

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

Plaintiff designates Kings
County as the place
of trial.

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LIVIA ROMBOLA,

Plaintiff,

Basis of venue is
defendant, LEANNA
PERRY, residence.

-against-

SOUTHWEST AIRLINES CO. and LEANNA PERRY,

SUMMONS

Defendants.


Index No.:
Date Filed: 08-25-25

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To the above named defendants:

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 within 20 days after service of this summons (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.

Date: New York, New York
August 25, 2025

JOEL J. TURNEY, LLC

By: 
Joel J. Turney, Esq.
Attorney for the Plaintiff
40 Broad Street, 23rd Floor
New York, New York 10004
212-964-7556

Defendant's address:

SOUTHWEST AIRLINES CO.
c/o Corporation Service Company
80 State Street
Albany, New York 12207

LEANNA PERRY


Brooklyn, New York 11207-1173

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

----- X

LIVIA ROMBOLA,

VERIFIED COMPLAINT

Plaintiff,

-against-

SOUTHWEST AIRLINES CO. and LEANNA PERRY,

Index No.:

Defendants.

Date Filed: 08-25-25

----- X

Plaintiff, by her attorney JOEL J. TURNEY, LLC., as and for her verified complaint herein, alleges as follows, upon information and belief:

THE PARTIES

1. That at all times hereinafter mentioned, the plaintiff LIVIA ROMBOLA was and is a resident of the County of Johnson, City of Overland Park and State of Kansas.

2. That at all times hereinafter mentioned, the defendant SOUTHWEST AIRLINES CO. (hereinafter referred to as SOUTHWEST), was and is a foreign business corporation with its place of business in the County of Albany and State of New York, organized and existing under and by virtue of the laws of the State of New York.

3. That at all times hereinafter mentioned, defendant, LEANNA PERRY, was and is a resident of the County of Kings, City and State of New York.

4. That at all times hereinafter mentioned, the defendant SOUTHWEST, was an airline licensed to do and/or conduct business in the State of New York.

5. That at all times hereinafter mentioned, the defendant SOUTHWEST, transacted business in the State of New York.

JURISDICTION AND VENUE

6. This Court has personal jurisdiction over the Defendants pursuant to C.P.L.R. §301 and 302, because the Defendants are located in New York and reside in New York, are licensed to do business in New York and are transacting business in New York.

7. Venue is proper pursuant to C.P.L.R. §503 based on Defendant LEANNA PERRY's residence of 681 Evergreen Avenue, Brooklyn, New York.

BACKGROUND

8. That at all times herein mentioned, the defendant, SOUTHWEST, owned a commercial aircraft used to transport passengers from LaGuardia Airport to Kansas City, under flight number 779.

9. That at all times hereinafter mentioned, SOUTHWEST, operated a commercial aircraft used to transport passengers from LaGuardia Airport to Kansas City, under flight number 779.

10. That at all times hereinafter mentioned, the defendant, SOUTHWEST, managed a commercial aircraft used to transport passengers from LaGuardia Airport to Kansas City, under flight number 779.

11. That at all times hereinafter mentioned, the defendant, SOUTHWEST, maintained a commercial aircraft used to transport passengers from LaGuardia Airport to Kansas City, under flight number 779.

12. That at all times hereinafter mentioned, the defendant, SOUTHWEST, controlled a commercial aircraft used to transport passengers from LaGuardia Airport to Kansas City, under flight number 779.

13. That at all times hereinafter mentioned, the defendant, SOUTHWEST, was the lessor of a commercial aircraft used to transport passengers from LaGuardia Airport to Kansas City, under flight number 779.

14. That at all times hereinafter mentioned, the defendant, SOUTHWEST, was the lessee of a commercial aircraft used to transport passengers from LaGuardia Airport to Kansas City, under flight number 779.

15. That at all times herein mentioned, the defendant, SOUTHWEST, was under a duty to own, operate, manage, maintain, control, supervise and inspect the aforesaid aircraft and flight operation.

16. That on or about June 16, 2025, the defendant, LEANNA PERRY, was a passenger on the aircraft in the flight number 779, operated by co-defendant SOUTHWEST, departing from LaGuardia to Kansas City.

17. That on or about June 16, 2025, the plaintiff, LIVIA ROMBOLA, was a lawful passenger on the aircraft in the flight number 779, operated by co-defendant SOUTHWEST, departing from LaGuardia to Kansas City.

18. That while on board of the aforesaid aircraft preparing to depart from LaGuardia Airport, plaintiff was violently assaulted and battered by co-defendant LEANNA PERRY, including physical assault, battery, spitting, use of profanities and slurs, and required restraint by flight staff employing zip ties.

19. The aforesaid assault, battery and verbal abuse directed at the plaintiff by defendant LEANNA PERRY was captured by video recording and disseminated to the public at large via social media and other media platforms to the extreme embarrassment and ridicule of the plaintiff herein.

