

ELECTRONICALLY FILED

COMMONWEALTH OF KENTUCKY
OHIO COUNTY CIRCUIT COURT
DIVISION I

CIVIL ACTION NO. 24-CI- 00258

ANDREW QUISENBERRY AND AIMEE QUISENBERRY,
CO-ADMINISTRATORS OF THE ESTATE OF
CONNOR W. QUISENBERRY

PLAINTIFFS

v.

COMPLAINT

EAGLE FLIGHT ACADEMY, LLC

DEFENDANT

Serve:

Wilford C. Voyles, Jr., Registered Agent
2180 Airport Road
Owensboro, KY 42301

and

ATP FLIGHT ACADEMY, LLC

DEFENDANT

Serve via Kentucky Secretary of State:

Corporation Service Company, Registered Agent
1201 Hays Street
Tallahassee, FL 32301

and

AIRLINE TRANSPORT PROFESSIONALS HOLDINGS, INC.

DEFENDANT

Serve via Kentucky Secretary of State:

Corporation Service Company, Registered Agent
1201 Hays Street
Tallahassee, FL 32301

and

Presiding Judge: HON. TIM R. COLEMAN (638371)

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AIRLINE TRANSPORT PROFESSIONALS, INC.

DEFENDANT

Serve via Kentucky Secretary of State:

Corporation Service Company, Registered Agent
2 Sun Court, Suite 400
Peachtree Corners, GA 30092

and

ATP USA, INC.

DEFENDANT

Serve via Kentucky Secretary of State:

Corporation Service Company, Registered Agent
2 Sun Court, Suite 400
Peachtree Corners, GA 30092

Come the Plaintiffs, Andrew Quisenberry and Aimee Quisenberry, as Co-Administrators of the Estate of Connor W. Quisenberry, by counsel, and for their Complaint against the Defendants herein state as follows:

PARTIES, JURISDICTION, AND VENUE

1. The Plaintiffs are the parents and co-administrators of the estate of Connor W. Quisenberry, deceased, who was a resident of Ohio County, Kentucky.
2. Connor W. Quisenberry died on September 27, 2023, in Ohio County, Kentucky.
3. The Plaintiffs were appointed co-administrators by Order of the Ohio County District Court, Probate Division, on October 26, 2023.
4. The Defendant, Eagle Flight Academy, LLC, is a Kentucky Limited Liability Company, whose members all reside and are domiciled in Kentucky. Its principal place of business is 2180 Airport Road, Owensboro, Daviess County, Kentucky 42301, and its registered agent for service is Wilford C. Voyles, Jr. at the same address.

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5. ATP Flight Academy, LLC is a Florida Limited Liability Company, with its principal place of business at 1555 The Greens Way, Jacksonville Beach, Florida, and its registered agent is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301.

6. Airline Transport Professionals Holdings, Inc. is a Florida corporation with its principal place of business at 1555 The Greens Way, Jacksonville Beach, Florida, and its registered agent is Corporation Service Company, 1201 Hays Street, Tallahassee, Florida 32301.

7. Airline Transport Professionals, Inc. is a Georgia corporation with its principal place of business at 1555 The Greens Way, Jacksonville Beach, Florida, and its registered agent is Corporation Service Company, 2 Sun Court, Suite 400, Peachtree Corners, GA 30092.

8. ATP USA, Inc. is a Georgia corporation with its principal place of business at 1555 The Greens Way, Jacksonville Beach, Florida, and its registered agent is Corporation Service Company, 2 Sun Court, Suite 400, Peachtree Corners, GA 30092.

9. ATP Flight Academy, LLC, Airline Transport Professionals Holdings, LLC, Airline Transport Professionals, Inc., and ATP USA, Inc. hold themselves out to the public as "ATP Flight School" (as reflected at atpflightschool.com) and/or "ATP". These defendants are referred to hereinafter collectively as "ATP entities" or "ATP."

