

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.:

TIMOTHY J. WOLTERING, as the  
Personal Representative of  
THE ESTATE OF OLGA WOLTERING,

Plaintiff,

v.

DELTA AIR LINES, INC., and  
ALLIEDBARTON SECURITY SERVICES, LLC, and  
ALLIED UNIVERSAL CORP., and  
UNIVERSAL PROTECTION SERVICES, LLC  
d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC, and  
BROWARD COUNTY BOARD OF COMMISSIONERS  
d/b/a FORT LAUDERDALE-HOLLYWOOD  
INT'L AIRPORT, and  
BROWARD SHERIFF'S OFFICE, a political subdivision  
of the State of Florida,

Defendants.

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**COMPLAINT**

**COMES NOW**, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of THE ESTATE OF OLGA WOLTERING (hereinafter "Plaintiff"), by and through the undersigned counsel, hereby sues Defendants, DELTA AIR LINES, INC., ALLIEDBARTON SECURITY SERVICES, LLC, ALLIED UNIVERSAL CORP., and UNIVERSAL PROTECTION SERVICES, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC, BROWARD COUNTY BOARD OF COMMISSIONERS d/b/a FORT LAUDERDALE-HOLLYWOOD INT'L AIRPORT, and BROWARD SHERIFF'S OFFICE (collectively "DEFENDANTS"), and respectfully alleges, states, and prays as follows:

## **BACKGROUND**

This action seeks damages by TIMOTHY WOLTERING as the personal representative for his mother, OLGA WOLTERING's, estate, for her wrongful death. OLGA WOLTERING was one (1) of five (5) people senselessly shot and killed by DELTA AIR LINES passenger Esteban Santiago-Ruiz on January 6, 2017, at the Fort Lauderdale-Hollywood International Airport.

A mass shooting at an airport is a foreseeable threat. DEFENDANTS had knowledge of the dangerous and long-standing flaws in the airline and airport security. Yet, DEFENDANTS failed to take reasonable action to prevent harm to passengers. All DEFENDANTS are jointly and severally liable for the wrongful death of OLGA WOLTERING because they were negligent, careless, wanton, and reckless in failing to develop, implement, and maintain adequate airline and airport security systems, failed to implement reasonable and effective security measures to deter and prevent individuals from easily accessing dangerous and deadly weapons capable of causing injury or death, and failed to take the necessary measures to protect and secure the baggage claim area and comply with applicable Florida law.

## **VENUE AND JURISDICTION**

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, attorneys' fees, and costs.
2. OLGA WOLTERING was a resident of Georgia. TIMOTHY WOLTERING serves as Personal Representative for OLGA WOLTERING's Estate.<sup>1</sup>
3. DELTA AIR LINES, INC. is a corporation engaged in the business of air transportation of passengers for hire. At all times relevant to the Complaint, DELTA AIR

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<sup>1</sup> Letter Appointing Timothy Woltering Personal Representative of Olga Woltering's Estate in Georgia attached as Exhibit "A."

LINES, INC. operated regularly scheduled flights to Fort Lauderdale-Hollywood International Airport in Broward County, Florida, including the flights that transported decedent OLGA WOLTERING and shooter Esteban Santiago-Ruiz to Broward County, Florida.

4. ALLIEDBARTON SECURITY SERVICES, LLC is a corporation engaged in the business of, and assumed responsibility for, implementing, developing, owning, operating, managing, maintaining and supervising the airline and airport security systems at Fort Lauderdale-Hollywood International Airport.

5. ALLIED UNIVERSAL CORP. is a parent corporation exercising control over ALLIEDBARTON SECURITY SERVICES, LLC, which is engaged in the business of, and assumed responsibility for, implementing, developing, owning, operating, managing, maintaining and supervising the airline and airport security systems at Fort Lauderdale-Hollywood International Airport.

6. UNIVERSAL PROTECTION SERVICES, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC. is a parent corporation exercising control over ALLIEDBARTON SECURITY SERVICES, LLC, which is engaged in the business of, and assumed responsibility for, implementing, developing, owning, operating, managing, maintaining and supervising the airline and airport security systems at Fort Lauderdale-Hollywood International Airport.

7. BROWARD COUNTY BOARD OF COMMISSIONERS d/b/a FORT LAUDERDALE-HOLLYWOOD INT'L AIRPORT is a government entity duly organized to develop, control, manage and contract for administrative services for Broward County, Florida, including those required for the operation of the Fort Lauderdale-Hollywood International Airport.



