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County of Los Angeles

**JUL 01 2014**

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13 TERRY J. ADAMSON, as an individual and  
14 as Executor of THE ESTATE OF GRANT  
15 ADAMSON, LAUREN H. ADAMSON,  
16 MEGAN S. ADAMSON

LISA HART COLE  
CASE MANAGEMENT CONFERENCE  
OCT 20 2014

DEPT. 0  
Date 8:30AM

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

17 TERRY J. ADAMSON, as an individual and  
18 as Executor of THE ESTATE OF GRANT  
19 ADAMSON, LAUREN H. ADAMSON,  
20 MEGAN S. ADAMSON,

CASE NO. SC122775

Plaintiffs.

COMPLAINT FOR:

vs.

- 1) NEGLIGENCE AND GROSS NEGLIGENCE
- 2) NEGLIGENT HIRING, SUPERVISION AND TRAINING
- 3) NEGLIGENCE PER SE
- 4) WRONGFUL DEATH
- 5) SURVIVAL ACTION
- 6) BREACH OF CONTRACT
- 7) FRAUD
- 8) CONSTRUCTIVE FRAUD
- 9) NEGLIGENT MISREPRESENTATION

21 GRAND HOTEL PARK SA a/k/a and d/b/a  
22 GSTAAD FLY SARL, PROTRAVEL  
23 INTERNATIONAL, LLC, BUCHER  
24 TRAVEL, INC., SIMONE RAYDEN, an  
25 individual, and DOES 1 through 50,  
26 inclusive,

Defendants.

JURY TRIAL DEMANDED

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1 Plaintiffs Terry J. Adamson (“Terry” or “Terry Adamson” or “Mrs. Adamson”),  
2 Lauren H. Adamson (“Lauren” or “Lauren Adamson”), Megan S. Adamson (“Megan” or  
3 “Megan Adamson”), and Terry Adamson as Executor of The Estate of Grant Adamson  
4 (“Estate” collectively with Terry, Lauren, and Megan “Plaintiffs”), complain of the  
5 Defendants and each of them, and allege as follows:

6 **PARTIES**

7 1. Terry J. Adamson is an individual residing in Los Angeles County in the city  
8 of Malibu, California. Terry is the surviving spouse of decedent Grant Adamson and is the  
9 mother of Lauren and Megan Adamson.

10 2. Plaintiff Lauren H. Adamson is an individual residing in Los Angeles County  
11 in the city of Malibu, California. She is the daughter of Terry Adamson and the decedent  
12 Grant Adamson.

13 3. Plaintiff Megan S. Adamson is an individual residing in Los Angeles County  
14 in the city of Malibu, California. She is the daughter of Terry Adamson and the decedent  
15 Grant Adamson.

16 4. Decedent Grant Adamson (“Grant”) was a resident of Los Angeles County in  
17 the city of Malibu, California.

18 5. Defendant Protravel International LLC (“Protravel”) was at all times  
19 mentioned herein and is now a travel agency registered to do business in California, with its  
20 principal place of business at 14130 Riverside Drive 2nd Fl., Sherman Oaks, Los Angeles,  
21 California 91423. Protravel was at all relevant times acting as an agent of the Grand Hotel  
22 Park SA, a/k/a and d/b/a Gstaad Fly Sarl (“The Grand”), Bucher Reisen AG (“Bucher”) and  
23 Plaintiffs.

24 6. Plaintiffs are informed and believe and thereon allege that Defendant The  
25 Grand, was at all times mentioned herein and is now a five star luxury hotel, located at  
26 Wispilestrasse 29, 3180 Gstaad, Switzerland, doing business in California both through its  
27 agents Protravel and Bucher, and with Protravel, Bucher, the Adamsons and otherwise. The  
28 Grand, at all relevant times, owned and/or managed a commercial hot air balloon transport

1 and employed the pilot of the commercial hot air balloon transport, Christian Jean Pierre  
2 Dupuy (“Dupuy”). The Grand is sometimes also known as and does business under the  
3 name Gstaad Fly Sarl. Gstaad Fly is owned and controlled by The Grand and they are the  
4 same entity in reality.

5 7. Defendant Bucher Travel Inc. was at all times mentioned herein and is now a  
6 travel agent with an address at Haldenstrasse 11 in 6002 Lucerne, Switzerland doing  
7 business in California both through its agent Protravel and with Protravel, and the  
8 Adamsons, among others.

9 8. Defendant Simone Rayden (“Rayden” collectively with The Grand and  
10 Bucher “Defendants”) was at all times mentioned herein and is now an employee of  
11 Protravel, doing business at 14130 Riverside Dr., 2nd Fl. Sherman Oaks, Los Angeles,  
12 California 91423 and lives in Los Angeles.

13 9. On or about April 2013, Defendants entered into a contract with Plaintiffs in  
14 Los Angeles to provide safe air travel in The Grand’s commercial hot air balloon transport  
15 starting from Chateau d’Oex on August 6, 2013.

