects in maintenance and repair which it knew or should have known through the exercise of due care existed in the aircraft; and/or
- e. Failing to carefully and properly service, repair and maintain the aircraft.

29. As a direct and proximate result of the negligence of AEROTHRUST, the aircraft crashed resulting in the death of Laurese Perkins.

30. As a direct and proximate result of the crash and consequent death of Plaintiff's decedent, Plaintiff has been damaged pursuant to the Florida Wrongful Death Act and/or whatever law this Court finds applicable and claims all damages to which the estate, the survivors, and/or beneficiaries may be entitled, including, as applicable law may provide, but not limited to:

- a. Pain and suffering of the decedent prior to death;
- b. Pain and suffering of the survivors, beneficiaries and heirs of decedent;
- c. Lost society, companionship, guidance and services of the decedent to the survivors, beneficiaries and heirs;
- d. Loss of support in money or in kind;
- e. Lost net accumulations;
- f. Funeral expenses;
- g. Any other damages to which Plaintiff, the survivors and/or beneficiaries may be entitled under applicable law.

WHEREFORE, Plaintiff demands judgment against AEROTHRUST CORPORATION, for compensatory damages, plus interest and costs, and further demands trial by jury of all issues triable by jury.

DATED this 14th day of May, 1996.

Respectfully submitted,

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