

CIVIL ACTION NO. _____

JEFFERSON CIRCUIT COURT
DIVISION NO. _____
HON. JUDGE _____*Electronically Filed*

GEIDY PRADO PEREZ,
AS PARENT AND NEXT FRIEND OF
N.R.P., MINOR CHILD OF ALAIN RODRIGUEZ COLINA

PLAINTIFF

v.

COMPLAINT

UNITED PARCEL SERVICE, INC.
55 Glenlake Parkway,
NE Atlanta, GA 30328

DEFENDANTS

Serve: By USPS certified mail pursuant to CR 4.01

Corporation Service Company
315 High Street
Frankfort, KY, 40601

-and-

UNITED PARCEL SERVICE CO. (AIR)
1400 North Hurstbourne Parkway,
Louisville, KY 40223

Serve: By USPS certified mail pursuant to CR 4.01

Corporation Service Company
315 High Street
Frankfort, KY, 40601

-and-

GENERAL ELECTRIC COMPANY
1 Neumann Way,
Evendale, Ohio 45215

Serve: By USPS certified mail pursuant to CR 4.01

CT CORPORATION SYSTEM
306 W Main Street, Suite 512
Frankfort, KY, 40601

-and-

BOEING COMPANY
929 Long Bridge Drive
Arlington, VA 22202

Serve: By USPS certified mail pursuant to CR 4.01

Corporation Service Company
315 High Street
Frankfort, KY, 40601

-and-

VT SAN ANTONIO AEROSPACE, INC.
9800 John Saunders Road
San Antonio, TX 78216

Serve: KENTUCKY SECRETARY OF STATE (KRS § 454.210(3)(c))
MAIL TO:
VT San Antonio Aerospace, Inc.
9800 John Saunders Road
San Antonio, TX 78216-4202

*** *** *** *** ***

Comes the Plaintiff, by and through counsel, and for her Complaint and causes of action against the Defendants, hereby states and alleges the following:

INTRODUCTION

1. On November 4, 2025, at approximately 5:14 p.m., UPS Flight 2976, a United Parcel Service cargo aircraft, taxied from UPS Worldport to Runway 17R at Louisville Muhammad Ali International Airport, carrying more than 38,000 gallons of jet fuel for its scheduled flight to Honolulu, Hawaii. As the MD-11F accelerated down the runway, its left wing erupted in flames. Moments later, the engine attached to the burning wing detached as the aircraft lifted off. The MD-11F climbed to roughly 100 feet above ground level before crashing to the ground and skidding through an industrial district just south of the airport, destroying everything in its path. Multiple

explosions followed, sending massive plumes of fire and smoke into the air, which took more than 30 hours to get under control. As a result of this crash, the three crew members aboard the plane and twelve people on the ground were fatally injured. At least twenty-three individuals on the ground were injured.



(Source: AFP)

PARTIES, JURISDICTION, AND VENUE

A. Geidy Prado Perez, Parent and Next Friend of N.R.P. (Minor Daughter of Alain Rodriguez Colina, Deceased)

2. On November 4, 2025, Alain Rodriguez Colina (“Alain”) was 50 years old. He was a Kentucky citizen residing in Jefferson County.

3. In the late afternoon/early evening of November 4, 2025, Alain was working at Grade A Auto Parts, a business adjacent to the Louisville Muhammad Ali International Airport.

4. UPS MD-11F aircraft N259UP, taking off from SDF on flight 2976, crashed into the industrial district where Alain was located, causing a large explosion and engulfing the area in

fire.

5. Alain was severely burned in the explosion and was transported to the intensive care unit at University of Louisville Hospital. He remained alive for nearly two months before passing away on Christmas Day, December 25, 2025.

6. Alain is survived by one minor child, N.R.P.

7. Geidy Prado Perez (“Plaintiff”) is the natural mother and guardian of N.R.P., minor daughter of Alain, and brings this independent claim on N.R.P.’s behalf.

8. Pursuant to KRS 411.135, the Plaintiff is the proper party to present N.R.P.’s claim for loss of parental consortium resulting from Alain’s death.

9. Plaintiff brings this action on behalf of N.R.P. for all damages that may be sought for her, separate and distinct from those that would be held by a personal representative of Alain’s estate.

B. Defendants

10. At all times relevant to this action, UNITED PARCEL SERVICE, INC. (hereinafter “UPS”) was a corporation formed under the law of the State of Delaware with its principal place of business located at 55 Glenlake Parkway, N.E., Atlanta, Georgia 30328. UPS Air Cargo Services operated the subject aircraft.

11. At all relevant times to this action, UNITED PARCEL SERVICE CO. (AIR) (hereinafter “UPS AIR”) was a corporation formed under the law of the State of Delaware with its principal place of business located at 1400 North Hurstbourne Parkway, Louisville, Kentucky, 40223.