8. BROWARD SHERIFF'S OFFICE is a political subdivision of the State of Florida and the chief law enforcement agency of Broward County, Florida. At all times relevant to the Complaint, the BROWARD SHERIFF'S OFFICE assumed responsibility for implementing, developing, operating, managing, maintaining and supervising on-site security services at the Fort Lauderdale-Hollywood International Airport.

9. Fort Lauderdale-Hollywood International Airport is located at 100 Terminal Drive, Fort Lauderdale, FL 33315.

10. Venue is proper in Broward County, Florida because the actions giving rise to this cause of action took place in Broward County, Florida. Specifically, the Defendants transacted business in Broward County, Florida, and OLGA WOLTERING's wrongful death occurred in Broward County, Florida.

11. All conditions precedent to filing this lawsuit have been performed, waived, or otherwise satisfied.<sup>2</sup>

## **GENERAL ALLEGATIONS AND FACTUAL THEORY**

### **The Parties**

12. Decedent, OLGA WOLTERING, was a fare-paying passenger aboard DELTA AIR LINES Flight Number DL 1465.

13. Plaintiff, TIMOTHY WOLTERING, is the duly appointed Personal Representative of the Estate of OLGA WOLTERING, and thereby has standing to maintain this action.

14. Defendant, DELTA AIR LINES, is a corporation organized and existing under the laws of Delaware and maintains its principal place of business in Georgia.

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<sup>2</sup> Notice provided to each respective Defendant pursuant to Fla. Stat. §768.28(6)(a) and Affidavit of Service attached as Exhibit "B."

15. At all times relevant to the Complaint, DELTA AIR LINES was a common carrier engaged in the business of transporting passengers by air and operated regularly scheduled flights to and from Fort Lauderdale-Hollywood International Airport.

16. At all times relevant to the Complaint, DELTA AIR LINES was jointly, severally, and contractually liable by and through its agents, employees, and contractors for maintaining the airline and airport security systems at Fort Lauderdale-Hollywood International Airport.

17. Defendant, ALLIEDBARTON SECURITY SERVICES, LLC, is a corporation organized and existing under the laws of Delaware and maintains its principal place of business in Florida.

18. At all times relevant to the Complaint, ALLIEDBARTON SECURITY SERVICES was contractually obligated to, engaged in the business of, and assumed responsibility for implementing, developing, owning, operating, managing, maintaining and supervising the airline and airport security systems at Fort Lauderdale-Hollywood International Airport.

19. Defendant, ALLIED UNIVERSAL CORP., is a corporation organized and existing under the laws of Delaware and maintains its principal place of business in Florida.

20. At all times relevant to the Complaint, ALLIED UNIVERSAL was the parent corporation exercising control over ALLIEDBARTON SECURITY SERVICES, LLC, who was contractually obligated to, engaged in the business of, and assumed responsibility for implementing, developing, owning, operating, managing, maintaining and supervising the airline and airport security systems at Fort Lauderdale-Hollywood International Airport.

21. Defendant, UNIVERSAL PROTECTION SERVICES, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC., is a corporation organized and existing under the laws of Delaware and maintains its principal place of business in Pennsylvania.

22. At all times relevant to the Complaint, UNIVERSAL PROTECTION SERVICES, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC. was the parent corporation exercising control over ALLIEDBARTON SECURITY SERVICES, LLC, who was contractually obligated to, engaged in the business of, and assumed responsibility for implementing, developing, owning, operating, managing, maintaining and supervising the airline and airport security systems at Fort Lauderdale-Hollywood International Airport.

23. Defendant, BROWARD COUNTY BOARD OF COMMISSIONERS, is a government entity duly organized to develop, control, manage, and contract for administrative services for Broward County, Florida, including those required for the operation of Fort Lauderdale-Hollywood International Airport.

24. Defendant, BROWARD SHERIFF'S OFFICE, is the chief law enforcement agency of Broward County, Florida. At all times relevant to the Complaint, the BROWARD SHERIFF'S OFFICE assumed responsibility for implementing, developing, operating, managing, maintaining and supervising on-site security services at Fort Lauderdale-Hollywood International Airport.

#### **The Wolterings**

25. OLGA WOLTERING ("OLGA") was born on March 14, 1932, in Ipswich, England as Olga Mabel Warren. She grew up in a large family and was one (1) of seven (7) children.



26. OLGA met RALPH WOLTERING ("RALPH") at nineteen (19) years old while RALPH was stationed in England as a jet mechanic in the United States Air Force.

27. RALPH and OLGA were married on July 19, 1952.

28. RALPH and OLGA had four (4) children: Michael Woltering, Gary Woltering, Debra Woltering Holcombe, and TIMOTHY WOLTERING. Their family grew to include nine (9) grandchildren and eight (8) great-grandchildren.