10. Although Plaintiffs do not yet have detailed information as to the specific capacities in which ATP utilizes each of these various corporate entities, upon information and belief, each of these ATP entities is associated with each of the other ATP entities as agent, partner, joint venturer, alter ego, instrumentality and/or subsidiary, and each of these ATP entities is legally responsible in some manner for the events and damages alleged in this Complaint.

11. ATP promotes itself both domestically and internationally, including in the Commonwealth of Kentucky, as a flight school responsible for training career-bound pilots.

Specifically, ATP owns and operates “ATP Louisville Flight School” at Clark Regional Airport in Sellersburg, Indiana, which ATP describes as “offering aviation students in Kentucky and Indiana professional commercial pilot flight training and an airline-sponsored career track from zero experience to 1,500 hours.”

12. Upon information and belief, including but not limited to the factual allegations set forth above, the ATP defendants transact business in this Commonwealth and regularly do or solicit business, or engage in a persistent course of conduct in this Commonwealth, out of which the actions giving rise to this Complaint arise.

13. Jurisdiction and venue are proper in this Court pursuant to Kentucky law, including but not limited to KRS 454.210, KRS 452.450 and/or KRS 452.455, and because the amount in controversy exceeds the jurisdictional minimum of this Court.

FACTUAL ALLEGATIONS

14. Connor Quisenberry (“Connor”) was an 18-year-old young man who resided in Beaver Dam, Ohio County, Kentucky.

15. In or about April of 2022, Connor enrolled in flight training with Eagle Flight Academy in Owensboro, to pursue his dream of flying.

16. Connor participated in flight training with Eagle Flight of Academy until the time of his death on September 27, 2023, paying for both instruction and “airplane rental” for his flight training.

17. From April of 2022 through August of 2023, Ronnie Bunn with Eagle Flight Academy was the instructor responsible for the majority of Connor’s flight training, with Evan Casavant of Eagle Flight Academy also performing some flight training. Prior to September 27,

2023, Connor Quisenberry had never flown with Timothy McKellar, Jr. ("McKellar") as a flight instructor.

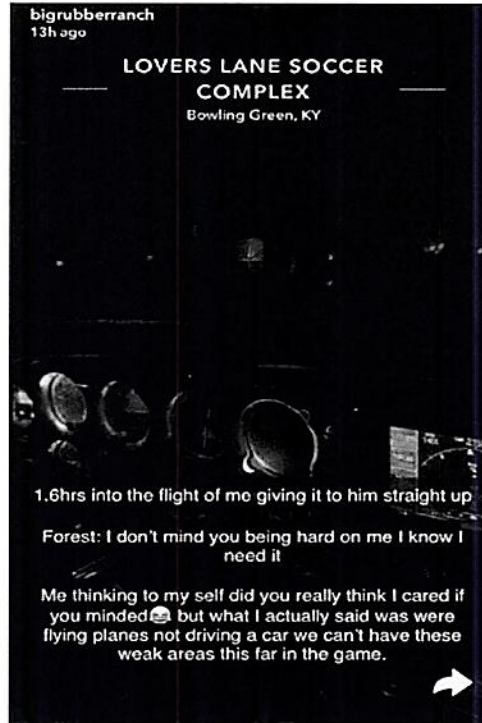
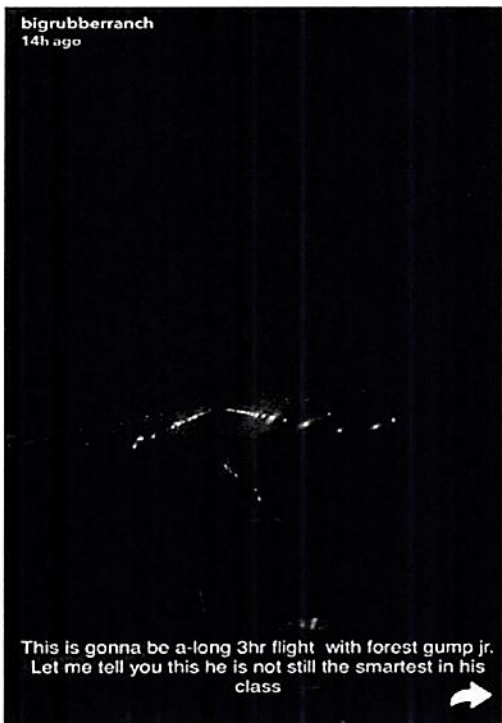
18. On September 27, 2023, pursuant to a plan of flight instruction, Connor was scheduled by Eagle Flight Academy for a night cross-country flight from Bowling Green-Woodhurst Airport (KBWG) in Bowling Green, Kentucky to Owensboro-Daviess County Regional Airport (KOWB) in Owensboro, Kentucky, in a Piper PA-28-161, registration number N3079M, owned by Eagle Flight Academy, under the guidance, control and oversight of McKellar as the Certified Flight Instructor and Pilot-in-Command responsible for safe operation of the aircraft (the "Flight").