12. UPS AIR operates as the UPS Airlines entity, domiciled in Delaware, licensed to do business in Kentucky, and with its principal physical operations in Louisville.

13. UPS AIR operates UPS's cargo airline. It holds the FAA 14 C.F.R. Part 121 certificate for UPS Airlines (the operator of UPS flights) and employs its crew and personnel.

14. Upon information and belief, UPS AIR was and remains the registered owner and operator of the subject aircraft.

15. UPS AIR's principal place of business is in Louisville, KY, at the company's global air cargo hub, Worldport.

16. The scale of operations at UPS Worldport, where UPS AIR is based, is massive. UPS Airlines owns more than 275 planes and leases more than 200. Three hundred or more flights take off and land at Worldport each day.

17. UPS Airlines operates as a functionally independent division with its own president, workforce, and operational structure in Louisville. Its management team is based in Louisville, with autonomous operational decision-making from Louisville. Aircraft maintenance and engineering expertise are centralized in Louisville, global operations coordination is managed from Louisville's Global Operations Center, and a large pilot and aircraft maintenance workforce based in Louisville reports to Louisville management.

18. UPS AIR is led by Bill Moore, UPS Airlines President, who oversees global air operations, UPS Worldport, 3,200+ pilots, aircraft maintenance, and fleet grounding.

19. Moore previously served as President of UPS Aircraft Maintenance and Engineering, where he oversaw safety, regulatory performance, fleet reliability, and aircraft performance. He recently proclaimed that "Louisville is the heart of our global air network."

20. UPS Worldport is Defendant UPS's central global air hub. It is a 5.2 million-square-foot facility where 12,000 employees process more than 2,000,000 packages each day. It houses two 275,000-square-foot aircraft hangars. The facility can accommodate up to 125 aircraft at any

given time and sees more than 300 takeoffs and landings each day.

21. Operational functions at the Global Operations Center for UPS AIR and worldwide UPS Airlines flight operations include, but are not limited to, aircraft routing decisions, flight and maintenance crew assignments, and real-time global operations coordination. The airline's primary asset (aircraft fleet), primary workforce (pilots), and primary operations (Worldport) are concentrated in Louisville.

22. The union representing airline pilots (IPA) is headquartered in Louisville, where operational management is based.

23. UPS AIR's Chief Pilot, Alyse Adkins, is based in Louisville, as are UPS AIR's Assistant Chief Pilot, Vice President of Flight Operations & Safety, Director of Maintenance, President of Aircraft Maintenance and Engineering, Managing Director of Safety, and Director of Labor - Aircraft Maintenance.

24. Upon information and belief, at all times relevant herein, UPS aircraft maintenance protocols were set in Louisville, fleet reliability was managed from Louisville, inspection intervals were determined in Louisville, and component decisions were made in Louisville.

25. In November 2025, UPS Airlines President Bill Moore, in Louisville, made a global decision to ground an entire MD-11 fleet (26-plus aircraft, more than 9 percent of the total UPS-owned Air fleet).

26. Upon information and belief, UPS AIR is the primary airline operating under an FAA 14 CFR Part 121 air carrier certificate.

27. Upon information and belief, this certificate is overseen by UPS's dedicated Certificate Management Office (CMO) in Louisville, Kentucky.

28. At all times relevant to this action, GENERAL ELECTRIC COMPANY

(hereinafter “GE”) was a corporation formed under the law of the State of New York, with its principal place of business at 1 Neumann Way, Evendale, Ohio 45215. GE designed and/or manufactured the engines on this aircraft.

29. At all times relevant to this action, THE BOEING COMPANY (hereinafter “BOEING”) was a corporation formed under the law of the State of Delaware. Boeing is the successor to McDonnell Douglas, which designed and manufactured the UPS MD-11F aircraft and holds the airworthiness type certificate for this aircraft.

30. At all times relevant to this action, VT SAN ANTONIO AEROSPACE, INC. (hereinafter “VT SAA”) was a corporation formed under the laws of the State of Texas with its principal place of business located at 9800 John Saunders Road, San Antonio, TX 78216. On information and belief, VT SAA performed maintenance and repair work on the aircraft in the weeks before the crash.

C. Jurisdiction and Venue

31. The incident giving rise to this action occurred in Jefferson County, Kentucky, and the damages exceed this Court’s jurisdictional limits.

32. The Court has personal jurisdiction over each Defendant, including those not residing in Kentucky, pursuant to KRS § 454.210, because each meets the statutory definition of a “person.” These claims arise from each Defendant’s actions “directly or by an agent,” including regularly transacting and/or soliciting business in the Commonwealth, deriving substantial revenue from goods used or consumed or services rendered in the Commonwealth, contracting to supply goods or services in the Commonwealth, causing injury by an act or omission in the Commonwealth, and causing injury in the Commonwealth by an act or omission outside the Commonwealth.

33. Venue is proper in Jefferson County because Plaintiff's and Decedent's injuries, including death, arose in this County and because at least some part of Defendants' wrongful conduct occurred in Jefferson County.