29. After RALPH's twenty-two (22) years in the Air Force, OLGA and RALPH retired to Marietta, Georgia in 1969.

30. During their retirement, OLGA and RALPH were heavily involved in the Transfiguration Catholic Church. They were active members for almost forty (40) years and led multiple discussions and retreats.

31. OLGA and RALPH enjoyed cruising and went on twenty-seven (27) cruises together.

32. In September 2016, RALPH celebrated his ninetieth (90th) birthday and scheduled a family cruise with Holland America for January 2017, leaving out of Fort Lauderdale, Florida.

33. RALPH and OLGA scheduled their flight from Atlanta, Georgia to Fort Lauderdale, Florida on January 7, 2017, but, as that date approached, they changed their flight to January 6, 2017, to avoid potentially bad weather in and near Atlanta, Georgia.

34. On January 6, 2017, OLGA and RALPH flew from Atlanta, Georgia to Fort Lauderdale, Florida before their family cruise that was scheduled to sail on January 8, 2017.

35. TIMOTHY WOLTERING and his wife, Sandra Woltering, were scheduled to fly from Atlanta, Georgia to Orlando, Florida on January 6, 2017, intending to then travel to Fort Lauderdale, Florida on January 8, 2017.

36. Michael Woltering and his wife, Margaret Woltering, left Atlanta, Georgia on January 6, 2017, after dropping RALPH and OLGA off at Hartsfield-Jackson Atlanta International Airport, and they began driving to Orlando, Florida.

37. RALPH and OLGA arrived at the Fort Lauderdale-Hollywood International Airport on January 6, 2017, shortly before 1:00 pm via DELTA AIR LINES Flight Number DL 1465.

38. Upon arrival in Fort Lauderdale, OLGA required wheelchair assistance to travel comfortably from the airplane to the baggage claim area.

39. A porter pushed OLGA from the airplane to the Terminal 2 baggage claim area. RALPH walked along with OLGA and the porter.

40. Once OLGA and RALPH were situated at the beginning of the appropriate carousel in the Terminal 2 baggage claim area, the porter left the area with OLGA still in the wheelchair.

41. After waiting at the carousel next to OLGA for several minutes, RALPH heard two (2) loud noises that he recognized as gun shots.

42. RALPH immediately dropped to the ground and looked towards OLGA, who was now laying on the floor and had already sustained a gunshot wound to her head.

43. When the firing stopped, RALPH crawled to OLGA and tried to speak with her, only to find that she had been killed by the gunfire.



44. RALPH sat with OLGA's body while multiple authorities attempted to secure the scene and began their investigations.

45. RALPH called his son, TIMOTHY WOLTERING, to tell him about the shooting and that his mother, OLGA, was killed.

46. TIMOTHY WOLTERING and Sandra Woltering switched their flight destination from Orlando, Florida, to Fort Lauderdale, Florida, in order to reach RALPH sooner.

47. The Fort Lauderdale-Hollywood International Airport shut down following the shooting, canceling TIMOTHY WOLTERING and Sandra's flight into Fort Lauderdale, Florida.

48. TIMOTHY WOLTERING and Sandra instead flew from Atlanta, Georgia to Miami International Airport via DELTA AIR LINES, and then they drove to their hotel in Fort Lauderdale, Florida late on January 6, 2017.

49. Michael and Margaret Woltering diverted from driving to Orlando, Florida and instead drove directly to Fort Lauderdale, Florida.

50. RALPH was eventually escorted to a different room within the airport for an interview with the Federal Bureau of Investigation (FBI), where they questioned him as to his observations of the shooting.

51. Hours later, Michael and Margaret Woltering arrived at the Fort Lauderdale-Hollywood International Airport and accompanied RALPH until he could leave the airport, after which they were taken to their hotel in Fort Lauderdale, Florida.

52. The Woltering family did not take their cruise with Holland America as scheduled.

53. TIMOTHY WOLTERING, Sandra Woltering, Michael Woltering, Margaret Woltering, and RALPH WOLTERING all drove back from Fort Lauderdale, Florida to Atlanta, Georgia on January 7, 2017.

54. OLGA was killed just six (6) months shy of her and RALPH's sixty-fifth (65th) wedding anniversary.

55. Since OLGA's death on January 6, 2017, RALPH has suffered daily from the premature loss of his wife's companionship and has experienced a loss of purpose.

56. RALPH constantly lives with the violent images of OLGA's traumatic death and describes the memory of that day as "living in a nightmare."

