

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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CINDY CANDY ARENAS,
JAKY ALYSSA ARENAS,
JINY ALEXA ARENAS,
JOE LEOS ARENAS,
ELHADJI CISSE,
DONALD KIRKLAND,
BEVERLY KIRKLAND,
CONNOR BROWN, and
CASSANDRA ADAMS

Plaintiffs

Index No.:

vs.

SOUTHWEST AIRLINES CO.;
THE BOEING COMPANY;
GE AVIATION SYSTEMS, LLC;
SAFRAN USA, INC; and
CFM INTERNATIONAL, INC.

Defendants

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Plaintiffs Cindy Candy Arenas, Jaky Alyssa Arena, Jiny Alexa Arenas, Joe Leos Arenas, Elhadji Cisse, Donald Kirkland, Beverly Kirkland, Connor Brown and Cassandra Adams (collectively "Plaintiffs") by and through their attorneys, Jonathan W. Johnson, LLC, for their Complaint against Defendants Southwest Airlines Co., The Boeing Company, GE Aviation Systems, LLC, Safran USA, Inc., and CFM International, Inc. jointly and severally, allege as follows:

INTRODUCTION

1. On April 17, 2018, Plaintiffs were fare-paying passengers aboard Southwest Airlines Flight 1380 from New York-LaGuardia Airport to Dallas, Texas, and about twenty minutes after takeoff,

at an altitude of approximately 32,500 feet, the aircraft's left engine suddenly failed and self-destructed, propelling metal fragments at high velocity against the fuselage and shattering a window, which resulted in explosive and violent decompression of the aircraft cabin. Abruptly, a passenger was sucked into the open window, and the other passengers, including Plaintiffs, were confronted with their greatest fear, the overwhelming horror of being trapped in a plane about to crash.

PARTIES

2. Plaintiff Cindy Candy Arenas ("Cindy Arenas") is a citizen and resident of the State of Texas, and was a passenger on Southwest Flight 1380.

3. Plaintiff Jaky Alyssa Arenas ("Jaky Arenas") is a citizen and resident of the State of Texas, and was a passenger on Southwest Flight 1380.

4. Plaintiff Jiny Alexa Arenas ("Jiny Arenas") is a citizen and resident of the State of Texas, and was a passenger on Southwest Flight 1380.

5. Plaintiff Joe Leos Arenas ("Joe Arenas") is a citizen and resident of the State of Texas, and was not a passenger on Southwest Flight 1380; however, he is the husband of Plaintiff Cindy Arenas, and his claim is for loss of consortium.

6. Plaintiff Elhadji Cisse is a citizen and resident of the State of Texas, and was a passenger on Southwest Flight 1380.

7. Plaintiff Donald Kirkland is a citizen and resident of the State of Louisiana, and was a passenger on Southwest Flight 1380.

8. Plaintiff Beverly Kirkland is a citizen and resident of the State of Louisiana, and was a passenger on Southwest Flight 1380.

9. Plaintiff Connor Brown is a citizen and resident of the State of New Mexico, and was a passenger on Southwest Flight 1380.

10. Plaintiff Cassandra Adams is a citizen and resident of the State of New Mexico, and was a passenger on Southwest Flight 1380.

11. Defendant Southwest Airlines Co. (“Southwest Airlines”) is, and was at all relevant times, a corporation incorporated under the laws of the State of Texas; it operates as a common carrier airline with its principal place of business at 2702 Love Field Drive, Dallas, Texas 75235; it is authorized to do business, and does business, in the State of New York; it is not a resident of the State of New York, but may be served through its Registered Agent—Corporation Service Company, 80 State Street, Albany, New York 12207.

12. Defendant The Boeing Company (“Boeing”) is, and was at all relevant times, a corporation incorporated under the laws of the State of Delaware; it operates as a manufacturer of aircraft for commercial air travel, with its principal executive offices at 100 N. Riverside Plaza, Chicago, Illinois; it is authorized to do business, and does business, in the State of New York; it is not a resident of the State of New York, but may be served through its Registered Agent—Corporation Service Company, 80 State Street, Albany, New York 12207.

13. Defendant GE Aviation Systems, LLC (“GE Aviation”) is, and was at all relevant times, a limited liability company organized under the laws of the State of Delaware; upon information and belief, it engages in, jointly with others, the design, development, manufacture and sale of aircraft engines, with its principal place of business at One Neuman Way, Cincinnati, Ohio 45215; it is

authorized to do business, and does business, in the State of New York; it is not a resident of the State of New York, but may be served through its Registered Agent—CT Corporation System, 111 Eight Avenue, New York, New York 10011.

