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COUNSEL FOR ECN CAPITAL (AVIATION) CORP.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	**Chapter 11**
CHC GROUP LTD., *et al.*,	**Case No. 16-31854(BJH)**
Debtor,	**(Jointly Administered)**
ECN CAPITAL (AVIATION) CORP.,	**Adv. Proc Case No. _____**
Plaintiff,	**COMPLAINT**
v.	**(Jury Trial Demanded)**
AIRBUS HELICOPTERS (SAS),	
Defendants.	

Plaintiff ECN Capital (Aviation) Corp. (f/k/a Element Capital Corp.) ("ECN Capital" or "Plaintiff"), for its Complaint against Defendant Airbus Helicopters (SAS) ("Airbus" or

"Defendant"), respectfully alleges as follows:

NATURE OF THE ACTION

1. Defendant Airbus designs, manufactures, markets, and sells aircraft, including two models of utility helicopters sold under the name "Super Puma"—the Eurocopter EC225 ("EC225") and the Eurocopter AS332 L2 ("AS332 L2").[1]

2. On April 29, 2016, a Super Puma EC225 crashed near Turøy, Norway. All 13 individuals on board were killed. Footage of the accident recorded by a bystander showed that the main rotor blades of the helicopter detached in midair, causing the frame to fall.

3. As a result of the crash and its investigation by the Accident Investigation Board of Norway, civil aviation authorities in the United States, Europe, Norway, and the United Kingdom prohibited the flight and/or commercial use of any EC225 or AS332 L2 due to an unsafe condition caused by a design defect in the helicopters' main gear box, which connects to the helicopter frame the main rotor head that is attached to the main rotor blades. The Accident Investigation Board of Norway, the United Kingdom Civil Aviation Authority, and the United States Federal Aviation Authority specifically concluded that the Super Puma EC225s and the Super Puma AS332 L2s are not safe to fly in their current condition.

4. Plaintiff ECN Capital owns five Super Puma helicopters manufactured by Defendant Airbus—one Super Puma EC225 and four Super Puma AS332 L2s. ECN Capital has suffered damage that is the direct and proximate result of Airbus's negligence, defective

[1] Airbus Helicopters (formerly known as Eurocopter) has changed the names of some Super Puma models; the EC225 is now known as the H225. For purposes of the allegations in this Complaint, Plaintiff will refer to the helicopter models by their names when Plaintiff purchased them.

design, defective manufacturing, failure to warn, violation of implied warranty of merchantability, negligent misrepresentation, and/or fraud regarding the unsafe helicopters. ECN Capital thus brings this action against Airbus to recover ECN Capital's damages, which include, but are not limited to, economic loss, damage to property, lost profits, and costs of recovery, maintenance, storage and replacement of the unsafe and defective helicopters.

THE PARTIES

5. Plaintiff ECN (Aviation) Capital Corp., an Ontario corporation, is a commercial financing business with headquarters in Toronto, Canada. ECN Capital provides commercial aviation financing to customers in the transportation and energy sectors, among others, throughout Canada and the United States, including in Texas.

6. Defendant Airbus Helicopters (SAS) is a *société par actions simplifiée* organized under the laws of France with its principal place of business in Marignane, France. Airbus designs, manufacturers, markets, and sells aircraft, which it markets and services around the world and throughout the United States, including in Texas.

JURISDICTION AND VENUE

7. This is an action seeking damages for negligence, strict products liability, manufacturing defect, design defect, breach of implied warranty of merchantability, negligent misrepresentation and fraud.

8. This Court has jurisdiction under 28 U.S.C. § 1334(b) and (c) because this lawsuit is related to cases filed by CHC Group Ltd. ("CHC Group") and certain of its affiliates (together with CHC Group, collectively the "CHC Debtors") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), which are being jointly administered in this Court under the caption *In re CHC Group Ltd., et al.,* No. 16-31854

(BJH) (the "CHC Bankruptcy Cases"). The outcome of this lawsuit is likely to impact the CHC Debtors' estates in the pending CHC Bankruptcy Cases.

9. Pursuant to 28 U.S.C. §§ 157(a) and 157(b)(1) and the Order dated August 3, 1984 Referring to Bankruptcy Judges for this District any or all proceedings arising in or related to a case under the Bankruptcy Code, this Court may exercise subject matter jurisdiction over this action.

10. This Court also has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a).

11. This Court has personal jurisdiction over Defendant Airbus because Airbus has appeared in the CHC Bankruptcy Cases pending in this Court to which this action is related. Airbus has filed proofs of claim, filed briefing in connection with discovery motions, and participated as a member of the Official Committee of Unsecured Creditors in the CHC Bankruptcy Cases. Airbus thus has purposefully availed itself of the courts in this District. Additionally, Airbus directed its wrongful conduct toward this State and this District by placing into the stream of commerce defective products that Airbus knew would be reasonably likely to appear in this District or be owned and/or operated by entities doing business in this District. On information and belief, Airbus sold Super Puma EC225s through an Airbus entity that is headquartered in this District, has a substantial presence in Texas, and has accepted jurisdiction in Dallas County, Texas for contracts of sale on Super Puma EC225s.

12. Venue is proper in this District pursuant to 28 U.S.C. § 1409(a) because the CHC Bankruptcy Cases to which this lawsuit is related are pending in this Court. In addition, venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because significant events

giving rise to the claims in this action occurred in this District and because certain property at issue is located in this judicial district. Specifically among other things, on information and belief, CHC Helicopters (Barbados) Limited ("CHC (Barbados)") originally purchased the helicopters at issue from Airbus entities affiliated with Airbus Group, Inc., which has a large presence—29 centers—in the United States and has a subsidiary, Airbus Helicopters, Inc., that is headquartered in Grand Prairie, Texas. Plaintiff purchased the helicopters at issue here from CHC (Barbados), which is one of the CHC Debtors in the CHC Bankruptcy Cases pending in this Court. CHC Group, which is the holding company for CHC (Barbados), bases its corporate officers and global operations center in Irving, Texas. Plaintiff entered into a sale leaseback agreement with CHC (Barbados), whereby Plaintiff would purchase the helicopters from CHC (Barbados) and lease them back to CHC (Barbados) for sublease and operation. These leases were recently rejected by the CHC Debtors in the CHC Bankruptcy Cases. In the alternative, venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(3) because Defendant Airbus is subject to personal jurisdiction in this District.

