

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF LOUISIANA

DEBORAH GRYMES, JOHN M. "JAY"	)	
GRYMES, III, AMY D. BERRET and	)	
JOSEPH G. BERRET, III,	)	
	)	Case No.
<i>Plaintiffs,</i>	)	
	)	
v.	)	<b>JURY TRIAL REQUESTED</b>
	)	
SOUTHWEST AIRLINES CO.,	)	
	)	
<i>Defendant.</i>	)	

**COMPLAINT**

In support of this complaint the plaintiffs state the following:

**SUBJECT MATTER JURISDICTION**

1. The plaintiffs are Louisiana citizens.
2. Defendant Southwest Airlines Co. is a Texas corporation with its principal place of business in Texas at 2702 Love Field Drive, Dallas, Texas.
3. The value of the matter in controversy exceeds the minimum diversity jurisdictional amount of \$75,000, exclusive of interest and costs.
4. Subject matter jurisdiction is based on 28 U.S.C. § 1332(a).

**PERSONAL JURISDICTION**

5. The defendant is an air carrier that regularly transacts business in Louisiana, including but not limited to, using marketing that targets customers and prospective customers in Louisiana; selling flights, vacation packages, hotels, rental cars, cruises and other products and services in Louisiana; and operating flights that depart and originate from Louisiana.

6. The defendant caused the injuries and damages to the plaintiffs described in this complaint through acts or omissions in Louisiana combined with acts or omissions outside of Louisiana while it regularly did business in Louisiana, solicited business in Louisiana, and derived revenues from services rendered in Louisiana.

7. The defendant's registered office in Louisiana is located in this district at 450 Laurel Street, 8th Floor, in Baton Rouge.

8. The defendant's principal business establishment in Louisiana is located at 900 Airline Drive, Louis Armstrong New Orleans International Airport, in Kenner.

9. This Court has *in personam* jurisdiction over the defendant pursuant to Louisiana's "Long Arm Statute," La. Rev. Stat. § 13:3201, subsections (1) through (4) and (7).

10. The defendant has sufficient contacts with Louisiana to satisfy all other legal requirements for assertion of personal jurisdiction in Louisiana.

### **VENUE**

11. The defendant regularly transacts business in this district, including but not limited to, using marketing that targets customers and prospective customers in this district; and selling flights, vacation packages, hotels, rental cars, cruises and other products and services in this district, deriving substantial revenues in this district.

12. The defendant also “contracts to supply services or things” in this district within the meaning of La. Rev. Stat. § 13:3201(2).

13. Four of the contracts for carriage that the defendant sold in this district were for the Plaintiffs Deborah Grymes, Amy D. Berret and two others to fly, on April 3, 2024, from New Orleans, Louisiana, to Orlando, Florida, on defendant’s flight 4273.

14. These four contracts for carriage were all purchased by Plaintiff Amy D. Berret.

15. Plaintiff Amy D. Berret resides in this district.

16. Plaintiff Amy D. Berret regularly receives direct marketing mail from the defendant to her house in this district.

17. Plaintiff Amy D. Berret was and is a member of defendant’s Rapid Rewards loyalty program.

18. Southwest’s Rapid Rewards loyalty program has been designed by the defendant to drive more revenue to the defendant by: (i) bringing in new customers, including new members of the loyalty program, and bringing in new holders of Southwest’s co-branded Chase Visa credit cards; (ii) increasing defendant’s business from existing customers; and (iii) strengthening the defendant’s revenues through Rapid Rewards hotel, rental car, credit card, and other partnerships.

19. Plaintiff Amy D. Berret did and does have a Southwest branded Chase Visa credit card.

20. Plaintiff Amy D. Berret used her Southwest-branded credit card to purchase the tickets for herself and the three others, all of whom reside in this district, to fly on flight 4273 on April 3, 2024.

21. The aforementioned ticket sale in this district was a substantial part of the events giving rise to the damages and other relief sought in this lawsuit.

22. Venue is appropriate in this district pursuant to 28 U.S.C. §§ 1391(b)(1), (b)(2) and/or (d).

**ALLEGATIONS APPLICABLE TO ALL CLAIMS FOR RELIEF**

23. Defendant Southwest Airlines Co. is a 14 C.F.R. Part 121 certificated air carrier that provides scheduled air transportation in the United States and near-international markets.