16 10. The true names and capacities, whether individuals, legal corporations, or  
17 otherwise, of Defendant DOES 1 through 50, inclusive, and each of them, are unknown to  
18 Plaintiffs at this time and therefore Plaintiffs sue said Defendants by such fictitious names.  
19 Plaintiffs will amend this Complaint to show the true names and capacities of the fictitiously  
20 named Defendants when they have been ascertained. Plaintiffs are informed and believe,  
21 and thereon allege, that each fictitiously named Defendant is liable in some manner to  
22 Plaintiffs in respect to the events and damages referred to in this Complaint.

23 11. Plaintiffs are informed and believe and thereon allege, that at all times  
24 mentioned herein, each of the Defendants, including all DOE Defendants, was the agent,  
25 employee, partner, shareholder, joint venture, officer, director, owner, successor and/or alter  
26 ego of every other Defendant and acting wholly within the course and scope of such agency,  
27 employment, and/or other relationship in conducting the actions and activities or omissions  
28 of each other Defendant in advance of their being taken, or generally or specifically

1 approving the failure to take necessary and appropriate actions and activities in advance,  
2 and/or subsequently ratified each other Defendants' conduct. References made herein to  
3 "Defendants" shall be deemed to mean the acts of Defendants acting individually, jointly,  
4 and/or severally.

### 5 JURISDICTION AND VENUE

6 12. This Court has general and specific personal jurisdiction over each Defendant  
7 because each Defendant has at least minimum contacts with California.

8 13. Each Defendant advertises and does business in the State of California both  
9 directly and through its agents.

10 14. Each Defendant provided services and/or contracted for services with the  
11 Plaintiffs in the County of Los Angeles, California, either directly and/or through its agents.

12 15. California Code of Civil Procedure § 395 provides that in an action for injury  
13 to a person from a wrongful act or negligence, venue is proper in the County where some of  
14 the Defendants have a principal place of business or if no Defendant has a principal place of  
15 business in California then venue is proper in any Superior Court in California. Therefore,  
16 venue is proper in the County of Los Angeles for this case.

17 16. Venue is also proper in the County of Los Angeles pursuant to California  
18 Code of Civil Procedure § 395.5, which provides that in an action on a contract, venue is  
19 proper in the County where the contract was made, as in this case.

### 20 GENERAL ALLEGATIONS

21 17. At the time of his death in a commercial hot air balloon transport crash on  
22 August 6, 2013, Grant Adamson ("Grant" or "Mr. Adamson") was 55 years old and an  
23 executive with businesses in Malibu, California. Terry Adamson, Grant's wife, was also 55  
24 years old at the time of the crash and is a former Los Angeles County criminal prosecutor, a  
25 former Commissioner of the Court in Malibu, and a Professor of Law and Distinguished  
26 Jurist in Residence at Pepperdine Law School. Lauren Adamson was 24 years old at the  
27 time of the crash and was a student in the Graziadio School of Business and Management at

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1 Pepperdine University. Megan Adamson was 20 years old at the time of the crash and an  
2 undergraduate student at Pepperdine University. (Collectively the “Adamson Family”).

3 18. In or around March 2013, the Adamson Family began planning their dream  
4 summer vacation to Switzerland. The Adamson Family was very interested in physical  
5 fitness and outdoor adventures. *See Exhibit A.*

6 19. In or around March 2011, Terry read about a commercial balloon transport  
7 flight operated by The Grand in a copy of the directory *The Leading Hotels of the World*  
8 (“*The Directory*”) distributed to and in California. *See Exhibit B.*

9 20. The Grand is located in the city of Gstaad, Switzerland. It is a five star luxury  
10 operation, owned by Ms. Dona Bertarelli (“Bertarelli”), heiress of one of wealthiest families  
11 in Switzerland. *See Exhibit C.* The Grand owns and operates a commercial hot air balloon  
12 transport. *See Exhibit D.*

13 21. The Grand advertises its hotel and particularly its balloon air transport to  
14 Californian clients via a number of publications, including those read by the Adamson  
15 Family, such as *The Directory*, the *Robb Report*, a Malibu based luxury magazine, and  
16 *Departures Magazine*. These publications promote the “iconic” status of The Grand and  
17 state that one could “enjoy the scenery from the basket of the hotel’s private hot-air  
18 balloon.” *See The Robb Report 100 Resorts: Europe*, ROBB REPORT (May 1, 2012),  
19 <http://robbreport.com/Travel/The-Robb-Report-100-Resorts-Europe>; Chris Schmicker, *10*  
20 *Perfect Summer Mountain Towns*, DEPARTURES (June 2011)  
21 <http://www.departures.com/slideshows/10-perfect-summer-mountain-towns/4>.

22 22. The Grand used its Los Angeles based agents Protravel and Rayden among  
23 others, to promote its luxurious property and its exclusive hot air balloon transport. Rayden,  
24 a Protravel employee working in Los Angeles, planned luxury vacations for the Adamson  
25 Family for many years. Rayden was aware that the Adamson Family was very concerned  
26 about quality and safety especially in the area of transportation. Rayden, who assisted the  
27 Adamson Family with the planning of their Switzerland trip, told Mrs. Adamson that the  
28 balloon transport which The Grand would provide to take the family from Chateau d’Oex to

1 the Montbovon area, was a “must do” experience and that it was by far the most reputable,  
2 reliable, and safe option for air transport by commercial hot air balloon vehicle. Rayden  
3 advised the Adamson Family to use The Grand’s hot air balloon transport rather than travel  
4 by car or any other means. Acting in Los Angeles, Rayden selected The Grand for transport  
5 of the Adamson Family. She arranged for the Adamson Family’s luggage to follow the hot  
6 air balloon transport in a following car.