19. McKellar had turned twenty-two (22) years old the week prior and had obtained his certification as a Certified Flight Instructor on May 12, 2023, four and a half (4 ½) months prior.

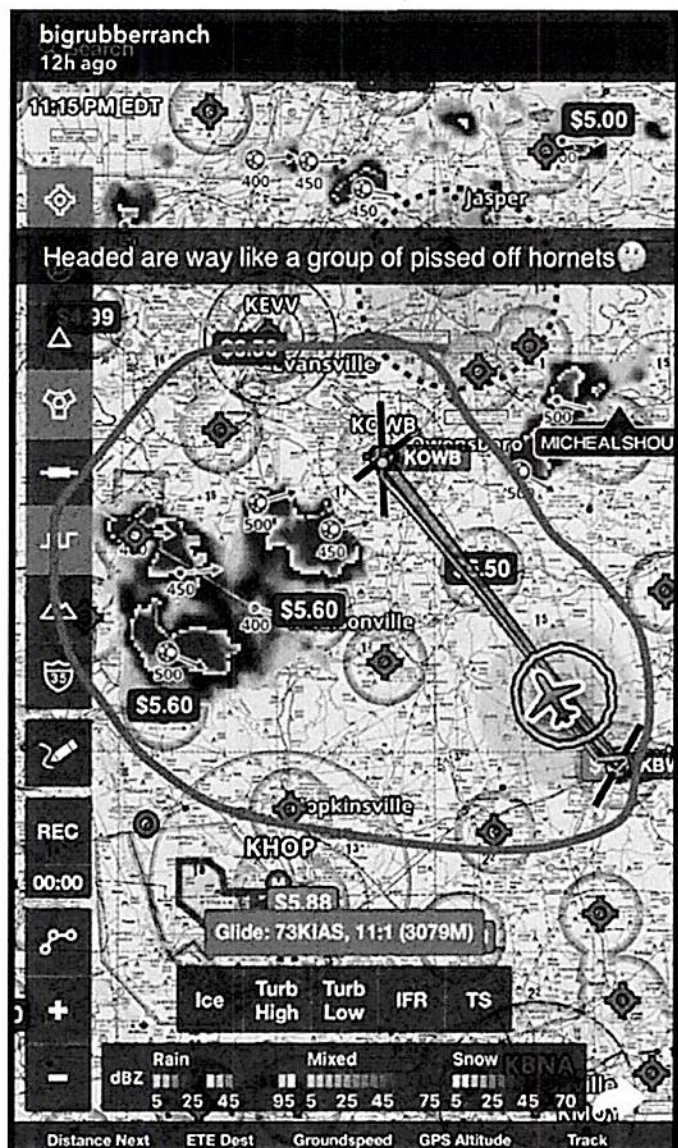
20. The Flight was a return flight to Owensboro after an immediately preceding training flight from Owensboro to KBWG and several takeoff and landing training exercises in Bowling Green.

21. At all times during the Flight, McKellar was in complete, direct, and exclusive charge of the Flight, the Eagle Flight Academy aircraft, and the safety of Connor, all as a duly authorized agent and employee of Eagle Flight Academy.