FACTS COMMON TO ALL COUNTS

34. The UPS Flight 2976 crash is only the latest catastrophe involving the MD-11F, which, upon information and belief, has the second-worst safety record of any commercial aircraft still in service. In 2009, two MD-11Fs suffered major crashes, including a fatal crash involving a FedEx MD-11F in Tokyo.

35. The MD-11 is a three-engine widebody passenger airplane originally manufactured by McDonnell Douglas, which subsequently merged with Boeing. The MD-11F is the freighter version of the MD-11.

36. The subject aircraft, registered as N259UP (referenced herein as "aircraft"), was a 34-year-old McDonnell Douglas MD-11F with manufacturer serial number 48417. The aircraft was initially delivered to Thai Airways International in 1991 as HS-TME. It was later converted to a cargo configuration and delivered to UPS in 2006. At the time of the crash, the aircraft had accumulated about 92,992 hours and 21,043 cycles.

37. The aircraft was equipped with three CF6-80C2D1F engines, designed and manufactured by GE.

38. The left and right engines of the MD-11 airplane are attached to the underside of pylons that are in turn attached to the bottom of each wing. The center engine is attached to the base of the vertical stabilizer. The left and right pylons each attach to their respective wing via a forward mount bulkhead, a thrust link assembly, and an aft mount bulkhead. The forward mount bulkhead contains two vertically aligned spherical bearings (upper and lower) that attach to the wing.

39. The thrust link assembly, located immediately behind the forward mount bulkhead's lower spherical bearing, primarily transmits thrust loads. The pylon aft mount bulkhead is an assembly of two independent fittings bolted together, with forward and aft lugs that house a single spherical bearing. A wing clevis on the underside of each wing connects to the pylon aft mount bulkhead via attachment hardware.

40. The aircraft was maintained under a continuous airworthiness maintenance program. Defendant VT SAA performed maintenance on the aircraft in San Antonio, Texas, from September 3, 2025, through October 18, 2025, according to flight logs. During this period, the aircraft underwent maintenance for significant structural issues, including a crack in the center wing fuel tank and corrosion on structural components. The 24-month/4,800-hour lubrication task for the pylon thrust links and pylon spherical bearings was last completed on October 18, 2025.

41. Following its return to duty on October 19, 2025, the aircraft made trips departing from and/or arriving in Louisville, Tampa, Oakland, New York, Dallas, Portland, Seattle, and Ontario, where it sat between October 31 and November 3, 2025.

42. On November 4, 2025, after a brief round-trip to Baltimore, the aircraft was loaded and, at some point, assigned to flight 5X2976 to Honolulu. This would be the first time the aircraft had flown the direct, 9+ hour Honolulu trip since May 2025. All other non-Honolulu trips made by the aircraft in 2025 had a flight time under 5 hours.

43. At or around 5:07 p.m., UPS Flight 2976 taxied from UPS Worldport to Runway 17R at Louisville Muhammad Ali International Airport (SDF), laden with more than 38,000 gallons of jet fuel and weighing more than 250,000 pounds, for its scheduled flight to Honolulu, Hawaii. At or around 5:11 p.m. on November 4, 2025, UPS Flight 2976 received takeoff clearance from the SDF air traffic control tower, and the flight crew acknowledged the clearance.

44. At or around 5:14 p.m., as UPS Flight 2976 accelerated down Runway 17R, the aircraft initiated its takeoff roll but reached only 30 feet above ground level (according to the flight data recorder) or 100 feet above ground level (according to ADS-B data) before the left engine and pylon separated from the wing. A fire ignited near the left pylon attachment to the wing, which continued until ground impact.

