

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Miami Division

CASE NO. \_\_\_\_\_

DARIA PASTOUHKOVA GOGOLEVA,  
individually and as the natural parent and  
legal guardian of the minor children  
ALEXANDRA PASTOUHKOVA VALDEZ,  
NATALIA MAGDALENA PASTOUHKOVA  
VALDEZ, and LANCE PASTOUHKOV  
VALDEZ, and as the Personal Representative  
of the ESTATE OF LANCE VALDEZ,

Plaintiffs,

vs.

JEFFREY SOFFER, DANIEL RIORDAN,  
PAULA RIORDAN, and ALEX KRYS,

Defendants.

COMPLAINT

COMES NOW the Plaintiff, Daria Pastouhkova Gogoleva (sometimes hereinafter referred to as "Daria" or "Ms. Pastouhkova"), individually, and as the parent and natural guardian of Lance Valdez's and Ms. Pastouhkova's three minor children, Ana Pastouhkova Valdez, Natalia Magdalena Pastouhkova Valdez and Lance Pastouhkov Valdez (sometimes collectively referred to as the "Minor Children"), and as the Personal Representative of the Estate of Lance Valdez (sometimes referred to herein as the "Valdez Estate"), and brings this action against Defendants Jeffrey Soffer ("Soffer"), Daniel Riordan and Paula Riordan (sometimes collectively referred to as the "Riordans"), and Alexander Krys ("Krys"), and allege as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff Ms. Pastouhkova, individually and as the parent and natural guardian of the Minor Children, and as the Personal Representative of the Valdez Estate, is over the age of majority, resides in Lyford Cay, Nassau, Bahamas, is a permanent resident of the Bahamas, is a citizen of Spain and Russia, and is otherwise *sui juris*.

2. Plaintiff Alexandra Pastouhkova Valdez is 9 years of age, is the minor child of Daria Pastouhkova and Lance Valdez and resides with her mother, Daria Pastouhkova, in the Bahamas.

3. Plaintiff Natalia Magdalena Pastouhkova Valdez is 7 years of age, is the minor child of Daria Pastouhkova and Lance Valdez and resides with her mother, Daria Pastouhkova, in the Bahamas.

4. Plaintiff Lance Pastouhkov Valdez is 2 years of age, is the minor child of Daria Pastouhkova and Lance Valdez and resides with his mother, Daria Pastouhkova, in the Bahamas.

5. Defendant Jeffrey Soffer is a well-known billionaire, and a principal and Chairman and Chief Executive Officer of Turnberry Associates ("Turnberry"), publicized as one of America's premier real estate development and property management companies. Soffer is a citizen of the State of Florida. Upon information and belief, he and his wife reside in Miami Beach, Florida. He is over the age of majority and is otherwise *sui juris*.

6. Upon information and belief, Defendant Daniel Riordan is a citizen of the State of Florida. He is President and Chief Operating Officer of the Residential Division of Turnberry, resides in Miami, Florida, is over the age of majority and is otherwise *sui juris*.

7. Upon information and belief, Defendant Paula Riordan is a citizen of the State of Florida. She is the wife of Defendant Daniel Riordan, resides with him in Miami, Florida, is

over the age of majority and is otherwise *sui juris*.

8. Upon information and belief, Defendant Alex Krys is a citizen of Argentina. He is the Chief Operating Officer of Turnberry, resides in Miami, Florida, is over the age of majority and is otherwise *sui juris*.

9. Venue is proper in this district under 28 U.S.C. §1391 in that a substantial part of the events giving rise to the claims herein occurred in the Southern District of Florida and all of the Defendants reside therein.

10. This Court has diversity jurisdiction over this action pursuant to 28 U.S.C. §1332(a)(2) as the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between foreign citizens and citizens of the State of Florida.

#### **BACKGROUND**

11. On Thanksgiving Day, November 22, 2012, an Aerospatiale Twin Star helicopter (sometimes hereinafter referred to as the "Helicopter") crashed at Baker's Bay Golf and Ocean Club on Great Guana Cay, in the Abacos Island, Bahamas ("Baker's Bay"), killing Lance Valdez (which crash and the attendant circumstances is and are sometimes hereinafter referred to as the "Helicopter Crash").

12. Lance Valdez was a highly successful international tax and business lawyer, with a Masters in Tax Law (LLM) from New York University, and the principal of an international tax management company.

13. Contrary to published newspaper reports, at the time of the Helicopter Crash, the Helicopter was being piloted by Jeffrey Soffer.

14. Upon information and belief, Soffer was not licensed to fly the Aerospatiale Twin Star Helicopter, and was not otherwise a sufficiently experienced helicopter pilot to fly the

Helicopter.

15. In the Helicopter at the time of the Helicopter Crash in addition to Soffer, were Lance Valdez, the Riordans, and David Pearce, a duly licensed helicopter pilot.

16. Daniel Riordan, as the President and Chief Operating Officer of Residential Development for Turnberry Associates, works for and is subject to the supervision and control of Soffer, directly and indirectly.

17. Paula Riordan is the wife of Daniel Riordan.

18. David Pearce was the only licensed and experienced pilot aboard the Helicopter at the time of the Helicopter Crash. However, he wasn't flying the helicopter at the time of the Helicopter Crash.

#### **SUMMARY AND OVERVIEW OF THIS ACTION**

19. This is an Action seeking rescission and damages for wrongful death, fraudulent inducement, mistake of fact, and conspiracy to falsely or recklessly induce Ms. Pastouhkova to sign a General Release (the "Release"), purporting to release and exonerate Soffer and the Riordans from any and all liability to Plaintiffs in connection with Soffer's culpability and liability related to the death of Lance Valdez in connection the Helicopter Crash, including by reason that he was recklessly flying and controlling the Helicopter at the time of the Helicopter Crash without an up-to-date and valid Helicopter Pilot's license.

20. More specifically, it is alleged that Soffer, together with the Riordans, Krys and one or more others, conspired and otherwise agreed to conceal from Ms. Pastouhkova the fact and circumstance that Soffer, and not David Pearce, was flying the Helicopter at the time of the Helicopter Crash.

21. The purpose of this concealment and deception was, in turn, to induce Ms.

Pastouhkova to accept \$2 million in insurance proceeds from insurance maintained on the Helicopter as her and the Minor Children's full damages and recompense for the death of Lance Valdez, and to withhold from any civil or other action against Soffer.

