

5. Defendant THE CITY OF CHARLOTTE (hereinafter “CITY”) is a North Carolina municipal corporation and one of the 25 largest cities within the United States. Defendant CITY – through its Aviation Department, manages and operates Charlotte Douglas International Airport, which is among the top 10 busiest airports in the world, serving approximately 178 nonstop destinations and some 46 million passengers annually. As such, the airport has operations around the clock – with arrivals and departures during the day and night.

6. The Charlotte Douglas International Airport is operated financially on a fully self-sustaining basis – with little to no support from the general revenues of Defendant CITY. Instead, revenues from airport operations defray the capital and operating costs of the airport, including the costs of CITY-furnished services. Through its management and oversight of airport operations, Defendant CITY engages in a private and proprietary function so as to render it fully liable for the damages suffered by Plaintiffs and complained of herein.

7. Upon information and belief, Defendant CITY has further waived any claim of governmental or sovereign immunity by purchasing insurance to cover the claims asserted herein.

8. Defendant, AMERICAN AIRLINES GROUP, INC. (hereinafter “AAG”), is a corporation authorized and existing under the laws of the State of Delaware with its corporate headquarters in Fort Worth, Texas. Defendant AAG operates as a holding company of its principal, wholly owned subsidiaries, which include Defendant AMERICAN AIRLINES, INC., Envoy Aviation Group, Inc., PSA Airlines, Inc. and Piedmont Airlines, Inc. At all relevant times herein, Defendant AAG conducted business in the state and availed itself of the laws of the State of North Carolina.

9. Defendant, AMERICAN AIRLINES, INC. (hereinafter “AAI”) is a wholly owned subsidiary of Defendant AAG, also authorized and existing under the laws of the State of Delaware

with its corporate headquarters in Fort Worth, Texas. Defendant AAI's primary business is that of operating a major airline carrier, providing scheduled air transportation for both passengers and cargo. At all relevant times, Defendant AAI did business in and availed itself of the laws of the State of North Carolina.

10. Together with other wholly owned subsidiaries of Defendant AAG, including but not limited to Piedmont Airlines, Inc., and other third-party regional carriers, operating as "American Eagle," AAI operates an average of nearly 6,700 daily flights to approximately 350 destinations in more than 50 countries through hubs and gateways in Charlotte, North Carolina; Chicago, Illinois; Dallas/Fort Worth, Texas; London Heathrow, United Kingdom; Los Angeles, California; Miami, Florida; New York, New York; Philadelphia, Pennsylvania; Phoenix, Arizona; and Washington, D.C.

11. The true names and capacities, whether individual, corporate, associate, partnership, or otherwise, of Defendants sued herein as JOHN DOES 1 through 20, inclusive, are unknown to Plaintiffs, who therefore sue said Defendants by their fictitious names. Plaintiffs allege that Defendants DOES 1 through 20 are in some manner responsible for their injuries and losses and are named in accordance with the provisions of N.C. Gen. Stat. § 1-166. Plaintiffs will amend their complaint to show the true names and capacities of such fictitiously named Defendants as they are ascertained.

12. Defendants AAG and AAI regularly conduct business in the State of North Carolina and recruit employees in the State of North Carolina. North Carolina State Superior Courts have general jurisdiction over this matter, as Defendant CITY is a citizen of the State, has its principal place of business in this State, and can reasonably anticipate being hailed into court in North Carolina. Therefore, this matter is not removeable, and Plaintiffs will seek sanctions for any such

improper removal. 28 U.S.C. § 1441(b)(2) (“A civil action otherwise removable solely on the basis of the jurisdiction under section 1332(a) of this title may not be removed if any of the parties in interest properly joined and served as defendants is a citizen of the State in which such action is brought.”) (emphasis added).

JURISDICTION AND VENUE

13. This Court has jurisdiction over the subject matter of Plaintiffs’ claims pursuant to N.C. Gen. Stat. §§ 7A-240 and 243.

14. Venue is proper in Mecklenburg County, North Carolina pursuant to N.C. Gen. Stat. § 1-82 as Mecklenburg County is the county of Plaintiffs’ residence and forum to the ESTATE OF KENDRICK DARELL HUDSON. It is also the county within which Defendant CITY is situated and is where Defendants AAG and AAI maintain a major U.S. airline hub.

15. Plaintiffs’ claims are brought within the applicable statute of limitations set forth in N.C. Gen. Stat. § 1-53(4) and Plaintiffs have satisfied, met or performed all conditions precedent to the filing of this action.

STATEMENT OF THE FACTS

16. On Sunday, August 11, 2019, at approximately 10:22 p.m., Plaintiff KENDRICK DARELL HUDSON was operating a luggage tug similar to the one pictured to the right at the Charlotte Douglas International Airport, near Gate E3.