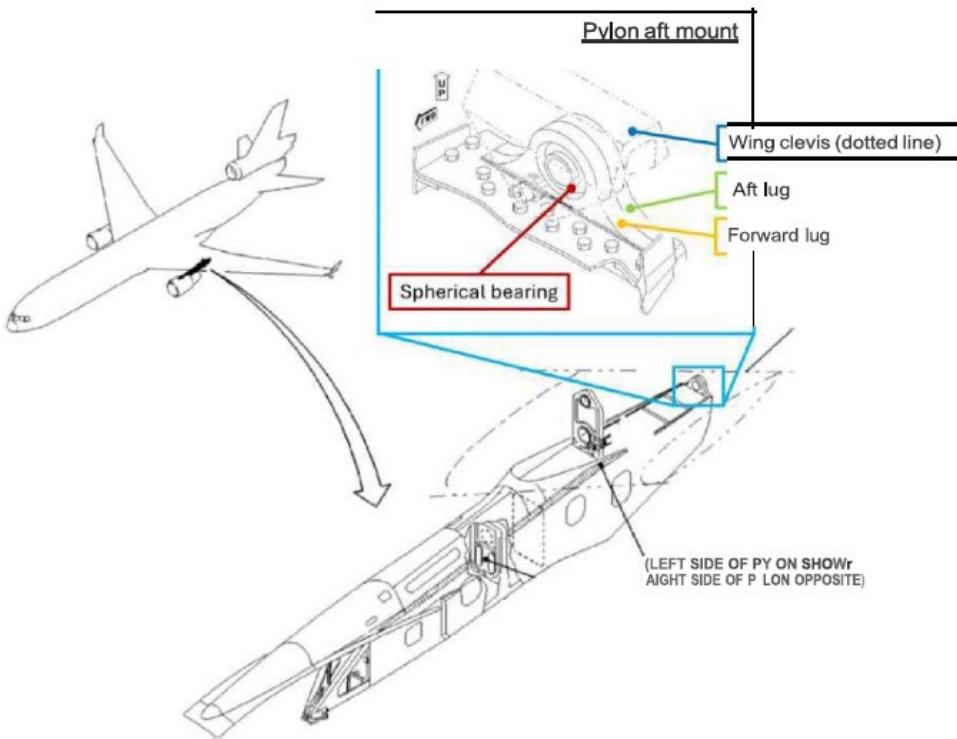


(Source: NTSB)

45. The left engine landed intact along the right side of Runway 17R, along with the left pylon, including its forward and aft mount bulkheads, fragments of engine fan blades, and separated pieces from the left engine. The bulk of the left engine pylon was still attached to the left engine when the engine separated from the wing.

46. The right engine remained attached to the right-wing pylon, both of which were found at the crash site. The right-wing pylon-to-wing forward and aft mount bulkheads separated

from the right-wing pylon but were found about 87 feet from the right engine. The right pylon aft mount bulkhead remained attached to the right-wing clevis.



The pylon-to-wing mount diagram, with the inset image showing details of the pylon aft mount bulkhead connection to the wing clevis. (Source: Boeing, edited by NTSB).

47. The aircraft cleared the runway fence at the back of the airfield, but the left main landing gear struck the roof of a UPS Supply Chain Solutions warehouse at the southern edge of the airport. The aircraft then struck a storage yard and two additional buildings, including a petroleum recycling facility in an industrial district just south of the airport.

48. The cockpit voice recorder (CVR) from UPS Flight 2976 shows that the crew completed their standard checklists and briefings in preparation for the flight. The takeoff roll was uneventful through the various speed callouts.

49. The CVR audio also revealed that approximately 37 seconds after the crew called for takeoff thrust, a repeating bell was heard, which persisted until the end of the recording, 25

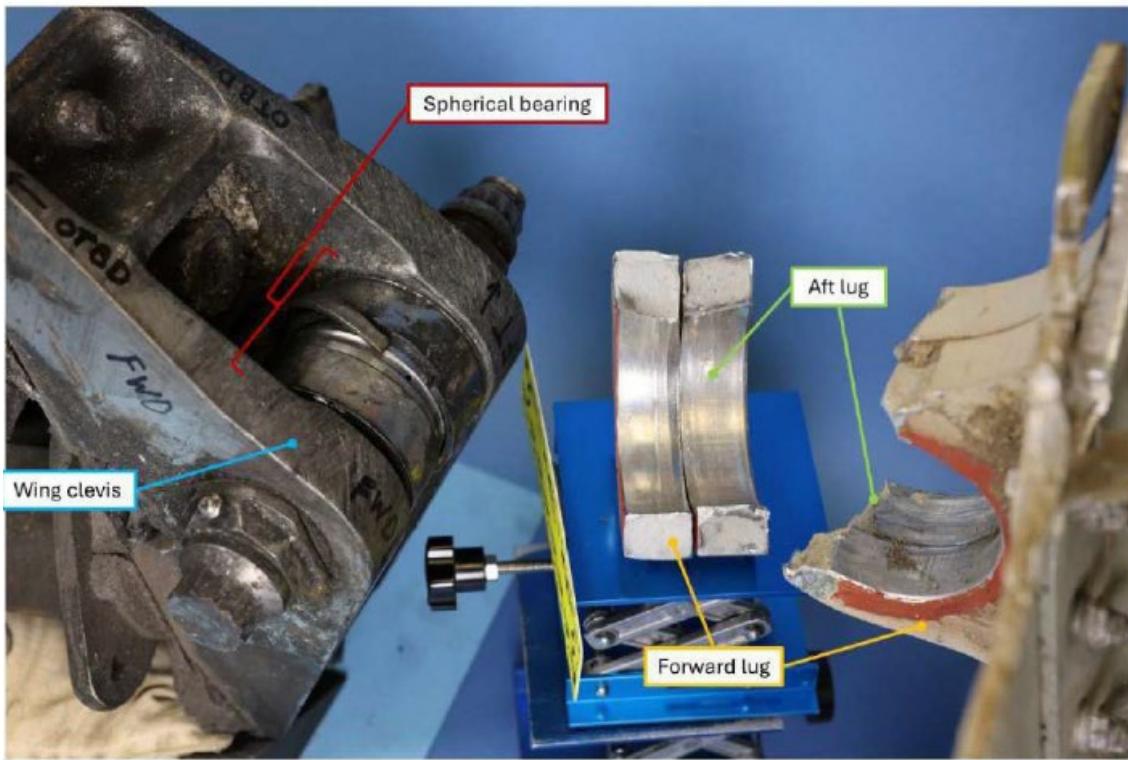
seconds later. During that time, the crew was engaged in efforts to control the aircraft before the crash.