14. Defendant Safran USA, Inc. (“Safran USA”) is, and was at all relevant times, a corporation incorporated under the laws of the State of Delaware; upon information and belief, it engages in, jointly with others, the design, development, manufacture and sale of aircraft engines, with its principal executive office at 2201 W. Royal Lane, Suite 150, Irving, Texas 75063; it is authorized to do business, and does business, in the State of New York; it is not a resident of the State of New York, but may be served through its Registered Agent—Corporation Service Company, 80 State Street, Albany, New York 12207.

15. Defendant CFM International, Inc. (“CFM”) is, and was at all relevant times, a corporation incorporated under the laws of the State of Delaware; upon information and belief, it engages in, jointly with others, the design, development, manufacture and sale of aircraft engines, with its principal place of business at One Neuman Way, Cincinnati, Ohio 45215; it is not a resident of the State of New York, but may be served through its Registered Agent—The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, Delaware 19801.

JURISDICTION AND VENUE

16. As set forth in the factual allegations that follow herein, the events leading to the engine failure that caused the passenger fatality and the injuries to other passengers, including Plaintiffs, occurred in New York prior to departure of Southwest Airlines Flight 1380. That was the last opportunity for Defendant Southwest Airlines to inspect, detect and correct the problem of a fractured fan blade that was about to cause the fatal engine failure, or in the alternative to remove

the aircraft from service. Once the Southwest Airlines Flight 1380 took off, the fatal incident was inexorable—indeed, it occurred just twenty minutes after liftoff from New York-LaGuardia Airport. Jurisdiction for this lawsuit is properly in New York where the cause of action arose, and it is proper in the Supreme Court of New York.

17. Inasmuch as none of the parties reside in the State of New York, Plaintiffs are permitted to designate the county of venue pursuant to New York Consolidated Laws, Civil Practice Law and Rules CVP § 503(a).

FACTUAL ALLEGATIONS

18. On April 17, 2018, Southwest Airlines Flight 1380 lifted off from New York-LaGuardia Airport bound for Dallas, Texas, with the ultimate intended destination of San Francisco (“Flight 1380”).

19. Within twenty minutes after liftoff, the passengers heard a loud bang as if something on the aircraft had exploded, or as if the aircraft had collided with something in midair.

20. Upon information and belief, the left engine of the aircraft sustained a catastrophic failure, self-destructed, and projected metal fragments at high velocity against the fuselage and shattered a window of the aircraft.

21. Instantly, the window collapsed resulting in explosive and violent decompression of the Aircraft cabin.

22. The passenger nearest the window was sucked into the opening created by the shattered window and became lodged there.

23. The passengers experienced the Aircraft begin to fall and roll as the oxygen masks came down.
24. Debris was flying throughout the cabin, there was the smell of something burning, and passengers experienced extreme pain in their ears.
25. During the excruciating moments following the explosion, the Plaintiffs endured the horrific fear of a plane crash—suddenly and unexpectedly, they were facing death.
26. Eventually, with only one engine remaining, the pilot was able to bring the Aircraft under control and make an emergency landing at Philadelphia International Airport.
27. The engine failure caused the death of the passenger who was sucked into the window, and caused egregious damage to other passengers, including Plaintiffs.
28. As a direct result of the frightful, death-threatening Flight 1380 incident, each Plaintiff suffered severe mental, emotional and psychological injuries, including post-traumatic stress disorder, and physical injuries.
29. At all relevant times, Defendant Southwest Airlines was a common carrier engaged in the business of transporting paying passengers by air.
30. At all relevant times, Defendant Boeing was an aircraft manufacturer engaged in the business of manufacturing and selling aircraft to be used for transporting paying passengers by air.
31. Upon information and belief, at all relevant times Defendants GE Aviation Systems, LLC, Safran USA, Inc. and CFM International, Inc. (collectively “Defendant Engine Manufacturers”) were jointly engaged in the design, development, manufacture and sale of aircraft engines to be installed on aircraft used for transporting paying passengers by air.

32. Upon information and belief, the Flight 1380 aircraft was a Boeing 737-700 with the registration N772SW (the “Aircraft”), manufactured by Defendant Boeing and sold to Defendant Southwest Airlines.