20. That by reason of the foregoing, the plaintiff has sustained severe emotional distress, public humiliation, reputational harm, and continuing psychological injury, aggravated and prolonged by the viral dissemination of the incident through global media and social networks.

21. That by reason of the aforesaid, the plaintiff, LIVIA ROMBOLA, was caused to sustain serious, severe and painful personal injuries, some of which are permanent and lasting in their nature; was caused to suffer great pain and anguish and may in the future continue to so suffer; and has been damaged in a sum that exceeds the jurisdictional limits of all other courts of the State of New York.

AS AND FOR THE FIRST CAUSE OF ACTION AGAINST DEFENDANT

SOUTHWEST

22. Plaintiff, LIVIA ROMBOLA, repeats and realleges each and every allegation contained in the paragraphs 1 through 21 supra as if fully set forth at length herein.

23. That defendant, SOUTHWEST, failed to timely intervene and deny entry to the assailant/defendant, LEANNA PERRY, who was visibly impaired and intoxicated.

24. That defendant, SOUTHWEST, its employee, agents, and staff, failed to act in a timely manner or prevent foreseeable misconduct, which constitutes negligence under New York tort law.

25. That defendant, SOUTHWEST, failed to protect the plaintiff from foreseeable harm including protecting her from intoxicated and unruly passenger.

26. That defendant, SOUTHWEST, violated the FAA Regulation, in allowing the boarding of an intoxicated passenger, breaching the FAA safety standards and federal law, more specifically, 14 CFR Part 121 and 49 U.S. Code Section 46504.

27. That the aforesaid occurrence was caused through and by reason of the negligence of the defendant SOUTHWEST, with no negligence on the part of the plaintiff contributing thereto.

28. That this action falls within one or more of the exceptions set forth in CPLR 1602.

AS AND FOR THE SECOND CAUSE OF ACTION AS AGAINST DEFENDANT

SOUTHWEST

29. Plaintiff, LIVIA ROMBOLA, repeats and realleges each and every allegation contained in the paragraphs 1 through 28 as if fully set forth at length herein.

30. That defendant, SOUTHWEST, allowed an intoxicated passenger to board the airplane.

31. That co-defendant, LEANNA PERRY, initially caused a disruption by rejecting an available seat near a different individual, and this behavior was observed by flight crew and could reasonably be interpreted as erratic or confrontational.

32. That despite early red flag, no supervisory intervention was made by Southwest employees to reassign LEANNA PERRY to a safe location, evaluate her fitness to travel and/or deny boarding; instead, LEANNA PERRY proceeded through the cabin and ultimately chose to sit near the plaintiff, where she then initiated a violent and unprovoked confrontation, involving physical assault, battery, spitting, and the use of slurs.

33. That defendant, SOUTHWEST, has failed to mitigate the risk, had the opportunity and duty to act before the conflict escalated.

34. That defendant, SOUTHWEST, had a duty to monitor passenger conduct during boarding and prevent confrontational individuals from creating a dangerous in-flight environment.

35. That defendant, SOUTHWEST, flight crew, who are Southwest's agents/employees, directly contributed to the plaintiff's damages, and thus the airline is vicariously liable under the respondeat superior doctrine.

36. That defendant, SOUTHWEST, is vicariously liable for the negligent actions and inactions of its employees, including flight attendants and ground personnel.

37. That this action falls within one or more of the exceptions set forth in CPLR 1602.

AS AND FOR THE THIRD CAUSE OF ACTION AS AGAINST DEFENDANT

SOUTHWEST

38. Plaintiff, LIVIA ROMBOLA, repeats and realleges each and every allegation paragraphs 1 through 37 supra, as if fully set forth at length herein.

39. That defendant, SOUTHWEST, maintained and implemented a corporate policy of unassigned seating, allowing passengers to freely choose their own seats on a first-come, first-served basis during boarding.

40. That this policy was designed, maintained, and enforced primarily for the operational and financial benefit of the defendant, SOUTHWEST, including faster turnaround times, reduced staffing burdens, and the promotion of paid early boarding services.

41. That defendant, SOUTHWEST's policy of unassigned seating was a clear departure from the industry standards of other airlines within the same industry.

42. That defendant, SOUTHWEST, open seating structure, as boarding an airplane in the confined space of an aircraft with issues of baggage storage and physical congestion together with the passengers thereof not accustomed to defendant SOUTHWEST's departure from industry standard created a foreseeable hazard of passenger conflict.

43. That defendant, SOUTHWEST, lack of proactive seat assignment directly contributed to the confrontation.

44. That defendant, SOUTHWEST's seating policy was a proximate and substantial cause of the altercation that resulted in physical and emotional harm to the plaintiff.