50. Alain was present as an employee at a business in the industrial district where the aircraft crashed at the time of the incident.

51. The crash of UPS Flight 2976 acted like a bomb, igniting more than 38,000 gallons of jet fuel and combustible materials in surrounding locations. These combustibles included oils at the nearby petroleum recycling company. The ensuing post-impact fire took more than 30 hours to get under control.

52. Alain was severely burned in the post-impact fire and devastation caused when the aircraft struck the industrial district just south of the airport.

53. The left pylon aft mount, fractured lugs from the left pylon aft mount, and the left-wing clevis (containing the aft mount spherical bearing and attachment hardware) were retained for further examination at the NTSB Materials Laboratory. The right pylon aft mount and wing clevis assembly, as well as two engine fan blade fragments found on runway 17R, were also retained for further examination at the NTSB Materials Laboratory.



(Source: NTSB)

54. After initial cleaning of the fracture surfaces, examination of the left pylon aft mount lug fractures revealed evidence of fatigue cracks in addition to areas of overstress failure. On the aft lug, fatigue cracks were observed on both the inboard and outboard fracture surfaces at the intersection of the aft lug bore and the aft lug's forward face. On the forward lug's inboard fracture surface, fatigue cracks were observed along the lug bore. On the forward lug's outboard fracture surface, the fracture consisted entirely of overstress with no indications of fatigue cracking. The forward top flange of the aft mount assembly was examined for deformation or pre-existing fractures, but none were found. The spherical bearing was removed from the wing clevis for further evaluation.



The spherical bearing and attachment hardware were removed from the left wing clevis. (Source: NTSB).

55. On November 7, 2025, Boeing issued a statement recommending that operators of the MD-11F suspend flight operations while additional engineering analysis is performed.

56. On November 8, 2025, the Federal Aviation Administration (FAA) issued Emergency Airworthiness Directive (AD) 2025-23-51, grounding all Model MD-11 and MD-11F airplanes because the agency determined that the unsafe condition present in the UPS Flight 2976 crash is likely to exist or develop on other products of the same design type.

57. On December 25, 2025, Alain passed away from injuries sustained in the devastating November 4, 2025, crash.

COUNT I – UPS – LOSS OF CONSORTIUM SECONDARY TO NEGLIGENCE / WRONGFUL DEATH

58. Plaintiff reincorporates and realleges each of the paragraphs above as though fully set forth herein.

59. At all times relevant, Defendant UPS was engaged in the business of transportation

and logistics, including cargo aircraft operations, for the commercial transport of freight.

60. As an operator of aircraft in the national airspace system, UPS owed a duty to exercise reasonable care in the operation, maintenance, inspection, and control of its aircraft to prevent unnecessary risks of harm to persons and property on board and on the ground.

61. Defendant UPS knew or reasonably should have known that the UPS MD-11F aircraft used on UPS Flight 2976 was in disrepair or otherwise dangerous and unsafe.

62. Defendant UPS breached its duty of reasonable care in one or more of the following ways:

- a. Operated the UPS MD-11F aircraft when it was not in an airworthy condition;
- b. Allowed the aircraft to fly despite defects or unsafe conditions affecting the left wing, left engine, or related components of the aircraft Defendant knew or should have known about; and/or
- c. Created a dangerous condition by implementing inadequate maintenance, inspection, or operational procedures, and/or failing to follow the procedures it had in place, thereby allowing unsafe conditions to persist.

63. Defendant UPS negligently, recklessly, wantonly, carelessly, maliciously, and/or unlawfully failed to exercise reasonable care in the maintenance, inspection, repair, and/or operation of the MD-11F aircraft used on UPS Flight 2976 and/or its component parts and/or component products, including but not limited to the left wing, left engine, and fixtures, components, and products used or intended to be used to secure the engine on board UPS Flight 2976, and in its decision to operate the MD-11F aircraft used on UPS Flight 2976 despite its knowledge of alerts and/or defects with the aircraft, thereby creating an unreasonable risk of harm to Plaintiff's Decedent and others.

64. As a direct and legal result of the negligent, reckless, malicious, unlawful and/or wrongful acts and/or omissions of Defendant UPS, the left engine on UPS Flight 2976 detached from the aircraft's left wing and caused the injuries, including death, as alleged herein.