17. At the time, KENDRICK DARELL HUDSON was employed by Piedmont Airlines, Inc. as a baggage handler and luggage tug driver. He was not employed by either Defendant AAG or AAI.

Photograph of an American Airlines tug similar to the Piedmont Airlines tug driven by Hudson.

18. As he operated his tug, he came across a piece of luggage that had fallen from another tug, believed to have been lost from another tug driven by an employee of Defendant AAI.

19. As he attempted to turn to avoid hitting the luggage, his tug rolled over onto its left side, pinning KENDRICK DARELL HUDSON underneath.

20. The luggage tug Plaintiff drove was owned and maintained by his employer, Piedmont Airlines, Inc. The tug was driven and serviced exclusively by employees of Piedmont Airlines, Inc. Likewise, tugs belonging to Defendants AAG and AAI are exclusively owned, operated and serviced by AAG and AAI employees.

21. Upon information and belief, the luggage tug that rolled over on Plaintiff was manufactured by Harlan Global Manufacturing and perhaps weighed as much as 6,200 pounds, with a towing capacity of some 40,000 pounds.

22. Due to the weight of the luggage tug, Plaintiff KENDRICK DARELL HUDSON suffered severe crush injuries to his abdomen, pelvis and legs and was pinned underneath the tug for a “prolonged period of time,” according to medical records from the Carolinas Medical Center. Among his injuries were also multiple fractures, including some open, to his legs.

23. According to the same records, KENDRICK DARELL HUDSON’s condition deteriorated rapidly once the tug was removed. As a result, KENDRICK DARELL HUDSON lost consciousness, and rescuers were not successful in obtaining a pulse. Despite efforts to resuscitate him for over 50 minutes prior to the transport to the hospital, KENDRICK DARELL HUDSON did not regain consciousness.

24. He was pronounced dead by doctors at the Emergency Room at the Carolinas Medical Center at approximately 11:24 p.m. that same evening.

25. Luggage tugs like the one driven by KENDRICK DARELL HUDSON have a high center of gravity and can be prone to flipping. In 2010, a similar incident occurred at Hartsfield-Jackson Atlanta International Airport, resulting in the death of a Delta Air Lines employee. Such incidents and the propensity for the tugs to roll over are known to airlines, including Defendants AAG and AAI.¹

26. Shortly following the rollover accident involving KENDRICK DARELL HUDSON, the U.S. Occupational Safety and Health Administration opened an investigation into the accident. Among other things, the investigation is believed to center on the adequacy of lighting in the area surrounding Gate E3 as well as other areas around the E Concourse.

27. For some time, baggage handlers and other airport employees have complained of near-pitch-black conditions around the E Concourse, especially surrounding Gates 30-38, which is referred to by some workers as “Death Valley.”

28. Upon information and belief, these concerns were made known to Defendants AAG, AAI and CITY prior to KENDRICK DARELL HUDSON’s death.

29. Although the rollover of KENDRICK DARELL HUDSON’s luggage tug occurred near Gate E3, it was nonetheless so dark in that area that he could not see the dropped piece of luggage in front of him until he was almost on it – too late for him to safely avoid it.

30. At all times relevant hereto, Defendants AAG, AAI and CITY shared joint control of the tarmac and grounds surrounding Gate E3, along with Piedmont Airlines, Inc. This included control over the equipment within this area, the personnel, lighting conditions, and policies relating to the handling of baggage, among other operational areas.

¹ Other accidents include the death of a Southwest baggage handler at Dulles International Airport in 2012 and an injury to a worker at the Pittsburgh International Airport in September 2014.

31. As a direct and proximate result of the acts, omissions, or series of acts and omissions of Defendants, and each of them, Plaintiffs have suffered the loss of their son and associated injuries and Plaintiff KENDRICK DARELL HUDSON suffered excruciating crushing and fatal injuries while being conscious. As such, Plaintiffs are entitled to recover from the Defendants, and each of them, all damages caused by their negligence, including all such damages allowed under North Carolina law.

FIRST CLAIM FOR RELIEF

Negligent and Wanton Conduct

(Against Defendant CITY and JOHN DOES 1-20, inclusive)

32. Plaintiffs incorporate by reference all preceding paragraphs of this Complaint as if fully set forth herein.

33. Defendant CITY owns and operates the Charlotte Douglas International Airport. Based upon information and belief, Defendant CITY, acting primarily through its Aviation Department, provides services, property, equipment and personnel to the airlines that provide service in and out of the airport. This includes Piedmont Airlines, Inc.

