

United States District Court  
Southern District of Texas  
FILED

JUL 11 2014

David J. Bradley, Clerk of Court

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS

CARIBBEAN SUN AIRLINES, INC. d/b/a  
WORLD ATLANTIC AIRLINES, a Florida  
corporation,

Plaintiff,

CASE NO. \_\_\_\_\_

v.

TRAILBOSS ENTERPRISES, INC.,  
an Alaska corporation, and  
MARITZA IZALIA VASQUEZ, an  
individual,

Defendants.

\_\_\_\_\_ /

**PLAINTIFF'S ORIGINAL COMPLAINT**

TO THE UNITED STATES DISTRICT COURT:

COME NOW, CARIBBEAN SUN AIRLINES, INC. d/b/a WORLD ATLANTIC AIRLINES and the undersigned, complaining of TRAILBOSS ENTERPRISES, INC. and MARITZA IZALIA VASQUEZ, and would respectfully show the Court as follows:

**PARTIES, JURISDICTION, VENUE AND INTRADISTRICT ASSIGNMENT**

1. Plaintiff, CARIBBEAN SUN AIRLINES, INC. d/b/a WORLD ATLANTIC AIRLINES (hereinafter, "World Atlantic") is a Florida corporation with its principle place of business in Miami, Florida.
2. Defendant, TRAILBOSS ENTERPRISES, INC. ("Trailboss") is an Alaska Corporation with its principal place of business in Anchorage, Alaska.
3. Defendant, MARITZA IZALIA VASQUEZ ("Ms. Vasquez") is an individual that resides in Cameron County, Texas and is otherwise competent.

4. This Court has jurisdiction over the subject matter and all parties herein. This Court has subject matter jurisdiction pursuant to 28 U.S.C., § 1332, this being an Action between citizens of different states with the amount in controversy exceeding the statutory minimum of \$75,000.00, exclusive of interest and costs.

5. This Court has personal jurisdiction over Trailboss, a foreign corporation, pursuant to Tex. Civ. Prac. & Rem. Code § 17.042, since Trailboss has committed a tort, in whole or in part, in the State of Texas.

6. Venue is proper in the United States District Court for the Southern District of Texas, pursuant to 28 U.S.C. § 1391, as a substantial portion of the events and occurrences giving rise to this Action occurred in Cameron County, which is located in the Southern District of Texas.

7. Intradistrict assignment to the Brownsville Division is also proper because a substantial part of the events giving rise to World Atlantic's Action occurred in Brownsville, Texas at the Brownsville/South Padre Island International Airport.

#### **GENERAL ALLEGATIONS**

8. On or about January 14, 2014, an employee/agent of Trailboss, Ms. Vasquez, was operating a vehicle owned by and registered to Trailboss, one 1996 MCI Les Auto Bus, VIN No. 1M8PDMPA6TP047832, Texas License Plate No. U15306 ("Airport Shuttle").

9. At the time of the subject incident, the Airport Shuttle was located on the tarmac at Brownsville/South Padre Island International Airport ("Airport").

10. Also on the tarmac at the time of the incident was one McDonnell Douglas Aircraft Co. aircraft, Model MD83, US Registration No. N804WA ("Aircraft"), Manufacture Serial No. 49345 operated by World Atlantic.

11. While operating the Airport Shuttle, Ms. Vasquez collided with the parked Aircraft, slicing through its wing and causing severe structural damage thereto.

**COUNT I – NEGLIGENCE (VASQUEZ)**

12. Plaintiff World Atlantic hereby incorporates each allegation contained in paragraphs 1 through 11 as if fully set forth herein.

13. At all times material, Vasquez owed a duty to World Atlantic to use reasonable care in the operation of the Aircraft Shuttle, including the subject Aircraft.

14. Vasquez knew or should have known that her failure to use reasonable care in the operation of the Airport Shuttle would cause harm to the property of others.

15. At all times material, Vasquez breached her duty of care by negligently and carelessly operating the Airport Shuttle and causing it to collide with the parked Aircraft.

16. As a direct and proximate cause of the negligence of Vasquez, World Atlantic has sustained damages, including but not limited to:

- a. Damages to its Aircraft;
- b. Repair costs;
- c. Loss of use of its Aircraft;
- d. Parking and storage costs;
- e. Diminution in value; and
- f. Lost profits.

**COUNT II - GROSS NEGLIGENCE (VASQUEZ)**

17. Plaintiff World Atlantic hereby incorporates each allegation contained in paragraphs 1 through 11 as if fully set forth herein.

