

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

AMBER VENCILL, as mother and natural guardian
of J.V., an infant under the age of sixteen and R.V.,
an infant under the age of sixteen, and
AMBER VENCILL, individually,

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.

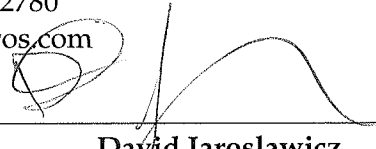
To the above named Defendant(s):

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 31, 2023

JAROSLAWICZ & JAROS PLLC
Attorneys for Plaintiff
225 Broadway, 24th 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 or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information www.nycourts.gov

To find legal information to help you represent yourself visit 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 ;
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 or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: nycef@nycourts.gov).

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

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AMBER VENCILL, as mother and natural guardian
of J.V., an infant under the age of sixteen and R.V.,
an infant under the age of sixteen, and
AMBER VENCILL, individually,

Index No.

VERIFIED COMPLAINT

Plaintiffs,

-against-

AMERICAN AIRLINES, INC.,

Defendant.

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Plaintiffs, by their 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 the mother and natural
guardian of J.V., an infant under the age of sixteen.

2. At all times hereinafter mentioned, plaintiff is the mother and natural
guardian of R.V., an infant under the age of sixteen.

3. At all times hereinafter mentioned, plaintiff and her children J.V. and R.V.
reside in Jacksonville, Florida.

4. 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.

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

6. 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

7. The two infant children live with their mother together with their mother's partner, Ted, in Jacksonville.

8. On July 30, 2022, the two infant plaintiffs were flying as unaccompanied minors with American Airlines from Missouri, where they had visited with the father, to the Syracuse, New York area to see Ted's family; see Exhibit A, trip confirmation and receipt.

9. The flight to Syracuse was not a direct flight, but had a connecting flight with a layover in Charlotte, North Carolina.

10. The original flight from Missouri to Charlotte was flight AA5302; the connecting flight from Charlotte to Syracuse was flight AA1976 (Exhibit A).

11. Plaintiff had purchased unaccompanied minor chaperone services from American Airlines for her two minor children J.V. and R.V.

12. The flight from Missouri to Charlotte was delayed.

13. The flight from Charlotte to Syracuse was delayed several times before it was finally cancelled.

14. Someone on behalf of the defendant airline called Ted because he was the person listed as the pick-up person at Syracuse, and advised him that the children would be on a flight to Syracuse the next day July 31, 2022 at 9:00 a.m.

15. In the interim, defendant sent an email to the plaintiff mother at 11:38 p.m. saying the infant plaintiffs would be on a 5:21 p.m. flight on July 31, 2022.

16. Defendant advised Ted that the two children would be in a nice room for unaccompanied minors where there were beds and their own bathroom.

17. Ted was also provided with a telephone number that was supposed to be a direct line to where the children would be.

18. Because of the conflicting information about the flight on July 31, 2022, plaintiff had no idea what flight her children would be on.

19. When plaintiff called the purported direct line, there was no response.

20. Plaintiff, not being able to get in touch with anyone, had no idea where her children were; she was unable to reach anyone from the defendant.

21. Plaintiff finally reached someone who worked at the Charlotte Airport - *not* for the defendant - who was kind enough to put plaintiff in touch with one of her children.

22. The child informed plaintiff that they had not had anything to eat or drink since the night before, not even a pretzel or snacks that are usually given out by the airline.

23. The room was freezing, and the children spent the night on a sofa with the lights on.

24. Apparently, the children had been placed in a lost children's room.

25. The kind woman, who is not employed by the defendant, finally gave the infant children some food and drinks.

26. The children managed to board the flight to Syracuse where they were picked up by Ted.

27. Plaintiff emailed the Board of Directors of American Airlines as to what had occurred. No one responded except customer relations finally notified her that the defendant was terribly sorry and would refund \$150 that had been paid for a chaperone (Exhibit B).

28. Defendant touts their unaccompanied minor service on their website "we want your child to have a safe and positive trip." See, AA website Unaccompanied Minor Policy (Exhibit C).

29. Defendant promises "In the rare case that your child needs to stay overnight because of a missed connection, we'll arrange for overnight accommodations, meals and supervision. We'll call if this occurs " (Exhibit C).

30. According to AA's own customer relations staff they know that "Every day, parents express their highest degree of confidence in us by sending their children unaccompanied on our flights. Our in-flight personnel are carefully trained to provide supervision and warm and friendly attention to these young travelers, and we work closely with all our employees to provide them with a special sense of awareness of any child traveling alone" (Exhibit B).

31. Defendant violated their own policies and procedures when they misplaced plaintiff's children. Particularly offensive is that after learning of their clear failures,

defendant merely offered a hollow apology and a refund, in essence telling plaintiff, sorry we lost your kids lady but here is your money back.

32. Upon information and belief, defendant undertook no investigation as to how this occurred, how to avoid it in the future or how to improve the unaccompanied minor service.

33. Such callous disregard for the well-being of plaintiff's children and for plaintiff who was distraught for hours worrying about her children and received no meaningful information as to her sons' whereabouts except that they were allegedly last seen at Charlotte Airport is simply shameful and plaintiffs are entitled to punitive damages.

