

NEWS RELEASE

(For immediate Release on September 22, 2025)

COURT APPROVES RECORD \$50 MILLION RECOVERY TO FAMILY OF TV WEATHERMAN KILLED IN HELICOPTER CRASH

The case continues against excess insurers

(CHARLOTTE, N.C.) A North Carolina Superior Court Judge has approved a \$50 million cash settlement for the family of Jason Myers, the WBTV meteorologist killed in a helicopter crash on November 22, 2022. The wrongful death settlement is being paid by defendants TTWN Media and iHeart Communications. The settlement is a North Carolina record for a single wrongful death, according to Verdict Search, a legal research firm.

The crash of the WBTV news helicopter, known as Sky 3, occurred in Charlotte, North Carolina during a training flight. Mr. Myers was aboard as a passenger. Myers is survived by his widow, Jillian Myers, and their four children.

Investigation of the crash revealed that the helicopter's control rod disconnected from the main rotor mast assembly during the fatal flight, due to the operator's usage of improper connecting hardware. The manufacturer of the helicopter, Robinson Helicopter Co., had directed that a safer replacement nut be utilized for this critical connection. Instead, TTWN used a nut known to be defective, in that it would crack and come apart.

"Mr. Myers's death resulted from the pilot's inability to operate or control the main rotor blade inflight due to the TTWN Defendants's multiple operational and maintenance errors," said the Myers's family's lead attorney Gary C. Robb, of prominent aviation law firm Robb & Robb LLC. "Even TTWN's own witnesses admitted that the helicopter was not airworthy on the date of the crash, and Mr. Myers's death was both predictable and totally preventable," Robb said.

Robb recently served as lead counsel for Vanessa Bryant in the helicopter crash that killed her husband, NBA legend Kobe Bryant. Robb also was involved in a North Carolina settlement earlier this year for two wrongful deaths arising out of a Duke LifeFlight Helicopter crash, resulting in a \$30 million settlement.

Following an evidentiary hearing, North Carolina Superior Court Judge Forrest Bridges issued a judgment order directing insurers for the Total Traffic & Weather Network, iHeartCommunications, and iHeartMedia to make the payment within the next two months.

The judgment entered for Jillian Myers was actually in the amount of \$126.3 million against the defendants — \$105 million total agreed upon by attorneys on both sides of the case and which

Judge Bridges found was a fair and reasonable settlement valuation — along with accrued interest added.

But by agreement the defendants' primary insurers will pay \$50 million now. Jillian Myers now will be able to seek the rest of the amount against the companies' excess or umbrella insurance carriers, her attorney Gary C. Robb said on Friday. Those carriers recently told the defendants they were declining their additional layers of coverage for the wrongful death claims, according to the Court's order.

Mr. Robb added, "Jason was a beloved husband, father, son, and friend whose life was defined by the utmost integrity, compassion, and devotion to his family. His career trajectory was exemplary. His loss continues to be deeply felt by those who knew and loved him and by his community." "The family hopes that the legacy of Jason Myers will be improved operational and maintenance practices by TV news organizations and all those providing helicopter flight services. More than anything else, the family wants to improve safety practices industry wide, so no other lives are lost as a result," Robb said.

For further information on behalf of the family, contact:

1. Gary C. Robb of Robb & Robb LLC at 816-474-8080
2. Jenna Spoljaric of VerdictSearch at 631-581-9002

Reference attached: FINAL JUDGMENT

4. Approximately five minutes into the helicopter flight, the helicopter began a series of 360-degree rotational orbits over the nearby interstate highway.

5. The helicopter entered into a steep descent and crashed into an area adjacent to the highway.

6. Jason Myers was killed in the helicopter crash.

7. The National Transportation Safety Board (NTSB) conducted a 17-month investigation of the crash culminating in a Final Report and Investigative Docket which contains numerous factual reports, metallurgic examination and laboratory reports, witness statements, maintenance records, radar data, photographs and witness interviews.