13. Statement Pursuant to Fed. R. Bankr. P. 7008. This adversary proceeding is a non-core proceeding. The Plaintiff does not consent to entry of final orders or judgment by this Court at this time.

FACTUAL ALLEGATIONS

A. April 29, 2016 Crash

14. The fatal crash on April 29, 2016, involved a Super Puma EC225, registered LN-OJF on charter to Statoil, a Norwegian oil and gas production company. Eleven oil workers were on the flight to be transported from an oil platform in the North Sea to Bergen

Airport, Flesland. All of the eleven passengers and two crew members on board the helicopter died in the crash.

15. Witnesses to the crash reported that they saw that the main rotor blades of the helicopter had separated from the frame in midair. Footage of the accident recorded by a bystander confirmed those accounts, showing the main rotor blades of the helicopter detached from the frame and spinning through the air. The main rotor blades were found on an outcrop approximately 300 yards away from where the helicopter frame crashed into the water of the North Sea.

16. The helicopter that crashed was operated by CHC Helikopter Service AS, a Norway subsidiary of CHC Group and an affiliate of CHC Helicopter, a Canadian company with its headquarters in Richmond, British Columbia, and its corporate officers and global operations center in Irving, Texas. CHC Group, the parent company of both CHC Helikopter Service AS and CHC Helicopter, is a Cayman Islands-based company that has filed for chapter 11 relief in the CHC Bankruptcy Cases, which are currently pending in this Court.

B. Investigation and Groundings

17. On the day of the crash, the Civil Aviation Authority of Norway (the "CAAN") began investigating the wreckage and issued an operational directive banning public and commercial transport flight of EC225 helicopters. The United Kingdom Civil Aviation Authority ("UK CAA") instituted a similar operational directive regarding Super Puma EC225s the next day, on April 30, 2016.

18. The Accident Investigation Board Norway ("AIBN") commenced investigating the cause of the crash. In a preliminary report on the investigation released on May 13, 2016, the AIBN stated that it was "focussing on the examination of the [Main Rotor Head] suspension bar assembly, the main gearbox and the main rotor head." In an update to the

preliminary report issued on May 27, 2016, the AIBN stated that "[d]etailed examination work continues to focus on the MRH suspension bar assembly, the main gearbox and the main rotor head."

19. On June 1, 2016, the AIBN released a preliminary report stating that its examinations of a second stage planet gear of the main gearbox "revealed features strongly consistent with fatigue." The report continued:

> Although preliminary, the AIBN considers these findings to be of such significance that it has decided to issue the following safety recommendation to ensure the continuing airworthiness of the Main Gear Box (MGB).
>
> **Safety Recommendation**
>
> Recent metallurgical findings have revealed features strongly consistent with fatigue in the outer race of a second stage planet gear in the epicyclic module of the MGB. It cannot be ruled out that this signifies a possible safety issue that can affect other MGBs of the same type. The nature of the catastrophic failure of the LN-OJF main rotor system indicates that the current means to detect failure in advance are not effective.

20. The AIBN concluded its June 1, 2016 report with a recommendation that the European Aviation Safety Agency ("EASA") "take immediate action to ensure the safety of the [EC225] Main Gear Box" with respect to all Super Puma EC225s.

21. Widespread groundings of the Super Pumas followed. On June 2, 2016, CAAN expanded its ban on Super Puma EC225s to encompass Super Puma AS332 L2s, which have a similar main gear box design to the Super Puma EC225s, and to encompass all operations, including search and rescue. Also on June 2, 2016, the UK CAA and EASA each issued bans on the flight of Super Puma EC225s and Super Puma AS332 L2s. On June 3, 2016, the United States Federal Aviation Administration ("FAA") issued an Emergency Airworthiness Directive prohibiting all flights of Super Puma EC225s and Super Puma AS332 L2s and defining "the unsafe condition" of the helicopters to be "failure of the main

rotor system, which will result in loss of control of the helicopter." The FAA stated that its ban would remain in place until "the design approval holder develops a modification that addresses the ***unsafe condition*** identified" by the FAA as affecting all Super Puma EC225s and all Super Puma AS332 L2s.

22. In a subsequent preliminary report issued on June 28, 2016, the AIBN concluded that "the accident most likely was the result of a fatigue fracture in one of the second stage planet gears." The AIBN concluded that fatigue to the gears caused a crack in the surface area of the metal, which created debris that should have been detected by magnetic chip detectors housed in the gear box. By Airbus's design, however, there are not adequate means of detection within the main gearbox of the Super Puma EC225s and Super Puma AS332 L2s to effectively detect debris. Airbus utilized a system called HUMS (Health and Usage Monitoring System) to monitor the health and usage of components of the aircraft. The HUMS system is intended to detect abnormal vibrations in the main gearbox area, such as would be caused by the fatigue identified by the AIBN as affecting the gears of the Super Puma EC225s and Super Puma AS332 L2s. The AIBN concluded that the chip detectors and the HUMS system in the Super Puma EC225 involved in the fatal crash failed to identify the fatigue to the gear box, or debris or abnormal vibrations caused by that fatigue.

23. The AIBN's reports and the FAA's Emergency Airworthiness Directive concluded that all Super Pumas EC225s and all Super Puma AS332 L2s had design defects relating to their gear boxes, chip detectors, and/or HUMS systems. The AIBN and the FAA concluded that these helicopters are unsafe and not airworthy.

24. EASA, too, concluded that Super Puma EC225s and Super Puma AS332 L2s are not safe to fly. On October 7, 2016, EASA partially lifted its ban on flights of Super

Puma EC225s and Super Puma AS332 L2s, but only to permit flights of such helicopters that have had their defective parts replaced. EASA also imposed extra inspections and service life limits to the Super Puma EC225s and Super Puma AS332 L2s.