22. To accomplish this purpose, it was necessary for Soffer to conceal from Ms. Pastouhkova and her representatives the fact, known by them, that Soffer was flying the Helicopter at the time of Helicopter Crash.

23. This subterfuge and deception was necessary, in turn, because if it was discovered that Soffer was piloting the Helicopter without a license, he would or could be personally liable and responsible to the Plaintiffs for the death of Lance Valdez, in circumstances where any insurance coverage that might exist would not be applicable or available.

24. Accordingly, it is alleged that Soffer, in conjunction with the Riordans and Krys, concocted a scheme and artifice to offer to waive any insurance proceeds that Soffer and the Riordans might be entitled to receive in connection with the Helicopter Crash, and to funnel the entirety of the \$2 million in insurance proceeds from insurance maintained on the Helicopter to the Plaintiffs, in exchange for the Plaintiffs' agreement to issue the Release in favor of, among others, Soffer and the Riordans, so that Soffer might avoid his own liability in an exponentially greater amount as compared to the \$2 million.

25. The underlying deception and pervasive and intricate conspiracy and the component fraudulent inducement alleged herein, implicate an attempt by a putative real estate billionaire and jet-setter to take economic advantage of the surviving family of his deceased friend, including his and Ms. Pastouhkova's Minor Children, for the primary purpose of avoiding his own personal liability.

**THE HELICOPTER CRASH AND ITS AFTERMATH**

26. On November 22, 2012, Thanksgiving Day, David Pearce piloted and flew the Helicopter to the airport in Marsh Harbor, the Bahamas, to pick up Lance Valdez's longtime friend, Jeffrey Soffer and the Riordans.

27. Lance Valdez accompanied David Pearce on the flight to that airport.

28. The Aerospatiale Twin Star experienced no mechanical problems or other issues on the journey to the airport.

29. Upon picking up Soffer and the Riordans in Marsh Harbor, Nassau, Bahamas, David Pearce was advised by Lance Valdez that Jeffrey Soffer wanted to pilot and fly the Helicopter from Marsh Harbor to their destination at the Bakers Bay Golf and Ocean Club on Great Guana Cay in the Abacos Island, Bahamas (hereinafter sometimes referred to as "Bakers Bay").

30. Access to Bakers Bay can only be had by helicopter or by boat.

31. Upon information and belief, at the time of planned departure, Pearce believed that Soffer was a licensed and experienced pilot.

32. This belief was apparently derived from the fact that Soffer advised Lance Valdez that he was a licensed helicopter pilot. On at least one occasion prior to the Helicopter Crash, Soffer had flown with Lance Valdez and with Mr. Valdez' prior pilot, David Borrows, and during the flight Soffer repeatedly gave Borrows, a very experienced military and commercial helicopter pilot, instructions and suggestions on how to fly, where to fly, and otherwise demonstrated a general knowledge of the operation of the Helicopter. In addition, on this occasion, in the presence of Lance Valdez and Borrows, Soffer told both of them that he owned, piloted and flew a Eurocopter AS350 helicopter, which is substantially a one engine version of

the twin engine Aerospatiale Twin Star involved in the Crash.

33. In fact, public records reflect that Soffer holds a Federal Aviation Authority ("FAA") pilot certificate; and FAA records for Soffer indicate that he must wear corrective lenses, and that he is a licensed pilot for airplanes, single engine and multi-engine land and instruments; and he has type ratings in three corporate jet Models: Global Express BBD-700, Cessna Citation CE-500, and Challenger CL-604; but he did not have any then current helicopter certificate or rating listed at the time of the Helicopter Crash.

34. The Aerospatiale Twin Star has dual controls in the front seat, which allow either the pilot or co-pilot to fly the aircraft.

35. Upon information and belief, Soffer sat in the co-pilot seat and after the pilot, Pearce, started the engines took off and reached a "flight conditions" level, Soffer took over the controls of the Aerospatiale Twin Star, made radio contact, departed the airport, and piloted and flew the Helicopter continuously until the Helicopter Crash.

36. Soffer piloted the Aerospatiale Twin Star at all times from the airport in Marsh Harbor, Bahamas until the time of the Helicopter Crash at Baker's Bay, where, upon information and belief, Soffer owns property and a residence.

37. In fact, just before he approached the proposed landing site, Soffer navigated the Helicopter over the Baker's Bay golf course, and pointed out his house and his yacht.

38. In a clearing near Baker's Bay, Soffer attempted to land the Helicopter.

39. Upon information a belief, David Pearce had not previously flown into Bakers Bay, and was not familiar with and did not know about the particular clearing that Soffer chose to land the Aerospatiale Twin Star.

40. Further, upon information and belief, as an experienced helicopter pilot with more

than 8,400 hours of flying time, 5,400 hours of which were expended in flying helicopters, David Pearce would not have attempted to land at this site without first doing a "360 Degree Reconnaissance" of the landing site from a high vantage point, so as to be able to first assess all variables and landing conditions, including any wind sheer or other conditions.

41. In contrast, upon information and belief, Soffer was familiar with this landing site.

42. However, upon information and belief, due to his lack of experience in piloting the Aerospatiale Twin Star, although Soffer did make a preliminary approach from a high perspective, he approached the landing site too quickly, ultimately taking a low and direct path that would not be typical for an experienced helicopter pilot.

43. Upon information and belief, the approach path taken by Soffer to land the Helicopter at the Bakers Bay Helipad took the Helicopter directly over the Bakers Bay Challenge Course, which was an unusual approach for helicopters seeking to land at that helipad location.

44. Upon information and belief, as the Helicopter approached the Bakers Bay landing site, and as it was nearing the ground for a landing and was less than ten (10) feet off the ground, the Helicopter was subjected to wind turbulence. Due to his inexperience in piloting the Aerospatiale Twin Star, Soffer pulled back too sharply on the controls, causing the Helicopter to spin out of control and to rear backwards some 75 feet, causing it to crash violently into the ground at approximately 1:00 pm on November 22, 2012, breaking the tail and tail rotor assembly, killing Lance Valdez and injuring each of Soffer, the Riordans and David Pearce.

45. At the time of the Helicopter Crash, Lance Valdez was seated in the left rear seat of the Helicopter, Paula Riordan was seated in the middle back seat and Daniel Riordan was seated in the right rear seat.