8. On March 6, 2023, Plaintiff Jillian Myers brought suit against TTWN Media Networks, iHeartCommunications, and iHeartMedia (hereinafter “TTWN Defendants”) in the General Court of Justice, Superior Court Division, County of Mecklenburg, Charlotte, North Carolina.

9. This case has been set for trial beginning October 13, 2025 in the General Court of Justice, Superior Court Division, County of Mecklenburg at Charlotte, North Carolina.

10. The subject helicopter was owned, operated, and maintained by the TTWN Defendants.

11. During the NTSB’s flight control examination on December 1-2, 2022, the NTSB discovered and determined that “the left forward control rod end connection to the stationary swashplate flange was not connected with the attaching bolt, nut, and palnut fastening hardware were missing.”

12. The NTSB, in the Materials Laboratory Factual Report of February 3, 2023, and the Materials Laboratory Factual Report Addendum of April 13, 2023, made the following factual findings:

A metallurgical examination of the remaining components suggested that the connecting hardware, including a threaded bolt, nut, palnut, two washers, and two hat-shaped spacers were loose and backed out during the flight. It is unlikely that the hardware was secure before the flight and may have been loose for multiple flights before the accident.

Additional examination of the remaining hardware revealed that one of the two spacers was installed backwards, most likely during the field overhaul of the helicopter about three years before the accident. The subject hardware was required to be inspected for security by the pilot during each preflight inspection and by maintenance personnel at each 100 hour/annual inspection.

13. The use of MS21042L4 nuts was addressed in two (2) service letters from the manufacturer of the helicopter, Robinson Helicopter Company. Specifically, Robinson instructed operators that “when performing maintenance that involves disassembly of a critical fastener...the fastener should be reassembled using a D210-series nut.” Group Chairman’s Factual Report of December 22, 2022, Section 4.0 TTWN’s maintenance records did not have documentation that SL-50 had been complied with. *Id.* “The D-210-series nuts should have been replaced during the field overhaul in August 2019 (a complete set of D- 210 nuts were included in the overhaul kit).” *Id.*

14. The Plaintiff has admitted and the Court has heard evidence from the depositions and expert reports of James T. Burns, Ph.D., an aircraft materials failure engineer with a Ph.D. in Material Science and Engineering; Donald E. Sommer, P.E., an aircraft accident reconstructionist with over 56 years of experience; Richard M. Wartman, P.E., an aero structural engineer and aircraft investigator who previously served as an instructor of aircraft structural failures and analysis at the Navy’s School of Aviation Safety; Colonel William S. Lawrence, a multi-war

experienced helicopter combat and experimental test pilot; and Arthur Lee Coffman, a certified aircraft and power plant (A&P) mechanic.

15. In summary, Plaintiff's experts confirm and expand upon the findings of the NTSB that the crash of the helicopter was due to operational and maintenance errors committed by TTWN Defendants.

16. Plaintiff also admitted reports and depositions of liability experts retained by TTWN Defendants, Dennis Moore, Gary Fowler, Rory Westphal, and Johnny Stevenson.

B. COMPENSATORY DAMAGES SUFFERED BY DECEASED'S WIDOW AND FOUR (4) CHILDREN

1. Jason Myers was 41 years old at the time he was killed in the helicopter crash. He had a statistical life expectancy of another 37.4 years.

2. Upon his death, Jason Myers was survived by his wife of almost twenty (20) years, Jillian Myers, and his four (4) children, Andrew, 19, Lilly, 17, Luke, 15 and Lydia 13.

3. Mr. Myers and his wife Jillian were married on May 10, 2003, and were months away from celebrating their 20-year anniversary. They had known each other virtually their entire lives through the church, and were soulmates.

4. The Court has heard testimony from Jillian Myers and seen photographs and other exhibits as to the nature of the marital relationship and the nature and extent of the loss suffered by reason of his death.

5. Life has been profoundly and unimaginably impacted for Mrs. Myers and the four children by Jason Myers's death. Mrs. Myers described the family's harms and losses eloquently in her testimony:

I couldn't even begin to tell you how different life is now from the way that it was before. And I couldn't begin to have any of you understand the degree of the voids that are left in our lives. And the arenas I now find myself

responsible for that I didn't before. There's a lot of gaps. There's voids that can't filled.