25. AIBN has not made any further updates since the EASA action, and the CAAN and the UK CAA reaffirmed their bans on flights of Super Puma EC225s and Super Puma AS332 L2s after EASA issued its announcement partially lifting its ban. The FAA also has not amended its Emergency Airworthiness Directive declaring all Super Puma EC225s and Super Puma AS332 L2s unsafe and banning their flight.

C. Dangers and Defects of the Super Pumas

26. The designs for the Super Puma EC225 and Super Puma AS332 L2 models were based on the designs for the preceding Airbus SA330 J Puma, a twin-engine Airbus helicopter with a four-blade main rotor that gained civil certification in 1976, and the Super Puma AS332 L, which was certified in 1978. The Super Puma AS332 L2 was certified in 1991, and the Super Puma EC225 was certified in 2004. As the Super Puma family evolved, Airbus increased the power of the engines, lengthened the rotor blades (and, for the EC225, added a fifth blade), and increased the overall weight of the Super Puma AS332 L2 and the Super Puma EC225 as compared to the Super Puma AS332 L and the SA330 J Puma:

	SA330 J	AS332 L	AS332 L2	EC225
Maximum All Up Weight[2] (kg)	7,400	8,600	9,300	11,000
Engine Power (hp)	3,150	3,175	3,690	4,764
Main Rotor Diameter (m)	15	15.6	16.2	16.2
Maximum Speed (km/h)	257	262	277	275.5

27. Airbus's designs for the Super Puma EC225 and the Super Puma AS332 L2 were defective in that, among other things, Airbus did not appropriately update the gear box, chip detectors, and/or HUMS system in order to withstand the increased weight and power of the newer helicopter models, and Airbus negligently failed to sufficiently test how the existing gear box, chip detectors, and/or HUMS system would perform in the heavier and more powerful models. Had Airbus conducted the appropriate tests, it would have realized that its designs for the Super Puma EC225 and the Super Puma AS332 L2 were defective. Airbus thus knew or should have known that the helicopters were unsafe and not airworthy, and that an event like the fatal accident on April 29, 2016 was likely to occur as a natural consequence of the defective design of Airbus's Super Puma EC225 and Super Puma AS332 L2.

28. Since the April 29, 2016 crash of the Super Puma EC225 registered LN-OJF, the offshore helicopter industry has united in discontinuing operation of Super Puma EC225s and all Super Puma AS332 L2s. After all, 13 people on board the Super Puma EC225 were killed when "sudden catastrophic failure" developed in a matter of seconds, causing "the main

[2] The Maximum All Up Weight is the maximum gross weight of the aircraft at which takeoff is permitted.

rotor head [to] suddenly detach[] from the body of the helicopter" at 2,000 feet in the air and "smash[] into a tiny island and burst into flames."[3] Statoil's head of production in Norway called it "one of the worst accidents in Norwegian oil history."[4] The U.K.'s National Union of Rail, Maritime and Transport Workers (RMT) has "heard widespread, strong backlash about the aircraft . . . . This sentiment was echoed in a change.org online petition, purportedly representing North Sea Offshore Oil Workers and their families, which called for the [Super Puma EC225] to be permanently removed from service. It received over 27,000 signatures."[5] Tommy Campbell, the chair of Offshore Coordinating Group (OCG), an "umbrella body of unions representing North Sea oil workers," stated that "workers must not be forced to fly in the [Super Puma EC225]" until the cause of the crash is determined.[6] CHC itself, which is one of the world's largest operators of these aircraft, announced that it would no longer fly Super Puma EC225s "based on customer demand."[7] Even chief executive Gretchen Haskins of HeliOffshore, the global safety association for the offshore helicopter industry, admitted

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3 *Safety Alert Issued After Metal Fatigue Found in Norway Crash Helicopter*, The Guardian (Jun. 2, 2016), https://www.theguardian.com/world/2016/jun/02/safety-alert-issued-after-metal-fatigue-found-in-norway-crash-helicopter.

4 Stine Jacobsen & Ole Petter Skonnord, *Oil Rig Helicopter Crashes Off Norway Coast, 13 Presumed Dead*, Reuters (May 3, 2016), http://in.reuters.com/article/norway-helicopter-crash-idINKCN0XQ1GK.

5 Thierry Dubois, *Airbus Helicopters Braces for Post-Turøy Impact*, Vertical Mag (Aug. 31, 2016), http://www.verticalmag.com/news/airbus-helicopters-braces-post-turoy-impact/.

6 Hilary Duncanson, *'Mechanical Failure' Caused Norway Helicopter Crash*, The Huffington Post (May 4, 2016), http://www.huffingtonpost.co.uk/2016/05/03/mechanical-failure-caused-norway-helicopter-crash_n_9832530.html.

7 Laura Paterson, *North Sea Helicopter Firm Says It Will No Longer Use Super Puma H225s Following Fatal Crash*, Daily Record (Jun. 8, 2016), http://www.dailyrecord.co.uk/news/scottish-news/north-sea-helicopter-firm-says-8141489.

that she would not feel comfortable flying in a Super Puma EC225 or a Super Puma AS332 L2: "'For me, it would have to go through all the steps and it has only been through the first ones.'"[8]

29. Members of the oil and gas industry are circulating a report that "claims to have identified a serious problem within the gearbox of the Super Puma [EC225 and AS332 L2] aircraft," according to accounts given to Scottish newspaper The Herald.[9] This report is said to conclude that EASA's "interim action" for replacing parts and monitoring is insufficient and would not eliminate the "potential for catastrophic failure." *Id.* The report also is said to conclude that the deterioration of the gear box that led to the fatal accident was an "inherent characteristic" of all Super Puma EC225s and all Super Puma AS332 L2s.[10]

30. The defects in the Super Puma EC225s and the Super Puma AS332 L2s were not discoverable through a visual or flight delivery inspection.