46. Upon information and belief, the first person to arrive at the site of the Helicopter Crash was Mark Gerard Hussey, Senior Food and Beverage Director at Bakers Bay. Upon seeing that the Helicopter had crashed and was lying upside down and in pieces, he immediately called on his radio for Nathan Tai Andrews, Director of Security at Bakers Bay, and Bonnie Wright, a nurse at Bakers Bay.

47. Upon information and belief, after arriving at the Helicopter Crash site, Nathan Andrews attended to Lance Valdez, who appeared lifeless, and administered CPR in an effort to revive him.

48. While Lance Valdez' broken and seemingly lifeless body was still lying on the ground near the Helicopter Crash site, upon information and belief, Soffer arranged to have himself and the Riordans transported by boat to the Marsh Harbor Airport in order to escape, flee and/or remove himself and the Riordans from the Bahamas before any investigation of the crash could be conducted, including so that he could, at least temporarily prevent anyone from investigating and learning that he was flying the Helicopter at the time of the Helicopter Crash.

49. Upon information and belief, the Riordans cooperated in this evacuation, also for the purposes of thwarting any investigation into whether Soffer was flying.

50. Upon information and belief, at or before his arrival at Marsh Harbor as shuttled by Nathan Andrews, Soffer contacted his friend Roger Penske, owner of the Penske Racing Team and the Penske Corp, who was in the Bahamas at the time. Penske facilitated the flight of Soffer and the Riordans to Miami on his private jet, where they were treated at the Miami Ryder Trauma Center.

51. David Pearce, the only licensed pilot on board the Helicopter, suffered head injuries, including temporary blindness or very substantial impairment of his vision.

52. Immediately after the crash, David Pearce crawled a short distance from the wreckage and was then dragged from the Helicopter Crash site to a nearby building by Good Samaritans. Pearce told those assisting him that there were others in the Helicopter and he continually asked about them and was told that everyone was ok.

53. Pearce was taken from the scene of the accident to Doctors Hospital, Nassau, Bahamas, where he was admitted and treated for multiple areas of trauma, including facial trauma and transient loss of consciousness.

54. Significantly, at a time when he was suffering from multiple trauma and his vision was substantially, if not wholly, impaired, Pearce's Hospital Admission Report, created within only a few hours of the Helicopter Crash, reflects that Pearce told the hospital evaluator that he was the "co-pilot" of the Helicopter at the time of the Crash, but not the Pilot.

55. The day following the Helicopter Crash, on November 23, 2012, Daria, Frank Valdez ("Frank"), Lance Valdez's brother, Omar Valdez ("Omar"), Lance's other and younger brother, and Jamie Dingman, a close family friend, traveled to Doctors Hospital to visit with Pearce and to view Lance's body--then located in the public morgue, located next door to the hospital. While there, Daria, Frank, Omar and Jamie Dingman also visited with David Pearce.

56. When they arrived at his hospital room, Pearce appeared to be in poor shape physically. Pearce told all of them that he wasn't flying the Helicopter at the time of the Crash, but rather, stated that Soffer had piloted the Helicopter and Soffer was still piloting the Helicopter at the time of the Helicopter Crash.

#### **SOFFER'S FIRST CALL TO DARIA AFTER THE HELICOPTER CRASH**

57. Soffer's first conversation with Daria following the Helicopter Crash was by telephone on the first Monday after the Helicopter Crash, i.e., on or about November 26, 2012.

58. In that conversation, Soffer told Daria that when he arrived to meet Lance and David Pearce on the day of the crash that the pilot had crazy hair and looked very strange, so he told Lance that he would much prefer if he flew the Helicopter, rather than David Pearce. He told Daria that prior to landing, the pilot lost control, and that everything happened so fast, repeatedly bemoaning that he couldn't believe that Lance was dead.

59. Soffer then told Daria that he was still pretty banged-up from all of his injuries and was not able to fly at that time to the Bahamas, but he said he wanted to see her. In words or substance, Soffer told Daria that you never expect that life can be so fleeting, and that the Helicopter Crash really shook him up.

60. Purportedly, due to his resulting physical condition, Soffer did not attend the funeral for Lance Valdez, which was held in the Bahamas on Saturday, December 1, 2012.

61. Since he could not attend Lance's funeral, he flew Alex Kryz and a coterie of others who were friends of Lance Valdez on his jet to attend the funeral service on December 1, 2012 in the Bahamas.

62. On or about November 24, 25 or 26, 2012, which was then only days after the Helicopter Crash, Kryz, the President and Chief Operating Officer of Turnberry and a key aide to Soffer, came to the Valdez home at Lyford Cay, Nassau, Bahamas, to speak to Frank Valdez and Daria.

63. Upon information and belief, although Kryz said he was there just to see how Daria was making out after the crash, he did not have the kind of personal relationship with her that would warrant that excursion if it were only for that avowed purpose, and if he was not there as Soffer's emissary for some ancillary and hidden purpose and agenda.

64. In fact, prior to and during this visit to the Bahamas, Kryz had and did again urge

and implore Frank to induce Daria and the Valdez Estate to retain legal counsel to file insurance claims against the owner of the Helicopter and its insurance carrier and any other insurance that Soffer might have that would cover the family's loss, which Soffer was pledging to Daria and the Minor Children.

65. Upon information and belief, at the time that Krys urged and importuned Daria and Frank to retain counsel to pursue insurance claims under the insurance maintained on the Helicopter, rather than a lawsuit against Soffer, Krys knew and was advised by Soffer that Soffer was piloting the Helicopter at the time of the Helicopter Crash; and he made such recommendations of legal retention for the purpose of promoting and advancing the intent and conspiracy by and among Soffer, the Riordans and Krys to induce Daria to pursue insurance rather than Soffer, based on the mistake and misperception that Soffer was not flying the Helicopter at the time of the Helicopter Crash.

66. Krys furthered his involvement in the conspiracy when, on or about November 30, 2012, after learning that David Pearce would not sign a Sworn Statement indicating that he was flying the Helicopter at the time of the crash, he spoke with Frank Valdez and emphasized that it was critically important to get Pearce to sign the putative "Sworn Statement."