6. It is apparent that the death of Jason Myers has had a profound and immense impact on his wife and the four children he left behind.

7. The Court has reviewed statements admitted into evidence by the children of the deceased, Andrew Myers, Lilly Myers, Luke Myers and Lydia Myers.

8. The following portion of daughter Lilly's statement speaks to the family's losses:

Our dad told us he loved us—constantly. It wasn't just in his words, but in the way he showed up for us, every single day. He made each of us feel uniquely seen, deeply known, and unconditionally loved. He had a way of looking at you that made you believe you were capable of anything. He encouraged our dreams, celebrated our accomplishments—big or small—and reminded us of our worth, even when we doubted ourselves.

He was my biggest supporter and my greatest inspiration. When I was afraid, he gave me courage. When I felt lost, he gave me direction. And when I felt unseen by the world, he reminded me that I mattered. I never questioned whether I was loved or safe when he was around. His presence was a shield, a compass, and a source of peace.

Losing him didn't just mean losing a parent. It meant losing our example, our counselor, our protector, and the heart of our family.

The loss of our dad in 2022 changed each of my siblings in heartbreaking and permanent ways.

The pain my siblings carry is a constant reminder of the man we lost. My dad didn't just die—he was torn away from our lives, and with him went years of guidance, security, and love that we will never get back.

9. It is clear from these statements adduced into evidence that the loss of their father has had an immeasurable grievance affect on each and every one of the four children. The vivid descriptions of their memories of their father and the losses they are experiencing are undeniably impactful and as devastating as could be imagined.

10. Plaintiff has introduced evidence from Bart Feder in the form of a report, charts, and deposition as to future career paths of Mr. Myers. The Court notes that Mr. Feder was Senior

Vice President of Programming for CNN where he had executive responsibility for management of all anchors, reporters, and meteorologists. In that capacity, he was responsible for the hiring, management and oversight of such broadcast journalists as Anderson Cooper, Soledad O'Brien, Sanjay Gupta, Don Lemon, and Jake Tapper.

11. Jillian Myers testified in her deposition that Jason had great dreams and ambition to advance in his field of broadcast meteorology:

Jason was always eyeing the next move within his career. He was committed to being the best that he could be, growing his strengths and abilities, and honing his skills as a scientist and as a communicator, and as a meteorologist.

And so it was always his goal to continue promoting. And within the career of broadcast meteorology you -- you want to be chief, and you want to continue climbing to larger markets.

(Deposition of Jillian Myers, April 23, 2025, p. 50, lines 8–16).

He often talked about being on the national news and on the national stage. Certainly admired and spoke about himself being the next Al Roker or Nick Kosir. And he loved watching the Weather Channel, and believed he could be the next Jim Cantore.

(Deposition of Jillian Myers, April 23, 2025, p. 57, lines 5–19).

So you know, Jason didn't wait for opportunities to just come his way. He was actively seeking and pursuing them.

(Deposition of Jillian Myers, April 23, 2025, p. 75, lines 16–18).

12. Multiple close friends of Jason testified to his career ambitions and trajectory. For example, Alan Hisle remembered a conversation he had with Jason Myers regarding Jason's career:

You know, he's going on and on about these places he has lived and where he wants to go and his dreams of growing and looking for opportunities, and I said, well, you know, man, Al Roker, he's getting pretty old. I said, the TODAY Show, I said, what if they call, man? Are you going to take that call? And he -- you know, gave me that big smile, and he said, absolutely, I'm taking that call. Are you kidding? You know, so big dreams.

Id. at p. 14.

13. Based on Alan Hisle's observations of Mr. Myers' character, work habits, relationship with wife and kids, and prospects in life, he testified that Jason would have done "[s]omething huge." He continued:

Big city, I could see, Atlanta, New York, Weather Channel, Al Roker, as I mentioned. Who knows. I wouldn't put it past him. That guy was going to do big things with his life. He was going to impact a ton of people...he was a person that you knew were going to do big, big things.