24. In the morning hours local time on April 3, 2024, a major cold front was traversing the southeastern United States, moving rapidly in an east-northeasterly direction.

25. That morning there was a nearly continuous squall line of rapidly developing thunderstorms associated with the major cold front that extended from east of the South Carolina coastal area for several hundred miles into the Gulf of Mexico<sup>1</sup>, oriented in a west-southwesterly direction.

26. This squall line and the rapidly developing line of thunderstorms were moving rapidly to the east-northeast.

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<sup>1</sup> After the events at issue here, the name of the Gulf of Mexico was changed to the Gulf of America pursuant to executive order.

27. The squall line, its associated thunderstorms, the direction of movement and speed of the squall line and associated thunderstorms were all obvious to the defendant's managers, dispatchers, pilots and other employees involved in preflight planning and operations of flights impacted or potentially impacted by this adverse weather including, but not limited to, flight 4273.

28. For years before April 3, 2024, the defendant's managers, dispatchers, pilots and other employees involved in preflight planning and operations of flights impacted or potentially impacted by thunderstorms understood the well-known hazards of flying into or near a thunderstorm include the possibility of severe turbulence.

29. For years before April 3, 2024, the defendant's managers, dispatchers, pilots and other employees involved in preflight planning and operations of flights impacted or potentially impacted by thunderstorms knew thunderstorms are too dangerous to penetrate or fly close to.

30. For years before April 3, 2024, the defendant's managers, dispatchers, pilots and other employees involved in preflight planning and operations of flights impacted or potentially impacted by thunderstorms knew penetration or flight close to any thunderstorm can lead to an aircraft accident and severe injuries or fatalities to those on board from several dangers, one of which is severe turbulence.

31. During the preflight planning phase of flight 4273, the westernmost tip of the squall line was located at a longitude of approximately -91.2, compared to the

longitude at Louis Armstrong New Orleans International Airport (“MSY”) of approximately -90.26.

32. During the preflight planning phase of flight 4273, the westernmost tip of the squall line was located longitudinally approximately 50 nautical miles west of MSY.

33. During the preflight planning phase of flight 4273, the flight could have been planned to fly west of the squall line to eliminate any chance of thunderstorm penetration or flight too close to any thunderstorms.

34. In the preflight planning phase, the dispatcher and pilot-in-command, who shared operational control of the aircraft at that time, chose to attempt to overfly the squall line and its associated thunderstorms instead of planning a route that would have avoided the squall line and thunderstorms.

35. In the preflight planning phase, when the dispatcher and pilot-in-command chose to attempt to overfly the squall line instead of planning a route that would have avoided the squall line and thunderstorms, they knew that the maximum permissible altitude for the Boeing 737-7CT aircraft was 41,000 feet above mean sea level.

36. The defendant’s management knew, long before April 3, 2024, that notwithstanding the known dangers of penetrating or flying too close to thunderstorms, its crews and the crews of other airlines were too often penetrating or flying too close to thunderstorms in line operations and that some of this occurred

due to management's emphasis on timely departure and minimizing fuel consumption.

37. In the preflight planning phase and thereafter, the dispatcher's and pilot-in-command's planning and flying decisions may have been influenced by defendant's management's emphasis on timely departure and minimizing fuel consumption.

38. At approximately 7:44 AM EDT on April 3, 2024, Southwest flight 4273 pushed back from Gate B9 at MSY.

39. At 7:55 AM EDT, a convective "Significant Meteorological Information" ("SIGMET") was issued by the National Weather Service, warning defendant's management, dispatchers and, pilots of cloud tops above 45,000 feet associated with the squall line.

40. Instead of reacting to this information by choosing to seek air traffic control clearance to avoid the squall line to the west, knowing that the maximum safe altitude for the aircraft was 41,000 feet and the cloud tops in the rapidly developing thunderstorms associated with the squall line could be above 45,000 feet, the crew, dispatcher and management all chose to continue flying toward the squall line intending to cross it.