57. The Woltering family describes OLGA as loving, caring, easygoing, friendly, humble, and enjoyable to be around. She was the center of the Woltering family, keeping the family together and enjoying her children, grandchildren, and great-grandchildren.

#### **Esteban Santiago-Ruiz**

58. Esteban Santiago-Ruiz ("Santiago") was born on March 16, 1990, in New Jersey, and moved to Puerto Rico in 1992.

59. In 2007, Santiago joined the Puerto Rico National Guard and served in the Iraq War from April 2010 to February 2011.

60. The Puerto Rico Police confiscated Santiago's firearms in March 2012, and did not return them until May 2014.

61. Santiago moved to Alaska and joined the Alaska Army National Guard, serving from November 2014 to August 2016.

62. After his discharge from the Alaska Army National Guard, Santiago worked as a security guard at a private company in Alaska until November 2016.

63. From January 2016 to October 2016, Santiago was accused of domestic violence, with one (1) or more of the accusations resulting in criminal charges.

64. In November 2016, Santiago entered the FBI field office in Anchorage, Alaska to report that the United States government was controlling his mind and forcing him to watch Islamic State of Iraq and Syria (ISIS) videos and join their group.

65. The FBI notified the Anchorage Police Department to initiate an investigation and a mental health evaluation.

66. The Anchorage Police Department confiscated Santiago's firearm in November 2016, but returned it just three (3) weeks later in December 2016.

67. Santiago purchased a one-way ticket on DELTA AIR LINES that was scheduled to arrive at La Guardia Airport in Queens, New York on December 31, 2016, New Year's Eve.

68. Presumably, Santiago planned to commit a mass shooting in New York City on New Year's Eve, but did not due to La Guardia Airport's procedures that would have prevented his retrieval of the firearm at the airport.

69. Santiago canceled that one-way ticket to Queens, New York, and instead purchased his one-way ticket to Fort Lauderdale, Florida.

70. On January 5, 2017, Santiago arrived at Ted Stevens Anchorage International Airport for his one-way flight to Fort Lauderdale, Florida.

71. Santiago arrived at the airport four (4) hours before his flight was scheduled to depart at 9:30 pm.

72. Santiago was traveling alone.

73. Santiago only checked one item at the airport: his gun case containing his Walther 9mm semiautomatic handgun and two magazines.



74. Approximately four (4) hours after arriving at the airport, Santiago boarded DELTA AIR LINES Flight Number DL 2182 heading to his next flight in Minneapolis, Minnesota.

75. Santiago landed at Minneapolis-Saint Paul International Airport on January 6, 2017.

76. After his approximately one (1) hour and sixteen (16) minute layover in Minneapolis, Minnesota, Santiago boarded DELTA AIR LINES Flight Number DL 1088, heading for his final destination in Fort Lauderdale, Florida.

77. Upon information and belief, Santiago was disruptive and/or exhibited suspicious behavior on one or both of these two DELTA AIR LINES flights.

78. Santiago landed at Fort Lauderdale-Hollywood International Airport on January 6, 2017, at approximately 12:15 pm.

79. After landing, Santiago proceeded to the Terminal 2 baggage claim area and waited at Carousel 3 for his firearm.

80. DELTA AIR LINES paged Santiago to claim his firearm from DELTA AIR LINES' Baggage Service Office.

81. Santiago retrieved his firearm from the Baggage Service Office, then returned to the baggage claim area unattended.

82. Santiago then entered a men's restroom in the baggage claim area with his firearm.

83. Santiago entered a stall within the men's restroom, removed his firearm from its case, loaded it with one of the magazines, placed it in his waistband, and exited the men's restroom into the baggage claim area.

84. At approximately 12:56 pm, Santiago began firing his handgun at people in the baggage claim area of Terminal 2, specifically aiming for their heads.

85. Santiago emptied his first magazine, reloaded, and then emptied his second magazine.

86. Santiago killed five (5) people and wounded six (6) additional people.

87. Santiago surrendered on scene to the BROWARD SHERIFF'S OFFICE, was arrested, and is currently charged in the United States District Court for the Southern District of Florida<sup>3</sup> with the following:

- a. Five (5) counts of Violence at an International Airport Resulting in Death, in violation of 18 U.S.C. section 37(a)(1);
- b. Six (6) counts of Violence at an International Airport Resulting in Serious Bodily Injury, in violation of 18 U.S.C. section 37(a)(1);
- c. Five (5) counts of Causing the Death of a Person in the Course of a Violation of 18 U.S.C. section 924(c), in violation of 18 U.S.C. sections 924(c)(1)(A) and 924(j)(1); and
- d. Six (6) counts of Use of a Firearm During and in Relation to a Crime of Violence, in violation of 18 U.S.C. section 924(c)(1)(A).