Id. at p. 20.

14. Mr. Feder bases his career paths on Mr. Myers' interests and upon his review of the depositions of fact witnesses with knowledge of Mr. Myers' career goals including his wife.

15. Of the three tracks formulated by Mr. Feder, the current salary range and projection of the most probable track are as follows:

Track #2

Meteorologist Atlanta (Market 7) - \$170,000 – 2 Years

Chief Meteorologist Atlanta (Market 7) - \$300,000 – 3 years

Broadcast Network Meteorologist - \$500,000 – 5 Years

Broadcast Morning Show Meteorologist/Host \$7,000,000 – Until Retirement

16. Plaintiff further adduced evidence in the form of a report and deposition of Dr. Gary Albrecht, a Professor of Economics at Wake Forest University who calculated the present value of the economic loss resulting from Mr. Myers death.

17. Dr. Albrecht calculated the economic loss for track #2 at a retirement age at both 65 and at age 70 as follows:

- For **track #2**, the present value of the net income loss is **\$55,644,400** if Mr. Myers retired at age 65 and is **\$75,186,232** if he retired at age 70.

18. Neither Jason Andrew Meyers nor any of his lawful beneficiaries have applied for or received Medicare, Medicaid, or Social Security Disability benefits such that past or future benefits were or will be received that would require reimbursement, including but not limited to any conditional payment or payment for healthcare services in connection with the subject accident. Plaintiff has provided accurate information to ensure compliance with all reporting requirements and other provisions under the Medicare Secondary Payer Act, Section 111 of the Medicare, Medicaid, and State Children's Health Insurance Program Extension Act of 2007, and any other applicable federal or state laws.

C. PRE-IMPACT TERROR SUFFERED BY PLAINTIFF'S DECEASED

1. Plaintiff adduced evidence that Mr. Myers suffered substantial pre-impact terror from the time it became clear that the helicopter was out of control until crash impact.

2. Plaintiff's accident reconstruction expert, Donald E. Sommer, stated in his report and testified in his deposition that Mr. Myers would have been aware of the perilous flight situation for a minimum of 13 seconds before the helicopter impacted terrain.

3. Plaintiff introduced a report and deposition from Carlos R. Diaz, M.D. a nationally renowned and recognized expert in the field of pre-impact terror and apprehension of impending death. Dr. Diaz is an experienced flight surgeon and emergency medicine physician who has studied the physiological and psychological responses of impending death in an aircraft incident for decades. Based on the report and deposition of Dr. Diaz it is undeniable that Mr. Myers suffered extreme and overwhelming anxiety and fear during the final moments of his life where he knew with virtual certainty that he would die.

4. The evidence also established that Mr. Myers would suffer uncontrollable panic as well as hopelessness by virtue of the circumstances within which he found himself in a helicopter out of control and heading toward a non-survivable crash impact with terrain.

5. The emotional and psychological result of the situation in which the deceased found himself would have been a catastrophic feeling of helplessness and impending death, a sense of losing his life and his family, multiplied and magnified by many times. This overwhelming situation would have caused immediate and severe stimulation of the sympathetic and autonomic nervous systems, and physical manifestations including rapid heart rate, chest pain, intense nausea, and incontinence. Medically, the length of this event would have been greatly elongated for Mr. Myers due the phenomenon of tachypsychia - although the actual event may be measured in seconds or minutes, psychologically the victim perceives it as a much longer time, like slow motion, as their entire life and their own demise plays out to them.

D. COMPARABLE CASES

1. Plaintiff introduced evidence in the form of a Jury Verdict reached in New York styled *Cadigan v. Liberty Helicopters, Inc.*, Case No.: 152286/2018 where a similar lost income claim was made for a young unemployed broadcast journalist with no spouse or children that resulted in a jury verdict of over \$116 million and a subsequent settlement of \$90 million.

2. The same broadcast journalism expert, Bart Feder, testified in that trial as was identified and deposed in this case.

3. In that case, a jury awarded \$51.1 million in future lost income for 26-year old unemployed broadcast journalist who was only just beginning his career.