33. Upon information and belief, the Aircraft was powered by CFM56-7B engines which were manufactured by Defendant Engine Manufacturers; the engines, including the engine that failed (the “Engine”) was sold to Boeing; and Boeing installed the Engine on the Aircraft that it sold to Defendant Southwest Airlines.

FIRST CAUSE OF ACTION

NEGLIGENCE AGAINST DEFENDANT SOUTHWEST AIRLINES

34. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth herein.

35. As a common carrier airline transporting passengers for a fee, Defendant Southwest Airlines had a duty to provide the highest degree of care for its passengers, whose very lives were at risk.

36. Defendant Southwest Airlines had a duty to reasonably monitor, inspect, test, service, maintain and repair the Aircraft and the Engine to keep its aircraft reasonably safe for its passengers, or to remove from service aircraft that were not reasonably safe.

37. Defendant Southwest Airlines negligently failed in its duty to provide the highest degree of care for its passengers whose lives were at risk; and further failed in its duty to provide even a reasonable degree of care for its passengers.

38. Defendant Southwest Airlines' negligently failed to reasonably monitor, inspect, test, service, maintain and repair the Aircraft and the Engine to keep its aircraft reasonably safe for its passengers, and to remove from service aircraft that were not reasonably safe.

39. Defendant Southwest Airlines' negligence was the direct and proximate cause of the engine failure and the resulting injuries and damages suffered by Plaintiffs.

40. As a direct and proximate result of the negligence of Defendant Southwest Airlines, each Plaintiff suffered, and will continue to suffer, severe mental, emotional and psychological injuries, including post-traumatic stress disorder, and physical injuries and resulting expenses, losses and damages, the amount of which is undetermined at this time.

41. Plaintiff Joe Arenas was not a passenger on Flight 1380, but he suffered the loss of consortium of his wife, Plaintiff Cindy Arenas, due to the devastating impact upon their marital relationship; and, Plaintiffs Donald Kirkland and Beverly Kirkland are, and were at all relevant times, married, and each suffered loss of consortium due to the devastating impact upon their martial relationship.

42. By reason of the foregoing, Defendant Southwest Airlines is liable to Plaintiffs for compensatory damages in a sum to be determined at trial.

SECOND CAUSE OF ACTION

BREACH OF CONTRACT (INCLUDING EXPRESS AND IMPLIED WARRANTIES)

43. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth herein.

44. As a common carrier airline transporting passengers for a fee, Defendant Southwest Airlines contracted with its passengers, including Plaintiffs, to provide air transportation with aircraft that are reasonably safe for its passengers.

45. Pursuant to its contractual obligations, including express and implied warranties, Defendant Southwest Airlines had a duty to reasonably monitor, inspect, test, service, maintain and repair the Aircraft and the Engine to keep its aircraft reasonably safe for its passengers, and to remove from service aircraft that were not reasonably safe.

46. Defendant Southwest Airlines' failed to perform pursuant to its contractual obligations, including express and implied warranties, to reasonably monitor, inspect, test, service, maintain and repair the Aircraft and the Engine to keep its aircraft reasonably safe for its passengers, and to remove from service aircraft that were not reasonably safe.

47. As a result of Defendant Southwest Airlines' breach of contract, including express and implied warranties, each Plaintiff suffered, and will continue to suffer, severe mental, emotional and psychological injuries, including post-traumatic stress disorder, and physical injuries and resulting expenses, losses and damages, the amount of which is undetermined at this time.

48. Plaintiff Joe Arenas was not a passenger on Flight 1380, but he suffered the loss of consortium of his wife, Plaintiff Cindy Arenas, due to the devastating impact upon their marital relationship; and, Plaintiffs Donald Kirkland and Beverly Kirkland are, and were at all relevant times, married, and each suffered loss of consortium due to the devastating impact upon their martial relationship.

49. By reason of the foregoing, Defendant Southwest Airlines is liable to Plaintiffs for compensatory damages in a sum to be determined at trial.

THIRD CAUSE OF ACTION
NEGLIGENCE AGAINST DEFENDANT BOEING

50. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth herein.

51. Defendant Boeing, in its business of designing, developing, manufacturing and selling aircraft, including the component engines, had a duty to assure that its aircraft were reasonably safe for the passengers flying therein, whose safety and lives are at risk; including the duty to provide warnings and safety instructions for monitoring, inspecting, testing, servicing, maintaining and repairing the aircraft, including component engines.