7 23. Rayden negotiated a contract for the hot air balloon transport with Protravel,  
8 Bucher, and The Grand for the Adamson Family. Rayden, Protravel, and Bucher selected  
9 The Grand’s balloon transport for the Adamson Family and represented the balloon  
10 transport was top of the line and safe. Bucher represented to the Adamson Family that the  
11 hot air balloon transport would be “picture book.” *See* Exhibit E.

12 24. In fact, neither Protravel, Rayden, nor Bucher properly investigated the safety  
13 features or lack thereof of The Grand’s hot air balloon transport and did not properly  
14 investigate the competence and employment history of the pilot, Dupuy.

15 25. In choosing and paying for The Grand’s commercial transportation on August  
16 6, 2013, the Adamson Family relied on the statements and selection of Rayden, Protravel  
17 and Bucher.

18 26. The Adamson Family also relied on the advertisements of The Grand, which  
19 target Californians through direct, purposeful, and systematic promotional activities in  
20 California.

21 27. Through its direct, purposeful, and systematic promotional activities in  
22 California, The Grand availed itself of the privileges and protections of the State of  
23 California as well as revenue from the Adamson Family.

24 28. The Adamson Family entered into contracts in Los Angeles with The Grand,  
25 Bucher, Protravel, and Rayden on or about April 2013, to transport them safely by hot air  
26 balloon on August 6, 2013, in exchange for payment of approximately CHF1’520 or \$1,735.  
27 Terry, acting on behalf of herself as well as on behalf of the other members of the Adamson  
28 Family, accepted The Grand’s offer to provide safe transport to each Adamson family

1 member in its hot air balloon in Los Angeles and also paid for the hot air balloon transport  
2 with her VISA credit card in Los Angeles. Terry communicated her acceptance of The  
3 Grand's offer to Rayden from Los Angeles, and Rayden communicated the acceptance of  
4 the offer to The Grand and its agent Bucher. *See* Exhibit F. Rayden, Bucher, Protravel and  
5 The Grand sent the Adamson Family a confirmation of the consumer contract for  
6 transportation, which was to take place on August 6, 2013. *See* Exhibit E.

7 29. The Grand also advertised its pilot, Dupuy, as a competent in residence pilot  
8 to operate the hot air balloon transport. *See Gstaad, Hot Air Ballon, GRAND HOTEL*  
9 *PARK* (May 13, 2012, 2:48 PM),  
10 [https://www.arabiantravelmarket.com/\\_novadocuments/11038](https://web.archive.org/web/20120513024837/http://www.grandhotelpark.ch/uk/les-<br/>11 <u>exclusivites.php</u> (accessed by searching for Grand Hotel Park in the Internet Archive index);<br/>12 Press release, Do you Gstaad? Grand Hotel Park Media Kit (December 2010), available at<br/>13 <a href=).

14 30. The Grand included in its offer the representation that it was a member of The  
15 Leading Hotel's of the World Group.

16 31. Despite the repeated promotion of The Grand as "reputable," "iconic,"  
17 "luxurious," and "safe" and despite being ranked as one of the premiere hotels and hot air  
18 balloon transports in Europe, The Grand hired Dupuy as pilot, including for the transport of  
19 the Adamson Family on August 6, 2013. The Grand and all Defendants knew or should  
20 have known that with hot air balloon transport, the competency of the pilot is extremely  
21 important to the safety of its passengers. Dupuy was not safe, reliable, or competent to pilot  
22 The Grand's balloon transport. Dupuy was known to consume alcohol in excess and the  
23 reasons for his termination from his previous employer, Sky Events, in 2008 included his  
24 visiting the pub during working hours and damaging Sky Events' vehicle without  
25 explanation other than alcohol usage. Further, before the Adamson's crash, The Grand  
26 contacted Sky Events and asked it to operate The Grand's hot air balloon transport. Sky  
27 Events refused to do so because The Grand insisted on Dupuy acting as the pilot. The  
28 Grand, its management and employees placed personal interests ahead of the safety of its

1 clients, including the Adamsons. Sky Events told The Grand that Dupuy had been  
2 terminated and that it would not be responsible for operation of the balloon transport with  
3 Dupuy as pilot. Ignoring the warnings from Sky Events, The Grand made the decision to  
4 employ Dupuy as pilot anyway. Dupuy was “in residence” on The Grand’s property and  
5 The Grand either knew or should have known that the in residence pilot had a propensity for  
6 consuming alcohol and was not competent to safely pilot tourists on the route chosen for the  
7 Adamsons. The Grand and its employees had been told that Sky Events had terminated  
8 Dupuy in part for visiting the pub during working hours and drinking in excess. Neither  
9 Rayden, Bucher, nor Protravel made a proper investigation of The Grand’s in resident pilot,  
10 despite the significance of the pilot’s competence for passenger safety, which would have  
11 revealed these facts before they selected The Grand’s balloon air transport for the Adamson  
12 Family. The Adamsons relied on Defendants and each of them to investigate the  
13 competence of the pilot when selecting The Grand’s hot air transport. None of the  
14 Defendants informed or warned the Adamson Family about any of this prior history with  
15 Dupuy or raised any concern with the competence of Dupuy as pilot.

