

**IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

**17th STREET HOTEL, LLC D/B/A FL RENAISSANCE
HOTEL FORT LAUDERDALE,**

CASE NO.: _____

Plaintiff,

v.

**SOUTHWEST AIRLINES CO., a foreign corporation, and
JADE TSOUGAS, an individual,**

Defendants.

_____ /

COMPLAINT

Plaintiff, 17th STREET HOTEL, LLC D/B/A FL RENAISSANCE HOTEL FORT LAUDERDALE, by and through undersigned counsel, sues Defendants, SOUTHWEST AIRLINES CO. (“Southwest”) and JADE TSOUGAS (“Flight Attendant”), and alleges:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a limited liability company with its principal place of business in Broward County, Florida.
2. Defendant, Southwest Airlines Co. is a foreign corporation authorized to conduct business in Florida.
3. Defendant, Jade Tsougas, is an individual who at all material times was employed by Southwest Airlines as a flight attendant and was staying at the Renaissance Hotel in Broward County, Florida, in the course and scope of her employment.
4. The damages sought exceed \$50,000, exclusive of interest, costs, and attorney’s fees, and are within the jurisdiction of this Court.
5. Venue is proper in Broward County, Florida, because the acts giving rise to this action occurred in this county.

GENERAL ALLEGATIONS

6. On or about February 1, 2025, Defendant Flight Attendant was staying in a hotel room at the Renaissance Hotel, which was paid for by her employer, Southwest Airlines.
7. The hotel room was equipped with a fire sprinkler system.

8. Further, there was a sign next to the fire sprinkler warning room occupants not to tamper with the said fire sprinkler.
9. While in the hotel room, Defendant Flight Attendant negligently interfered with the fire sprinkler.
10. As a result, the fire sprinkler was activated and discharged water, flooding the hotel room occupied by Defendant Flight Attendant and multiple other rooms in the hotel.
11. Plaintiff incurred substantial damages as a result of the sprinkler activation and subsequent flooding, including but not limited to repair costs, remediation costs, loss of use, lost profits, and related expenses.
12. Plaintiff retained an independent fire sprinkler expert who will testify that the sprinkler did not malfunction and that the cause of the discharge was tampering.

COUNT I – NEGLIGENCE (Against Defendant Flight Attendant)

13. Plaintiff realleges and incorporates paragraphs 1–11 as though fully set forth herein.
14. Defendant Flight Attendant owed Plaintiff a duty to use reasonable care while occupying the hotel room so as not to cause damage to the premises.
15. Defendant Flight Attendant breached this duty by negligently interfering with the fire sprinkler system.
16. As a direct and proximate result of Defendant’s negligence, Plaintiff suffered damages.

COUNT II – VICARIOUS LIABILITY / RESPONDEAT SUPERIOR (Against Defendant Southwest Airlines)

17. Plaintiff realleges and incorporates paragraphs 1–11 as though fully set forth herein.
18. At all relevant times, Defendant Flight Attendant was acting within the course and scope of her employment with Southwest Airlines, and her hotel stay was paid for and required by Southwest.
19. Under the doctrine of respondeat superior, Defendant Southwest Airlines is liable for the negligent acts of its employee committed within the course and scope of her employment.
20. As a direct and proximate result of Defendant Flight Attendant’s negligence, for which Southwest is vicariously liable, Plaintiff suffered damages.

COUNT III – DIRECT NEGLIGENCE (Against Southwest Airlines)

21. Plaintiff realleges and incorporates paragraphs 1–11 as though fully set forth herein.
22. Defendant Southwest Airlines had a duty to ensure its employees used reasonable care while staying at hotels provided and paid for by the airline.

23. Southwest breached this duty by failing to properly instruct or supervise its flight attendant employees regarding the use of hotel rooms and fire safety systems.

24. As a direct and proximate result, Plaintiff suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendant Southwest Airlines Co. and Jade Tsougas for damages, costs, interest, attorney fees and such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED this 22nd day of January 2026

RESPECTFULLY SUBMITTED,

/s/ Jason M. Manten

Jason M. Manten, Esq.

Bar No. 1022356

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