52. Defendant Boeing negligently failed to assure that the Aircraft and the component Engine sold to Defendant Southwest Airlines was reasonably safe; and Defendant Boeing failed to provide adequate warnings and safety instructions for monitoring, inspecting, testing, servicing, maintaining and repairing the Aircraft and the Engine for passenger safety.

53. Defendant Boeing's negligence was the direct and proximate cause of the engine failure and the resulting injuries and damages suffered by Plaintiffs.

54. As a direct and proximate result of the negligence of Defendant Boeing, each Plaintiff suffered, and will continue to suffer, severe emotional and psychological injuries, including post-traumatic stress disorder, and physical injuries and resulting expenses and damages, the amount of which is undetermined at this time.

55. Plaintiff Joe Arenas was not a passenger on Flight 1380, but he suffered the loss of consortium of his wife, Plaintiff Cindy Arenas, due to the devastating impact upon their marital relationship; and, Plaintiffs Donald Kirkland and Beverly Kirkland are, and were at all relevant

times, married, and each suffered loss of consortium due to the devastating impact upon their martial relationship.

56. By reason of the foregoing, Defendant Boeing is liable to Plaintiffs for compensatory damages in a sum to be determined at trial.

FOURTH CAUSE OF ACTION

STRICT PRODUCT LIABILITY AGAINST DEFENDANT BOEING

57. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth herein.

58. Defendant Boeing, in its business of designing, developing, manufacturing and selling aircraft, including the component engines, had a duty to assure that its aircraft were not defective and unreasonably dangerous for the passengers flying therein, whose safety and lives are at risk.

59. Defendant Boeing had the duty to provide adequate warnings and safety instructions for its customer, Defendant Southwest Airlines, to monitor, inspect, test, service, maintain and repair the Aircraft and component the Engine.

60. The Aircraft and the component Engine sold by Defendant Boeing to Defendant Southwest Airlines was defective and unreasonably dangerous in design and manufacture, and was defective and unreasonably dangerous with regard to the inadequacy of warnings and safety instructions for monitoring, inspecting, testing, servicing, maintaining and repairing the Aircraft and the Engine for passenger safety.

61. The defective and unreasonably dangerous Aircraft, including the Engine and the inadequate warnings and safety instructions, from Defendant Boeing was the direct and proximate cause of the engine failure and the resulting injuries suffered by Plaintiffs.

62. As a direct and proximate result of the foregoing, each Plaintiff suffered, and will continue to suffer, severe emotional and psychological injuries, including post-traumatic stress disorder, and physical injuries and resulting expenses and damages, the amount of which is undetermined at this time.

63. Plaintiff Joe Arenas was not a passenger on Flight 1380, but he suffered the loss of consortium of his wife, Plaintiff Cindy Arenas, due to the devastating impact upon their marital relationship; and, Plaintiffs Donald Kirkland and Beverly Kirkland are, and were at all relevant times, married, and each suffered loss of consortium due to the devastating impact upon their martial relationship.

64. By reason of the foregoing, Defendant Boeing is liable to Plaintiffs for compensatory damages in a sum to be determined at trial.

FIFTH CAUSE OF ACTION

**NEGLIGENCE AGAINST DEFENDANTS GE AVIATION SYSTEMS, SAFRAN USA,
AND CFM INTERNATIONAL**

65. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth herein.

66. Defendants GE Aviation Systems, Safran USA and CFM International (collectively “Defendant Engine Manufacturers”), in their business of designing, developing, manufacturing and selling engines for aircraft, had a duty to assure that their engines were reasonably safe for the passengers flying in aircraft powered by their engines, and whose safety and lives are at risk; including the duty to provide warnings and safety instructions for monitoring, inspecting, testing, servicing, maintaining and repairing the engines.

67. Defendant Engine Manufacturers negligently failed to assure that the Engine sold to Defendant Boeing and installed on the Aircraft Boeing sold to Southwest Airlines was reasonably safe; and it negligently failed to provide adequate warnings and safety instructions for monitoring, inspecting, testing, servicing, maintaining and repairing the Engine for passenger safety.

68. Defendant Engine Manufacturers' negligence was the direct and proximate cause of the engine failure and the resulting injuries and damages suffered by Plaintiffs.