16 32. Notwithstanding Dupuy’s prior history of alcohol use, The Grand hired Dupuy  
17 as pilot for its balloon transport. The manager of The Grand, Mr. Jean Yves Blatt (“Blatt”)  
18 is the brother in law of Dupuy and lives at the same address. Blatt knew or should have  
19 known that his brother-in-law consumed alcohol in excess, during working hours, and at  
20 night before early morning flights and that it was not safe for The Grand to employ him to  
21 pilot its hot air balloon transport. Blatt knew or should have known that Dupuy was not  
22 competent to operate a commercial hot air balloon transport in the area selected for the  
23 Adamsons’ flight.

24 33. The Grand, Bucher, Protravel, Rayden, and their owners, managers and  
25 employees, were aware or should have been aware that Dupuy had been dismissed by his  
26 previous employer Sky Events, due in part to alcohol related issues, nonetheless, they hired  
27 The Grand and Dupuy to pilot the balloon and told the Adamson Family to use this balloon  
28 for safe transport on the route selected for the Adamsons.





1           41. Pilot Dupuy was late in taking off and the balloon departed around 7:45 – 8:45  
2 AM, on August 6, 2013. Unknown to the Adamsons, the late takeoff increased the risk of a  
3 balloon accident in this area, and the flight should have been cancelled and would have been  
4 cancelled by a competent pilot.

5           42. After ascending in the hot air balloon transport, the Adamson Family noticed  
6 that the craft was increasing and decreasing in altitude frequency and Dupuy did not appear  
7 to be paying attention. Plaintiffs told Dupuy to find a safe place to land, as they were  
8 frightened.

9           43. Dupuy’s nephew, Gabriel Oliver Blatt (“Blatt, Jr.”), who was following the  
10 balloon from the ground, called Dupuy on a radiophone and told him he was flying too low  
11 and Dupuy confirmed that he knew he was flying low.

12           44. The scheduled landing site for the Adamson Family journey was in the  
13 Montbovon area. This is a well-known regularly used landing area for hot air balloon  
14 transport. There are power-lines in the area and a safe approach and landing requires that  
15 the balloon transports fly above the power lines. Dupuy and The Grand employees assured  
16 Terry that Dupuy had traveled this route many times and knew it well. Defendants and  
17 Dupuy were or should have been familiar with the area. In fact, Dupuy was not properly  
18 familiar with the landing area, such that he was competent to act as a commercial pilot for  
19 tourists.

20           45. Approaching the landing site at Montbovon, Dupuy was flying too low.  
21 Megan saw that the balloon was headed for power lines and cried out to Dupuy. Dupuy was  
22 looking in the opposite direction and turned towards the power lines. The balloon struck the  
23 power lines before falling 165 feet to the ground.

24           46. After Megan cried out, Grant saw the power lines. Grant, Terry, Megan and  
25 Lauren all realized that they were in a life threatening, terrifying position. Grant had his  
26 wife and daughters lay on the bottom of the balloon’s basket and he tried to shield them  
27 with his own body to protect them. The members of the family told each other they loved

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1 each other and prayed. There was nothing anyone in the family could do as The Grand's  
2 balloon plummeted from the sky, except wait in terror for the end to come.

3 47. The accident resulted in Grant's main artery, the aorta, rupturing from trauma,  
4 which killed him.

5 48. Terry, Megan, and Lauren were all rendered unconscious in the crash and  
6 suffered extreme life-threatening injuries. All three survivors suffered multiple severe  
7 spinal fractures and injuries and multiple broken bones. Megan's spine was crushed and  
8 severed from her pelvis, Terry's jaw and pelvis were both shattered and she suffered acute  
9 internal bleeding, a collapsed lung, a collapsed diaphragm and a perforated liver. Lauren's  
10 legs were crushed including a compound fracture, her eye socket was broken, and her  
11 extensive injuries required ten surgeries.

12 49. Immediately after the crash, witness Benedikt Schnippenkoetter rushed to the  
13 scene and the first words Dupuy uttered to him were "I have not seen the power lines."

14 50. Megan and Terry were air evacuated to the Inselspital Hospital in Berne,  
15 Switzerland ("Inselspital"), where they were in the intensive care ward for weeks. Lauren  
16 was air evacuated to Centre Hospitalier Universitaire Vaudois in Lausanne, where she  
17 remained unconscious for three days before being evacuated to Inselspital in Bern. *See*  
18 Exhibit G.

19 51. The rescue team unsuccessfully tried to revive Grant at the accident site. His  
20 body was taken to Ruffieux funeral home.