67. By way of further inducement to be related and forwarded to David Pearce, Krys told Frank that if Pearce signed the Sworn Statement, Soffer would take care of Pearce, including by getting him a job working as a mechanic if he could no longer fly. More specifically, purporting to speak on behalf of Soffer, Krys told Frank that the Soffer organization would be willing to pay Pearce the sum of between \$8,000.00 to \$10,000.00 per month in salary, going forward, indefinitely, for work he would do for the Soffer's aviation company, or in their hanger, in the event that he might no longer be able to fly helicopters as a result of the Helicopter Crash

and his signature on the putative Sworn Statement; and Krys told Frank to relate that offer to Pearce to induce his signature.

68. In substance, Krys told Frank that he and Soffer would do whatever they needed to do, but all was dependent upon Pearce cooperating and signing the Sworn Statement. Krys pounded home to Frank the point that Daria and the Minor Children would get nothing if Pearce didn't sign the Sworn Statement.

69. The next day, following Krys' admonitions, Frank had a car pick-up David Pearce and drive him to the Valdez residence where he met with Pearce.

70. Pearce was still suffering from substantial impairment of his vision and other trauma and injuries resulting from the Helicopter Crash. Frank told Pearce to sign the Sworn Statement, including based on all of the inducements proffered by Krys.

71. Frank told Pearce that it was absolutely necessary, as it would ensure that Daria and the Minor Children would be taken care of by the receipt of insurance proceeds that would otherwise not be possible or available. Frank conveyed to Pearce the messages given to him by Krys, to the affect that if Pearce signed the Sworn Statement, Soffer would take care of him.

72. Persisting in relating Krys' admonitions and observations to Pearce, including that it was necessary to care for Daria and the Minor Children, Frank was able to prevail on David Pearce, who, reluctantly agreed to sign the Sworn Statement, which Frank understood had been revised.

73. Upon information and belief, neither Frank nor Pearce read the Sworn Statement.

#### **THE RELEASE**

74. The attorneys retained to represent Daria, the Minor Children, Soffer and the Riordans obtained \$2 million from the carrier that insured the owner of the Helicopter.

75. However, in order to receive the insurance proceeds, Daria was required to execute a general release (the "Release), releasing, amongst others, the insurance carrier and the other passengers on the Helicopter – Soffer and the Riordans.

76. This was, of course, the purpose of the conspiracy between Soffer, the Riordans and Krys – to have Daria, for herself and behalf of the Minor Children, pursue an insurance recovery rather than seek recompense from Soffer and have her execute a release in favor of Soffer, despite the fact that they knew that Soffer was flying the Helicopter at the time of the Helicopter Crash, and through and by virtue of his own negligence, was responsible for Lance's death.

77. Daria was aware of, among other things, that despite Pearce's execution of the Sworn Statement, he had stated emphatically and passionately that he was not piloting or flying the Helicopter at the time of the Helicopter Crash. Accordingly, she questioned the wisdom of executing a Release in favor of Soffer and the Riordans.

78. Uncertain about what she should do, Daria again spoke with Jeffery Soffer, thinking he was Lance's dear friend. Since the crash, she had spoken with him several times.

79. Initially, he told her that he wasn't flying the Helicopter. However, when pressed, Soffer recanted, and told Daria that he flew the Helicopter but only during take-off from the airport and for a short time thereafter in-route to Bakers Bay. However, Soffer assured her that he turned the controls back to Pearce, who was flying at the time of the Helicopter Crash.

80. Thereafter, when Daria continued to withhold from signing the Release upon information and belief, Soffer had mutual friends of his and Daria and Lance, and one or more business associates of both Soffer and Lance Valdez, call Daria repeatedly to further pressure her to sign the Release without any further delay.

81. In this respect, one or more of such persons repeated the seemingly orchestrated admonition that Daria was being insufficiently appreciative of the friendship of each of Soffer and the Riordans, and one or more of such persons warned her that Soffer and/or the Riordans could soon become insulted and withdraw their offer to funnel all insurance proceeds to Daria and her Minor Children, with the result that she would end-up with nothing.

82. In fact, in one such instance of imposing further pressure on Daria, Krys called Jason Sweeney in which Daria was also on the phone, and said: "You are an idiot if you do not sign the Release!" He told her that even Paula Riordan was appalled by her lack of appreciation and by her delay in signing.

83. Furthermore, upon information and belief, Krys, who was acting as Soffer's agent in the foregoing conspiracy, was constantly pressuring Frank Valdez to, in turn, use his influence with Daria, to cause her to sign the Release without any further delay.

84. Separately, upon information and belief, Soffer induced his then girlfriend and now wife, Elle Macpherson (also a friend of Daria's) to call Charles Holzer, another close family friend of both Lance and Daria, and told him that Soffer was annoyed about Daria's delay in signing the Release, telling Holzer that "Soffer doesn't have to do this you know."

85. Ultimately, in reliance upon the representations of Soffer, and the coercive pressure of Krys, on March 13, 2013, a few short months after the loss of her husband, and still very much coping with the grief of the loss of the love of her life, Daria signed and delivered the Release, a true and correct copy of which is attached hereto as Exhibit "A."

86. Notably, after Daria signed the Release, Soffer stopped calling as he had before to find out how she and the kids were doing.

87. All conditions precedent to bringing this action have been performed or waived.

**COUNT I – WRONGFUL DEATH – AGAINST SOFFER**

88. Plaintiffs readopt and reallege paragraphs 1-5 and 9-87 in support of this count.

89. On November 22, 2012, Jeffery Soffer was piloting and in command of the flight of the Helicopter that crashed, killing Lance Valdez.

90. Soffer was not licensed to fly the Aerospatiale Twin Star and he did not have the experience necessary to fly such a sophisticated helicopter.

91. His inexperience and inability to fly the Aerospatiale Twin Star caused the crash that killed Lance Valdez.

92. As an unlicensed pilot, Soffer had a duty to advise everyone on that Helicopter that he was not a licensed and/or experienced helicopter pilot; and further to refrain from flying and/or piloting the Helicopter.

93. As a direct and proximate result of Soffer's wrongful acts and negligence and/or gross negligence or recklessness, the Plaintiffs' suffered damages.

94. The Valdez Estate suffered the loss of prospective net accumulations, which might have reasonably been expected but for the wrongful death of Lance Valdez.

95. Daria Pastouhkova and her Minor Children suffered the future loss of support and services as a result of Lance Valdez's death.

