

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

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GEORGE LATORRE,

Plaintiff,

-against-

AMERICAN AIRLINES, INC.,

Defendant.

Index No.  
Date Purchased

**SUMMONS**

Plaintiff(s) designate(s)  
New York County  
as the place of trial.

The basis of venue is  
designation of New York  
County by defendant.

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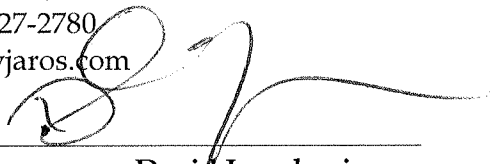
To the above named Defendant(s):

*You are hereby summoned* to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorney(s) within **twenty** days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

**Notice of Electronic Filing**  
(See Rider Annexed)

Dated: New York, New York  
October 19, 2023

**JAROSLAWICZ & JAROS PLLC**  
Attorneys for Plaintiff  
225 Broadway, 24<sup>th</sup> Floor  
New York, New York 10007  
(212) 227-2780  
dj@lawjaros.com

By:   
**David Jaroslawicz**

Defendant(s) address(es):

AMERICAN AIRLINES, INC.  
c/o Robert Isom, Corporate Secretary  
1 Skyview Drive, MD8B503  
Fort Worth, TX 76155

**Rider to Summons****NOTICE OF ELECTRONIC FILING  
(Mandatory Case)  
(Uniform Rule § 202.5-bb)****You have received this Notice because:**

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts e-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

**• If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" [below]).

**• If you are not represented by an attorney:**

**You will be served with all documents [on] paper and you must serve and file your documents [on] paper, unless you choose to participate in e-filing.**

**If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the Internet, and an e-mail address to receive service of documents.**

**The benefits of participating in e-filing include:**

- serving and file your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

**To register for e-filing or [to obtain] more information about how e-filing works:**

- visit: [www.nycourts.gov/efile-unrepresented](http://www.nycourts.gov/efile-unrepresented) or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information [www.nycourts.gov](http://www.nycourts.gov)

To find legal information to help you represent yourself visit [www.nycourthelp.gov](http://www.nycourthelp.gov)

**Information for Attorneys  
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

- 1) immediately record his or her representation within the e-filed matter on the NYSCEF site [www.nycourts.gov/efile](http://www.nycourts.gov/efile) ;  
or
- 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [nycef@nycourts.gov](mailto:nycef@nycourts.gov)).

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

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GEORGE LATORRE,

Index No.

Plaintiff,

**VERIFIED COMPLAINT**

-against-

AMERICAN AIRLINES, INC.,

Defendant.

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Plaintiff, by his attorneys, Jaroslawicz & Jaros PLLC, complaining of the defendant, upon information and belief, alleges as follows:

**THE PARTIES**

1. At all times hereinafter mentioned, plaintiff is a resident of the State of Pennsylvania.

2. At all times hereinafter mentioned, defendant is a foreign corporation, duly organized and existing under and by virtue of the laws of State of Delaware, authorized to do business and doing business in the State of New York, with New York County as its designated county.

3. At all times hereinafter mentioned, defendant is an airline company, having flights to and in the United States, and the world.

4. At all times hereinafter mentioned, defendant was and is a common carrier engaged in the business of transporting passengers for hire by air.

**THE UNDERLYING FACTS**

5. Plaintiff was on a round-trip flight to Viet Nam from New York.

6. On the return flight with American Airlines on October 9, 2023, plaintiff was seated in 33J; see boarding pass (Exhibit A).

7. Due to defendant's recklessness, carelessness and negligence, plaintiff was caused to be scalded when hot coffee was caused to be spilled on his left arm, as a result of which he suffered severe and permanent personal injuries.

8. This case is governed by the Convention for the Unification of Certain Rules for International Carriage by Air done at Montreal on May 28, 1999, ("The Montreal Convention").

9. Plaintiff's travel itinerary pursuant to the contract of carriage which forms the basis for this action was round-trip from and to the United States and a foreign country.