21 52. The surviving members of the Adamson Family had numerous operations at  
22 Inselspital. On or around August 25, 2013, Lauren and Megan were stable enough to be  
23 emergency evacuated to Saint John's Health Center in Santa Monica, California ("St.  
24 John's). On or around August 31, 2013, Terry was stable enough to be emergency  
25 evacuated to St. John's to join her daughters. Terry was in St. John's for one month, Lauren  
26 for three weeks and Megan for two weeks. After leaving St. John's, Lauren was sent to  
27 UCLA Medical Center for a further twelve days of rehabilitation. Terry was sent to  
28 Northridge Hospital Medical Center for 3 weeks of rehabilitation. All three surviving

1 Plaintiffs remain in rehabilitation and continue to see doctors and physical therapists on a  
2 regular basis. All surviving Plaintiffs have permanent disabling injuries and their combined  
3 medical expenses to date alone are well over \$1,000,000 (one million dollars).

4 53. Dupuy survived the crash and is being prosecuted for manslaughter by Swiss  
5 criminal authorities.

#### 6 **PLAINTIFFS' DAMAGES**

7 54. As a direct and proximate result of Defendants' wrongful acts and omissions,  
8 Grant was killed. Terry, Lauren, and Megan have lost the financial support of their beloved  
9 husband and father as well as loss of his comfort, society, and protection.

10 55. As a direct and proximate result of Defendants' wrongful acts and omissions,  
11 Terry has suffered severe permanent injury including multiple spinal injuries, multiple  
12 fractures including a dislocated and shattered jaw, broken teeth, fractured pelvis, leg, ankle,  
13 and ribs, internal bleeding, organ damage, and collapsed lungs.

14 56. As a direct and proximate result of Defendants' wrongful acts and omissions,  
15 Lauren suffered severe permanent injury including multiple spinal injuries, multiple  
16 fractures including shattered and fractured vertebrae, fractured eye-socket, arm, clavicle,  
17 and ribs and multiple fractures in her legs including a compound fracture, and intermittent  
18 respiratory failure.

19 57. As a direct and proximate result of Defendants' wrongful acts and omissions,  
20 Megan has suffered severe permanent injuries including spinal injuries, the severing of her  
21 pelvis from her spine, shattered sacrum, shattered foot, multiple fractures including  
22 compression fractures of multiple vertebrae, hip fracture, ankle fracture, pulmonary  
23 contusion and collapsed lungs.

24 58. All three of the surviving members of the Adamson Family have suffered  
25 psychological injuries including, pre and post-traumatic stress, depression, acute physical  
26 pain, suffering, humiliation, anxiety, shock, fear, and extreme mental anguish.

27 59. Terry, Lauren, and Megan have each suffered permanent debilitating injuries.  
28 As a result of their injuries their earning capacities have been greatly and permanently

1 diminished, including loss of wages, both past, present and future. Terry's damages are at  
2 least \$10,152,024; Lauren's damages are at least \$3,829,278; Megan's damages are at least  
3 \$3,039,660; the losses due to the death of Grant are at least \$36,786,567; the total damages  
4 for the Adamson Family are at least \$53,807,529.

### 5 FIRST CAUSE OF ACTION

#### 6 **(For Negligence and Gross Negligence Against All Defendants, and DOES 1-50)**

7 60. Plaintiffs hereby repeat and re-allege the factual allegations contained in  
8 paragraphs 1 through 59 above as though set forth in full herein.

9 61. At all times mentioned herein, Defendants The Grand, Rayden, Protravel,  
10 Bucher, and DOES 1-50 each owed a duty of care to Plaintiffs. The Grand owned the hot  
11 air balloon transport and employed the pilot Dupuy. Rayden, Protravel, and Bucher were  
12 the agents of the Adamson Family and The Grand, selecting The Grand's balloon transport  
13 for the Adamson Family and organizing the transport as well as payment for the balloon  
14 transport. At all times mentioned herein, Defendants Rayden, Protravel, Bucher and DOES  
15 1-50 each owed a fiduciary duty to Plaintiffs based on the relationship of trust and  
16 confidence of a travel agent to its clients.

17 62. The Grand had a duty to provide safe hot air balloon transport and a  
18 competent pilot for the Adamson Family trip on August 6, 2013. Dupuy failed to pilot the  
19 balloon as a reasonable and competent pilot would have done under the circumstances.

20 63. Rayden, Bucher, and Protravel had a duty to competently select reasonably  
21 safe air transport for the Adamson Family, investigate the safety history and competence of  
22 the balloon company and pilot they selected for the Adamson Family's transport and a duty  
23 not to represent that The Grand transport and pilot was safe and the trip was top of the line  
24 not to be missed, when in fact the opposite was true.

25 64. Defendants each breached their respective duty of care and were negligent and  
26 grossly negligent, not even using the scant care which would have revealed that pilot Dupuy  
27 had a history of alcohol use which led to his firing at his previous job and that Dupuy was  
28 not competent to pilot The Grand's hot air balloon transport.

1 65. Each Defendant’s negligence and gross negligence was a substantial factor in  
2 causing each Plaintiff’s injuries and damages.