D. Airbus's False Statements

31. Despite the dangers inherent in the defective design of the Super Puma EC225s and Super Puma AS332 L2s, Defendant Airbus supplied false information in an attempt to assure the market that its products were safe and airworthy. In the Overview for the Super

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[8] Dominic Perry, *Airbus Helicopters Chief Insists Super Puma has Future in North Sea Region*, Flight Global (Oct. 12, 2016), https://www.flightglobal.com/news/articles/airbus-helicopters-chief-insists-super-puma-has-futu-430270/.

[9] Jody Harrison, *Super Puma Has 'Potentially Catastrophic' Design Failure*, The Herald (Oct. 31, 2016), http://www.heraldscotland.com/news/homenews/14832969.Super_Puma_has__potentially_catastrophic__design_failure__report_claims/.

[10] Keith Findlay, *Airbus Silent on Super Puma 'Fault' News Report*, The Press and Journal, Nov. 1, 2016, *available at* http://www.pressreader.com/uk/the-press-and-journal-inverness/20161101/282432758708830.

Puma AS332 L2 on its website, Airbus describes the helicopter as having an "excellent . . . operational safety level" making it "well suited for civil operations, as well as para-public uses."[11] Another Airbus webpage advertises the Super Puma AS332 L2 as "a highly reliable medium-weight helicopter" that "is exceptionally smooth and stable in flight."[12] A webpage advertising the Super Puma EC225 states that the helicopter is "ideally suited for public service missions such as search and rescue" and has a design that "increases operational safety."[13] And the Super Puma EC225 Overview asserts that the helicopter "offers superior . . . reliability" and "sets new standards for safety."[14]

32. In addition, Airbus made false statements to EASA, to the UK Air Accidents Investigation Branch ("AAIB"), and to the public in response to safety recommendations Airbus received after an investigation regarding an April 2009 crash of a Super Puma AS332 L2. On April 1, 2009, a Super Puma AS332 L2, registered G-REDL, crashed off the coast of the United Kingdom with the loss of 16 lives. Like the Super Puma EC225 that crashed in Norway in April 2016, the Super Puma AS332 L2 that crashed in April 2009 also lost its main rotor. The AAIB investigated the 2009 crash and concluded that the Super Puma AS332 L2 suffered a failure of the second stage planet gear of the main gearbox—the same component

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[11] *See H215 (Formerly Known as AS332) Overview*, Airbus Helicopters, Inc., http://airbushelicoptersinc.com/products/H215-overview.asp (last visited Nov. 15, 2016).

[12] *See H215 (Formerly Known as AS332)*, Airbus Helicopters, Inc., http://airbushelicoptersinc.com/products/H215-product.asp (last visited Nov. 15, 2016).

[13] *See H225 (Formerly Known as EC225)*, Airbus Helicopters, Inc., http://airbushelicoptersinc.com/products/H225-product.asp (last visited Nov. 15, 2016).

[14] *See H225 (Formerly Known as EC225) Overview*, Airbus Helicopters, Inc., http://airbushelicoptersinc.com/products/H225-overview.asp (last visited Nov. 15, 2016).

that AIBN say failed in the Super Puma EC225 that crashed in Norway.[15] Airbus assured the AAIB and other regulators, as well as the public, that Airbus had addressed and resolved design and airworthiness issues regarding the Super Puma EC225 and the Super Puma AS332 L2 that related to the issues involved in the 2009 crash. Airbus's false statements—all made prior to Plaintiff's purchase of the Super Puma EC225 and the Super Puma AS332 L2s—gave consumers false confidence that Airbus had addressed and resolved any defects of the Super Puma EC225s or Super Puma AS332 L2s that related to the 2009 crash.

33. At all relevant times that it described the Super Puma EC225s and the Super Puma AS332 L2s as safe, reliable, and airworthy, Airbus knew or should have known that it was supplying false information on which Plaintiff and others would reasonably rely in making purchasing decisions.

E. ECN Capital's Super Pumas

34. Plaintiff ECN Capital owns five Super Puma helicopters manufactured by Defendant Airbus—one EC225 and four AS332 L2s. In 2013, Plaintiff purchased all five of its Super Pumas from CHC (Barbados), which, on information and belief, in turn purchased the helicopters directly from an affiliate of Defendant Airbus. Plaintiff purchased the following aircrafts on the following dates: Super Puma AS332 L2 registration mark G-PUMS on June 5, 2013; Super Puma AS332 L2 registration mark G-PUMM on June 5, 2013; Super Puma EC225LP registration mark G-OAGA on September 26, 2013; Super Puma AS332 L2

[15] AIBN stated in its June 28, 2016 Preliminary Report on the April 29, 2016 accident: "Even though some differences are observed when comparing the [April 2016 EC225] accident with the [April 2009 AS332 L2] accident, the fatigue fractured planet gears, however, show clear similarities." Preliminary Report 28 June 2016, Accident Investigation Board Norway (Jun. 28, 2016), https://www.aibn.no/Aviation/Investigations/16-286?iid=20112&pid=SHT-Report-Attachments.Native-InnerFile-File&attach=1.

registration mark LN-OHE on September 27, 2013; and Super Puma AS332 L2 registration mark G-PUMO on December 6, 2013.

35. After purchasing the Super Pumas from CHC (Barbados), Plaintiff ECN Capital leased the five Super Puma helicopters back to CHC (Barbados) to be subleased and operated by CHC (Barbados). As part of the Sale/Purchase Agreement between Plaintiff and CHC (Barbados), CHC (Barbados) warranted that the helicopters were kept in good repair, condition and appearance in accordance with the relevant aviation authorities. In the Lease Acceptance Certificate for the leases between CHC (Barbados) and Plaintiff ECN Capital, CHC (Barbados) warranted that it fully examined and inspected each helicopter and that the helicopters were airworthy and of satisfactory quality.