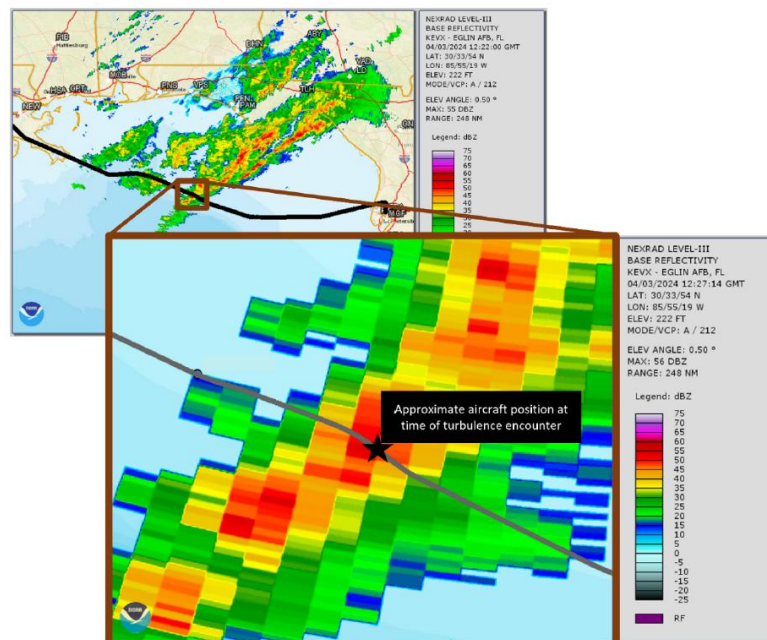
41. As the aircraft got closer and closer to the squall line, the pilots failed to direct the flight attendants to be seated, failed to let the flight attendants know they would be crossing a squall line, and failed to instruct the passengers to stay seated and not use the lavatories at that time.

42. As the aircraft got closer and closer to the squall line the flight attendants did not take seats or inform the passengers it would be dangerous to go to the lavatories at that time.

43. As the aircraft continued to approach the squall line, Plaintiff Deborah Grymes walked from her seat to the lavatory, passing by flight attendants who permitted her to continue to the lavatory instead of directing her back to her seat.

44. On April 3, 2024, at or around 8:20 AM EDT, the pilots of Southwest Airlines flight 4273 flew the Boeing 737-7CT aircraft directly into a thunderstorm in the squall line at approximately 37,000 feet above mean sea level, where it encountered severe turbulence while enroute from New Orleans, Louisiana to Orlando, Florida.

45. Weather radar imaging with the aircraft track and location overlaid is depicted in the below image prepared by the National Transportation Safety Board (NTSB):



46. The severe turbulence caused Plaintiffs Deborah Grymes, who had gone to the lavatory, and Amy D. Berret, to suffer violent personal injuries.

47. The flight into the thunderstorm and resulting turbulence encounter happened in airspace administered by the United States over the international waters of the Gulf of Mexico, triggering an emergency diversion to Tampa International Airport, where emergency medical personnel were waiting and Plaintiffs Deborah Grymes and Amy D. Berret were taken by ambulance to St. Joseph's Hospital for care and treatment of their injuries.

48. The flight into the thunderstorm and resulting turbulence encounter was avoidable through appropriate airline management, appropriate pre-flight planning by the dispatcher and pilots, and the use of proper care in flight by the pilots and flight attendants.

### **CLAIMS FOR RELIEF**

#### **COUNT I — NEGLIGENCE**

49. The plaintiffs incorporate the preceding paragraphs by reference.

50. Before April 3, 2024, the Federal Aviation Administration (FAA) published, and the defendant's management, pilots, dispatchers and other employees knew, or should have known, that thunderstorms are "too dangerous to fly through." FAA, Aviation Weather Handbook, FAA-H-8083-28 § 22.1 (2022).

51. Before April 3, 2024, the FAA published, and the defendant's management, pilots, dispatchers and other employees knew, or should have known, that "weather recognizable as a thunderstorm should be considered hazardous, as

penetration of any thunderstorm can lead to an aircraft accident and fatalities to those on board.” *Id.*

52. Before April 3, 2024, the FAA published, and the defendant’s management, pilots, dispatchers and other employees knew, or should have known, that the well-known hazards of flying into or near a thunderstorm are “low ceiling and visibility, lightning, adverse winds, downbursts, turbulence, icing, hail, rapid altimeter changes, static electricity, tornadoes, and engine water ingestion.” *Id.* at § 22.7.

53. Before April 3, 2024, the FAA published, and the defendant’s management, pilots, dispatchers and other employees knew, or should have known, “avoiding thunderstorms is the best policy.” Aeronautical Information Manual, § 7-1-27, at 7-1-62-3, item (a)(14).