#### **Defendant Delta Air Lines**

88. DELTA AIR LINES began in 1928 and quickly grew to serve three hundred and six (306) destinations in fifty-two (52) countries as of 2017. DELTA AIR LINES services more than one hundred and eighty million (180,000,000) passengers per year, and employs more than

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<sup>3</sup> Case Number 2017R00048 and Court Docket Number 17-CR-60022.

eighty thousand (80,000) people. In 2016 alone, DELTA AIR LINES' pre-tax income was over six billion dollars (\$6,000,000,000.00).<sup>4</sup>

89. DELTA AIR LINES' first basic business principle is to "Put safety first – always."<sup>5</sup>

90. On and prior to January 5, 2017, DELTA AIR LINES, by its officers, agents, employees or representatives, operated, controlled, and supervised the airline and airport security system at Ted Stevens Anchorage International Airport and the ticketing, check-in, and boarding processes, including identification and document checks for its aircrafts and flights.

91. On and prior to January 5, 2017, DELTA AIR LINES, by its respective officers, agents, employees or representatives, selected, hired, trained, instructed, and supervised the individuals who operated, maintained, and controlled the airline and airport security system at Ted Stevens Anchorage International Airport.

92. On and prior to January 6, 2017, DELTA AIR LINES, by its officers, agents, employees or representatives, operated, controlled, and supervised the airline and airport security system at Minneapolis-Saint Paul International Airport and the ticketing, check-in, and boarding processes, including identification and document checks for its aircrafts and flights.

93. On and prior to January 6, 2017, DELTA AIR LINES, by its respective officers, agents, employees or representatives, selected, hired, trained, instructed, and supervised the individuals who operated, maintained, and controlled the airline and airport security system at Minneapolis-Saint Paul International Airport.

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<sup>4</sup> Delta News Hub, *Corporate Stats and Facts*, <http://news.delta.com/corporate-stats-and-facts>, updated October 31, 2017.

<sup>5</sup> Delta Rules of the Road, *Apply our Basic Business Principles*, page 4.



94. On and prior to January 6, 2017, DELTA AIR LINES, by its officers, agents, employees or representatives, operated, controlled, and supervised the airline and airport security system at Fort Lauderdale-Hollywood International Airport and the ticketing, check-in, and boarding processes, including identification and document checks for its aircrafts and flights.

95. On and prior to January 6, 2017, DELTA AIR LINES, by its respective officers, agents, employees or representatives, selected, hired, trained, instructed, and supervised the individuals who operated, maintained, and controlled the airline and airport security system at Fort Lauderdale-Hollywood International Airport.

96. Prior to January 6, 2017, regular meetings were held among all DEFENDANTS to address, review and discuss airline and airport security and details about potential security breaches and threats.

97. On and prior to January 6, 2017, DELTA AIR LINES, its agents, associates, and partners, were acting within the purpose or scope of such agency or employment, and all acts or omissions alleged of all DEFENDANTS were authorized, adopted, approved, or ratified by each of the other DEFENDANTS.

98. On and prior to January 6, 2017, DELTA AIR LINES was fully informed of the actions of their respective officers, agents, employees or representatives, and no officer, agent, employee or representative of DEFENDANTS repudiated those actions.

99. Prior to January 6, 2017, DELTA AIR LINES knew or should have known of the high risk of attacks upon aviation generally, and specifically to commercial aircraft and airports.

100. On and prior to January 6, 2017, DELTA AIR LINES knew or should have known that recent evaluations of the airline and airport security systems had revealed that its

systems constituted a high security risk, and that DELTA AIR LINES failed to adequately train its employees in this regard.

101. DELTA AIR LINES held a unique position to mitigate obvious security risks apparent in today's evolving threats in aviation, particularly involving active shooters such as Santiago.

102. DELTA AIR LINES operated Flight Number DL 2182, which departed from Ted Stevens Anchorage International Airport on January 5, 2017, and arrived at Minneapolis-Saint Paul International Airport on January 6, 2017.

103. Esteban Santiago-Ruiz was a fare-paying passenger on Flight Number DL 2182.

104. DELTA AIR LINES operated Flight Number DL 1088, which departed from Minneapolis-Saint Paul International Airport on January 6, 2017, and arrived at Fort Lauderdale-Hollywood International Airport that same day.

105. Esteban Santiago-Ruiz was a fare-paying passenger on Flight Number DL 1088.

106. DELTA AIR LINES operated Flight Number DL 1465, which departed from Hartsfield-Jackson Atlanta International Airport on January 6, 2017, and arrived at Fort Lauderdale-Hollywood International Airport that same day.