18. At all times material, Vasquez owed a duty to World Atlantic to use reasonable care in the operation of the Aircraft Shuttle, including the subject Aircraft.

19. Vasquez knew or should have known that her failure to use reasonable care in the operation of the Airport Shuttle would cause harm to the property of others.

20. In At all times material, Vasquez's conduct in the operation of the subject Airport Shuttle was so reckless and wanting in care that it constituted a conscious disregard or indifference to the rights and property of others exposed to such conduct.

21. As a direct and proximate cause of the gross negligence of Vasquez, World Atlantic has sustained damages, including but not limited to:

- g. Damages to its Aircraft;
- h. Repair costs;
- i. Loss of use of its Aircraft;
- j. Parking and storage costs;
- k. Diminution in value; and
- l. Lost profits.

**COUNT III – NEGLIGENCE (TRAILBOSS)**

22. Plaintiff World Atlantic hereby incorporates each allegation contained in paragraphs 1 through 11 as if fully set forth herein.

23. At all times material, Trailboss owed a duty to World Atlantic to use reasonable care in the operation of the Aircraft Shuttle, including the subject Aircraft.

24. Trailboss knew or should have known that its failure to use reasonable care in the operation of the Airport Shuttle would cause harm to the property of others.

25. At all times material, Trailboss breached its duty of care by negligently and carelessly operating the Airport Shuttle and causing it to collide with the parked Aircraft.

26. As a direct and proximate cause of the negligence of Trailboss, World Atlantic has sustained damages, including but not limited to:

- m. Damages to its Aircraft;
- n. Repair costs;
- o. Loss of use of its Aircraft;
- p. Parking and storage costs;
- q. Diminution in value; and
- r. Lost profits.

#### **COUNT IV - GROSS NEGLIGENCE (TRAILBOSS)**

27. Plaintiff World Atlantic hereby incorporates each allegation contained in paragraphs 1 through 11 as if fully set forth herein.

28. At all times material, Trailboss owed a duty to World Atlantic to use reasonable care in the operation of the Aircraft Shuttle, including the subject Aircraft.

29. Trailboss knew or should have known that her failure to use reasonable care in the operation of the Airport Shuttle would cause harm to the property of others.

30. At all times material, Trailboss's conduct in the operation of the subject Airport Shuttle was so reckless and wanting in care, that it constituted a conscious disregard or indifference to the rights and property of others exposed to such conduct.

31. As a direct and proximate cause of the gross negligence of Trailboss, World Atlantic has sustained damages, including but not limited to:

- s. Damages to its Aircraft;
- t. Repair costs;
- u. Loss of use of its Aircraft;
- v. Parking and storage costs;
- w. Diminution in value; and
- x. Lost profits.

**COUNT V – RESPONDEAT SUPERIOR (TRAILBOSS)**

32. Plaintiff World Atlantic hereby incorporates each allegation contained in paragraphs 1 through 11 as if fully set forth herein.

33. Trailboss is liable for the acts of its officers, agents, servants, employees, or representatives because the same did such act or thing with the full authorization or ratification of Trailboss and/or such was done in the normal routine, course and scope of Trailboss's agents, officer's, servant's, employee's, or representative's duties and or such was done for the accomplishment of the objective for which the agents, officers, servants, employees, or representatives were employed.

34. Under the common-law doctrine of respondeat superior, Trailboss is vicariously liable to World Atlantic for negligent acts, grossly negligent acts, commissions and or omissions committed by its employee/agent, Ms. Vasquez, for actions taken will in the course and scope of her employment with Trailboss.

35. As a result of the foregoing, World Atlantic has sustained damages, including but not limited to:

- a. Damages to its Aircraft;
- b. Repair costs;
- c. Loss of use of its Aircraft;
- d. Parking and storage costs;
- e. Diminution in value; and
- f. Lost profits.

**COUNT VI – NEGLIGENT ENTRUSTMENT (TRAILBOSS)**

36. Plaintiff World Atlantic hereby incorporates each allegation contained in paragraphs 1 through 11 as if fully set forth herein.

37. Trailboss entrusted the Airport Shuttle to Ms. Vasquez, who is a reckless and incompetent driver.

38. Trailboss knew or should have known that Ms. Vasquez was a reckless and incompetent driver.

39. Ms. Vasquez was negligent when she recklessly drove the Airport Shuttle into the parked Aircraft.

40. Trailboss's negligent entrustment of the Airport Shuttle to Ms. Vasquez was the proximate cause of the accident, and as a result, World Atlantic has sustained damages, including but not limited to:

- a. Damages to its Aircraft;
- b. Repair costs;
- c. Loss of use of its Aircraft;
- d. Parking and storage costs;
- e. Diminution in value; and

f. Lost profits.