96. Daria also suffered damages from the loss of Lance's companionship and protection, and for mental pain and suffering, and each of the Minor Children suffered lost parental companionship, instruction and guidance as well as mental pain and suffering resulting from the loss of their dad.

97. Daria further suffered medical expenses and funeral expenses in connection with the loss of Lance.



WHEREFORE, Plaintiffs request that this Court enter judgment against Defendant Jeffrey Soffer for damages, interest, costs, and such other and further relief as may be just, necessary and appropriate, in the sum of not less than \$100 million.

**COUNT II – FRAUDULENT INDUCEMENT – AGAINST ALL DEFENDANTS**

98. Plaintiffs readopt and reallege paragraphs 1-87 in support of this count.

99. Soffer was flying the Helicopter at the time of the Helicopter Crash, and he was responsible for the crash that killed Lance Valdez.

100. Despite being responsible for the loss of his friend, Soffer repeatedly lied to and intentionally deceived Daria about his involvement in the crash in an effort to persuade her to pursue an insurance recovery rather than a claim against him, and ultimately to sign the Release attached hereto as Exhibit “A,” which purports to release him from all liability for his actions.

101. Soffer told Daria that he was her friend and that his greatest concern was her well-being and that of the Minor Children. However, nothing could have been farther from the truth. Instead, he was primarily concerned with avoiding both his financial responsibility for his negligence and/or gross negligence, and the prospect of widespread adverse notoriety and ridicule that would most certainly result if the facts of his negligence and deceit, especially in taking advantage of the widow of his putative close friend, including the accompanying adverse publicity for Turnberry Associates and other Soffer family-owned businesses—some of which have been reported in the press and on the internet to be suffering from debt problems and other adverse economic circumstances.

102. Soffer wanted a signed release from the Plaintiffs, and to achieve that release from liability he was willing to deceive the surviving family members of his close friend, Lance Valdez, and to enlist Kryz and the Riordans in that effort.

103. Thus, Soffer acted purposefully pursuant to a stratagem of artifice and deception, seeking to induce the Plaintiffs to release him from liability in connection with the Helicopter Crash.

104. Soffer, the Riordans and Krys, including by their failures of full and fair disclosure, and by their intentionally deceptive and/or coercive conduct, persuaded or induced Daria to sign the Release based on information that was knowingly false, or as to which there was substantial doubt.

105. Including, among other things, each of Soffer and the Riordans made exigent arrangements to flee and get away from the Helicopter Crash site, and thereafter to travel in haste to Marsh Harbor, Bahamas, and thereafter arranged to impose on Roger Penske to remove them from the Bahamas, and fly them immediately to Miami to avoid being questioned about and giving any statements concerning the Helicopter Crash and who was flying the Helicopter at the time of such Crash.

106. Upon information and belief, the foregoing conduct in fleeing the Helicopter Crash site, and in removing from the Bahamas to Miami, Florida, was to avoid having to answer any questions from the Royal Bahamas Police, and to avoid any inquiry concerning the Helicopter Crash, including questions, which, if answered truthfully would reveal that Soffer was flying the Helicopter at the time that it crashed.

107. Furthermore, upon information and belief, each of Soffer and the Riordans, including actions undertaken at the behest of Soffer, intentionally remained outside the purview of any continuing investigation, and/or by otherwise secreting themselves from any inquiry by the Royal Bahamas Police, the Bahamas Department of Civil Aviation, the Bahamas Air Accident Investigation Prevention Unit, and the United States National Transportation Safety

Board.

108. The Riordans clearly knew who was flying the Helicopter at the time of the crash, as they were passengers on the Helicopter, yet they never advised Daria.

109. Instead, they allowed Daria to be misled, remained silent and ultimately signed the Release, which purports to release Soffer and them from any liability in connection with the Helicopter Crash.

110. In reliance upon, and as a result of these lies, mischaracterizations, misinformation and omissions, Daria signed the Release, releasing Soffer from liability in connection with the Helicopter Crash.

111. As a direct and proximate result, the Plaintiffs have suffered damages, including the prospect of being sued by the Helicopter insurance carrier and having to return the \$2 million recovery paid to her.

WHEREFORE, Plaintiffs request that this Court enter judgment against all Defendants for damages, interest, costs, and such other and further relief as may be just, necessary and appropriate.

**COUNT III – CONSPIRACY – AGAINST ALL DEFENDANTS**

112. Plaintiffs readopt and reallege paragraphs 1-87 in support of this count.

113. Soffer was flying the Helicopter at the time of the Helicopter Crash. He was responsible by way of his negligence, gross negligence and/or recklessness for the crash that killed Lance Valdez.

114. Soffer, the Riordans and Krys, including by their failures of full and fair disclosure, and by their intentionally deceptive and/or coercive conduct, persuaded or induced

Daria to sign the Release based on information that was knowingly false, or as to which there was substantial doubt.

115. Including, among other things, each of Soffer and the Riordans made exigent arrangements to flee and get away from the Helicopter Crash site, and thereafter to travel in haste to Marsh Harbor, Bahamas, and thereafter arranged to impose on Roger Penske to remove them from the Bahamas, and fly them immediately to Miami to avoid being questioned about and giving any statements concerning the Helicopter Crash and who was flying the Helicopter at the time of such Crash.

116. Upon information and belief, the foregoing conduct in fleeing the Helicopter Crash site, and in removing from the Bahamas to Miami, Florida, was to avoid having to answer any questions from the Royal Bahamas Police, and to avoid any inquiry concerning the Helicopter Crash, including questions, which, if answered truthfully would reveal that Soffer was flying the Helicopter at the time that it crashed.

117. Furthermore, upon information and belief, each of Soffer and the Riordans, including actions undertaken at the behest of Soffer, acted in furtherance of the foregoing conspiracy by intentionally remaining outside the purview of any continuing investigation, and/or by otherwise secreting themselves from any inquiry by the Royal Bahamas Police, the Bahamas Department of Civil Aviation, the Bahamas Air Accident Investigation Prevention Unit, and the United States National Transportation Safety Board.

118. Soffer told Daria he wasn't flying the helicopter at the time of the crash.

119. The Defendants knew that the impression created that Pearce was flying the Helicopter at the time of the Crash was untrue.