4. In the case at bar, Mr. Myers had a proven track record within the broadcast journalism field as a seasoned television weather broadcaster and for a number of years had been on an intentional upward career path trajectory.

5. Mr. Myers already was well established in a major media market at the age of 41 and was in a prime position to begin his highest earning capacity years.

6. Recent North Carolina jury verdicts in the amounts of \$40,000,000, \$32,700,000 and \$38,230,000 support the proposition that juries recognize and highly value the non-economic component in wrongful death cases.

E. INSURANCE COVERAGE FINDINGS

1. TTWN Defendants maintained a primary level of insurance in the amount of \$50 million dollars pursuant to Aviation Policy No. AV 013468472-04 (the “Primary Policy”) with lead primary insurer National Union Fire Insurance Company of Pittsburgh, PA, and co-insurers Global Aerospace, Inc., XL Specialty Insurance Company, Texas Insurance Company, and Falls Lake National Insurance Company (collectively, “Primary Insurers”).

2. TTWN Defendants purchased a comprehensive program of insurance coverage for its operations including the previously referenced primary aviation policy and various and additional umbrella and excess insurance policies.

3. At all times during the pendency of this case, the TTWN Defendants understood and believed that various umbrella and excess layers of insurance coverage were applicable to the wrongful death claims.

4. Pursuant to this Court’s Order, the parties had scheduled and arranged for mediation to be conducted before Ray Owens on July 8, 2025.

5. Shortly before the Court-Ordered mediation and for the very first time, these Umbrella and Excess Insurance Carriers (hereinafter “Excess Carriers” or “Excess Insurers”) informed the TTWN Defendants that they were declining coverage for the wrongful death claims.

6. The TTWN Defendants were stunned and astounded by the timing and decision of the Umbrella and Excess Carriers to decline coverage and believed it was “tantamount to an ambush.”

7. The TTWN Defendants vehemently contend that the decision by the Umbrella and Excess Carriers to decline coverage was improper on multiple levels.

8. It was as a direct result of the Excess Carriers' decision to decline coverage, that Plaintiff and the TTWN Defendants postponed the mediation that had been arranged and scheduled for July 8, 2025.

9. Given the known identity and known business operations of the TTWN Defendants, it is undeniable that these Umbrella and Excess Insurers were acutely aware that they were insuring entities engaged in the business of operating, maintaining and flying helicopters.

10. Specifically, the Umbrella and Excess Insurers had actual knowledge that the TTWN Defendants maintained a fleet of at least eight (8) helicopters which were used in its business of creating weather and traffic content, as was used in the subject helicopter.

11. WBTV News Station was an insured on each of the referenced umbrella and excess insurance policies, and the decedent was an employee of WBTV. As such, the helicopter was being used for business travel of "employees of the insured."

12. The Excess and Umbrella Insurers were timely notified of this claim on November 29, 2022, seven (7) days after the helicopter crash at issue.

13. By letter of July 8, 2025, the Excess and Umbrella Insurers were expressly made aware of the intended judgment value of the wrongful death claim in the amount of \$150 million and were further advised that if they "do not agree to contribute their limits to [an] offer, iHeartMedia intends to pursue the alternative settlement scenario outlined in the attached letter: a settlement that includes a \$50 million payment (funded by Primary Insurers) and an assignment to plaintiff of iHeartMedia's rights under the Umbrella and Excess Policies."

F. NEGOTIATED SETTLEMENT AMOUNT

1. As set forth previously, pursuant to this Court's Order, the parties had scheduled and arranged for mediation to be conducted before Raymond Owens on July 8, 2025 and that mediation was postponed because the Umbrella and Excess Insurance Carriers indicated that they would decline coverage.

2. Notwithstanding the decision of the Umbrella and Excess Carriers to deny coverage, the posture of settlement entering into the mediation was that the TTWN entities had offered \$50 million to settle the case pursuant to letter of July 3, 2025.