69. As a direct and proximate result of the negligence of Defendant Engine Manufacturers, each Plaintiff suffered, and will continue to suffer, severe mental, emotional and psychological injuries, including post-traumatic stress disorder, and physical injuries and resulting expenses and damages, the amount of which is undetermined at this time.

70. Plaintiff Joe Arenas was not a passenger on Flight 1380, but he suffered the loss of consortium of his wife, Plaintiff Cindy Arenas, due to the devastating impact upon their marital relationship; and, Plaintiffs Donald Kirkland and Beverly Kirkland are, and were at all relevant times, married, and each suffered loss of consortium due to the devastating impact upon their martial relationship.

71. By reason of the foregoing, Defendant Engine Manufacturers are liable to Plaintiffs for compensatory damages in a sum to be determined at trial.

SIXTH CAUSE OF ACTION

**STRICT PRODUCT LIABILITY AGAINST DEFENDANTS GE AVIATION SYSTEMS,
SAFRAN USA, AND CFM INTERNATIONAL**

72. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth herein.

73. Defendant Engine Manufacturers, in their business of designing, developing, manufacturing and selling engines for aircraft, had a duty to assure that its engines were not defective and unreasonably dangerous for the passengers flying in aircraft powered by their engines, whose safety and lives are at risk.

74. Defendant Engine Manufacturers had the duty to provide adequate warnings and safety instructions for its ultimate customer, Defendant Southwest Airlines, to monitor, inspect, test, service, maintain and repair the Engine.

75. The Engine sold by Defendant Engine Manufacturers to Defendant Boeing and installed on the aircraft sold by Defendant Boeing to Defendant Southwest Airlines was defective and unreasonably dangerous in design and manufacture, and was defective and unreasonably dangerous with regard to the inadequacy of warnings and safety instructions for monitoring, inspecting, testing, servicing, maintaining and repairing the Engine for passenger safety.

76. The defective and unreasonably dangerous Engine and the inadequate warnings and safety instructions, from Defendant Engine Manufacturers was the direct and proximate cause of the engine failure and the resulting injuries suffered by Plaintiffs.

77. As a direct and proximate result of the foregoing, each Plaintiff suffered, and will continue to suffer, severe emotional and psychological injuries, including post-traumatic stress disorder, and physical injuries and resulting expenses and damages, the amount of which is undetermined at this time.

78. Plaintiff Joe Arenas was not a passenger on Flight 1380, but he suffered the loss of consortium of his wife, Plaintiff Cindy Arenas, due to the devastating impact upon their marital relationship; and, Plaintiffs Donald Kirkland and Beverly Kirkland are, and were at all relevant

times, married, and each suffered loss of consortium due to the devastating impact upon their martial relationship.

79. By reason of the foregoing, Defendant Engine Manufacturers are liable to Plaintiffs for compensatory damages in a sum to be determined at trial.

SEVENTH CAUSE OF ACTION
PUNITIVE DAMAGES AGAINST ALL DEFENDANTS

80. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth herein.

81. Upon information and belief, all Defendants were aware of safety concerns with the CFM56-7B engines and the imperative need for adequate monitoring, inspection, testing, service, maintenance and repair.

82. Specifically, in September 2016 Defendant Southwest Airlines experienced an engine failure of the same type (broken fan blade), on the same type engine (CFM56-7B), on the same type aircraft (Boeing 737-700), as with Flight 1380 (the “2016 Engine Failure”).

83. Upon information and belief, all Defendants were aware of the “2016 Engine Failure” and the dangerous propensity for such catastrophic engine failure, and the serious, potentially fatal, consequences resulting therefrom.

84. Upon information and belief, following the 2016 Engine Failure, the Defendant Engine Manufacturers made a meager effort to address the danger by issuing a technical bulletin urging its customers, including Defendant Southwest Airlines, to conduct more frequent ultrasonic inspections of the engine fan.

85. Upon information and belief, the Defendant Engine Manufacturers did nothing more to address the known danger inherent in the subject engines for the protection of passengers on aircraft that were powered by the subject engines.

86. Upon information and belief, Defendant Boeing did nothing to address the known danger inherent in the subject engines for the protection of passengers on aircraft it manufactured and sold that were powered by the subject engines.

87. Upon information and belief, Defendant Southwest Airlines did nothing to address the known danger inherent in the subject engines for the protection of passengers on its flights with aircraft that were powered by the subject engines.

88. Upon information and belief, Defendant Southwest Airlines failed and refused to comply with the Defendant Engine Manufacturer's bulletin, and it did not conduct ultrasonic inspections of the engine fan as urged by such bulletin.