54. For air carriers, thunderstorm avoidance guidance and criteria are found in air carriers’ FAA-approved Airplane Flight Manuals required by 14 C.F.R. § 121.141, and/or the air carrier’s Operations Manual required by 14 C.F.R. § 121.133.

55. Defendant’s FAA-approved Airplane Flight Manual required by 14 C.F.R. § 121.141 and in effect on April 3, 2024, is not publicly available and has not yet been produced.

56. Defendant’s FAA-approved Operations Manual required by 14 C.F.R. § 121.133 and in effect on April 3, 2024, is not publicly available and has not yet been produced.

57. On information and belief, in accordance with industry custom and practice, defendant's FAA-approved Airplane Flight and Operations Manuals contained thunderstorm-avoidance criteria.

58. On information and belief, the pilots of flight 4273 on April 3, 2024, violated the thunderstorm-avoidance criteria contained in defendant's FAA-approved Airplane Flight and/or Operations Manuals by flying too close to and penetrating a thunderstorm.

59. On information and belief, the defendant's management and training departments may have provided the crew on flight 4273, other pilots and flight attendants, and dispatchers with inadequate training relative to the company's thunderstorm avoidance criteria. Discovery is necessary to verify or refute this contention.

60. Under federal law, the duty of an air carrier is to provide service with the highest possible degree of safety in the public interest. 49 U.S.C. § 44701(d)(1)(A).

61. Similar duties are owed under state law and, if applicable, maritime law. For example, in Louisiana, common carriers owe "the highest degree of care to their passengers and the slightest negligence causing injury to a passenger will result in liability." *Galland v. New Orleans Public Service, Inc.*, 377 So. 2d 84, 85 (La. 1979).

62. In air carrier operations, the "pilot-in-command and the aircraft dispatcher are jointly responsible for the preflight planning, delay, and dispatch release of a flight in compliance with" federal law and an airline's operations specifications. 14 C.F.R. § 121.533(b).

63. Once in the air, the pilot-in-command has the ultimate authority and responsibility for the safety of the flight. 14 C.F.R. § 121.533(b).

64. Federal law prohibits operating “aircraft in a careless or reckless manner so as to endanger the life or property of another.” 14 C.F.R. § 91.13(a).

65. It was the duty of the dispatchers, pilots and other airline employees and the airline management to be aware of and follow the training they received in FAA-approved training programs at Southwest, and to observe the rules, regulations, guidelines and procedures contained in the FAA-approved manuals defendant supplied governing flight operations, aircraft flight manuals, dispatch manuals and all other manuals addressing safety of flight operations, thunderstorm avoidance and turbulence avoidance.

66. The defendant’s conduct fell below the standard of care it owed to its passengers through its employees, agents and/or servants, including but not limited to its pilots, dispatchers, flight attendants, trainers, managers and others, who breached their duties and committed one or more of the following acts or omissions that caused, in whole or in part, Southwest Airlines flight 4273 to fly directly into a thunderstorm where it encountered severe turbulence on April 3, 2024, injuring Plaintiffs Deborah Grymes and Amy D. Berret:

- a. The pilot-in-command and the aircraft dispatcher, who were jointly responsible for proper preflight planning, negligently planned to overfly the squall line instead of choosing to avoid it laterally either by choosing a different route of flight or by delaying the departure;
- b. The pilots negligently, carelessly or recklessly continued flight toward the squall line after the 7:55 AM EDT convective SIGMET warned that

the squall line cloud tops could be above 45,000 feet, which exceeded the aircraft's maximum operating altitude by nearly one mile;