22. Throughout the training exercises, including during preflight inspection and takeoff, McKellar was taking photos and videos and posting to his Snapchat social media account, making disparaging comments about Connor, expressing his impatience with Connor not being faster, and the fact that McKellar needed to get up early in the morning. The following are true and accurate screenshots of social media posts made by McKellar during the training exercise in which McKellar was on duty and acting as a Certified Flight Instructor for Eagle Flight Academy:



23. At 10:15 p.m.¹, shortly after departing Bowling Green to fly to Owensboro, McKellar posted on his Snapchat social media account a radar depiction of severe storms approaching their Owensboro destination and stating, "Heading are[sic] way like a group of pissed off hornets." A true and accurate screenshot of this social media post is as follows:



¹ The times referenced herein are approximate and are stated in prevailing local time, which was Central Daylight Savings Time.

24. At approximately 10:19 p.m., McKellar requested from Memphis Air Route Control Center ("Memphis ATC") Visual Flight Rules ("VFR") "flight following" to Owensboro and was issued a radar beacon code. At approximately 10:21 p.m., Memphis ATC confirmed radar identification of the aircraft and its destination.

25. Approximately two (2) minutes later, at 10:23 p.m., Memphis ATC advised McKellar of radar observed precipitation in the vicinity of Owensboro and requested that McKellar advise Memphis ATC if weather deviations were needed.

26. At approximately 10:29 p.m., McKellar was transferred to Indianapolis Air Route Control Center ("Indy ATC"). Indy ATC advised McKellar of precipitation and that he might need to deviate a little to the right to stay ahead of the precipitation. At 10:30 p.m., McKellar acknowledged this transmission and said he would keep an eye out.

27. At approximately 10:43 p.m., McKellar was transferred to Evansville Approach Control Radar Tower Position ("Evansville ATC") and reported his altitude as 4,500 feet. He was advised by Evansville ATC of a large area of precipitation from his 9 to 1 o'clock, with heavy to extreme precipitation. McKellar acknowledged the transmission.

28. At approximately 10:45 p.m., McKellar requested a "pop-up" Instrument Flight Rules ("IFR") clearance to Owensboro.

29. At or about 10:46 p.m., Evansville ATC cleared McKellar to KOWB via radar vectors and directed him to maintain 5,000 ft., and fly heading 3-6-0. McKellar replied by restating the issued heading and saying "it is very turbulent" and he will do the best he can. Evansville ATC issued a heading of 0-6-0 and notified McKellar that he was already in the previously issued weather and to turn right and fly a heading of 0-6-0 to get out of it. McKellar acknowledged the 0-6-0 heading.

30. At or about 10:47 p.m., Evansville ATC issued McKellar a 0-9-0 heading, due eastbound. McKellar acknowledged the heading. McKellar then asked ATC to confirm that he was issued 5,000 ft. and stated that he was at 6,000 ft and "getting blown around like crazy." Evansville ATC advised McKellar not to worry about the altitude and just to fly heading 0-9-0 to get out of the precipitation.

31. At or about 10:48 p.m., Evansville ATC advised McKellar that he was flying in circles and he needed to fly heading 0-9-0 to get out of the weather. McKellar replied and stated that he was in extreme turbulence and then his radio transmission cut off. ATC attempted to call McKellar and McKellar attempted to reply but the transmission was cut short.

32. At or about 10:49 p.m., Evansville ATC instructed McKellar that if he was able to hold a heading to fly heading 1-6-0 or anything to the south. There was no reply. Evansville ATC attempted to recontact McKellar further with no reply.

33. At approximately 10:50 p.m., the aircraft broke up and crashed with great force and violence in Ohio County, Kentucky. The wreckage debris field spanned approximately 20 acres in a hilly, densely wooded area.

34. Radar reports and radio transmission records indicate that the aircraft was in severe to extreme turbulence and then flying in circles for approximately 3-4 minutes prior to the crash.

35. As a direct and proximate result of the negligence of McKellar while acting in the course and scope of his employment as a flight instructor for Eagle Flight Academy, Connor sustained extensive fatal injuries, suffered severe and excruciating physical and mental pain and anguish prior to death, and died from his injuries.

