

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.:

GABRIELLE ASSOULINE,

Plaintiff,

vs.

SOUTHWEST AIRLINES CO.,
G2 SECURE STAFF, L.L.C., and
CESAR REYES, as Supervisor at
Southwest Airlines,

Defendants.

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, GABRIELLE ASSOULINE, by and through her undersigned attorneys, and sues the Defendants, SOUTHWEST AIRLINES CO. (hereinafter "SOUTHWEST AIRLINES"), G2 SECURE STAFF, L.L.C. (hereinafter G2 SECURE STAFF'), and CESAR REYES, as Supervisor at Southwest Airlines, for damages and in support thereof would show that:

1. This is an action for damages in excess of the jurisdictional requirements of this Court, to-wit: damages in excess of \$30,000.00, exclusive of costs and interest.
2. At all times material hereto, the Plaintiff, GABRIELLE ASSOULINE, was and is a resident of Miami-Dade County, Florida.
3. At all times material hereto, the Defendant, SOUTHWEST AIRLINES, was and is a foreign profit corporation, authorized to transact the business in the State of Florida, and said Defendant maintained offices, agents and other representatives for the purpose of transacting business as a major airline and a common carrier in Broward

County, Florida.

4. At all times material hereto, the Defendant, G2 SECURE STAFF, was and is a foreign limited liability company, authorized to transact the business in the State of Florida, and said Defendant maintained offices, agents and other representatives for the purpose of transacting business as an aviation service company in Broward County, Florida.

5. At all times material hereto, the Defendant, CESAR REYES, was and is a resident of the State of Florida and was and/or is a Supervisor at Southwest Airlines, at the Ft. Lauderdale-Hollywood International Airport.

6. On February 25, 2022, Defendant, SOUTHWEST AIRLINES, had engaged the Defendant, G2 SECURE STAFF, to provide passenger wheelchair assistance for its customers at the Ft. Lauderdale-Hollywood International Airport.

7. On February 25, 2022, Plaintiff, GABRIELLE ASSOULINE, was a ticketed passenger of SOUTHWEST AIRLINES to be on Flight 1002, from Ft. Lauderdale-Hollywood International Airport to Denver, Colorado.

8. This cause of action arose in Broward County, Florida.

9. At all times material and including on February 25, 2022, the Plaintiff, GABRIELLE ASSOULINE, had requested the Defendant, SOUTHWEST AIRLINES, of the need to provide wheelchair assistance and would gate check her personal wheelchair on Flight 1002 from Ft. Lauderdale-Hollywood International Airport to Denver, Colorado.

10. On February 25, 2022, the Plaintiff, GABRIELLE ASSOULINE, was directed by the check-in / ticketing agent at the baggage counter of SOUTHWEST

AIRLINES, to further check in for wheelchair assistance on Flight 1002 at the special needs counter (now known to be the Defendant, G2 SECURE STAFF), while at the Ft. Lauderdale-Hollywood International Airport. Additionally, Plaintiff's mother, Sandra Assouline, was issued an Escort Pass by the SOUTHWEST AIRLINES agent to accompany her daughter, with mobility disabilities, in a personal wheelchair to the terminal gate.

11. On February 25, 2022, the Plaintiff, GABRIELLE ASSOULINE, was further processed by the SOUTHWEST AIRLINES agent at the boarding gate as a passenger that required safe and timely wheelchair assistance for Flight 1002.

12. At the time of the pre-board, the Plaintiff, GABRIELLE ASSOULINE, was attempting to proceed over a junction in the jet bridge while on her wheelchair and with the assistance of Defendant, CESAR REYES, when she was caused to be thrown from the wheelchair, thereby sustaining catastrophic / life altering personal injuries and the resulting damages.

COUNT I - NEGLIGENCE OF SOUTHWEST AIRLINES CO.

Plaintiff re-alleges and re-adopts paragraphs 1 through 12 above, and would further state:

13. Defendant, SOUTHWEST AIRLINES, had a duty to provide wheelchair assistance to its customers with a mobility impairment, including the Plaintiff, GABRIELLE ASSOULINE.

14. In addition, Defendant, SOUTHWEST AIRLINES, had a non-delegable duty to take reasonable measures that the wheelchair assistance would be conducted in a safe and timely manner.

15. Defendant, SOUTHWEST AIRLINES, had a duty to abide by the standard(s) inherent in the Air Carrier Access Act, 49 U.S.C.A. § 41705, and with 14 CRF Part 382 - Department of Transportation, to provide assistance to passengers with a disability as they navigate through different portions of the airport, which includes boarding assistance where the flight is departing and onto the aircraft.

16. At all times material, Defendant, SOUTHWEST AIRLINES, as a common carrier, had a duty to exercise a high standard of care and vigilance for its passengers in all aspects of the operation, maintenance, inspection, loading and was responsible for providing a safe passage during the pre-board process for passengers to board the aircraft, including the Plaintiff, GABRIELLE ASSOULINE, who required wheelchair assistance.