107. Decedent, OLGA WOLTERING, and her husband, RALPH WOLTERING, were fare-paying passengers on Flight Number DL 1465.

108. DELTA AIR LINES, by its officers, agents, employees, or representatives, owed Decedent, OLGA WOLTERING, a duty of care to safeguard its passengers and prevent individuals from breaching the airline and airport security system, so as to not cause injury or death.

109. DELTA AIR LINES Domestic General Rules Tariff, Rule 190(H)(9)(b) states, in part, that “[f]irearms must be unloaded and packed in a locked, hard side case with a key or combination in possession of the passenger only. Small arms ammunition must be packed in the manufacturer’s original package or securely packed in fiber, wood or metal boxes, or other packaging specifically designed to carry small amounts of ammunition.”

110. On January 5, 2017, Santiago checked his firearm with a DELTA AIR LINES Representative at Ted Stevens Anchorage International Airport.

111. Upon information and belief, at the time Santiago checked his firearm with DELTA AIR LINES, the ammunition was already placed within each of the two (2) magazines.

112. Upon information and belief, Santiago was in view of DELTA AIR LINES employees for four (4) hours at Ted Stevens Anchorage International Airport before his flight departed.

113. DELTA AIR LINES Domestic General Rules Tariff, Rule 35(F), states, in part, that DELTA AIR LINES “may refuse to transport any passenger, or may remove any passenger from its aircraft, when refusal to transport or removal of the passenger is reasonably necessary in Delta’s sole discretion, for the passenger’s comfort or safety, for the comfort or safety of other passengers or Delta employees, or for the prevention of damage to the property of Delta or its passengers or employees.”

114. Rule 35(F) also provides examples of situations wherein DELTA AIR LINES may refuse to transport or may remove passengers from its aircraft, including, but not limited to, when the passenger’s conduct “is disorderly, abusive or violent,” “may be hazardous to himself/herself, the crew, or other passengers,” “creates an unreasonable risk of offense or



annoyance to other passengers,” or “creates a risk of harm or damage to the carrier’s aircraft and/or property, or the property of other passengers.”

115. Upon information and belief, Santiago was disruptive and/or exhibited suspicious behavior on one or both of his flights from Anchorage, Alaska to Fort Lauderdale, Florida via Minneapolis, Minnesota, in plain view of DELTA AIR LINES employees.

116. When DELTA AIR LINES Flight Number DL 1088 arrived in Fort Lauderdale-Hollywood International Airport, a DELTA AIR LINES employee transported Santiago’s firearm directly from the airplane to DELTA AIR LINES’ Baggage Service Office.

117. A DELTA AIR LINES employee called Santiago’s name over the intercom for him to claim his firearm from their Baggage Service Office.

118. In the Baggage Service Office, a DELTA AIR LINES employee returned Santiago’s firearm to him before Santiago left the office with his firearm unattended, entered the men’s restroom in the baggage claim area, and he prepared his firearm for the shooting.

119. DELTA AIR LINES’ policy for firearms cases on January 6, 2017, was to deliver them to the carousel with all other baggage.<sup>6</sup>

120. DELTA AIR LINES’ policy as of the date of this Complaint is to deliver all firearms checked as baggage to the Baggage Service Office for pickup at the passenger’s final destination with a valid form of identification.<sup>7</sup>

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<sup>6</sup> Megan O’Matz, SunSentinel, *Delta Revises Procedure to Retrieve Guns from Checked Luggage*, <http://www.sun-sentinel.com/news/fort-lauderdale-hollywood-airport-shooting/fl-reg-delta-guns-20170425-story.html>, April 25, 2017.

<sup>7</sup> Delta, *Special Items Are Baggage, Too*, [https://www.delta.com/content/www/en\\_US/traveling-with-us/baggage/before-your-trip/special-items.html](https://www.delta.com/content/www/en_US/traveling-with-us/baggage/before-your-trip/special-items.html), updated 2017.

121. DELTA AIR LINES, by its officers, agents, employees or representatives, owed Decedent, OLGA WOLTERING, a duty of care to follow all applicable law, including the Florida Statutes.

122. Florida Statutes section 790.06(12)(a)(14) states that a concealed carry license “does not authorize any person to openly carry a handgun or carry a concealed weapon or firearm into . . . [t]he inside of the passenger terminal and sterile area of any airport, provided that no person shall be prohibited from carrying any legal firearm into the terminal, which firearm is encased for shipment for purposes of checking such firearm as baggage to be lawfully transported on any aircraft.” (Emphasis added.)