36. Under the terms of the lease-back agreement between CHC (Barbados) and Plaintiff ECN Capital, CHC (Barbados) warranted that as lessee, it would at all times cause the helicopters to be "inspected, serviced maintained, overhauled, repaired, modified and tested . . . in accordance with the Manufacturer's applicable maintenance and overhaul manuals, Service Bulletins[16] and other written instructions by the Manufacturer," and in accordance with applicable written mandatory instructions issued by relevant aviation authorities. The lease agreement included a statement that "[t]he aircraft shall be maintained at maintenance facilities approved by the Lessor and the relevant Aviation Authority, so as to keep the same in as good repair and operating condition and appearance as when delivered to Lessee, ordinary wear and tear excepted; in such condition as is necessary to keep the Aircraft Serviceable and enable the certificate of airworthiness to be maintained in good

[16] The term "Service Bulletin" is defined in the agreement to mean "the document containing instructions for continued airworthiness developed by the Manufacturer of the aeronautical product."

standing at all times under the applicable Regulations; in a manner at least comparable to other reputable operators of the same type(s) of aircraft; and in compliance with all mandatory modifications and all Airworthiness Directives issued by the Aviation Authority and the relevant Aviation Authority through permanent modification or repair of the Aircraft."

F. CHC's Bankruptcy

37. After the grounding caused by Defendant Airbus's negligence, defective design, defective manufacturing, failure to warn, violation of implied warranty of merchantability, negligent misrepresentation, and/or fraud, the CHC Debtors filed for relief under the Bankruptcy Code on May 5, 2016 in this Court. (ECF No. 1, Docket 16-31854-bjh.)

38. In its voluntary petition, CHC Group listed its mailing address as Irving, TX, and its principal place of business as Grand Cayman, Cayman Islands. (*Id.*)

39. The CHC entities that are relevant to the present complaint—CHC Group and CHC (Barbados)—are also debtors in the CHC Bankruptcy Cases. Plaintiff purchased the five helicopters at issue from CHC (Barbados), which in turn purchased the helicopters from Airbus.

40. Airbus has been actively involved in the CHC Bankruptcy Cases. First, Airbus is a major creditor in the CHC Bankruptcy Cases. Specifically, on August 22, 2016, Airbus filed the following proofs of claim against the CHC Debtors: (a) Proof of Claim No. 353 seeking a general unsecured claim in the amount of $65,776.05 against Heli-One Canada ULC; (b) Proof of Claim No. 353 seeking an administrative priority claim in the amount of $27,295.18 against Heli-One Canada ULC; (c) Proof of Claim No. 365 seeking a general unsecured claim in the amount of $4,537,633.72 against Heli-One (Norway) AS; and (d)

Proof of Claim No. 365 seeking an administrative priority claim in the amount of $1,573,873.10 against Heli-One (Norway) AS. These claims total $6,204,578.05 and include numerous invoices submitted as part of Airbus's proofs of claim relating to the replacement or maintenance of Super Puma parts. In addition, on May 13, 2016, the United States Trustee appointed Airbus c/o Kevin Cabeniss in Grand Prairie, TX, to the Official Committee of Unsecured Creditors. (ECF No. 115.) Counsel for Airbus also filed Notices of Appearance and motions to appear pro hac vice in the CHC Bankruptcy Cases on June 2, 2016 and June 15, 2016. (ECF Nos. 227, 228, 229, 334, 335, 339.) Further, when Plaintiff ECN Capital filed a motion in the CHC Bankruptcy Cases seeking discovery from the CHC Debtors under Rule 2004 of the Federal Rules of Bankruptcy Procedure, Airbus engaged in discovery motion practice objecting to the motion. (ECF No. 862.)

41. On May 5, 2016, the CHC Debtors filed a First Omnibus Motion with the Court seeking authority to reject certain of their outstanding leases, including leases of the four Super Puma AS332 L2s owned by ECN Capital. (ECF No. 20.) On May 27, 2016, the CHC Debtors filed a Second Omnibus Motion with the Court seeking authority to reject additional outstanding leases, including the lease of the Super Puma EC225 owned by ECN Capital. (ECF No. 210.) The CHC Debtors' requests to reject these five Super Puma leases with ECN Capital were granted by the Court on June 30, 2016. (ECF Nos. 427, 428.) By these and two other motions, the CHC Debtors sought to reject leases of at least forty-six Super Puma AS332 L2s or EC225s owned by nine entities other than ECN Capital. Seven of these entities are creditors in the CHC Bankruptcy Cases.

42. As a result of the CHC Debtors' rejection of their leases with ECN Capital, ECN Capital filed Proofs of Claim Nos. 543, 545, 549, 556, and 575 in the CHC Bankruptcy

Cases against certain of the CHC Debtors seeking over $94 million from each such CHC Debtor. Other entities subject to lease rejections by the CHC Debtors filed similar proofs of claim. To the extent that ECN Capital recovers damages against Airbus through this action, the amount of ECN Capital's claims against the CHC Debtors will be reduced by ECN Capital's recovery. Similarly, if other entities subject to lease rejections by the CHC Debtors obtain damages from Airbus on the basis of Airbus's liability in this action, their claims against the CHC Debtors will be reduced by their recovery. Accordingly, the outcome of Plaintiff's claims in this action will: (a) alter the rights, obligations, and choices of action of creditors against the CHC Debtors; (b) alter the rights, obligations, and choices of action by the CHC Debtors against Airbus; (c) impact the CHC Debtors' estates; and (d) have an effect on the administration of the CHC Debtors' estates.

43. On information and belief, in addition to the Super Pumas for which the CHC Debtors rejected leases in the CHC Bankruptcy Cases, the CHC Debtors own and/or have owned other Super Puma EC225s and/or Super Puma AS332 L2s as well. The CHC Debtors thus could stand to recover damages directly from Airbus for Airbus's negligence, defective design, defective manufacturing, failure to warn, violation of implied warranty of merchantability, negligent misrepresentation, and/or fraud, which recovery would accrue to the benefit of the CHC Debtors' estates.

G. Injury to ECN Capital

44. The grounding of the Super Pumas owned by Plaintiff by the civil aviation authorities, and the findings by the AIBN and FAA that the helicopters are not safe to fly in their current condition, has caused ECN Capital damage that is the direct and proximate result of Airbus's negligence, defective design, defective manufacturing, failure to warn, violation

of implied warranty of merchantability, negligent misrepresentation, and/or fraud. ECN Capital has suffered and/or will continue to suffer damages including but not limited to economic loss (including but not limited to the amount of the value of ECN Capital's five Super Puma helicopters), damage to property, lost profits (including but not limited to the amount ECN Capital could have earned through leasing the Super Puma helicopters, were it not for Defendant Airbus's negligence that resulted in a ban on flying the Super Pumas), and costs of recovery, maintenance, storage and replacement.