36. Eagle Flight Academy, in conducting a for-profit flight training school, offering flight training to the public through its flight instructors, and conducting flights in which its

instructors are in command of aircraft occupied by student pilots, is subject to the standards of care applicable to common carriers.

37. At all times pertinent hereto, McKellar as Pilot in Command, and as an authorized agent and flight instructor of Eagle Flight Academy, owed a duty to operate and control the subject aircraft, on the ground and in the air, with the highest degree of care consistent with the practical operation of the airplane, and to exercise the highest degree of care to prevent injury of any kind.

**COUNT I – VICARIOUS LIABILITY OF EAGLE FLIGHT ACADEMY FOR
NEGLIGENCE AND GROSS NEGLIGENCE OF MCKELLAR**

38. Each of the foregoing allegations is incorporated as if fully set forth herein.

39. While acting as an agent and employee of Eagle Flight Academy in the scope of his employment as a flight instructor, McKellar had a duty to Connor Quisenberry to conduct himself and Connor's training in a safe and professional manner and to satisfy the standard of care applicable to a private certified flight instructor entrusted with the training and safety of a student pilot.

40. McKellar breached his duty of care to Connor Quisenberry in numerous ways, including but not limited to, failing to maintain a safe and professional environment in the course of the training exercise (such as posting derogatory comments and videos about the student pilot on social media and making derogatory comments to the student in flight), encouraging the student to move faster in pre-flight safety check procedures, and in failing to maintain proper attention on the safety of the student, the flight plan, and the safe operation of the aircraft; failing to maintain a safe and professional environment in the cockpit during the training flight; failing to properly ascertain and account for weather conditions before initiating a training flight; continuing the training flight and failing to properly divert and/or land the aircraft or take other reasonable measures to avoid unsafe weather conditions; failing to properly navigate the training flight to

avoid unsafe weather conditions; and otherwise failing to operate the aircraft in a safe and competent manner.

41. McKellar's negligence in breaching his duties of care to Connor Quisenberry were a proximate cause of the totally unnecessary and avoidable crash that resulted in the death of both McKellar and Connor Quisenberry.

42. Connor Quisenberry suffered fatal injuries as a direct and proximate result of McKellar's negligence.

43. McKellar's breach of his duties of care to Connor Quisenberry was carried out with gross negligence, oppression, fraud and/or malice, and specifically, with a flagrant indifference to the rights of Connor Quisenberry and with a subjective awareness that McKellar's conduct could be reasonably foreseen to result in human death or bodily harm.

44. At all times pertinent hereto, McKellar was acting as agent and employee of Eagle Flight Academy within the scope of his employment as a flight instructor.

45. Eagle Flight Academy is vicariously liable for the negligence of its agent and employee, McKellar.

46. Plaintiffs are entitled under Kentucky law to compensatory damages from Eagle Flight Academy for the wrongful death of Connor Quisenberry and for his loss of future earnings and earning capabilities, for his physical and mental pain and suffering, including pre-death fear and mental anguish, and for the funeral expenses of Connor Quisenberry.

47. Plaintiffs are entitled under Kentucky law to recover punitive damages from Eagle Flight Academy for the conduct of McKellar because Eagle Flight Academy anticipated or should have anticipated the conduct of McKellar that led to the death of Connor Quisenberry.

**COUNT II – NEGLIGENT HIRING, TRAINING, SUPERVISION AND RETENTION BY
EAGLE FLIGHT ACADEMY**

48. Each of the foregoing allegations is incorporated as if fully set forth herein.

49. As of September 27, 2023, McKellar was employed by Eagle Flight Academy as a flight instructor to train student pilots such as Connor Quisenberry. Eagle Flight Academy represented and held out to the public and its student pilots such as Connor that McKellar was a safe, qualified and competent flight instructor.

50. Eagle Flight Academy knew, or by the exercise of reasonable care should have known, that McKellar was not a safe, qualified and competent flight instructor, by reason of, among other things, his demonstrated lack of appreciation for, and exercise of, safety measures, lack of professional airmanship, and lack of adherence with industry standards of care.