17. Defendant, SOUTHWEST AIRLINES, as a common carrier, had a duty to warn of dangerous conditions involving the pre-board process with wheelchair assistance and owed the Plaintiff, GABRIELLE ASSOULINE, the highest degree of care for her safety and welfare.

18. At all times material hereto, Defendant, SOUTHWEST AIRLINES, its agents, servants and/or employees, breached the aforementioned duties owed to the Plaintiff in one or more of the following ways:

- a. By negligently and carelessly rendering wheelchair assistance to the Plaintiff in the jet bridge during the pre-board process, by and through its employees, servants and/or agents.
- b. Failed to provide proper wheelchair assistance and/or instruction to the Plaintiff regarding the handling of her personal wheelchair during the pre-board process and to warn of dangers and/or hazards in the jet bridge to board the aircraft under the circumstances.

- c. Failed to properly train, instruct and supervise its employees, servants and/or agents to render proper assistance to those passengers with mobility needs that required wheelchair assistance under the circumstances.
- d. Failed to employ adequate/reasonable measures or precautions to assist passengers in need of assistance, that required wheelchair assistance during the pre-board process in the jet bridge, to board the subject flight.
- e. Failed to warn of the dangerous condition involving the use of a personal wheelchair in the jet bridge for the subject flight that Defendant, by and through its employees, servants and/or agents knew of or should have known of.
- f. Failed to properly communicate with Defendant, G2 SECURE STAFF, to provide safe and timely wheelchair assistance to the Plaintiff, GABRIELLE ASSOULINE.
- g. Defendant, SOUTHWEST AIRLINES was otherwise negligent was otherwise negligent in the mode of operations and/or policies and procedures in effect at the time and place of the Plaintiff's incident.

19. At all times material hereto Defendant, SOUTHWEST AIRLINES, a common carrier, is liable for the negligent acts of its employees, servants, agents and/or apparent agents, acting within the course and scope of their employment, in failing to timely and safely provide proper wheelchair assistance, instruction and/or warnings to the Plaintiff, GABRIELLE ASSOULINE.

20. As a direct and proximate result of the negligence of the Defendant, SOUTHWEST AIRLINES, the Plaintiff, GABRIELLE ASSOULINE, suffered catastrophic / life altering bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of medical and hospital care and treatment, suffered a loss of earnings into the future, loss of ability to earn money and aggravation of a previously existing condition. These losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, the Plaintiff, GABRIELLE ASSOULINE, demands judgment for damages against the Defendants, SOUTHWEST AIRLINES, together with costs of this action, interest and demands a jury trial of all issues triable as of right by a jury.

COUNT II - NEGLIGENCE OF G2 SECURE STAFF

Plaintiff re-alleges and re-adopts paragraphs 1 through 12 above, and would further state:

21. Defendant, G2 SECURE STAFF, had a duty to provide wheelchair assistance to the Plaintiff, GABRIELLE ASSOULINE, as a passenger of SOUTHWEST AIRLINES, who had requested special accommodations.

22. In addition, Defendant, G2 SECURE STAFF, had a duty to take reasonable measures that the wheelchair assistance and transportation would be conducted in a safe and timely manner.

23. At all times material, Defendant, G2 SECURE STAFF, while engaged by Defendant, SOUTHWEST AIRLINES, to provide wheelchair assistance to its passengers, had a duty to exercise a high standard of care and vigilance for the airline passengers in all aspects of the wheelchair operation, maintenance, inspection, loading and was responsible for providing a safe passage during the pre-board process for passengers to board the aircraft, including the Plaintiff, GABRIELLE ASSOULINE, who required wheelchair assistance.

24. Defendant, G2 SECURE STAFF, while engaged by Defendant, SOUTHWEST AIRLINES, to provide wheelchair assistance to its passengers, had a duty to warn of dangerous conditions involving the pre-board process with wheelchair

assistance and owed the Plaintiff, GABRIELLE ASSOULINE, a duty of care for her safety and welfare.

25. At all times material hereto, Defendant, G2 SECURE STAFF, its employees, servants and/or agents, breached the aforementioned duties owed to the Plaintiff in one or more of the following ways:

- a. By negligently and carelessly failing to timely render wheelchair assistance to the Plaintiff in the jet bridge during the pre-board process.
- b. Failed to provide wheelchair assistance and/or instruction to the Plaintiff regarding the handling of her personal wheelchair during the pre-board process and to warn of dangers and/or hazards in the jet bridge to board the aircraft under the circumstances.
- c. Failed to properly train, instruct and supervise its agents, servants and/or employees to render assistance and/or instruction to those passengers with mobility needs that required wheelchair assistance under the circumstances.
- d. Failed to employ adequate/reasonable measures or precautions to assist passengers in need of assistance, that required wheelchair assistance during the pre-board process in the jet bridge, to board the subject flight.
- e. Failed to warn of the dangerous condition involving the use of a personal wheelchair in the jet bridge for the subject flight that Defendant, by and through its agents, servants and/or employees knew of or should have known of.
- f. Failed to properly communicate with Defendant, Southwest Airlines, to provide safe and timely wheelchair assistance to the Plaintiff, GABRIELLE ASSOULINE.
- g. Defendant, G2 SECURE STAFF, was otherwise negligent in the mode of operations and/or policies and procedures in effect at the time and place of the Plaintiff's incident.