45. By this action against Defendant Airbus, Plaintiff ECN Capital seeks relief for its damages caused by Defendant Airbus's negligence, defective design, defective manufacturing, failure to warn, violation of implied warranty of merchantability, negligent misrepresentation, and/or fraud.

FIRST CLAIM FOR RELIEF
(Negligence)

46. Paragraphs 1 through 45 of the Complaint are hereby repeated and realleged as if fully set forth herein.

47. Defendant had a duty to exercise reasonable care in the designing, researching, manufacturing, marketing, supplying, promoting, sale, testing, quality assurance, quality control, and/or distribution of the Super Puma EC225s and Super Puma AS332 L2s into the stream of commerce, including a duty to assure that the Super Puma EC225s and Super Puma AS332 L2s would not cause harm to purchasers.

48. Defendant failed to exercise reasonable care in the designing, researching, manufacturing, marketing, supplying, promoting, sale, testing, quality assurance, quality control, and/or distribution of the Super Puma EC225s and Super Puma AS332 L2s into interstate commerce in that Defendant knew or should have known that purchasers and

operators were at risk for suffering harmful effects from it including but not limited to economic loss, damage to property, lost profits, and costs of recovery maintenance, storage and replacement.

49. The negligence of Defendant, its agents, servants, and/or employees, included but was not limited to the following acts and/or omissions:

a. Negligently designing and/or manufacturing the Super Puma EC225s and Super Puma AS332 L2s in a manner that was dangerous to purchasers and operators;

b. Designing, manufacturing, marketing, selling, and/or distributing the Super Puma EC225s and Super Puma AS332 L2s without adequately, sufficiently, or thoroughly testing them to determine whether or not the Super Puma EC225s and Super Puma AS332 L2s were safe for use;

c. Negligently failing to adequately and correctly warn Plaintiff of the dangers of the Super Puma EC225s and Super Puma AS332 L2s;

d. Negligently failing to recall the dangerous and defective Super Puma EC225s and Super Puma AS332 L2s at the earliest date that it became known that the Super Puma EC225s and Super Puma AS332 L2s were, in fact, dangerous and defective;

e. Negligently advertising and recommending the use of the Super Puma EC225s and Super Puma AS332 L2s despite the fact that Defendant knew or should have known of their dangerous propensities;

f. Negligently representing that the Super Puma EC225s and Super Puma AS332 L2s were safe for use for their intended purpose, when, in fact, they were unsafe; and

g. Otherwise acting carelessly and/or negligently.

50. Defendant knew or should have known that the Super Puma EC225s and Super Puma AS332 L2s were unsafe and unfit for use by reason of the dangers to their purchasers and operators.

51. Defendant under-reported, underestimated and downplayed the serious danger of the Super Puma EC225s and Super Puma AS332 L2s.

52. Defendant was negligent in the designing, researching, supplying, manufacturing, promoting, packaging, distributing, testing, advertising, warning, marketing and sale of the Super Puma EC225s and Super Puma AS332 L2s in that Defendant:

a. Failed to use due care in designing and manufacturing the Super Puma EC225s and Super Puma AS332 L2s so as to avoid dangers to purchasers and operators;

b. Failed to accompany the Super Puma EC225s and Super Puma AS332 L2s with proper warnings;

c. Failed to accompany the Super Puma EC225s and Super Puma AS332 L2s with proper instructions for use, maintenance and/or monitoring;

d. Failed to conduct adequate testing to determine the safety of the Super Puma EC225s and Super Puma AS332 L2s; and

e. Otherwise acted carelessly and/or negligently.

53. Despite the fact that Defendant knew or should have known that the Super Puma EC225s and Super Puma AS332 L2s caused harm to purchasers and operators, Defendant continued to market, manufacture, distribute and/or sell the Super Puma EC225s and Super Puma AS332 L2s.

54. Defendant knew or should have known that consumers such as Plaintiff would suffer foreseeable injury, and/or be at increased risk of suffering injury as a result of Defendant's failure to exercise ordinary care.

55. Defendant's negligence was the proximate cause of Plaintiff's economic loss which Plaintiff has suffered and/or will continue to suffer.

56. Plaintiff has suffered, is likely to suffer, and will continue to suffer actual damages and diverted sales in an amount to be proven at trial and irreparable injuries as a proximate result of Defendant's wrongful acts.

57. In performing the foregoing acts and omissions, Defendant acted fraudulently and with malice so as to justify an award of punitive and exemplary damages.

SECOND CLAIM FOR RELIEF
(Strict Products Liability – Manufacturing Defect)

58. Paragraphs 1 through 57 of the Complaint are hereby repeated and realleged as if fully set forth herein.

59. Defendant designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and/or distributed the Super Puma EC225 and Super Puma AS332 L2s that Plaintiff purchased.

60. The Super Puma EC225 and Super Puma AS332 L2s that Plaintiff purchased were defective in their manufacture when they left the hands of Defendant, posing a serious

risk that they could fail and therefore give rise to damages including but not limited to economic loss, damage to property, lost profits, and costs of recovery maintenance, storage and replacement.

61. As a direct and proximate result of Defendant's placement of the defective Super Puma EC225s and Super Puma AS332 L2s into the stream of commerce, Plaintiff experienced and/or will experience severe harmful effects including but not limited to economic loss, damage to property, lost profits, and costs of recovery maintenance, storage and replacement.

62. Plaintiff is likely to suffer, has suffered, and/or will continue to suffer damages and irreparable injuries as a result of Defendant's wrongful acts.

63. In performing the foregoing acts and omissions, Defendant acted fraudulently and with malice so as to justify an award of punitive and exemplary damages.

THIRD CLAIM FOR RELIEF
(Strict Products Liability – Design Defect)

64. Paragraphs 1 through 63 of the Complaint are hereby repeated and realleged as if fully set forth herein.

65. Defendant designed, researched, manufactured, tested, advertised, promoted, marketed, sold, and/or distributed the Super Puma EC225 and Super Puma AS332 L2s that Plaintiff purchased.