34. The infant plaintiffs' travel itinerary pursuant to the contract of carriage which forms the basis for this action was a trip from Missouri to Syracuse, New York with a connecting flight/layover in Charlotte, North Carolina.

**AS AND FOR A FIRST CAUSE OF ACTION
ON BEHALF OF THE INFANT PLAINTIFFS**

35. Defendant, by its agents, servants, representatives and/or employees, was reckless, careless, negligent and grossly negligence in failing to safeguard the infant plaintiffs; in failing to properly supervise the infant plaintiffs; in losing the infant plaintiffs; in storing the infant plaintiffs in the lost children's room where no one told the plaintiff where they would be; in failing to follow defendant's own internal rules and policies; in breaching the contract with plaintiff by failing to have an airport escort with the infant plaintiffs; in failing to provide the infant plaintiffs with proper and adequate overnight accommodations, meals and supervision; in lying to plaintiff that the infant plaintiffs

would be in a room with a bed and taken care of; in failing to provide food and water to the infant plaintiffs overnight; in failing to take the infant plaintiffs out of the lost children room to purchase food or drinks; in failing to provide the infant plaintiffs with any blankets, pillows or accommodations for an overnight stay; in failing to advise the plaintiff that her sons would be confined to a fully lit room overnight without a bed, food or water; in confining the infant plaintiffs to a cold room akin to a jail cell without food, water or a blanket; in failing to supervise the infant plaintiffs; in failing to have efficient and sufficient personnel; in failing to provide a working telephone contact for the infant plaintiffs; in providing a telephone number to plaintiff's family that was supposed to be a direct line to the infant plaintiffs which did not work; in failing to keep plaintiff informed as to the whereabouts of her sons for several hours; in cancelling a flight after 11:30 at night knowing there were unaccompanied minors who were supposed to make that connection to another destination; in failing to timely cancel the flight so other arrangements could be made for the infant plaintiffs instead delaying the flight five (5) times before it was inevitably canceled which any rational person could have predicted hours earlier; and defendant was otherwise reckless, careless and negligent.

36. As a result of the defendant's negligence, the infant plaintiffs were caused to spend the night in a fully lit cold room on a sofa without any blankets, pillows or toiletries; have become afraid of flying and will only fly on a direct flight if necessary; fearful they would be lost or abandoned; emotional distress; ; the infant plaintiffs have been otherwise damaged, all of which damages are permanent in nature and continuing into the future.

37. As a result of the foregoing, defendant is liable to pay full, fair and reasonable damages to the infant plaintiffs.

38. By reason of the foregoing, infant plaintiffs are entitled to recover all damages from the defendant including punitive damages for defendant's callous disregard for their well-being.

**AS AND FOR A SECOND CAUSE OF ACTION
ON BEHALF OF THE PLAINTIFF MOTHER**

39. 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.

40. Defendant was reckless, careless and negligence as stated herein.

41. As a result of defendant's negligence, plaintiff mother was caused to suffer severe emotional distress; fearful her children had been injured, lost, kidnaped and/or trafficked out of Charlotte to possibly a foreign country; caused unnecessary panic and distress for hours; and plaintiff has been otherwise damaged, all of which damages are permanent in nature and continuing into the future.

42. As a result of the foregoing, defendant is liable to pay full, fair and reasonable damages to plaintiff.

43. By reason of the foregoing, plaintiff is entitled to recover all damages from the defendant, including punitive damages for defendant's callous disregard for the well-being of plaintiff's children and for plaintiff who was distraught for hours worrying about her children and received no meaningful information as to her sons' whereabouts except that they were allegedly last seen at Charlotte Airport.

**AS AND FOR A THIRD CAUSE OF ACTION
ON BEHALF OF PLAINTIFF MOTHER AND THE INFANT PLAINTIFFS**

44. 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.

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

46. As a result of defendant's negligence, plaintiff and her children were caused to suffer damages as set forth above.

47. By reason of the foregoing, plaintiff and her children are entitled to recover all damages under common law, including punitive damages for defendant's callous disregard for the well-being of plaintiff's children and for plaintiff who was distraught for hours worrying about her children and received no meaningful information as to her sons' whereabouts except that they were allegedly last seen at Charlotte Airport.

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

JAROSLAWICZ & JAROS PLLC
Attorneys for Plaintiffs
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New York, New York 10007
(212) 227-2780

By: 

David Jaroslawicz

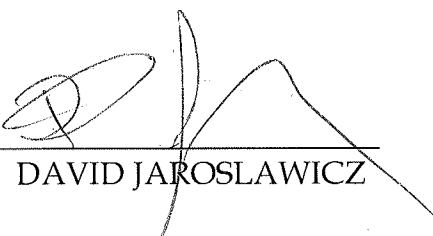
DAVID JAROSLAWICZ, a member of the firm of JAROSLAWICZ & JAROS PLLC, attorneys for the plaintiff(s) in the within action, duly admitted to practice in the Courts of the State of New York, affirms the following statements to be true under the penalties of perjury, pursuant to CPLR 2106(a).

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 31, 2023


DAVID JAROSLAWICZ