65. On or about November 4, 2025, Decedent Alain Rodriguez Colina died as a direct and proximate result of the negligent acts and omissions of Defendant, including but not limited to the failure to maintain the MD-11F used during UPS Flight 2976 safely.

66. Plaintiff Geidy Prado Perez is the natural mother and next friend of N.R.P., the minor son of Decedent Alain Rodriguez Colina. She brings this independent claim on N.R.P.'s behalf pursuant to KRS 411.135 for loss of parental consortium resulting from the death of Alain.

67. As a result of Defendant's wrongful conduct, Decedent suffered fatal injuries, causing her death, and N.R.P., as Decedent's minor child, has sustained loss of parental consortium under Kentucky law.

68. Plaintiff, on behalf of N.R.P., seeks all damages to which N.R.P. is entitled under common law and KRS 411.135 for N.R.P.'s loss of parental consortium, including but not limited to the loss of Decedent's love, affection, companionship, care, guidance, protection, nurturing, and society, and all other elements of consortium recognized for N.R.P.'s claim arising from the death of her father, Alain Rodriguez Colina.

COUNT II – UPS AIR – LOSS OF CONSORTIUM SECONDARY TO NEGLIGENCE / WRONGFUL DEATH

69. Plaintiff reincorporates and realleges each of the paragraphs above as though fully set forth herein.

70. Defendant UPS AIR, at all times relevant, was an air carrier engaged in the business of operating cargo aircraft for the commercial transport of freight.

71. At all times relevant hereto, UPS AIR was the registered owner and operator of the

aircraft.

72. As an operator of aircraft in the national airspace system, UPS AIR owed a duty to exercise reasonable care in the operation, maintenance, inspection, and control of its aircraft to prevent unnecessary risks of harm to persons and property on board and on the ground.

73. Defendant UPS AIR knew or reasonably should have known that the UPS MD-11F aircraft used on UPS Flight 2976 was in disrepair or otherwise dangerous and unsafe.

74. Defendant UPS AIR breached its duty of reasonable care in one or more of the following ways:

- a. Operated the UPS MD-11F when it was not in an airworthy condition;
- b. Allowed the aircraft to fly despite defects or unsafe conditions affecting the left wing, left engine, or related components of the aircraft Defendant knew or should have known about; and/or
- c. Created a dangerous condition by implementing inadequate maintenance, inspection, or operational procedures, and/or failing to follow the procedures it had in place, thereby allowing unsafe conditions to persist.

75. Defendant UPS AIR negligently, recklessly, wantonly, carelessly, maliciously, and/or unlawfully failed to exercise reasonable care in the maintenance, inspection, repair, and/or operation of the MD-11F aircraft used on UPS Flight 2976 and/or its component parts and/or component products, including but not limited to the left wing, left engine, and fixtures, components, and products used or intended to be used to secure the engine on board UPS Flight 2976, and in its decision to operate the MD-11F aircraft used on UPS Flight 2976 despite its knowledge of alerts and/or defects with the aircraft, thereby creating an unreasonable risk of harm to Plaintiff's Decedent and others.

76. As a direct and legal result of the negligent, reckless, malicious, unlawful and/or wrongful acts and/or omissions of Defendant UPS AIR, the left engine on UPS Flight 2976 detached from the aircraft's left wing and caused the injuries, including death, as alleged herein.

77. Plaintiff Geidy Prado Perez is the natural mother and next friend of N.R.P., the minor son of Decedent Alain Rodriguez Colina. She brings this independent claim on N.R.P.'s behalf pursuant to KRS 411.135 for loss of parental consortium resulting from the death of Alain.

78. As a result of Defendant's wrongful conduct, Decedent suffered fatal injuries, causing her death, and N.R.P., as Decedent's minor child, has sustained loss of parental consortium under Kentucky law.

79. Plaintiff, on behalf of N.R.P., seeks all damages to which N.R.P. is entitled under common law and KRS 411.135 for N.R.P.'s loss of parental consortium, including but not limited to the loss of Decedent's love, affection, companionship, care, guidance, protection, nurturing, and society, and all other elements of consortium recognized for N.R.P.'s claim arising from the death of her father, Alain Rodriguez Colina.

COUNT III – GE – LOSS OF CONSORTIUM SECONDARY TO NEGLIGENCE / WRONGFUL DEATH

80. Plaintiff reincorporates and realleges each of the paragraphs above as though fully set forth herein.

81. Defendant GE, at all times relevant, was a corporation engaged in the business of designing, manufacturing, and providing maintenance and support services for aircraft engines used in commercial cargo operations.

82. As a manufacturer of aircraft engines in the national airspace system, GE owed a duty to exercise reasonable care in the maintenance, inspection, and support services for its CF6 engines to prevent unnecessary risks of harm to persons and property in the aircraft and on the

ground.

83. Defendant GE knew or reasonably should have known that the CF6 engines on UPS Flight 2976 were in disrepair or otherwise dangerous and unsafe.