- c. The pilots negligently, carelessly or recklessly continued flight toward the squall line after the 7:55 AM EDT convective SIGMET instead of requesting air traffic control clearance to avoid the squall line to the west;
- d. The pilots and/or flight attendants negligently, carelessly or recklessly continued flight toward the squall line after the 7:55 AM EDT convective SIGMET without explaining the situation to the passengers and instructing them to remain seated and belted, and not to use the restrooms, until clear of the squall line;
- e. The pilots and/or flight attendants negligently, carelessly or recklessly continued flight toward the squall line after the 7:55 AM EDT convective SIGMET without the flight attendants being seated, both for their own safety and to communicate a sense of urgency to the passengers;
- f. The pilots negligently, carelessly or recklessly violated the company's thunderstorm avoidance criteria, and therefore violated federal law, by flying too close to an avoidable squall line;
- g. The pilots negligently, carelessly or recklessly penetrated an avoidable squall line, an avoidable thunderstorm and avoidable severe turbulence;
- h. The pilots negligently, carelessly or recklessly prioritized on time departure over safety of the flight;
- i. The pilots negligently, carelessly or recklessly prioritized saving money on fuel over safety of the flight;
- j. Airline management prioritized on time departure over the safety of flight;
- k. Airline management prioritized saving money on fuel over the safety of flight; and/or
- l. Airline management negligently or recklessly tolerated its pilots penetrating and flying too close to thunderstorms over many years.

67. The thunderstorm penetration and severe turbulence encounter impacted Plaintiff Deborah Grymes violently, causing her to be thrown about the

cabin, repeatedly striking the ceiling, walls, and floor, and causing extensive injuries, including but not limited to:

- A traumatic brain injury (“TBI”);
- Multiple injuries and fractures to her cervical spine;
- Multiple injuries and fractures to her thoracic spine;
- Multiple injuries and burst fractures to her lumbar spine, causing spinal cord injuries and requiring emergency surgery followed by subsequent surgeries and procedures;
- Fractures of multiple ribs;
- Ongoing complications from her spinal cord injuries, including but not limited to bowel and urinary incontinence; and
- Severe and ongoing physical pain and emotional distress.

68. As a result of her injuries Plaintiff Deborah Grymes has a legal right to all special and general compensatory damages permitted under law, including but not limited to, past and future medical and health care, past and future medical monitoring costs, past and future loss of earnings and earning capacity, past and future pain, suffering, disability, disfigurement and emotional distress. These damages are of a continuing nature and many are permanent.

69. The thunderstorm penetration and severe turbulence encounter also impacted Plaintiff Amy D. Berret violently, causing her to suffer multiple injuries, including but not limited to: cervical spine injuries causing acute neck pain and nerve injuries, closed head injury, contusions throughout her body with pain and weakness, decreased abilities to engage in functional activities of daily living, lost range of motion, impaired mobility, physical pain, and emotional distress.

70. As a result of her injuries Plaintiff Amy D. Berret has a legal right to special and general compensatory damages permitted under law, including, but not limited to, past and future pain, suffering, disability and emotional distress. Some of damages are of a continuing nature and are permanent

WHEREFORE, Plaintiffs Deborah Grymes and Amy D. Berret each respectfully request judgment in their favor against the defendant for the full amount of her compensatory damages as determined by the jury and the court under Louisiana law, or any other applicable law, plus pre-judgment interest, costs and such other and further relief as the Court deems appropriate or otherwise permitted by law.

#### **COUNT II— LOSS OF CONSORTIUM**

71. Plaintiff John M. “Jay” Grymes III is and at all relevant times was the lawfully-wedded husband of Plaintiff Deborah Grymes.

72. Plaintiff Joseph G. Berret III is and at all relevant times was the lawfully-wedded husband of Plaintiff Amy D. Berret.

73. Plaintiffs John M. “Jay” Grymes III and Joseph G. Berret III bring derivative loss of consortium claims for relief based on the personal injuries suffered by their wives Deborah Grymes and Amy D. Berret.

74. Plaintiffs John M. “Jay” Grymes III and Joseph G. Berret III incorporate the preceding paragraphs of this complaint by reference.

75. Defendant’s negligence resulting in Plaintiff Deborah Grymes’ injuries caused John M. “Jay” Grymes III to suffer a loss of consortium including, but not

limited to, the loss of companionship and society, comfort, aid, advice and solace, material services, support and other elements that normally arise in a close, intimate and harmonious marriage relationship.

76. Defendant's negligence resulting in Plaintiff Amy D. Berret's injuries caused Joseph G. Berret III to suffer a loss of consortium including, but not limited to, the loss of companionship and society, comfort, aid, advice and solace, material services, support and other elements that normally arise in a close, intimate and harmonious marriage relationship.

77. In this count Plaintiffs John M. "Jay" Grymes III and Joseph G. Berret III claim legal relief for their derivative losses due to the injuries suffered by their wives.