26. As a direct and proximate result of the negligence of the Defendant, G2 SECURE STAFF, the Plaintiff, GABRIELLE ASSOULINE, suffered catastrophic / life altering bodily injury, resulting pain and suffering, disability, disfigurement, mental

anguish, loss of capacity for the enjoyment of life, expense of medical and hospital care and treatment, suffered a loss of earnings, loss of ability to earn money into the future and/or aggravation of a previously existing condition. These losses are either permanent or continuing and Plaintiff will suffer said losses in the future.

WHEREFORE, the Plaintiff, GABRIELLE ASSOULINE, demands judgment for damages against the Defendant, G2 SECURE STAFF, together with costs of this action, interest and demands a jury trial of all issues triable as of right by a jury.

COUNT III – NEGLIGENCE OF CESAR REYES

Plaintiff re-alleges and re-adopts paragraphs 1 through 12 above, and would further state:

27. At all times material hereto, the Defendant, CESAR REYES, as a Supervisor at Southwest Airlines at the Ft. Lauderdale-Hollywood International Airport, had and owed a duty of care to the Plaintiff, GABRIELLE ASSOULINE, to conform to the recognized highest standards of care and vigilance for the airline operations and use by passengers embarking and deplaning on the subject jet bridge and for the pre-board process to ensure airline passenger safety and welfare.

28. At all times material hereto, the Defendant, CESAR REYES, knew that the Plaintiff, GABRIELLE ASSOULINE, was in a personal wheelchair and required special assistance from the gate through the jet bridge to pre-board the aircraft for the flight.

29. At all times material hereto, the Defendant, CESAR REYES, knew that the Defendant, SOUTHWEST AIRLINES, had engaged the Defendant, G2 SECURE STAFF, to provide passenger wheelchair assistance for its customers at the Ft. Lauderdale-Hollywood International Airport.

29. At all times material hereto, Defendant, CESAR REYES, breached the aforementioned duties owed to the Plaintiff in one or more of the following ways:

- a. Failed to provide proper wheelchair assistance and/or instruction to the Plaintiff regarding the handling of her personal wheelchair during the pre-board process and to warn of dangers and/or hazards in the jet bridge to board the aircraft under the circumstances.
- b. Failed to employ adequate/reasonable measures or precautions to assist passengers in need of assistance, that required wheelchair assistance during the pre-board process in the jet bridge, to board the subject flight.
- c. Failed to adequately inspect said jet bridge utilized by Southwest Airline for passengers with mobile disabilities and in a wheelchair, including the Plaintiff, to ascertain whether the jet bridge constituted a dangerous and/or hazardous condition under the circumstances.
- c. Failed to correct or adequately correct the dangerous and/or hazardous condition in the jet bridge under the circumstances, when said condition was either known by CESAR REYES or had existed for a sufficient length of time such that CESAR REYES should have known.
- d. Failed to warn the Plaintiff of the potential danger associated with the use of a personal wheelchair and/or wheelchair assistance in said jet bridge under the circumstances.
- e. Failed to properly communicate with Defendant, G2 SECURE STAFF, to provide safe and timely wheelchair assistance to the Plaintiff, GABRIELLE ASSOULINE.
- f. Defendant, CESAR REYES, was otherwise negligent as supervisor in the mode of operations and/or policies and procedures in effect at the time and place of the Plaintiff's incident.

30. As a result of the subject negligence of the Defendant, CESAR REYES, the Plaintiff, GABRIELLE ASSOULINE, suffered catastrophic / life altering bodily injury, resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity

for the enjoyment of life, expense of medical and hospital care and treatment, suffered a loss of earnings, loss of ability to earn money into the future and/or aggravation of a previously existing condition. These losses are either permanent or continuing and Plaintiff will suffer said losses in the future.

WHEREFORE, the Plaintiff, GABRIELLE ASSOULINE, demands judgment for damages according to law against the Defendant, CESAR REYES, together with costs of this action, interest and demands a jury trial of all issues triable as of right by a jury.

Dated: March 16, 2022.

LAW OFFICE OF SABAN & SOLOMON
As Counsel for Plaintiff
150 N. University Drive, Suite 200
Plantation, Florida 33324
Phone: (954) 577-2878
Fax: (954) 577-2215

/s/ Robert Solomon

ROBERT C. SOLOMON, ESQ.
Florida Bar No.: 27054
Email: Solomon@sslegalfirm.com
Email: Candace@sslegalfirm.com
Email: Siedle@sslegalfirm.com
Email: Quinn@sslegalfirm.com