123. Florida Statutes section 790.06(12)(a)(14) specifically, and intentionally, does not include carrying a firearm from the passenger terminal and sterile area of an airport.

124. On January 6, 2017, DELTA AIR LINES did authorize Santiago to carry a concealed firearm inside the passenger terminal for purposes other than checking such firearm as baggage to be lawfully transported on an aircraft.

125. As a direct and proximate result of the conduct of DELTA AIR LINES, all DEFENDANTS are jointly and severally liable for damages sustained by Plaintiff, as the Personal Representative of the Estate of OLGA WOLTERING, and Plaintiff is entitled to recover such damages to the extent allowed by law.

#### **The Security Defendants**

126. Defendants BROWARD COUNTY BOARD OF COMMISSIONERS, BROWARD SHERIFF'S OFFICE, ALLIEDBARTON SECURITY SERVICES, LLC, ALLIED UNIVERSAL CORP., and UNIVERSAL PROTECTION SERVICES, LLC d/b/a ALLIED

UNIVERSAL SECURITY SERVICES, LLC are hereinafter referred to collectively as the SECURITY DEFENDANTS.

127. At all times relevant to this Complaint, BROWARD COUNTY BOARD OF COMMISSIONERS and BROWARD SHERIFF'S OFFICE, by their officers, agents, employees, or representatives, operated, controlled, and supervised the airline and airport security system at Fort Lauderdale-Hollywood International Airport, including security checkpoint operations and controlling access to secure areas of the airport.

128. On January 6, 2017, BROWARD COUNTY BOARD OF COMMISSIONERS and BROWARD SHERIFF'S OFFICE, by their officers, agents, employees, or representatives, owed Decedent OLGA WOLTERING a duty of care to safeguard DELTA AIR LINES Flight Number DL 1465 and its passengers to prevent individuals from breaching the airline and airport security system.

129. At all times relevant to this Complaint, ALLIEDBARTON SECURITY SERVICES, LLC, ALLIED UNIVERSAL, CORP., and UNIVERSAL PROTECTION SERVICES, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC were engaged in the business of owning, operating, managing, maintaining, and supervising airline and airport security for various airlines at numerous airports, including DELTA AIR LINES for its flights arriving at Fort Lauderdale-Hollywood International Airport, including Flight Number DL 1465 and Flight Number DL 1088.

130. At all times relevant to this Complaint, ALLIEDBARTON SECURITY SERVICES, LLC, ALLIED UNIVERSAL CORP., and UNIVERSAL PROTECTION SERVICES, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC were engaged in the business of owning, operating, managing, maintaining, and supervising airline and airport



security for various airlines at numerous airports, including the baggage claim areas for passengers arriving at Fort Lauderdale-Hollywood International Airport.

131. On January 6, 2017, ALLIEDBARTON SECURITY SERVICES, LLC, ALLIED UNIVERSAL CORP., and UNIVERSAL PROTECTION SERVICES, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC, by their officers, agents, employees, or representatives, owed Decedent, OLGA WOLTERING, a duty of care to prevent individuals from breaching the airline and airport security system.

132. On and prior to January 6, 2017, ALLIEDBARTON SECURITY SERVICES, LLC, ALLIED UNIVERSAL CORP., and UNIVERSAL PROTECTION SERVICES, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC were in a contractual relationship with BROWARD COUNTY BOARD OF COMMISSIONERS to provide security services at Fort Lauderdale-Hollywood International Airport twenty-four (24) hours per day, seven (7) days per week, including holidays. **(See Article 5.1 of Agreement Between Broward County and AlliedBarton Security Services, LLC for Security Officer Services for Port Everglades, Fort Lauderdale-Hollywood International Airport, and North Perry Airport, attached herein as Exhibit "C".)**

133. On and prior to January 6, 2017, the SECURITY DEFENDANTS, by their respective officers, agents, employees, or representatives, separately and collectively, selected, hired, trained, instructed, and supervised the individuals who operated, maintained, and controlled the airline and airport security system at Fort Lauderdale-Hollywood International Airport.

134. Prior to January 6, 2017, regular meetings were held among all DEFENDANTS to address, review, and discuss airline and airport security and details about potential security breaches and threats.

135. On and prior to January 6, 2017, SECURITY DEFENDANTS, their agents, associates, and partners, were acting within the purpose or scope of such agency or employment, and all acts or omissions alleged of DEFENDANTS were authorized, adopted, approved, or ratified by all DEFENDANTS.

136. On and prior to January 6, 2017, SECURITY DEFENDANTS were fully informed of the actions of their respective officers, agents, employees, or representatives, and no officer, agent, employee, or representative of DEFENDANTS repudiated those actions.