120. They knew that Daria was beset with grief and was grieving at the time that they inappropriately pressured her to sign a Release that they knew was based upon false information provided to Daria and the insurance carrier. They took undue and improper advantage of her and the situation and circumstances surrounding the Helicopter Crash.

121. In reliance upon and as a result of these lies and misinformation, Daria signed the Release, purporting to release Soffer and the Riordans from all liability.

122. As a direct and proximate result, the Plaintiffs have suffered damages, including the prospect of being sued by the helicopter insurance carrier and having to return the \$2 million.

WHEREFORE, Plaintiffs request that this Court enter judgment against all Defendants for damages, interest, costs, and such other and further relief as may be just, necessary and appropriate.

**COUNT IV – RESCISSION – AGAINST SOFFER AND THE RIORDANS**

123. Plaintiffs readopt and reallege paragraphs 1-7, 9-87 and 99-111 in support of this count.

124. Soffer was flying the Helicopter at the time of the Helicopter Crash, and he was responsible for the crash that killed Lance Valdez.

125. Soffer acted purposefully pursuant to a stratagem of artifice and deception, seeking to induce the Plaintiffs to release him from liability in connection with the Helicopter Crash.

126. The Release was obtained by fraud and/or unilateral mistake.

127. Soffer and the Riordans, including by their failures of full and fair disclosure, and by their intentionally deceptive and/or coercive conduct, persuaded Daria to sign the Release based on information that was knowingly false.

128. Daria relied upon the representations and omissions of Soffer and the Riordans regarding who was flying at the time of the Crash, and executed the Release.

129. Daria mistakenly believed that David Pearce was flying the Helicopter at the time of the Crash, not Soffer.

130. The mistake was induced by Soffer and the Riordans, acting together and in concert with Krys.

131. There is no negligence or want of due care on the part of the Plaintiffs in seeking a return to the *status quo*. Daria looked to Soffer and Riordans for the truth in this terrible time in her life, and they purposefully misled her.

132. Denial of rescission of the Release would be inequitable and unjust under these circumstances.

133. The position of Soffer and the Riordans has not so changed that granting relief would be unjust. By misleading Daria, they gave up nothing, but instead gained a release of liability that is patently unjust and unwarranted.

134. The Plaintiffs have no adequate remedy at law, and demand rescission of the Release in favor of Soffer and the Riordans, which was fraudulently and/or otherwise improperly obtained.

135. The Plaintiffs stand ready, willing and able to return the \$2 million to the carrier, as and when the Release is rescinded by a judgment of this Court.

WHEREFORE, Plaintiffs request that this Court enter judgment against Soffer and the Riordans for rescission of the Release as against them, interest, costs, and such other and further relief as may be just, necessary and appropriate.

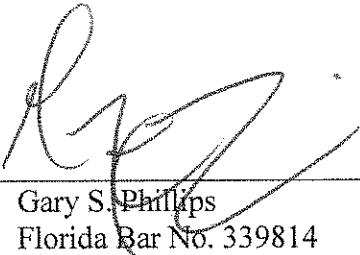
**JURY DEMAND**

Plaintiffs demand trial by jury on all matters so triable by right.

Dated: December 9, 2013

PHILLIPS, CANTOR, SHALEK & RUBIN, P.A.  
Counsel for Plaintiffs  
4000 Hollywood Boulevard, Suite 500N  
Hollywood, Florida 333021  
Service: [epfister@phillipslawyers.com](mailto:epfister@phillipslawyers.com)  
Telephone: (954) 966-1820  
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By: \_\_\_\_\_

  
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Edward J. Pfister  
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-and-

JEFFREY L. ROSENBERG, ESQ.  
JEFFREY L. ROSENBERG & ASSOCIATES, L.L.C.  
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46 Morgan Drive  
Old Westbury, New York 10168  
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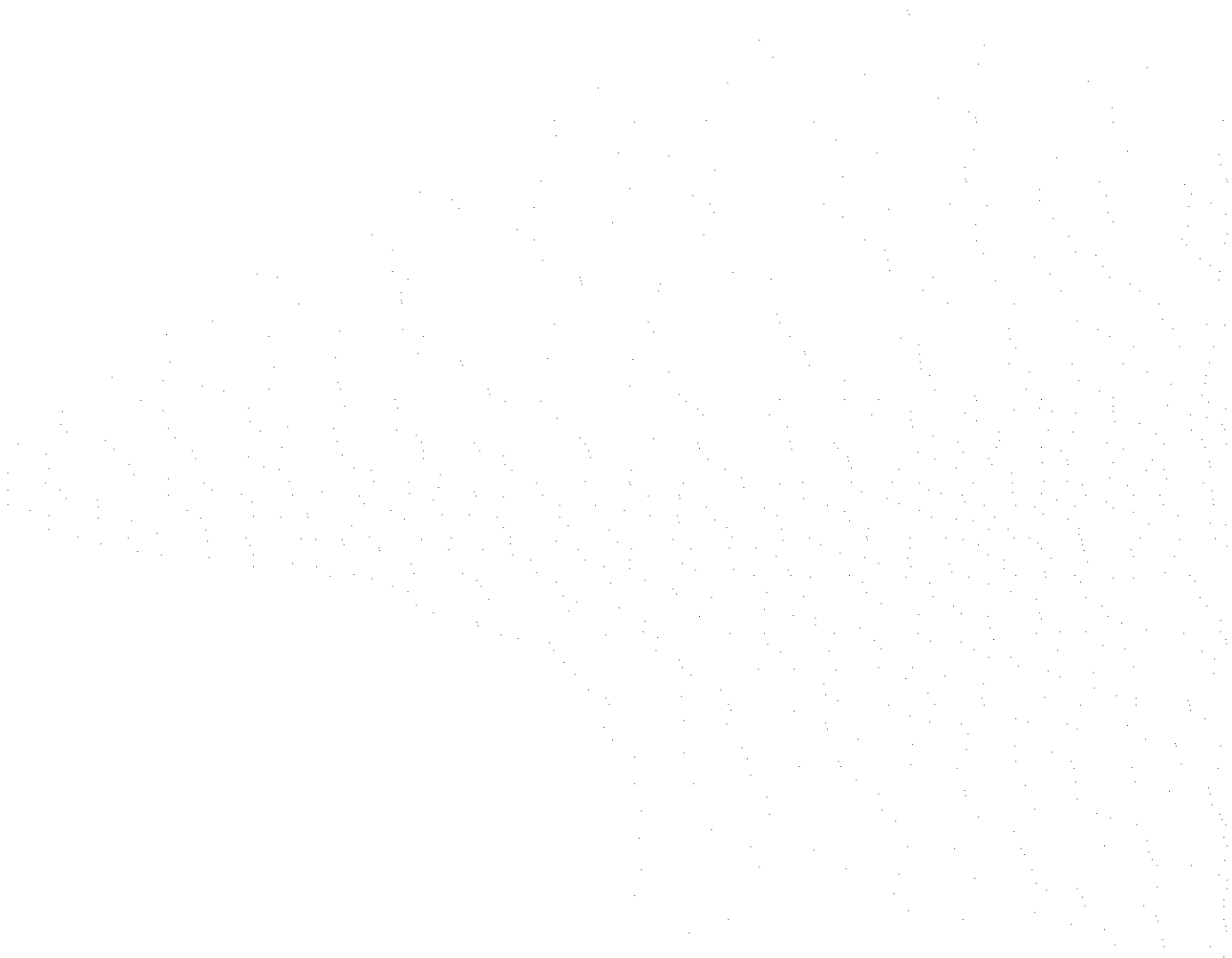