**COUNT VII – NEGLIGENCE HIRING (TRAILBOSS)**

41. Plaintiff World Atlantic hereby incorporates each allegation contained in paragraphs 1 through 11 as if fully set forth herein.

42. At all times material, Trailboss owed a duty to the general public, including World Atlantic, to ascertain the qualifications and competence of every employee that it hired, including Ms. Vasquez.

43. Trailboss further owed a heightened duty to the public, given the hazardous nature of operating an Airport Shuttle vehicle that transports passengers on an international airport tarmac around commercial passenger aircraft, such as the subject Aircraft.

44. Trailboss knew or should have known that its failure to use reasonable care in the hiring of Ms. Vasquez would cause harm to the property of others.

45. At all times material, Trailboss breached its duty of care by negligently and carelessly hiring Ms. Vasquez who recklessly operated the subject Airport Shuttle.

46. As a direct and proximate cause of the negligence of Trailboss, World Atlantic has sustained damages, including but not limited to:

- a. Damages to its Aircraft;
- b. Repair costs;
- c. Loss of use of its Aircraft;
- d. Parking and storage costs;
- e. Diminution in value; and
- f. Lost profits.



**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury for all issues so triable.

**PRAYER**

For these reasons, World Atlantic respectfully requests that the Court issue citation for Defendants to appear and answer and that Plaintiff be awarded judgment against Defendants for the following:

- a. Actual damages as set forth in each count;
- b. Exemplary damages;
- c. Prejudgment and postjudgment interest;
- d. Litigation costs including court costs and reasonable attorneys' fees;
- e. All other relief to which Plaintiffs are entitled.

Respectfully submitted July 10, 2014

**GRIFFIN, SERRANO & EWING, P.A.**

Attorneys for Plaintiff  
Blackstone Building, Sixth Floor  
707 Southeast 3<sup>rd</sup> Avenue  
Fort Lauderdale, Florida 33316  
Phone: (954) 462-4002  
Fax: (954) 462-4009

*/s/ Jonathan A. Ewing*

Juan R. Serrano  
Florida Bar No. 319510  
Jonathan A. Ewing  
Florida Bar No. 040972

United States District Court  
Southern District of Texas  
FILED  
Clerk of Court  
2014

JS 4 (Rev. 12/12)

**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.)

<p><b>I. (a) PLAINTIFFS</b>                  CARIBBEAN SUN AIRLINES, INC. d/b/a WORLD ATLANTIC AIRLINES, a Florida corporation</p> <p>(b) County of Residence of First Listed Plaintiff <u>Miami-Dade County, FL</u>                  (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number)                  Jonathan A. Ewing, B.C.S.                  GRIFFIN, SERRANO &amp; EWING, P.A.; Blackstone Building, Sixth Floor;                  707 SE 3rd Ave. Fort Lauderdale, FL 33316; (954) 462-4002</p>	<p><b>DEFENDANTS</b>                  TRAILBOSS ENTERPRISES, INC., an Alaska corporation,                  MARITZA IZALIA VASQUEZ, an individual</p> <p>County of Residence of First Listed Defendant <u>Municipality of Anchorage</u>                  (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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David J. Bradley, Clerk of Court

<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> </thead> <tbody> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input checked="" type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input checked="" type="checkbox"/> 2</td> <td><input checked="" type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input checked="" type="checkbox"/> 5</td> <td><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </tbody> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input checked="" 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 checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input checked="" 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
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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)

<p><b>CONTRACT</b></p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment &amp; Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p><b>TORTS</b></p> <p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel &amp; Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input checked="" type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</p> <p><b>PERSONAL INJURY</b></p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p><b>PERSONAL PROPERTY</b></p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p><b>FORFEITURE/PENALTY</b></p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p><b>LABOR</b></p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p> <p><b>IMMIGRATION</b></p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p><b>BANKRUPTCY</b></p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p><b>PROPERTY RIGHTS</b></p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p> <p><b>SOCIAL SECURITY</b></p> <p><input type="checkbox"/> 861 HIA (1395f)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p><b>FEDERAL TAX SUITS</b></p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p><b>OTHER STATUTES</b></p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>
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**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

**VI. CAUSE OF ACTION**

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

Brief description of cause:  
Property damaged caused by vehicle collision

**VII. REQUESTED IN COMPLAINT:**

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

**DEMAND \$** 100,000,000.00

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions):

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

DATE 07/10/2014

SIGNATURE OF ATTORNEY OF RECORD \_\_\_\_\_

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_