51. Eagle Flight Academy was negligent in hiring, training, supervising and retaining McKellar as its agent and employee for the purpose of providing in-air flight training, holding him out to the public and student pilots, as a safe, qualified and competent flight instructor, and placing him as pilot-in-command of aircraft operated with student pilots on board.

52. Eagle Flight Academy breached its duty of care to its student pilot, Connor Quisenberry, by virtue of its hiring and holding out McKellar as a safe, qualified and competent flight instructor when Eagle Flight Academy knew or reasonably should have known that was not the case. Eagle Flight Academy further breached its duty of care to its student pilot, Connor Quisenberry, by virtue of Eagle Flight Academy's failure to properly train and supervise its employee and agent, McKellar, in a reasonable manner, to ensure that he performed his function as a flight instructor in a safe, qualified and competent manner for the benefit of Eagle Flight Academy's student pilots including Connor Quisenberry. Eagle Flight Academy further breached its duty of care to its student pilot, Connor Quisenberry, by virtue of its retaining McKellar in the

position of flight instructor with responsibility for the safe in-flight training of Eagle Flight Academy's student pilots, including Connor Quisenberry, despite the fact that Eagle Flight Academy knew or reasonably should have known that McKellar was not a safe, qualified and competent flight instructor to whom a student pilot's safety should be entrusted.

53. Eagle Flight Academy's negligence in hiring, training, supervising and retaining McKellar was a proximate cause of the totally unnecessary and avoidable crash that resulted in the deaths of both McKellar and Connor Quisenberry.

54. As a result of Eagle Flight Academy's negligence, Plaintiffs are entitled under Kentucky law to compensatory damages from Eagle Flight Academy for the wrongful death of Connor Quisenberry and for his loss of future earnings and earning capabilities, for his physical and mental pain and suffering, including pre-death fear and mental anguish, and for the funeral expenses of Connor Quisenberry.

55. Eagle Flight Academy's breach of its duties of care with respect to the hiring, training, supervision and retention of McKellar as a flight instructor was carried out with gross negligence, oppression, fraud and/or malice, and specifically, with a flagrant indifference to the rights of Connor Quisenberry and with a subjective awareness that its conduct could be reasonably foreseen to result in human death or bodily harm.

56. Plaintiffs are entitled under Kentucky law to recover punitive damages from Eagle Flight Academy as a result of its conduct.

COUNT III – NEGLIGENCE AND GROSS NEGLIGENCE OF ATP ENTITIES

57. Each of the foregoing allegations is incorporated as if fully set forth herein.

58. ATP holds itself out to the public as being "the nation's largest flight school, providing students with the most efficient path to a successful airline pilot career."

59. Throughout its marketing materials ATP emphasizes to potential flight school students how “fast” they can become an airline pilot by enrolling in ATP’s training programs. By way of example, the public ATP website includes the following statements:

--“Airline Career Pilot Program – Fastest Track to Become an Airline Pilot;”

--“All the training, resources and airline hiring partnerships you need to become an airline pilot on the fastest timeline possible.”

--“9 months starting from zero time, 7 months starting with credit for solo, or 6 months starting with credit for having your private pilot license.”

60. Similarly, ATP advises potential flight school students that an effective way to “Get paid to fly” and “Gain experience fast” is to work towards the minimum airline hiring requirement of 1,500 hours as a certified flight instructor (CFI) with ATP.

61. Industry data indicates that there have been a substantial number of retirements by commercial airline pilots in the last decade and airlines have serious demand for filling those pilot positions. Flight instruction schools like ATP can satisfy that market demand by endorsing, certifying and placing new pilots they have trained. Similarly, ATP generates demand from would-be pilots who enroll in its flight school based on the promise of the “fastest timeline possible” to be an airline pilot utilizing ATP’s “airline hiring partnerships.”

62. McKellar received his flight training through “ATP Louisville Flight School” located at Clark Regional Airport in Sellersburg, Indiana and was certified as a “Certified Flight Instructor” or CFI.