66. The Super Puma EC225s and Super Puma AS332 L2s designed, researched, manufactured, tested, advertised, promoted, marketed, sold and/or distributed by Defendant were in an unsafe, defective, and inherently dangerous condition that was dangerous to purchasers such as Plaintiff.

67. The Super Puma EC225s and Super Puma AS332 L2s designed, researched, manufactured, tested, advertised, promoted, marketed, sold and/or distributed by Defendant were in an unsafe, defective, and inherently dangerous condition at the time they left Defendant's possession.

68. The Super Puma EC225s and Super Puma AS332 L2s were expected to and did reach the usual purchasers and operators without substantial change in the condition in which the Super Puma EC225s and Super Puma AS332 L2s were designed, produced, manufactured, sold, distributed, and marketed by Defendant.

69. The unsafe, defective, and inherently dangerous condition of the Super Puma EC225 and Super Puma AS332 L2s was a cause of harm to Plaintiff.

70. The Super Puma EC225 and Super Puma AS332 L2s failed to perform as safely as an ordinary consumer would expect when used in an intended or reasonably foreseeable manner.

71. The Super Puma EC225 and Super Puma AS332 L2s posed a risk of danger inherent in the design which outweighed the benefits of that design.

72. Defendant knew, or should have known, that the Super Puma EC225 and Super Puma AS332 L2s were in a defective condition, and were inherently dangerous and unsafe.

73. Defendant voluntarily designed the Super Puma EC225s and Super Puma AS332 L2s in a dangerous condition for use by the public and by Plaintiff.

74. Defendant had a duty to create a product that was not unreasonably dangerous for its normal, intended use.

75. Defendant designed, researched, manufactured, tested, advertised, promoted, marketed, sold and distributed a defective product which, when used in its intended or reasonably foreseeable manner, created an unreasonable risk to consumers and to Plaintiff, and Defendant is therefore strictly liable for the damages suffered by Plaintiff.

76. As a direct and proximate result of Defendant's placement of the defective Super Puma EC225s and Super Puma AS332 L2s into the stream of commerce, Plaintiff experienced and/or will experience damages including but not limited to economic loss, damage to property, lost profits, and costs of recovery maintenance, storage and replacement.

77. Plaintiff is likely to suffer, has suffered, and/or will continue to suffer damages and irreparable injuries as a result of Defendant's wrongful acts.

78. In performing the foregoing acts and omissions, Defendant acted fraudulently and with malice so as to justify an award of punitive and exemplary damages.

FOURTH CLAIM FOR RELIEF
(Strict Products Liability – Inadequate Warning)

79. Paragraphs 1 through 78 of the Complaint are hereby repeated and realleged as if fully set forth herein.

80. Defendant designed, manufactured, tested, marketed and distributed into the stream of commerce the Super Puma EC225s and Super Puma AS332 L2s.

81. The Super Puma EC225s and Super Puma AS332 L2s placed into the stream of commerce by Defendant were defective due to inadequate warning, because Defendant knew or should have known that the gearboxes, chip detectors, and/or HUMS systems of the Super Puma EC225s and Super Puma AS332 L2s could fail and therefore give rise to damages including but not limited to economic loss, damage to property, lost profits, and

costs of recovery maintenance, storage and replacement, but Defendant failed to give consumers adequate warning of such risks.

82. As a direct and proximate result of Defendant's placement of the defective Super Puma EC225s and Super Puma AS332 L2s into the stream of commerce, Plaintiff experienced damages including but not limited to economic loss, damage to property, lost profits, and costs of recovery maintenance, storage and replacement.

83. Plaintiff is likely to suffer, has suffered, and will continue to suffer damages and irreparable injuries as a result of Defendant's wrongful acts.

84. In performing the foregoing acts and omissions, Defendant acted fraudulently and with malice so as to justify an award of punitive and exemplary damages.

FIFTH CLAIM FOR RELIEF
(Breach of Implied Warranty of Merchantability)

85. Paragraphs 1 through 84 of the Complaint are hereby repeated and realleged as if fully set forth herein.

86. Defendant Airbus designed, manufactured, tested, marketed and distributed into the stream of commerce the Super Puma EC225s and Super Puma AS332 L2s.

87. At the time Defendant designed, manufactured, tested, marketed and distributed into the stream of commerce the Super Puma EC225s and Super Puma AS332 L2s, Defendant knew the use for which the Super Puma EC225s and Super Puma AS332 L2s were intended, and impliedly warranted the Super Puma EC225s and Super Puma AS332 L2s to be of merchantable quality and safe for such use.

88. Plaintiff reasonably relied upon the skill and judgment of Defendant as to whether the Super Puma EC225s and Super Puma AS332 L2s were of merchantable quality and safe for their intended use.

89. Contrary to Defendant's implied warranties, the Super Puma EC225s and Super Puma AS332 L2s were not of merchantable quality or safe for its intended use, because the Super Puma EC225s and Super Puma AS332 L2s were unreasonably dangerous as described above.

90. As a direct and proximate result of Defendant's breach of implied warranties regarding the safety and airworthiness of the Super Puma EC225s and Super Puma AS332 L2s, Plaintiff has suffered significant damages, including but not limited to economic loss, damage to property, lost profits, and costs of recovery maintenance, storage and replacement.

91. Plaintiff is likely to suffer, has suffered, and will continue to suffer damages and irreparable injuries as a result of Defendant's wrongful acts.

92. In taking the actions and omissions that caused these damages, Defendant acted fraudulently and with malice so as to justify an award of punitive and exemplary damages.

SIXTH CLAIM FOR RELIEF
(Negligent Misrepresentation)

93. Paragraphs 1 through 92 of the Complaint are hereby repeated and realleged as if fully set forth herein.

94. Defendant supplied false information to the public and to Plaintiff regarding the airworthiness and safety of the Super Puma EC225s and Super Puma AS332 L2s. Specifically, among other things, Airbus advertised the Super Puma EC225s and Super Puma AS332 L2s as "highly reliable" helicopters that set "new standards for safety".