3 66. As a direct and proximate result of the Defendants’ negligence, Plaintiffs  
4 suffered serious and severe bodily injuries and mental anguish, as well as other losses, in an  
5 amount to be proven at the time of trial, but no less than \$53,807,529.

6 **SECOND CAUSE OF ACTION**

7 **(For Negligent Hiring, Training, and Supervision Against Defendant The Grand, and**  
8 **DOES 1-50)**

9 67. Plaintiffs hereby repeat and re-allege the factual allegations contained in  
10 paragraphs 1 through 66 above as though set forth in full herein.

11 68. Defendants The Grand and DOES 1-50, and each of them, have a duty of care  
12 in the hiring, supervision and training of their employees, this includes the hiring,  
13 supervising and training of in-house pilots capable of piloting a balloon to safely transport  
14 passengers, including Plaintiffs and preventing their pilots from taking passengers in their  
15 balloon under unsafe conditions.

16 69. Defendants breached their duty of care in at least the following respects:

- 17 a. Failing to investigate Dupuy’s alcohol related termination from his
- 18 previous employers, Sky Events;
- 19 b. Hiring and employing Dupuy when they knew or should have known that
- 20 Dupuy was unfit to pilot the balloon;
- 21 c. Ignoring the warnings of Sky Events about Dupuy’s alcohol related
- 22 termination from employment and its refusal to operate The Grand’s
- 23 balloon transport with Dupuy as pilot;
- 24 d. Failing to properly train, educate, and instruct Dupuy to ensure he was a
- 25 competent pilot; failing to supervise Dupuy and failing to ensure that he
- 26 conducted himself in a competent professional manner, including not
- 27 drinking before flying the hot air balloon carrying guests and patrons of
- 28 The Grand;

1 e. Allowing Dupuy to pilot the balloon carrying the Plaintiffs on August 6,  
2 2013, when The Grand knew or should have known that Dupuy was  
3 taking-off too late.

4 70. Defendants' negligent hiring, training, and supervision of Dupuy were a  
5 substantial factor in causing the Plaintiffs' harm.

6 **THIRD CAUSE OF ACTION**

7 **(For Negligence Per Se Against The Grand, and DOES 1-50)**

8 71. Plaintiffs hereby repeat and re-allege the factual allegations contained in  
9 paragraphs 1 through 70 above as though set forth in full herein.

10 72. Based on the first blood test carried out on Dupuy after the accident, his blood  
11 alcohol level was 0.011 to 0.021%, a result which means his blood alcohol level at the time  
12 of takeoff was higher.

13 73. California statutory regulations prohibit pilots from flying within 8 hours  
14 after the consumption of any alcoholic beverage or to pilot an aircraft while having a blood  
15 alcohol concentration of 0.04%. Swiss regulations prohibit a pilot from flying an aircraft  
16 within 8 hours of having consumed alcohol or to pilot an aircraft while having a blood  
17 alcohol concentration of 0.02%. Dupuy's blood test shows that he was in violation of both  
18 the statutes and the regulation and was negligent as a matter of law, per se. The Grand and  
19 DOES 1-50 are liable for the negligence of their employees.

20 74. As a direct result of Dupuy's negligence, Grant was killed and Terry, Lauren,  
21 and Megan suffered serious bodily injuries and mental anguish as well as other losses, in  
22 amounts to be proven at the time of trial, but no less than \$53,807,529.

23 **FOURTH CAUSE OF ACTION**

24 **(For Wrongful Death Against All Defendants, and DOES 1-50)**

25 75. Plaintiffs hereby repeat and re-allege the factual allegations contained in  
26 paragraphs 1 through 74 above as though set forth in full herein.

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1           76. Plaintiffs, Terry, Lauren, and Megan are the immediate family members and  
2 heirs of the decedent, Grant. Terry is the surviving spouse and Executor of Grant’s Estate;  
3 Lauren and Megan are his surviving children.

4           77. Grant’s death was caused by the wrongful, negligent, and grossly negligent  
5 acts and breach of contract by the Defendants.

6           78. As a direct and proximate result of Defendants’ wrongful, negligent and  
7 grossly negligent acts and breach of contract, Plaintiffs have suffered loss of Grant’s love,  
8 comfort and society as well as the loss of his financial support, amount to be proven at trial,  
9 but no less than \$53,807,529.

10           79. As a direct and proximate result of Defendants’ wrongful, negligent, and  
11 grossly negligent acts and breach of contract, Plaintiffs have incurred damages including  
12 funeral and related expenses.

13                                   **FIFTH CAUSE OF ACTION**

14                                   **(Survival Action Against All Defendants, and DOES 1-50)**

15           80. Plaintiffs hereby repeat and re-allege the factual allegations contained in  
16 paragraphs 1 through 79 above as though set forth in full herein

17           81. Terry is Grant’s surviving spouse, the Executor of Grant’s Estate, and the  
18 personal representative for Grant.

19           82. Lauren and Megan are Grant’s surviving daughters.

20           83. Defendants’ negligence, gross negligence and breach of contract caused Grant  
21 to suffer injury, extreme fear, and mental anguish before his death.