3. By letter of July 5, 2025, Plaintiff rejected the offer of \$50 million and extended a settlement proposal in the total amount of \$150 million.

4. Plaintiff and TTWN Defendants negotiated and agreed to a reasonable settlement valuation of the wrongful death case in the amount of \$105 million.

5. The Court finds that the Plaintiff's and TTWN Defendants' negotiated reasonable settlement valuation in the amount of \$105 million is fair, reasonable and sensible in view of the evidence and the pre-mediation settlement posture of both Plaintiff and TTWN Defendants.

6. The \$105 million settlement valuation figure is at the precise mid-point of defense counsel's evaluation of \$95-115 million to settle the case.¹

7. The Court notes that counsel for Plaintiff is extremely experienced in handling aviation litigation matters and has previously obtained jury verdicts in single wrongful death aviation cases in the amounts of \$70 million, \$350 million, and \$116 million and has settled either single personal injury or single wrongful death cases in the amounts of \$100 million (twice), \$90 million and \$82 million. These jury verdict and settlement amounts further underscore the

¹ This statement appeared in correspondence from certain of the umbrella and excess insurance carriers; by express agreement the Parties and Order of this Court, the recitation of this statement by such insurers does not constitute or support any waiver of attorney-client privilege by the TTWN Defendants.

reasonableness of the \$105 million negotiated reasonable settlement valuation in this wrongful death case.

8. The Court notes that counsel for TTWN Defendants is equally experienced in handling aviation litigation matters having represented some of the world's largest airlines as well as fixed-base operators and manufacturers of aviation-related components. Moreover, this Court is well familiar with defense counsels' experience and expertise in handling aviation matters having presided over defense counsels' role in the June 1999 crash of a Cessna 421 in Concord, North Carolina which resulted in the death of a prominent real estate executive and his wife.

9. The Court finds that the \$105 million negotiated settlement valuation is rationally and reasonably related to the evidence presented in that the economic damages calculations from Plaintiff's economist Dr. Gary Albrecht alone are in excess of \$75 million.

10. The Court expressly agrees with Plaintiff and TTWN Defendants that the trial value of the wrongful death claim – as contrasted with the settlement valuation – is \$150 million such that the negotiated reasonable settlement valuation of \$105 million is extremely reasonable on its face.

11. On hearing the evidence of the negotiated reasonable settlement valuation, the Court determines that Plaintiff and TTWN Defendants arrived at this compromise amount in good faith pursuant to arms-length negotiations, that Defendants proposed the sum of \$105 million as a reasonable settlement valuation to which Plaintiff agreed and, specifically, that TTWN Defendants actively negotiated for the lowest reasonable settlement valuation amount which Plaintiff would accept in that the \$105 million settlement valuation represents the absolute floor of what Plaintiff was willing to accept in settlement prior to trial.

12. Accordingly, the Court fully accepts and approves the negotiated reasonable settlement valuation and independently finds that the valuation of \$105 million for this wrongful

death claim as a settlement valuation is reasonable in every respect under North Carolina law.

II. CONCLUSIONS OF LAW

1. This Court has jurisdiction over the subject matter of this case and the parties to the action, Plaintiff and TTWN Defendants.

2. This Order constitutes the Final Judgment in the case in that it resolves all issues and claims as between Plaintiff and TTWN Defendants and effectively concludes the wrongful death lawsuit.

3. Under North Carolina Law, the owner and operator of aircraft has a duty to maintain that aircraft in a safe and airworthy manner.

4. Should an aircraft owner fail to properly maintain an aircraft by utilizing the degree of care ordinarily to be used by other owners/operators in the same or similar circumstances, and that failure causes death and injury to others, that owner/operator is negligent.

5. The deceased's future earnings is a lawful and proper element of compensatory damages to the Plaintiff and Plaintiff's beneficiaries and the Court finds that the present value loss of \$75,186,232.00 for the deceased's lost earnings and income to be a fair and reasonable amount based on the totality of the evidence adduced.

6. The loss of society, companionship, comfort and guidance are proper and lawful elements of compensatory damages to Plaintiff and the beneficiaries.