95. Defendant provided this false information to induce the public and Plaintiff to purchase Super Puma EC225s and Super Puma AS332 L2s.

96. Defendant knew or should have known that the information it supplied regarding the purported airworthiness and safety of the Super Puma EC225s and Super Puma AS332 L2s to induce Plaintiff to purchase Super Puma EC225s and Super Puma AS332 L2s was false.

97. Defendant was negligent in obtaining or communicating false information regarding the purported airworthiness and safety of the Super Pumas.

98. Plaintiff relied on the false information supplied by Defendant to Plaintiff's detriment by purchasing and leasing a Super Puma EC225 and Super Puma AS332 L2s.

99. Plaintiff was justified in its reliance on the false information supplied by Defendant regarding the purported airworthiness and safety of the Super Pumas.

100. As a direct and proximate result of Defendant's negligent misrepresentations, Plaintiff has suffered significant damages, including but not limited to economic loss, damage to property, lost profits, and costs of recovery maintenance, storage and replacement.

101. Plaintiff is likely to suffer, has suffered, and will continue to suffer damages and irreparable injuries as a result of Defendant's wrongful acts.

SEVENTH CLAIM FOR RELIEF
(Fraud)

102. Paragraphs 1 through 101 of the Complaint are hereby repeated and realleged as if fully set forth herein.

103. Defendant made representations to Plaintiff that the Super Puma EC225s and Super Puma AS332 L2s were airworthy, safe helicopters. Specifically, among other things, Airbus advertised the Super Puma EC225s and Super Puma AS332 L2s as "highly reliable" helicopters that set "new standards for safety".

104. Before it marketed the Super Puma EC225 and Super Puma AS332 L2s that Plaintiff purchased, Defendant knew or should have known of the unreasonable dangers and serious risks that the Super Puma EC225 and Super Puma AS332 L2s posed to Plaintiff.

105. As specifically described in detail above, Defendant knew that the gearboxes, chip detectors, and/or HUMS systems of the Super Puma EC225s and Super Puma AS332 L2s could fail and therefore give rise to subject owners and operators to damages including but not limited to economic loss, damage to property, lost profits, and costs of recovery maintenance, storage and replacement.

106. Defendant's representations that the Super Puma EC225s and Super Puma AS332 L2s were airworthy and safe were false.

107. Plaintiff did not know of the falsity of Defendant's statements regarding the Super Puma EC225s and Super Puma AS332 L2s.

108. Plaintiff relied upon and accepted as truthful Defendant's representations regarding the Super Puma EC225s and Super Puma AS332 L2s.

109. Plaintiff had a right to reply on Defendant's representations. Had Plaintiff known that the Super Puma EC225s and Super Puma AS332 L2s were unsafe and not airworthy, Plaintiff would not have purchased the Super Puma EC225 or the Super Puma AS332 L2s.

110. As a direct and proximate result of Defendant's fraudulent representations, Plaintiff has suffered significant damages, including but not limited to economic loss, damage to property, lost profits, and costs of recovery maintenance, storage and replacement.

111. Plaintiff is likely to suffer, has suffered, and will continue to suffer damages and irreparable injuries as a result of Defendant's wrongful act

PRAYER FOR RELIEF

WHEREFORE, Plaintiff ECN Capital prays for judgment against Defendant Airbus as follows:

A. That judgment be entered in favor of Plaintiff ECN Capital and against Defendant Airbus, for damages in such amounts as may be proven at trial;

B. That Plaintiff ECN Capital be awarded compensation for damages Plaintiff ECN Capital has sustained in consequence of Defendant Airbus's wrongful conduct in such amounts as may be proven at trial;

C. That punitive and exemplary damages be entered against Defendant Airbus in such amounts as may be proven at trial;

D. That Plaintiff ECN Capital be granted compensation for its attorneys' fees and costs;

E. That Plaintiff ECN Capital be granted prejudgment and postjudgment interest; and

F. That Plaintiff ECN Capital have such other relief as this Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff ECN Capital hereby demands a trial by jury on all issues and claims so triable.

Dated: November 17, 2016
Dallas, Texas

KANE RUSSELL COLEMAN & LOGAN PC

By: */s/George H. Barber*
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Counsel for Plaintiff
ECN Capital (Aviation) Corp.

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	**ADVERSARY PROCEEDING NUMBER** (Court Use Only)

PLAINTIFFS	**DEFENDANTS**
ECN CAPITAL (AVIATION) CORP.	AIRBUS HELICOPTERS (SAS)
ATTORNEYS (Firm Name, Address, and Telephone No.) George H. Barber, Robert N. LeMay, Kane Russell Coleman & Logan PC, 3700 Thanksgiving Tower, 1601 Elm Street, Dallas, TX 75201, 214.777.4264	**ATTORNEYS** (If Known)
PARTY (Check One Box Only) □ Debtor □ U.S. Trustee/Bankruptcy Admin ☒ Creditor □ Other □ Trustee	**PARTY** (Check One Box Only) □ Debtor □ U.S. Trustee/Bankruptcy Admin ☒ Creditor □ Other □ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

This is an action seeking damages for negligence, strict products liability, manufacturing defect, design defect, breach of implied warranty of merchantability, negligent misrepresentation and fraud.

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
- ☐ 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☐ 13-Recovery of money/property - §548 fraudulent transfer
- ☒ 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ☐ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☐ 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

□ Check if this case involves a substantive issue of state law	□ Check if this is asserted to be a class action under FRCP 23
☒ Check if a jury trial is demanded in complaint	Demand $ Amount to be Determined

Other Relief Sought

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR CHC Group Ltd, et al	BANKRUPTCY CASE NO. 16-31854 (BJH)	
DISTRICT IN WHICH CASE IS PENDING Northern District of Texas	DIVISION OFFICE Dallas	NAME OF JUDGE Barbara J. Houser
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE November 17, 2016	PRINT NAME OF ATTORNEY (OR PLAINTIFF) George H. Barber, Attorney for Plaintiff	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.