84. Defendant GE breached its duty of reasonable care in one or more of the following ways:

- a. Failed to employ safe methods to adequately design, manufacture, maintain, and/or operate the CF6 engines on UPS Flight 2976 to ensure that catastrophic failures did not occur; and
- b. Created a dangerous condition by implementing inadequate maintenance, inspection, or operational procedures, and/or failing to follow the procedures it had in place, thereby allowing unsafe conditions to persist.

85. Defendant GE negligently, recklessly, wantonly, carelessly, maliciously, and/or unlawfully failed to exercise reasonable care in the manufacturing, maintenance, inspection, repair, and/or service of the CF6 engines on UPS Flight 2976 and/or their component parts and/or component products, including but not limited to the left wing, left engine, and fixtures, components, and products used or intended to be used to secure the engine on board UPS Flight 2976, thereby creating an unreasonable risk of harm to Plaintiff's Decedent and others.

86. As a direct and legal result of the negligent, reckless, malicious, unlawful and/or wrongful acts and/or omissions of Defendant GE, the left engine on UPS Flight 2976 detached from the aircraft's left wing and caused the injuries, including death, as alleged herein.

87. Plaintiff Geidy Prado Perez is the natural mother and next friend of N.R.P., the minor son of Decedent Alain Rodriguez Colina. She brings this independent claim on N.R.P.'s behalf pursuant to KRS 411.135 for loss of parental consortium resulting from the death of Alain.

88. As a result of Defendant's wrongful conduct, Decedent suffered fatal injuries, causing her death, and N.R.P., as Decedent's minor child, has sustained loss of parental consortium under Kentucky law.

89. Plaintiff, on behalf of N.R.P., seeks all damages to which N.R.P. is entitled under common law and KRS 411.135 for N.R.P.'s loss of parental consortium, including but not limited to the loss of Decedent's love, affection, companionship, care, guidance, protection, nurturing, and society, and all other elements of consortium recognized for N.R.P.'s claim arising from the death of her father, Alain Rodriguez Colina.

COUNT IV – BOEING – LOSS OF CONSORTIUM SECONDARY TO NEGLIGENCE / WRONGFUL DEATH

90. Plaintiff reincorporates and realleges each of the paragraphs above as though fully set forth herein.

91. Defendant BOEING, at all times relevant, was a corporation engaged in the business of designing, manufacturing, selling, and supporting commercial cargo aircraft.

92. As a supplier and manufacturer of aircraft in the national airspace system, BOEING owed a duty to exercise reasonable care in the maintenance, inspection, and support of its aircraft to prevent unnecessary risks of harm to persons and property aboard the aircraft and on the ground.

93. Defendant BOEING knew or reasonably should have known that the UPS MD-11F aircraft used on UPS Flight 2976 was in disrepair or otherwise dangerous and unsafe.

94. Defendant BOEING breached its duty of reasonable care in one or more of the following ways:

- a. Failed to employ safe methods to adequately design, manufacture, maintain, and/or operate the MD-11F aircraft to prevent catastrophic failures;
- b. Created a dangerous condition by implementing inadequate maintenance, inspection,

or operational procedures, or by failing to follow the procedures it had in place, thereby allowing unsafe conditions to persist; and/or

c. Failed to provide sufficient warnings or notifications to operators and crew members to address the risk of catastrophic failure, despite knowledge of that risk.

95. Defendant BOEING negligently, recklessly, wantonly, carelessly, maliciously, and/or unlawfully failed to exercise reasonable care in the manufacturing, maintenance, inspection, repair, and/or service of the MD-11F aircraft used on UPS Flight 2976 and/or its component parts and/or component products, including but not limited to the left wing, left engine, and fixtures, components, and products used or intended to be used to secure the engine on board UPS Flight 2976, thereby creating an unreasonable risk of harm to Plaintiff's Decedent and others.

96. As a direct and legal result of the negligent, reckless, malicious, unlawful and/or wrongful acts and/or omissions of Defendant BOEING, the left engine on UPS Flight 2976 detached from the aircraft's left wing and caused the injuries, including death, as alleged herein.

97. Plaintiff Geidy Prado Perez is the natural mother and next friend of N.R.P., the minor son of Decedent Alain Rodriguez Colina. She brings this independent claim on N.R.P.'s behalf pursuant to KRS 411.135 for loss of parental consortium resulting from the death of Alain.

98. As a result of Defendant's wrongful conduct, Decedent suffered fatal injuries, causing her death, and N.R.P., as Decedent's minor child, has sustained a loss of parental consortium under Kentucky law.

99. Plaintiff, on behalf of N.R.P., seeks all damages to which N.R.P. is entitled under common law and KRS 411.135 for N.R.P.'s loss of parental consortium, including but not limited to the loss of Decedent's love, affection, companionship, care, guidance, protection, nurturing, and society, and all other elements of consortium recognized for N.R.P.'s claim arising from the death

of her father, Alain Rodriguez Colina.