EXHIBIT A



**FULL AND FINAL GENERAL MUTUAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release is made and entered into by and among:

"Releasors": DARIA PASTOUKHOVA GOGOLEVA, Individually and as Personal Representative of the Estate of Lance Valdez, deceased, and as the natural parent and Legal Guardian of their three minor children Alexandra Ana Pastoukhova Valdez, Natalia Magdalena Pastoukhova Valdez, and Lance Pastoukhov~~X~~ Valdez; JEFFREY SOFFER; DANIEL M. RIORDAN; PAULA M. RIORDAN

"Releasees": BEECHMAN, LTD; SOUTHWEST TRANSPORT SERVICES, LTD; PIONEER CARIBBEAN LOGISTICS, LTD; PLEASANT HILL ENTERTAINMENT, LTD; DAVID PEARCE; JASON SWEENEY; LANCE VALDEZ; FRANK VALDEZ; SWISS RE, SWISS RE CORPORATE SOLUTIONS, and NORTH AMERICAN ELITE INSURANCE COMPANY as a member of Swiss Re Corporate Solutions<sup>1</sup>.

**1.0 Release and Discharge**

1.1 FOR THE SOLE CONSIDERATION of the cash described in Paragraph 3.0, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, DARIA PASTOUKHOVA GOGOLEVA, Individually and as Personal Representative of the Estate of Lance Valdez, deceased, and as the natural parent and Legal Guardian of their three minor children Alexandra Ana Pastoukhova Valdez, Natalia Magdalena Pastoukhova Valdez, and Lance Pastoukhov~~X~~ Valdez; JEFFREY SOFFER; DANIEL M. RIORDAN; PAULA M. RIORDAN ("RELEASORS"), hereby release and forever discharge each another and BEECHMAN, LTD; SOUTHWEST TRANSPORT SERVICES, LTD; PIONEER CARIBBEAN LOGISTICS, LTD; PLEASANT HILL ENTERTAINMENT, LTD; DAVID PEARCE; JASON SWEENEY; LANCE VALDEZ; FRANK VALDEZ; SWISS RE, SWISS RE

<sup>1</sup>Swiss Re and its affiliate companies are being released solely in their capacity as the liability insurer for the individually named Releasees. This release is not intended to and does not release any claims not specifically referenced herein. This release is not intended to and does not release any claims which may be brought against any

CORPORATE SOLUTIONS, and NORTH AMERICAN ELITE INSURANCE COMPANY as a member of Swiss Re Corporate Solutions, and their respective parent companies, subsidiaries, divisions, affiliates, successors and predecessors in interest, as well as its respective officers, directors, agents, employees, affiliates, affiliates employees, and each of its respective insurers and their respective officers, directors, agents, employees, affiliates and affiliates employees donors and contributors, together with its respective successors, heirs and executors ("RELEASEES") of and from any and all liability, claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever brought for loss both to person and property, known and unknown, whether such damage or loss be direct, incidental and/or consequential or of any nature whatsoever, and which has resulted, or in the future may develop, from that certain incident relating to the Great Guana Cay, Bahamas, crash of an Aerospatiale AS 355F1, Bahamian registration number C6-APV, on November 22, 2012 ("Accident").

1.2 Releasors acknowledge that any and all claims, demands, damages, or loss which Releasors have or may have had against each other and/or Releasees arising from the aforesaid Accident are extinguished by the acceptance of the funds and obligations herein set forth and that the declarations set forth herein are contractual in nature and not mere recitals. Releasees acknowledge that any and all claims, demands, damages, or loss which Releasees have or may have had against any Releasors arising from the aforesaid Accident are extinguished by the acceptance of this release and obligations herein set forth and that the declarations set forth herein are contractual in nature and not mere recitals. This General Release of All Claims includes, but is not limited to, any and all claims, damages, losses, remedies, actions, causes of action which could have been alleged or brought under the laws, codes, treaties and statutes of any and all State, Federal, foreign, local or territorial jurisdictions.

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manufacturers, non-parties, or maintenance providers.

1.3 Releasors acknowledge that this General Release of All Claims forever bars any and all claims, damages, losses, remedies, actions, causes of action, known or unknown, which could have been alleged or brought under the laws, codes, treaties and statutes of any and all State, Federal, foreign, local or territorial jurisdictions, against the Releasees and each and every other Releasor. Releasors further acknowledge that they may be suffering from progressive injuries, the full extent of which are unknown at this time, and will be forever barred from raising a claim against each other and/or the Releasors for those injuries, known and unknown, in the future.

1.4 Releasors acknowledge that this is a compromise of a disputed and contingent claim, and the above payment is not to be construed as an admission of liability on the part of the Releasees, by whom liability is expressly denied.

1.5 The provisions of any state, federal, foreign, local or territorial law, code, treaty or statute providing in substance that releases shall not extend to claims, demands, injuries, damages, losses and liabilities which are known and unknown or unsuspected to exist at the time herein to persons executing such releases are hereby expressly waived.