34. As such, Defendant CITY owes duties to the thousands of individuals who work at the airport on any given day to keep the premises in a reasonably safe condition and to avoid creating hazards or conditions that could cause serious accidents such as the one complained of herein. Among these duties, but certainly not exclusive of the ones owed to these individuals including Plaintiff KENRICK DARELL HUDSON, are:

- a. A duty to use reasonable care in protecting all persons within the vicinity of the tarmac and other common areas at the airport;

- b. A duty to ensure that conditions do not render travel on the tarmac unsafe for the various vehicles and individuals that traverse the tarmac and other open areas;
- c. A duty to furnish a workplace and/or environment free from recognized hazards that cause, could cause, or likely to cause death or serious physical harm.
- d. A duty to and reasonably inspect the adequacy of lighting on the tarmac and in areas around the gates on a routine schedule;
- e. A duty to ensure that there is adequate lighting around each of the gates of the various concourses at the airport;
- f. A duty to maintain and repair lighting equipment, including but not limited to lighting towers, owned by the airport surrounding gates are adequately lighted;
- g. A duty to timely repair and/or replace dim or burned out lights, lighting equipment and/or supplies, including bulbs; and
- h. Other duties to be discovered and proven at trial.

35. At all relevant times hereto, Defendant CITY was negligent and wanton in that the Defendant, by and through its agents, servants, representatives, and employees, in the following manner:

- a. Negligently failed to use reasonable care in protecting Plaintiff while he was within the vicinity of the tarmac and other common areas at the airport;
- b. Negligently failed to ensure that conditions were not created to render travel on the tarmac unsafe for the Plaintiff's tug and other vehicles;

- c. Negligently failed to furnish a workplace and/or environment free from recognized hazards that cause, could cause, or likely to cause death or serious physical harm.
- d. Negligently failed to timely and reasonably inspect the adequacy of lighting of the tarmac;
- e. Negligently failed to ensure that there was adequate lighting around each of the gates of the various concourses at the airport, including surrounding Gate E3;
- f. Negligently failed to maintain and repair lighting equipment, including but not limited to lighting towers, owned by the airport surrounding Gate E3;
- g. Negligently failed to timely repair and/or replace dim or burned out lights, lighting equipment and/or supplies, including bulbs; and
- h. Negligently failed to fulfill other legal duties in ways to be discovered and proven at trial.

36. Defendant CITY's acts and omissions, as described above, not only were negligent but were willful and wanton displaying a conscious and/or reckless disregard for the safety of airport personnel, including Plaintiff KENDRICK DARELL HUDSON.

37. To the extent that any of Defendant CITY's employees were responsible for causing Plaintiffs' injuries, Defendant CITY is vicariously liable for the actions of its agents, servants, representatives and employees, as well as liable for the direct negligence and wanton conduct of its own.

38. As a direct and proximate result of the acts, omissions, or series of acts and omissions of Defendant, and each of them, Plaintiffs have suffered the loss of their son and associated injuries, and Plaintiff KENDRICK DARELL HUDSON suffered excruciating crushing

and fatal injuries while being conscious. As such, Plaintiffs are entitled to recover from the Defendants, and each of them, all damages caused by their negligence, including all such damages allowed under North Carolina law.

39. To the extent that the jury finds by clear and convincing evidence that the acts, omissions, and conduct complained of by Defendant CITY, that is related to and/or a proximate cause of the subject incident and Plaintiffs' injuries constitutes willful and wanton misconduct, Plaintiffs pray for punitive damages in amount to be determined by the jury, but in any event greater than \$25,000.

SECOND CLAIM FOR RELIEF

Negligent and Wanton Conduct

(Against Defendants AAG, AAI, and JOHN DOES 1-20, inclusive)

40. Plaintiffs incorporate by reference all of the preceding paragraphs of this Complaint as if fully set forth herein.

41. Defendants AAG and AAI regularly employ baggage handlers and other employees to operate luggage tugs owned by them at the Charlotte Douglas International Airport. This includes those employees and baggage handlers who operate luggage tugs within the vicinity of the E Concourse and Gates, including Gate E3. However, such employees are separate and distinct from those of AAG's subsidiary and AAI's sister company, Piedmont Airlines, Inc.²

² Piedmont Airlines, Inc. is not a named defendant to this action due to the exclusivity of the state's workers' compensation laws. However, such exclusivity does not extend to either Piedmont Airlines, Inc.'s parent company, AAG, or its sister company, AAI, for negligence in their own regard. Should the identity of other responsible third parties becomes known, Plaintiffs intend to amend their complaint to add those, as discussed in ¶ 11.

42. Because the Concourse is home to many of AAG and AAI's flights, as well as those of their subsidiary airlines, sister airlines and third-party regional carriers, AAG and AAI's employees work on the tarmac in areas that are heavily travelled by employees of other airlines.