**COUNT V – VT SAA – LOSS OF CONSORTIUM SECONDARY TO NEGLIGENCE /
WRONGFUL DEATH**

100. Plaintiff reincorporates and realleges each of the paragraphs above as though fully set forth herein.

101. Defendant VT SAA, at all times relevant, was an engineering and aerospace company that provided maintenance and repair services to UPS-owned MD-11F aircraft.

102. As a maintenance provider for aircraft in the national airspace system, VT SAA owed a duty to exercise reasonable care in the maintenance, inspection, and repair of aircraft, including but not limited to the MD-11F aircraft used on UPS Flight 2976.

103. Defendant VT SAA knew or reasonably should have known that the MD-11F aircraft used on UPS Flight 2976 was in disrepair or otherwise dangerous and unsafe.

104. Defendant VT SAA breached its duty of reasonable care in one or more of the following ways:

- a. Failed to detect an unsafe condition in its inspection of the aircraft;
- b. Failed to properly and adequately repair an unsafe condition on the aircraft;
- c. Implemented inadequate maintenance, inspection, or operational procedures; and/or
- d. Failed to follow maintenance and inspection procedures to ensure airworthiness, thereby allowing unsafe conditions to persist.

105. Defendant VT SAA negligently, recklessly, wantonly, carelessly, maliciously, and/or unlawfully failed to exercise reasonable care in the maintenance, inspection, repair, and/or service of the MD-11F aircraft used on UPS Flight 2976 and/or its component parts and/or component products, including but not limited to the left wing, left engine, and fixtures,

components, and products used or intended to be used to secure the engine on board UPS Flight 2976, thereby creating an unreasonable risk of harm to Plaintiff's Decedent and others.

106. As a direct and legal result of the negligent, reckless, malicious, unlawful, and/or wrongful acts and/or omissions of Defendant VT SAA, the left engine on UPS Flight 2976 detached from the aircraft's left wing and caused the injuries, including death, as alleged herein.

107. Plaintiff Geidy Prado Perez is the natural mother and next friend of N.R.P., the minor son of Decedent Alain Rodriguez Colina. She brings this independent claim on N.R.P.'s behalf pursuant to KRS 411.135 for loss of parental consortium resulting from the death of Alain.

108. As a result of Defendant's wrongful conduct, Decedent suffered fatal injuries, causing her death, and N.R.P., as Decedent's minor child, has sustained loss of parental consortium under Kentucky law.

109. Plaintiff, on behalf of N.R.P., seeks all damages to which N.R.P. is entitled under common law and KRS 411.135 for N.R.P.'s loss of parental consortium, including but not limited to the loss of Decedent's love, affection, companionship, care, guidance, protection, nurturing, and society, and all other elements of consortium recognized for N.R.P.'s claim arising from the death of her father, Alain Rodriguez Colina.

DAMAGES COMMON TO ALL COUNTS

110. Plaintiff, on behalf of N.R.P., seeks all damages from all Defendants, jointly and severally, to which N.R.P. is entitled under common law and KRS 411.135 for N.R.P.'s loss of parental consortium, including but not limited to the loss of Decedent's love, affection, companionship, care, guidance, protection, nurturing, and society, and all other elements of consortium recognized for N.R.P.'s claim arising from the death of her father, Alain.

WHEREFORE, Plaintiff, by counsel, demands as follows:

- A. That a copy of this Complaint and summons be served upon the Defendants;
- B. Judgment for the Plaintiff against the Defendants, for all damages to which the Plaintiff is entitled on behalf of N.R.P.;
- C. Prejudgment and post-judgment interest to the extent permitted by law;
- D. The recoverable costs of pursuing this action;
- E. Trial by jury; and
- F. All other just and proper relief to which the Plaintiff may be entitled from the Defendants, including the right to amend this Complaint.

Respectfully submitted,

/s/ Jonathan B. Hollan

Jonathan B. Hollan
Sam Aguiar
SAM AGUIAR INJURY LAWYERS, PLLC
1900 Plantside Drive
Louisville, KY 40299
Telephone: (502) 813-8890
jhollan@kylawoffice.com
sam@kylawoffice.com

-and-

Robert A. Clifford*
Kevin P. Durkin*
Bradley M. Cosgrove*
Tracy A. Brammeier*
Charles R. Haskins*
John V. Kalantzis*
Julia C. Brosnahan*
CLIFFORD LAW OFFICES, P.C.
120 S. LaSalle Street, Suite 3600
Chicago, IL 60602
Telephone: (312) 899-9090
rac@cliffordlaw.com
kpd@cliffordlaw.com
bmc@cliffordlaw.com
tab@cliffordlaw.com
crh@cliffordlaw.com

jvk@cliffordlaw.com
jcb@cliffordlaw.com

Co-Counsel for the Plaintiff
**Pending Pro Hac Vice Admission*