63. McKellar received instruction from ATP at its “ATP Louisville Flight School” (in Indiana) and in Kentucky.

64. ATP represents to the public and to flight examiners that ATP utilizes a proven training syllabus designed to provide quality and standardized applicants “that are endorsed well before the scheduled checkride.”

65. Upon information and belief, McKellar was employed by ATP for a brief period as a CFI but despite having been trained and certified at ATP Louisville Flight School, he was discharged from employment by ATP due to unsatisfactory performance as a CFI.

66. Upon information and belief, ATP was actually aware or had reason to be aware of McKellar’s disregard for safety and professionalism in operating an aircraft and as a flight instructor, including during training exercises where he was pilot-in-command with a student pilot as a passenger.

67. Upon information and belief, ATP did not take adequate remedial actions with respect to McKellar’s deficiencies as a flight instructor, nor did it notify other flight schools or agencies of its knowledge and concerns about McKellar’s performance, and may have even actively concealed such information from the public, potential employers and others.

68. ATP had a duty to the general public, including student pilots such as Connor Quisenberry, to conduct its training, endorsement and certification of flight instructors such as McKellar in a manner that was reasonable and prudent and in keeping with the standard of care in the industry for professional flight training schools, including only endorsing individuals to be certified flight instructors if they are qualified and competent to be responsible for the safe training of student pilots who are often young and/or inexperienced.

69. ATP, acting through its employees and agents, breached the applicable standards of care in training, endorsing and certifying McKellar as a qualified flight instructor who was

competent to safely train student pilots and be responsible for the safe operation of aircraft during training flights in which McKellar would be the pilot-in-command.

70. ATP, acting through its employees and agents, further breached the applicable standard of care in failing to take corrective remedial action with respect to McKellar, failing to properly disclose, and/or affirmatively concealing, concerns about McKellar's qualifications and competency as a flight instructor which were known to ATP and which demonstrated McKellar was not presently qualified to be entrusted with the lives and the training of student pilots as a flight instructor.

71. ATP's negligence in breaching its duties of care was a proximate cause of McKellar being certified and employed in the position of a certified flight instructor, to whom Connor Quisenberry entrusted his flight training and personal safety, and the resultant totally unnecessary and avoidable airplane crash that resulted in the deaths of McKellar and Connor Quisenberry.

72. Connor Quisenberry suffered fatal injuries as a direct and proximate result of ATP's negligence.

73. Plaintiffs are entitled under Kentucky law to compensatory damages from ATP for the wrongful death of Connor Quisenberry and for his loss of future earnings and earning capabilities, for his physical and mental pain and suffering, including pre-death fear and mental anguish, and for the funeral expenses of Connor Quisenberry.

74. ATP's breach of its duties of care was carried out with gross negligence, oppression, fraud and/or malice, and specifically, with a flagrant indifference to the rights of Connor Quisenberry and with a subjective awareness that its conduct could be reasonably foreseen to result in human death or bodily harm.

75. Plaintiffs are entitled under Kentucky law to recover punitive damages from ATP as a result of its conduct.

WHEREFORE, the Plaintiffs respectfully pray for the following relief:

- a. A trial by jury on all counts so triable;
- b. An award of compensatory and punitive damages, with post judgment interest;
- c. Plaintiffs' costs herein expended; and
- d. All other relief to which the Plaintiffs appear entitled.

This 16th day of September, 2024

Respectfully submitted,

/s/ Christopher L. Rhoads

Christopher L. Rhoads
chris@rhoadsandrhoads.com
RHOADS & RHOADS, P.S.C.
115 East Second Street, Suite 100
P.O. Box 2023
Owensboro, KY 42302-2023
Telephone (270) 683-4600
Facsimile (270) 683-1653

and

David T. Royse
david@rrrfirm.com
W. Keith Ransdell
keith@rrrfirm.com
RANSDALL ROACH & ROYSE PLLC
176 Pasadena Drive, Building 1
Lexington, KY 40503
Telephone: (859)276-6262
Facsimile: (859)276-4500

COUNSEL FOR PLAINTIFFS