22           84. Plaintiffs are entitled to claim on Grant’s behalf for the negligent and grossly  
23 negligent acts and breach of contract of the Defendants, which caused Grant to suffer injury,  
24 extreme fear, and mental anguish before his death.

25                                   **SIXTH CAUSE OF ACTION**

26                                   **(For Breach of Contract Against All Defendants, and DOES 1-50)**

27           85. Plaintiffs hereby repeat and re-allege the factual allegations contained in  
28 paragraphs 1 through 84 above as though set forth in full herein.



1 86. On or about April 2013, Terry acting on behalf of herself and on behalf of the  
2 entire Adamson Family entered into oral, written, and implied contracts with Defendants  
3 and each of them to provide a safe hot air balloon transport in Switzerland. Defendants  
4 promised to deliver services to Plaintiffs who were consumers of these services.

5 87. Plaintiffs performed their contractual obligations when they made payment of  
6 approximately CHF 1'520 or \$1,735 to Defendants.

7 88. Defendants' failure to provide the Plaintiffs with a safe hot air balloon  
8 transport constitutes breach of the contracts.

9 89. As a direct result of Defendants' breach, Grant was killed and Terry, Lauren,  
10 and Megan suffered serious bodily injuries and mental anguish, as well as other losses, in  
11 damages amount to be proven at the time of trial, but no less than \$53,807,529.

## 12 SEVENTH CAUSE OF ACTION

### 13 **(Fraud Against All Defendants, and DOES 1-50)**

14 90. Plaintiffs hereby repeat and re-allege the factual allegations contained in  
15 paragraphs 1 through 89 above as though set forth in full herein.

16 91. On or about April 2013, Rayden in her capacity as employee of Protravel and  
17 agent of Bucher and The Grand, falsely and fraudulently made affirmative representations to  
18 Plaintiffs. Among other things, Rayden falsely and fraudulently represented that the hot air  
19 balloon transport, including the pilot, provided by The Grand was safe and top of the line,  
20 when in fact the opposite was true.

21 92. When Rayden made her representations she knew or should have known them  
22 to be false. Rayden did not carry out any investigation to determine whether her  
23 representations were true or accurate. Defendants Rayden, Protravel, Bucher, and The  
24 Grand intended Plaintiffs to rely on their representations.

25 93. On August 6, 2013, The Grand falsely and fraudulently made affirmative  
26 representations to Plaintiffs in Gstadd, Switzerland, when they arrived at The Grand and  
27 before they boarded the hot air balloon transport. Among other things, The Grand directly  
28 and through its agents, falsely and fraudulently represented that the hot air balloon transport

1 provided by The Grand was safe and that Dupuy was a competent pilot who was very  
2 familiar with the route selected for the Adamsons, when in fact the opposite was true.

3 94. When The Grand and its employees made their representations they knew or  
4 should have known them to be false. The Grand did not carry out investigations to  
5 determine whether their representations were true or accurate. The Grand had been warned  
6 by Sky Events that Dupuy was not a competent pilot and that he had a history of alcohol  
7 use.

8 95. In reasonable reliance on said false representations, Plaintiffs purchased and  
9 used The Grand's hot air balloon transport. Had Plaintiffs known the true facts, they would  
10 not have used the Defendants' services. Defendants intended Plaintiffs to rely on their  
11 representations.

12 96. As a proximate result of Defendants' fraud, deceit, and misrepresentation of  
13 facts, Plaintiffs acted upon Defendants' false representations and as a direct and proximate  
14 result of such fraud and deceit, Plaintiffs have suffered serious bodily injuries and mental  
15 anguish as well as other losses, in amounts to be proven at the time of trial, but no less than  
16 \$53,807,529.

### 17 **EIGHTH CAUSE OF ACTION**

#### 18 **(Constructive Fraud Against All Defendants, and DOES 1-50)**

19 97. Plaintiffs hereby repeat and re-allege the factual allegations contained in  
20 paragraphs 1 through 96 above as though set forth in full herein.

21 98. At all times mentioned herein, Defendants Rayden, Protravel, Bucher and  
22 DOES 1-50 each owed a fiduciary duty to Plaintiffs based on the relationship of trust and  
23 confidence of a travel agent to its clients. The Grand owned the balloon and employed the  
24 pilot Dupuy. Protravel was the agent of the Adamson Family and The Grand, selecting The  
25 Grand's hot air balloon transport for the Adamson Family and organizing the transport as  
26 well as payment for the balloon transport.

27 99. The Grand had a fiduciary duty to provide safe hot air balloon transport and a  
28 competent pilot for the Adamson Family trip on August 6, 2013.

1           100. Protravel and Rayden had a fiduciary duty to investigate the safety history and  
2 competence of the hot air balloon company and the pilot they selected for the Adamson  
3 Family's transport, and a duty not to represent that The Grand's transport was top of the line  
4 not to be missed, when in fact the opposite was true.

5           101. On or about April 2013, Rayden falsely made affirmative representations to  
6 Plaintiffs. Rayden falsely represented that the hot air balloon transport provided by The  
7 Grand was safe and top of the line, when in fact the opposite was true.