## **2.0 Consideration**

2.1 In consideration of this settlement and the relinquishment of all present and future claims Releasors may have arising against each other and/or Releasees out of the Accident, the Released Parties (Releasees) agree to pay cash as specified in Paragraph 3.0. The division of the Consideration shall in no way affect the validity of this Release.

## **3.0 Payments**

Swiss RE will make payment on behalf of the Released Parties (Releasees) as follows (hereinafter "Payments"):

3.1 Cash payment: Cash at settlement in the amount of \$ 2,000,000.00 by wire transfer of federal funds, which are to be free and clear of all liens, encumbrances, and conditions,

directly into the following account as requested by the undersigned:

Bank Account Details: Sabadell United Bank  
44 West Flagler Street  
Miami, Florida 33130  
(305) 371-2300

Routing and Transit # 067009646  
Attn: Maria E. Milian

For credit to the Account of: Podhurst Orseck, P.A. Trust Account #02-349-9. The payment will thereafter be distributed as designated by the Closing Statement, a separate document executed by the Releasors and their counsel.

3.2 Releasees hereby acknowledge and warrant that this payment is being made under the sole insurance policy providing coverage for the Accident, policy number FGZ0000005-00, which maximum policy limit is \$2,000,000.00 per occurrence.

#### **4.0 Comprehension of Terms**

4.1 Releasors further declare the terms of this settlement have been completely read, fully understood, and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the above-mentioned incident and for the purpose of concluding forever any further additional claim against Releasees arising out of the aforesaid incident.

4.2 Releasors have had and have the benefit of an attorney with respect to the review and execution of this Release and are executing this document of the Releasors' own free will and accord.

#### **5.0 Liens**

5.1 Releasors acknowledge that this General Release of All Claims specifically includes, but is not limited to, any and all liens, subrogation interests, and/or claims of any nature or kind whatsoever, to include, but not limited to, hospital liens, medical liens, attorney fee liens,

Workers' Compensation liens, Veterans' Administration liens, and any and all governmental liens, claims or interests, which, if any such claims, liens, and/or interests exist, or shall hereafter arise, the Releasors agrees to fully satisfy and to save, hold harmless, defend and indemnify these Releasees.

#### **6.0 Governing Law**

6.1 Releasors further declare that this instrument and agreement is and will be governed, and construed under the laws of the State of Florida, United States of America, and whereas the Releasors do agree and consent to the jurisdiction of the courts of the State of Florida, and the courts of the United States of America, convening in Florida.

#### **7.0 Warranty of Capacity to Execute Agreement**

7.1 Releasors represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Release and Settlement Agreement, except as otherwise set forth herein; that Releasors have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified in it; and that Releasors have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release and Settlement Agreement.

7.2 Releasors are not suffering any legal disabilities whatsoever, and are not suffering from any mental or physical disability, which would disable the Releasors from executing this Release and agreement; and the Releasors have never been adjudicated or declared incompetent by any court within the United States or outside of the United States.


#### **8.0 Additional Documents and Actions**

8.1 Releasors agree to fully cooperate with Releasees by taking all action necessary to promptly effect the terms and intent of this Release.

**9.0 Entire Agreement and Successors in Interest**

9.1 This Release and Settlement Agreement contains the entire agreement between the Releasors, the Releasees, and the Insurer with regard to the matters set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13 day of March, 2013.

  
DARIA PASTOUKHOVA GOGOLEVA, Individually  
and as Personal Representative of the Estate of Lance  
Valdez, deceased, and as the natural parent and Legal  
Guardian of their three minor children Alexandra  
Ana Pastoukhova Valdez, Natalia Magdalena  
Pastoukhova Valdez, and Lance Pastoukhov Valdez

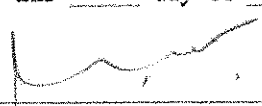
STATE OF Bahamas )  
 )  
COUNTY OF NASSAU )

ss:

BEFORE ME, the undersigned authority, personally appeared **DARIA PASTOUKHOVA GOGOLEVA**, who is known to me to be the person (or produced identification \_\_\_\_\_) who executed the foregoing instrument, and

acknowledged that she executed the same for the purposes mentioned therein.

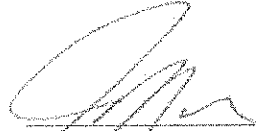
SWORN to and SUBSCRIBED before me this 14<sup>th</sup> day of March,  
2013.

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Bahamas  
at Large

My Commission Expires: 31/12/13

MIKE A. KLONARIS  
NOTARY PUBLIC  
P.O. BOX N-7776  
NASSAU, BAHAMAS

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of  
March, 2013.



JEFFREY SOFFER, individually

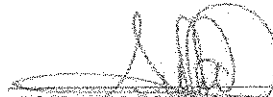
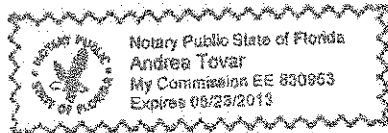
STATE OF Florida )

ss:

COUNTY OF Miami-Dade )

BEFORE ME, the undersigned authority, personally appeared JEFFREY SOFFER, who is known to me to be the person (or produced identification \_\_\_\_\_) who executed the foregoing instrument, and acknowledged that she executed the same for the purposes mentioned therein.

SWORN to and SUBSCRIBED before me this 15 day of March, 2013.

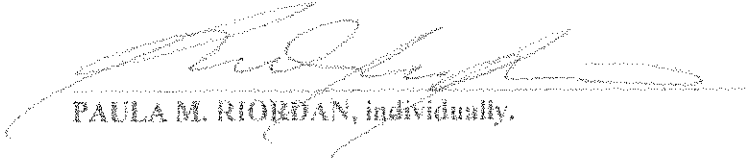


NOTARY PUBLIC, State of Florida  
at Large

My Commission Expires: 8/23/2013



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15 day of  
March, 2013.

  
PAULA M. RIORDAN, individually.

STATE OF Florida )  
 ) ss:  
COUNTY OF Miami-Dade )

BEFORE ME, the undersigned authority, personally appeared PAULA M. RIORDAN,  
who is known to me to be the person (or produced identification  
) who executed the foregoing instrument, and acknowledged  
that she executed the same for the purposes mentioned therein.

SWORN to and SUBSCRIBED before me this 15 day of March,  
2013.



  
NOTARY PUBLIC, State of Florida  
at Large

My Commission Expires: 8/23/2013