7. The deceased's conscious suffering prior to impact wherein the deceased would have known with virtual certainty that he was about to die is a lawful and proper element of compensatory damages.

8. Pursuant to N.C. Gen. Stat. § 24-5, "In an action other than contract, the portion of money judgment designated by the fact finder as compensatory damages bears interest from the date the action is instituted until the judgment is satisfied."

9. In that this action was instituted on March 6, 2023, interest accruing at the rate of 8% per annum of the compensatory damages judgment of \$105 million yields pre-judgment interest of \$21,287,671.23 million for a final judgment in the amount of \$126,287,671.23.

10. Plaintiff Jillian Ann Myers as Administratrix of the Estate of the deceased, Jason Andrew Myers is the proper party to have brought this lawsuit.

11. Plaintiff Jillian Ann Myers and the deceased's four (4) children, Andrew Myers, Lilly Myers, Luke Myers and Lydia Myers are lawful and proper beneficiaries for a wrongful death claim.

III. CONCLUSIONS AND ENTRY OF FINAL JUDGMENT

On the basis of the evidence adduced including the testimony of Jillian Myers, depositions of various fact and expert witnesses, various exhibits, reports, photographs and other matters admitted and considered by the Court, **THE COURT HEREBY CONCLUDES AND ADJUDGES AS FOLLOWS:**

1. The TTWN Defendants are liable onto Plaintiff Jillian Myers for the helicopter crash which resulted in the death of the Plaintiff's deceased, Jason Myers.
2. The fair and reasonable value of this wrongful death case if the case were tried to a jury is One Hundred Fifty Million Dollars (\$150,000,000) in compensatory damages.
3. In exchange for payment from TTWN Defendants' Primary Insurers in the amount of FIFTY MILLION DOLLARS (\$50,000,000.00) cash lump sum U.S. and TTWN Defendants' formal assignment to Plaintiff of any and all of TTWN Defendants' legal and equitable claims against the Excess Carriers, including but not limited to, breach of contract, breach of implied covenant of good faith and fair dealing, and all such related and collateral causes of actions, as reflected in the Order Assigning Legal Claims And Causes Of Action filed contemporaneously herewith, Plaintiff will limit

any levy or execution of any process of any kind relating to the Final Judgment, solely to the extent of any and all claims or causes of action of whatever kind or nature which TTWN Defendants might have or possess against the Excess Carriers arising out of this action or this Final Judgment (the “Assigned Claims”). Plaintiff agrees to stay collection of the Final Judgment from the TTWN Defendants subject only to the Primary Insurers’ payment of \$50 million and the non-financial obligations as set forth herein, but not from the Excess Carriers, meaning that Plaintiff agrees to not take any action of any kind to assign, document, record, register as lien, or collect against the TTWN Defendants, or any officer, owner or agent thereof, the Final Judgment; save and except for TTWN Defendants’ assets solely consisting of any and all right, title and interest in the Excess Carriers’ insurance policies together with all of their respective rights, claims, and causes of action in the Assigned Claims. Nothing contained in this Final Judgment shall constitute a waiver or release of Plaintiff’s claims against the TTWN Defendants or of Plaintiff’s right to assert any claims or rights of action against the Excess Carriers.

4. In exchange for the payment of the limits of the Primary Policy in the amount of FIFTY MILLION DOLLARS (\$50,000,000.00), Plaintiff does hereby unconditionally and irrevocably release, acquit, forever discharge, for all purposes Primary Insurers, but specific and limited to their capacity as subscribing insurers to the Primary Policy, and their respective underwriting and claims handling agents, predecessors, members, parents, subsidiaries, and affiliated entities, past, present, and future, as well as their respective directors, officers, employers, employees, heirs, executors, administrators, successors, reorganized successors, and assigns, past, present, and future, and their respective agents, attorneys, stockholders, reinsurers, representatives, all solely in