WHEREFORE, Plaintiffs John M. "Jay" Grymes III and Joseph G. Berret III each respectfully request judgment in their favor against the defendant for the full amount of his compensatory damages as determined by the jury and the court, under Louisiana law, or any other applicable law, plus pre-judgment interest, costs and such other and further relief as the Court deems appropriate or otherwise permitted by law.

**COUNT III — EXEMPLARY DAMAGES UNDER TEXAS LAW**

78. Plaintiffs incorporate the preceding paragraphs of this complaint by reference.

79. Louisiana choice of law rules recognize the law of different states may apply to different issues in a case. *See e.g.* La. Civ. Code Ann. Arts. 3515 and 3542. *See also Lonzo v. Lonzo*, 231 So.3d 957 (La. App. 4 Cir 2017).

80. The wrongful conduct of defendant's flight dispatcher, defendant's flight dispatch management and defendant's management overall in this case happened in Texas at defendant's principal place of business.

81. Under Texas law, "exemplary damages may be awarded [but] only if the claimant proves by clear and convincing evidence that the harm with respect to which the claimant seeks recovery of exemplary damages results from "... gross negligence." Tex. Civ. Prac. & Rem. Code § 41.003(a).

82. For purposes of this statute, "gross negligence" is defined as "an act or omission: (A) which when viewed objectively from the standpoint of the actor at the time of its occurrence involves an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and (B) of which the actor has actual, subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others." Tex. Civ. Prac. & Rem. Code § 41.001(11).

83. The wrongful conduct of defendant's flight dispatcher, defendant's flight dispatch management and defendant's management overall in this case, and related wrongful flight management, planning and/or dispatching involving other Southwest flights that unsafely overflowed the same squall line on April 3, 2024, and of defendant's other penetrations and near penetrations of thunderstorms that defendant's

management tolerated for years before flight 4273 knowingly created a dangerous complacency among the pilots of these flights predictably resulting in more thunderstorm penetrations and flights too close to thunderstorms in violation of the rules, regulations, guidelines and procedures in effect at Southwest to prevent this from happening.

84. The defendant's management's overly-aggressive focus on controlling fuel costs and maintaining favorable on-time performance statistics, coupled with its failure to rein in systemic and unacceptable safety risks involving thunderstorm penetrations and flights too close to thunderstorms, was a cause of the turbulence encounter in this case.

85. When viewed objectively from the standpoint of defendant's flight dispatchers, defendant's flight dispatch management and defendant's overall management, tolerating and failing to prevent thunderstorm penetrations and flights too close to thunderstorms presents an extreme degree of risk, considering the probability and magnitude of the potential harm to others.

86. Defendant's flight dispatchers and management had actual, subjective awareness of the risks involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others including, but not limited to, Plaintiffs Deborah Grymes and Amy D. Berret.

87. Exemplary damages are appropriate in this case under Texas law.

88. Under Texas law "exemplary damages awarded against a defendant may not exceed an amount equal to the greater of: (1)(A) two times the amount of

economic damages; plus (B) an amount equal to any noneconomic damages found by the jury, not to exceed \$750,000; or (2) \$200,000.” Tex. Civ. Prac. & Rem. Code § 41.008(b).

89. The plaintiffs, and each of them, claim as exemplary damages the maximum amounts allowable by law.

WHEREFORE, the plaintiffs request separate judgment in favor of each of them and against the defendant for the maximum exemplary damages allowed by Texas law, or based on any other applicable law, plus pre-judgment interest, costs, attorneys’ fees and such other and further relief as the Court deems appropriate or otherwise permitted by law.

#### PLAINTIFFS DEMAND TRIAL BY JURY

Respectfully submitted,

/s/ Lorraine Andresen McCormick

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## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Deborah Grymes, John M. "Jay" Grymes, III, Amy D. Berret and Joseph G. Berret, III

(b) County of Residence of First Listed Plaintiff East Baton Rouge  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Lorraine Andresen McCormick (Local Counsel)  
McCormick & McCormick  
258 St. Joseph Street

## DEFENDANTS

Southwest Airlines Co.

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input checked="" type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 USC Section 1332

Brief description of cause:

Passenger personal injury and related claims against air carrier for avoidable thunderstorm penetration resulting in severe turbulence.

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

More than \$75,000 ☒

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

03/12/2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Lorraine Andresen McCormick

## FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
  - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.