45. That defendant, SOUTHWEST, seating policy serves the company's financial and logistical interests, while exposing passengers to the unnecessary issue of conflict arising from the act of self seat selection.

46. That this action falls within one or more of the exceptions set forth in CPLR 1602.

**AS AND FOR THE FOURTH CAUSE OF ACTION AGAINST
DEFENDANT LEANNA PERRY**

47. Plaintiff, LIVIA ROMBOLA, repeats and realleges each and every allegation contained in the paragraphs 1 through 46 as if fully set forth at length herein.

48. That defendant, LEANNA PERRY, engaged in a course of conduct that was an intentional act which resulted in the apprehension of immediate physical contact

with the plaintiff herein, which was unauthorized, thus constituting an assault as defined by New York State Intentional Tort law.

49. That this action falls within one or more of the exceptions set forth in CPLR 1602.

50. That defendant, LEANNA PERRY, disorderly conduct engaged in violent, threatening and tumultuous behavior in the aircraft, caused emotional distress and psychological trauma to the plaintiff.

**AS AND FOR THE FIFTH CAUSE OF ACTION AGAINST
DEFENDANT LEANNA PERRY**

51. Plaintiff, LIVIA ROMBOLA, repeats and realleges each and every allegation contained in the paragraphs 1 through 50 as if fully set forth at length herein.

51. That defendant, LEANNA PERRY, engaged in a course of conduct that was an intentional act unauthorized physical contact with the plaintiff herein, thus constituting a battery as defined by New York State Intentional Tort law.

53. That this action falls within one or more of the exceptions set forth in CPLR 1602.

54. That defendant, LEANNA PERRY, disorderly conduct engaged in violent physical contact with the plaintiff, caused physical injury as well as emotional distress and psychological trauma to the plaintiff.

**AS AND FOR THE SIXTH CAUSE OF ACTION AGAINST
ALL DEFENDANTS**

55. Plaintiff, LIVIA ROMBOLA, repeats and realleges each and every allegation contained in paragraphs 1 through 54 as if fully set forth at length herein.

56. The subject occurrence was caused solely through the negligence and intentional conduct of the defendants herein without any negligence on the part of this Plaintiff contributing thereto.

57. That as a direct and foreseeable consequence of the defendant's wrongful conduct, the incident involving the plaintiff was recorded, disseminated, and widely publicized through social media platforms and online news article.

58. That the involuntary publication of the plaintiff's victimization constitutes an independent source of emotional injury.

59. That the repeated exposure to online videos, headlines, commentary and social ridicule re-traumatizes plaintiff and prolonged her recovery, including, invasion of privacy, involuntary exposure, reputational harm, professional embarrassment, and social stigma.

60. That defendants' intentional conduct and chosen corporate policies were willful, wanton and reckless, with plaintiff entitled to punitive damages under the laws of the State of New York.

61. That this action falls within one or more of the exceptions set forth in CPLR 1602.


WHEREFORE, plaintiff demands judgment against the defendants, and each of them, as follows: in the first cause of action the amount sought exceeds the jurisdictional limits of all other courts in this State; in the second cause of action the amount sought exceeds the jurisdictional limits of all other courts in this State; in the third cause of action the amount sought exceeds the jurisdictional limits of all other courts in this State; in the fourth cause of action the amount sought exceeds the

jurisdictional limits of all other courts in this State; in the fifth cause of action the amount sought exceeds the jurisdictional limits of all other courts in this State; and in the sixth cause of action the amount sought exceeds the jurisdictional limits of all other courts in this State.

Date: New York, New York
August 25, 2025

Yours, etc.

JOEL J. TURNEY, LLC

By:  _____
Joel J. Turney, Esq.
Attorney for the Plaintiff
40 Broad Street, 23rd Floor
New York, New York 10004
212-964-7556

VERIFICATION

JOEL J. TURNEY, an attorney duly admitted to practice law in the State of New York, hereby affirms the following, under the penalty of perjury:

That I am the attorney for the plaintiffs in the within action.

That I have read the foregoing Summons and Complaint and know the contents thereof; that the same is true to my own knowledge, except as to the matters therein stated to be upon information and belief; and as to those matters I believe to be true.

That the reason this verification is made by your affirmant and not by the plaintiff(s) is that plaintiff(s) are not presently within the County where your affirmant maintains his office.

That the grounds for your affirmant's belief as to all matters not stated upon my knowledge are as follows: records, reports, facts and documents contained in plaintiff(s) file maintained by your affirmant's office.

Dated: New York, New York
August 25, 2025



JOEL J. TURNEY, ESQ.

Index No.:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

LIVIA ROMBOLA,

Plaintiff,

- against -

SOUTHWEST AIRLINES CO. and LEANNA PERRY,

Defendants.

SUMMONS AND COMPLAINT

JOEL J. TURNEY, LLC
Attorney for Plaintiff
40 Broad Street, 23rd Floor
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