8           102. On August 6, 2013, The Grand falsely made affirmative representations to  
9 Plaintiffs. Defendants falsely represented that the hot air balloon transport provided by The  
10 Grand was safe and that Dupuy was a competent pilot, when in fact the opposite was true.  
11 The Grand had been warned by Sky Events that Dupuy was not a competent pilot and that  
12 he had a drinking problem.

13           103. Defendants' false representations to Plaintiffs constituted a breach of fiduciary  
14 duty owed to the Plaintiffs.

15           104. Defendants' breaches of duty led to an advantage to Defendants, including the  
16 Plaintiffs payment of CHF 1'520 or \$1,735 to the Defendants on or about April 2013.

17           105. In reasonable reliance on said false representations, Plaintiffs purchased and  
18 used The Grand's hot air balloon transport. Had Plaintiffs known the true facts, they would  
19 not have used the Defendants' services. Defendants intended Plaintiffs to rely on their  
20 representations.

21           106. As a proximate result of Defendant's fraud, deceit, and misrepresentation of  
22 facts, Plaintiffs acted upon Defendant's false representations and as a direct and proximate  
23 result of such fraud and deceit, Plaintiffs have suffered serious bodily injuries and mental  
24 anguish as well as other losses, in amounts to be proven at the time of trial, but no less than  
25 \$53,807,529.

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1 NINTH CAUSE OF ACTION

2 (Negligent Misrepresentation Against All Defendants, and DOES 1-50)

3 107. Plaintiffs hereby repeat and re-allege the factual allegations contained in  
4 paragraphs 1 through 106 above as though set forth in full herein.

5 108. At all times mentioned herein, Defendants Rayden, Protravel, Bucher and  
6 DOES 1-50 each owed a fiduciary duty to Plaintiffs based on the relationship of trust and  
7 confidence of a travel agent to its clients.

8 109. On or about April 2013, Rayden made false affirmative representations to  
9 Plaintiffs. Rayden falsely represented that the hot air balloon transport provided by The  
10 Grand was safe and top of the line, when in fact the opposite was true. The Grand was  
11 warned by Sky Events that Dupuy was not a competent pilot.

12 110. On August 6, 2013, The Grand made false affirmative representations to  
13 Plaintiffs. Defendants falsely represented that the hot air balloon transport provided by The  
14 Grand was safe and that Dupuy was a competent pilot, when in fact the opposite was true.

15 111. Defendants reasonably should have known the falsity of the representations.

16 112. Defendants reasonably should have known that Plaintiffs would rely on their  
17 false representations. Defendants intended Plaintiffs to rely on their representations.

18 113. In reasonable reliance on said false representations, Plaintiffs purchased and  
19 used The Grand's hot air balloon transport. Had Plaintiffs known the true facts, they would  
20 not have used the Defendants' services.

21 114. As a proximate result of Defendants' negligent misrepresentation Plaintiffs  
22 have suffered serious bodily injuries and mental anguish as well as other losses, in amounts  
23 to be proven at the time of trial, but no less than \$53,807,529.

24 PRAYER FOR RELIEF

25 WHEREFORE, Plaintiffs pray for judgment against all Defendants as follows:

26 1. For compensatory damages, including, but not limited to, past and future lost  
27 wages, loss of earning capacity, past and future hospital, medical, and care expenses, funeral

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1 expenses, pain, suffering, disability, fear and anxiety, and emotional distress in such  
2 amounts as shall be shown at time of trial, but in a total amount no less than \$53,807,529;

3 2. For attorneys' fees and costs;

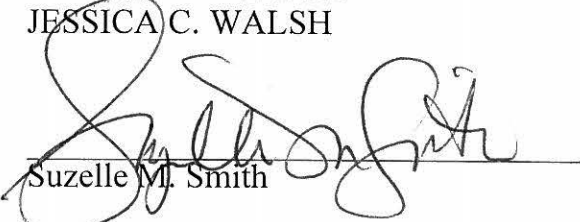
4 3. For interest as provided by law, including but not limited to prejudgment  
5 interest as provided for by Cal. Civil Code §§ 3288 and 3291; and

6 4. For such other and further relief as the Court may deem just, equitable and  
7 proper.

8 Dated: July 1, 2014

HOWARTH & SMITH  
DON HOWARTH  
SUZELLE M. SMITH  
JESSICA C. WALSH

9  
10  
11  
12 By:

  
Suzelle M. Smith

13 Attorneys for Plaintiffs  
14 TERRY J. ADAMSON, as an individual and  
15 as Executor of THE ESTATE OF GRANT  
16 ADAMSON, LAUREN H. ADAMSON,  
17 MEGAN S. ADAMSON

18 **DEMAND FOR JURY TRIAL**

19 Plaintiffs hereby demand trial by jury.

20 Dated: July 1, 2014

HOWARTH & SMITH  
DON HOWARTH  
SUZELLE M. SMITH  
JESSICA C. WALSH

21  
22  
23 By:

  
Suzelle M. Smith

24 Attorneys for Plaintiffs  
25 TERRY J. ADAMSON, as an individual and  
26 as Executor of THE ESTATE OF GRANT  
27 ADAMSON, LAUREN H. ADAMSON,  
28 MEGAN S. ADAMSON