**AS AND FOR A FIRST CAUSE OF ACTION**

10. Defendant, by its agents, servants, representatives and/or employees, was careless, reckless and negligent in serving scalding coffee to the plaintiff in an unsafe manner; in causing and/or permitting scalding coffee to be spilled upon the plaintiff's left arm; in having coffee that was sufficiently hot so as to damage plaintiff's tattoo on his left arm; in failing to hire and retain competent personnel and employees; in failing to properly and adequately supervise, monitor and train personnel and employees; in failing to have proper and adequate policies and procedures; in refusing to permit plaintiff to purchase a business class seat with extra leg room after he had been burned; and defendant was otherwise reckless, careless and negligent.

11. As a result of plaintiff was caused to suffer severe and permanent personal injuries, including second degree to his upper left arm; blistering; peeling; bleeding; possible permanent cosmetic deformity and scarring; plaintiff's tattoo has been damaged (Exhibit B); extreme pain and suffering; emotional harm; mental anguish and distress; loss of sleep due to pain; required and will require medical care and attention; and plaintiff has been otherwise damaged, all of which damages are permanent in nature and continuing into the future.

12. As a result of the foregoing, defendant is liable to pay full, fair and reasonable damages to plaintiff under the Montreal Convention.

13. Pursuant to Article 21 of the Montreal Convention, defendant cannot meet its burden of proving that its negligence did not cause or contribute to the accident, and to plaintiff's resulting injuries.

14. Pursuant to Article 21 of the Montreal Convention, defendant cannot meet its burden of proving that plaintiff's injuries were caused solely by the acts of third parties who were not its agents or contractors or otherwise performing an essential or necessary airline function.

15. By reason of the foregoing, plaintiff is entitled to recover all of his damages from the defendant.

**AS AND FOR A SECOND CAUSE OF ACTION**

16. Plaintiff repeats, reiterates and realleges each of the foregoing allegations with the same force and effect as if more fully set forth at length herein.

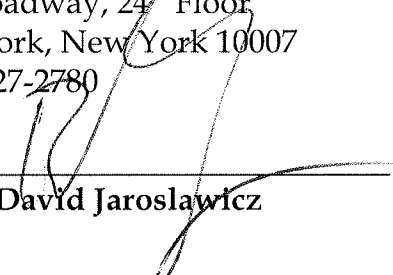
17. Defendant was reckless, careless and negligence as set forth above.

18. As a result of defendant's negligence, plaintiff was caused to suffer severe and permanent personal injuries as set forth above.

19. By reason of the foregoing, plaintiff is entitled to recover all of his damages under common law.

WHEREFORE, plaintiff demands judgment against the defendant, to recover for all of his damages, all together with the costs and disbursements of this action.

JAROSLAWICZ & JAROS PLLC  
Attorneys for Plaintiff  
225 Broadway, 24<sup>th</sup> Floor  
New York, New York 10007  
(212) 227-2780

By:   
David Jaroslawicz

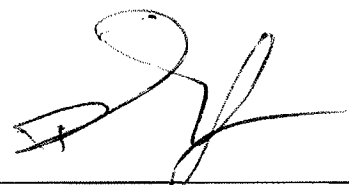
DAVID JAROSLAWICZ, a member of the firm of JAROSLAWICZ & JAROS PLLC, attorneys for the plaintiff(s) in the within action, duly admitted to practice in the Courts of the State of New York, affirms the following statements to be true under the penalties of perjury, pursuant to CPLR 2106(a).

That he has read the foregoing **Complaint** and knows the contents thereof; that the same is true to his own knowledge except as to those matters therein stated to be alleged upon information and belief, and that as to those matters, he believes them to be true.

Affiant further states that the source of his information and the grounds of his belief are derived from the file maintained in the normal course of business of the attorneys for the plaintiff(s).

Affiant further states that the reason this affirmation is not made by the plaintiff(s) is that at the time this document was being prepared, the plaintiff(s) was (were) not within the County of New York, which is the County where the attorney for the plaintiff(s) herein maintains his office.

Dated: New York, New York  
October 19, 2023



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DAVID JAROSLAWICZ