43. At all times, Defendants AAG and AAI owe duties to the employees of their subsidiary airlines, sister airlines and third-party regional carriers, among other airport employees, vendors and contractors, to reasonably avoid creating conditions on the tarmac that could lead to serious accidents. These duties included, but were not limited to:

- a. A duty to furnish a workplace and/or environment free from recognized hazards that cause, could cause, or are likely to cause death or serious physical harm.
- b. A duty to ensure that the areas surrounding Gate E3 and its neighboring gates are adequately lighted;
- c. A duty to ensure that light towers in the vicinity of the tarmac and gates are properly maintained and serviced to prevent accidents;
- d. A duty to ensure that their employees exercise due diligence when travelling on the tarmac, especially while handling and transporting baggage;
- e. A duty to use reasonable care to protect those persons who are within this vicinity;
- f. A duty to ensure that their employees do not speed or drive in such a manner as to cause luggage, supplies or other equipment being transported by their employees to become dislodged or tossed off of tugs and other vehicles while in transit;

- g. A duty to notify employees of the Defendant CITY as to unsafe conditions on the property, especially in areas where the CITY maintained joint control with the Defendants AAG and AAI; and
- h. Other duties to be discovered and proven at trial.

44. Defendants AAG and AAI and their agents, servants, representatives and/or employees breached these duties and acted with willful and wanton conduct in that they:

- a. Negligently failed to furnish a workplace and/or environment free from recognized hazards that cause, could cause, or are likely to cause death or serious physical harm.
- b. Negligently failed to ensure that the areas surrounding Gate E3 and its neighboring gates were adequately lighted;
- c. Negligently failed to ensure that light towers in the vicinity of the tarmac and gates were properly maintained and serviced to prevent accidents;
- d. Negligently failed to ensure that their employees exercised due diligence when travelling on the tarmac, especially while handling and transporting baggage;
- e. Negligently failed to use reasonable care to protect those persons, including Plaintiff KENDRICK DARELL HUDSON, who were within this vicinity;
- f. Negligently failed to ensure that their employees did not speed or drive in such a manner as to cause luggage, supplies or other equipment being transported by their employees to become dislodged or tossed off of tugs and other vehicles while in transit;

- g. Negligently failed to notify employees of the Defendant CITY as to unsafe conditions on the property, especially in areas where the CITY maintained joint control with the Defendants AAG and AAI; and
- h. Negligently failed to fulfill other legal duties in ways to be discovered and proven at trial.

45. As a direct and proximate result of the acts, omissions, or series of acts and omissions of Defendants, and each of them, Plaintiffs have suffered the loss of their son and associated injuries and Plaintiff KENDRICK DARELL HUDSON suffered excruciating crushing and fatal injuries while being conscious. As such, Plaintiffs are entitled to recover from the Defendants, and each of them, all damages caused by their negligence, including all such damages allowed under North Carolina law.

46. To the extent that the jury finds by clear and convincing evidence that the acts, omissions, and conduct complained of by Defendants AAG and/or AAI, that is related to and/or a proximate cause of the subject incident and Plaintiffs' injuries constitutes willful and wanton misconduct, Plaintiffs pray for punitive damages in amount to be determined by the jury, but in any event greater than \$25,000.

**DAMAGES:
WRONGFUL DEATH AND SURVIVAL**

47. Plaintiffs incorporate by reference all preceding paragraphs of this Complaint as if fully set forth herein.

48. The negligent acts and omissions of Defendants, and their agents, servants, representatives, and/or employees, as herein alleged, were a direct and proximate cause of KENDRICK DARELL HUDSON experiencing conscious physical pain and suffering and mental and physical pain and personal injury. In addition, the negligent acts and omissions of Defendants

and/or their agents, servants, representatives, and/or employees, as alleged herein, were a proximate cause of KENDRICK DARELL HUDSON's death.

49. Plaintiffs are thereby entitled to all damages allowed by N.C. Gen. Stat. § 28A-18-2(b), in an amount in excess of \$25,000.

WHEREFORE, Plaintiffs pray that they have and recover from the Defendants, jointly and severally:

1. Compensatory damages in an amount to be determined and greater than \$25,000;
2. Punitive damages against Defendants, to the extent that the jury finds by clear and convincing evidence that the conduct of any of the Defendants proximately causing and/or related to the subject injuries complained of in this action were willful and wanton in nature;
3. Costs incurred in the bringing of this Action;
4. Attorneys' fees in the bringing of this Action;
5. Pre- and post-judgment interest as provided by law;
6. A jury to hear and determine all issues of fact; and
7. Any other and further relief as the Court deems just and appropriate.

This the 11th day of December, 2019.

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