respect of Primary Insurers' capacity as co-insurers subscribing to the Primary Policy, from any and all actions, causes of action, remedies, suits, proceedings, debts, covenants, contracts, controversies, agreements, promises, damages of every kind, permitted under the laws of any state or country, liabilities, losses, judgments, executions, claims, and demands of whatsoever nature, known and unknown, including, but not limited to, subrogated or assigned rights, that Plaintiff ever had, now have, or can, shall, or may have in the future against Primary Insurers, for, upon, or by reason of any matter, cause, or thing whatsoever relating to or arising out of the following: the Primary Policy; the helicopter crash, and the subject matter of this wrongful death case. This specific and limited policy release shall have no effect on any of the assigned claims as against the Excess Carriers.

5. Plaintiff and TTWN Defendants have considered whether Medicare may have any right or interest in the Final Judgment as secondary payer under the applicable law and concluded that Medicare currently has no such right or interest, and it is not the intention of Plaintiff or TTWN Defendants to shift responsibility of any past or future medical benefits to Medicare. Plaintiff represents and warrants that all medical, hospital, disability benefits and other liens, recovery and repayment rights relating to, and arising from the Incident, if any, have been or will be paid by Plaintiff, including but not limited to those by any workers' compensation carrier or board or private or governmental insurer, or the federal government, and Plaintiff accepts full responsibility for satisfying any and all such liens.
6. Within sixty (60) days from entry of this Final Judgment, the Primary Insurers shall pay FIFTY MILLION DOLLARS (\$50,000,000) cash lump sum U.S. to Plaintiff I/C/O Robb & Robb LLC Trust Account via wire transfer.

7. Having heard all of the evidence and argument from counsel, the Court hereby determines and finds that the parties' negotiated settlement valuation in the amount of \$105 million is a fair, reasonable, lawful and proper settlement valuation of the wrongful death claim in view of the evidence presented, the prior settlement posture of both Plaintiff and Defendants, the experience and skill in aviation cases by counsel for both Plaintiff and Defendants, comparable cases and settlements, and that the negotiated settlement value represents the "absolute floor" of what amount Plaintiff would have accepted prior to trial.
8. The Court finds that the parties' Stipulated Agreement that the trial value of the case would be \$150 million is wholly supported by both the evidence and prior comparable verdicts and settlements.
9. The Court has heard evidence and approves in all respects the Assignment of Legal Claims and Causes of Action which is attached hereto and entered as a part of this Final Judgment.
10. The Court finds and concludes that in consideration of the result obtained, the time and effort expended and the experience and skill of Plaintiff's counsel, the attorneys' fees and litigation expenses reviewed by the Court *en camera* are fair and reasonable and approved by the Court.
11. Having considered all the facts and circumstances, the Court finds that the resolution and judgment as entered herewith is fair and reasonable for the minor child, Lydia Myers.
12. At the discretion of Plaintiff, Plaintiff and/or Plaintiff's counsel may elect to structure for future payments any and all of their respective recovery and/or attorneys' fees by use of a broker of their choice.

13. Each party shall bear their own attorneys' fees, litigation expenses and court costs.
14. To the extent that the TTWN Defendants possess excess and/or umbrella insurance coverage, nothing herein shall prevent, prejudice, or impact Plaintiff's or TTWN Defendants' ability to pursue legal action and seek levy or execution of process against any such excess or umbrella insurance carriers relating to this Judgment.
15. Plaintiff is entitled to \$21,287,671.23 in pre-judgment interest pursuant to N.C. Gen. Stat. § 24-5.

IT IS THEREFORE ORDERED AND ADJUDGED that Final Judgment is entered as against the named TTWN Defendants in the amount of ONE HUNDRED TWENTY-SIX MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-ONE and 23/100 DOLLARS (\$126,287,671.23) as further set forth herein and post-judgment interest in the amount of 8% per annum shall accrue on that sum until judgment is satisfied in full.

LET JUDGMENT ISSUE FORTHWITH.

9/18/2025 3:37:32 PM

So Entered this the 9/18/2025 day of September, 2025.



Honorable Forrest D. Bridges
Superior Court Judge Presiding

COPIES TO:

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