89. Defendant Southwest Airlines' failure and refusal to comply with the Engine Manufacturer's safety bulletin, and its failure and refusal to take any action to address the known danger inherent in the subject engines, constituted willful or wanton negligence, and/or recklessness, and/or manifested a conscious disregard of the safety of its passengers, and/or conduct so reckless as to amount to such disregard.

90. Defendant Boeing's failure and refusal to take any action to address the known danger inherent in the subject engines for the safety of passengers on the aircraft it sold with the subject engines constituted willful or wanton negligence, and/or recklessness, and/or manifested a conscious disregard of the safety of its passengers, and/or conduct so reckless as to amount to such disregard.

91. Defendant Engine Manufacturers' failure and refusal to take any action to address the known danger inherent in the subject engines for the safety of passengers on aircraft powered by the subject engines it sold, other than the mere publication of a bulletin, constituted willful or wanton negligence, and/or recklessness, and/or manifested a conscious disregard of the safety of its passengers, and/or conduct so reckless as to amount to such disregard.

92. Defendant Southwest Airlines' willful, wanton and/or reckless conduct was the direct and proximate cause of the engine failure and the resulting injuries and damages suffered by Plaintiffs.

93. By reason of the foregoing, Defendant Southwest Airlines is liable to Plaintiffs for punitive damages in a sum to be determined by a jury at trial.

94. Defendant Boeing' willful, wanton and/or reckless conduct was the direct and proximate cause of the engine failure and the resulting injuries and damages suffered by Plaintiffs.

95. By reason of the foregoing, Defendant Boeing is liable to Plaintiffs for punitive damages in a sum to be determined by a jury at trial.

96. Defendant Engine Manufacturers' willful, wanton and/or reckless conduct was the direct and proximate cause of the engine failure and the resulting injuries and damages suffered by Plaintiffs.

97. By reason of the foregoing, Defendant Engine Manufacturers are liable to Plaintiffs for punitive damages in a sum to be determined by a jury at trial.

EIGHTH CAUSE OF ACTION

LOSS OF CONSORTIUM

98. Plaintiffs incorporate by reference the preceding paragraphs as if fully set forth herein.

99. Plaintiffs Joe Arenas and Cindy Arenas are, and at all relevant times were, married.

100. Plaintiff Joe Arenas has suffered, and will continue to suffer, loss of consortium, including loss of martial companionship, society, affection, support, services, assistance, conjugal fellowship, and other physical, emotional and psychological harm inflicted upon the martial relationship as a result of the Southwest Flight 1380 incident.

101. Each Defendant's actions and/or omissions as alleged herein were the direct, proximate, legal cause of the loss of consortium suffered by Plaintiff Joe Arenas.

102. Plaintiff Joe Arenas is entitled to an award for past and future loss of consortium, including loss of martial companionship, society, affection, support, services, assistance, conjugal fellowship, and other physical, emotional and psychological harm inflicted upon the martial relationship as a result of the Southwest Flight 1380 incident, and other damages according to law.

103. Plaintiffs Donald Kirkland and Beverly Kirkland are, and at all relevant times were, married.

104. Plaintiffs Donald Kirkland and Beverly Kirkland have suffered, and will continue to suffer, loss of consortium, including loss of martial companionship, society, affection, support, services, assistance, conjugal fellowship, and other physical, emotional and psychological harm inflicted upon the martial relationship as a result of the Southwest Flight 1380 incident.

105. Each Defendant's actions and/or omissions as alleged herein were the direct, proximate, legal cause of the loss of consortium suffered by Plaintiffs Donald Kirkland and Beverly Kirkland.

106. Plaintiffs Donald Kirkland and Beverly Kirkland are entitled to an award for past and future loss of consortium, including loss of martial companionship, society, affection, support, services,

assistance, conjugal fellowship, and other physical, emotional and psychological harm inflicted upon the marital relationship as a result of the Southwest Flight 1380 incident, and other damages according to law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs each demand judgment against Defendants as follows:

1. For compensatory or general damages in an amount according to proof;
2. For special and economic damages, including past and future expenses, according to proof;
3. For loss of consortium suffered by Plaintiffs Joe Arenas, Donald Kirkland and Beverly Kirkland;
4. For punitive damages;
5. For costs of suit incurred herein;
6. For such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury.

This June 19th, 2018.

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