137. Prior to January 6, 2017, SECURITY DEFENDANTS knew or should have known of the high risk of attacks upon aviation generally, and specifically to commercial aircraft and airports.

138. SECURITY DEFENDANTS held a unique position to mitigate obvious security risks apparent in today's evolving threats in aviation, particularly involving active shooters such as Santiago.

139. On and prior to January 6, 2017, SECURITY DEFENDANTS knew or should have known that evaluations of the airline and airport security systems as they existed on and prior to January 6, 2017, revealed that their systems constituted a high security risk, and that all Defendants failed to adequately train their employees and failed in security evaluations.

140. On January 6, 2017, the SECURITY DEFENDANTS, by their officers, agents, employees, or representatives, owed Decedent, OLGA WOLTERING, a duty of care to follow all applicable law, including the Florida Statutes.

141. Specifically, ALLIEDBARTON SECURITY SERVICES, LLC, ALLIED UNIVERSAL, CORP., and UNIVERSAL PROTECTION SERVICES, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC “shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations” pursuant to their contract with BROWARD COUNTY BOARD OF COMMISSIONERS. (See Article 14.12 of Agreement Between Broward County and AlliedBarton Security Services, LLC for Security Officer Services for Port Everglades, Fort Lauderdale-Hollywood International Airport, and North Perry Airport, attached herein as Exhibit “C”).

142. Florida Statutes section 790.06(12)(a)(14) states that a concealed carry license “does not authorize any person to openly carry a handgun or carry a concealed weapon or firearm into . . . [t]he inside of the passenger terminal and sterile area of any airport, provided that no person shall be prohibited from carrying any legal firearm into the terminal, which firearm is encased for shipment for purposes of checking such firearm as baggage to be lawfully transported on any aircraft.” (Emphasis added.)

143. On January 6, 2017, SECURITY DEFENDANTS did authorize Santiago to carry a firearm inside the passenger terminal for purposes other than checking such firearm as baggage to be lawfully transported on an aircraft.

144. On January 6, 2017, SECURITY DEFENDANTS had inadequate policies, procedures, and instructions to properly investigate threats of a second shooter at the Fort Lauderdale-Hollywood International Airport, nor did they follow the policies and procedures they did have in place.



145. SECURITY DEFENDANTS' failure to properly investigate threats of a second shooter led to widespread panic amongst officials and civilians at the Fort Lauderdale-Hollywood International Airport, as well as a diversion and waste of SECURITY DEFENDANTS' resources.

146. As a direct and proximate result of the conduct of SECURITY DEFENDANTS, all DEFENDANTS are jointly and severally liable for damages sustained by Plaintiff, as the Personal Representative of the Estate of OLGA WOLTERING, and Plaintiff is entitled to recover such damages to the extent allowed by law.

### **SHOOTING FORESEEABILITY**

147. The Florida Supreme Court has determined that the State of Florida "has an important interest in regulating firearms as a matter of public safety," finding Florida's restrictions on the open carry of firearms to be constitutional.<sup>8</sup>

148. In Florida, no person may carry a firearm, neither openly nor concealed, in the following locations:

- a. Any place of nuisance;
- b. Any police, sheriff, or highway patrol station;
- c. Any detention facility, prison, or jail;
- d. Any courthouse;
- e. Any courtroom (except that the judge may carry a concealed weapon);
- f. Any polling place;
- g. Any meeting of the governing body of a county, public school district, municipality, or special district;
- h. Any meeting of the Legislature or a committee thereof;

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<sup>8</sup> *Norman v. Florida*, 215 So. 3d 18, 22 (Fla. 2017).

- i. Any school, college, or professional athletic event not related to firearms;
- j. Any elementary or secondary school facility or administration building;
- k. Any career center;
- l. Any portion of an establishment licensed to dispense alcoholic beverages for consumption on the premises, which portion of the establishment is primarily devoted to such purpose;
- m. Any college or university facility;
- n. The inside passenger terminal and sterile area of any airport (except that a person may carry any legal firearm into the terminal that is encased for shipment for purposes of checking such firearm as baggage to be lawfully transported on aircraft);
- o. Any place where the carrying of firearms is prohibited by federal law.<sup>9</sup>

149. In the enumerated locations where firearms are prohibited, individuals do not have the ability to defend themselves with a firearm against the threat of deadly force, as they would in other locations where firearms are not prohibited. Therefore, these locations also constitute a partially higher security risk.

150. Therefore, preventative security measures and responses in these enumerated locations are expected to protect against foreseeable safety threats.

151. In Florida, “a legal duty will arise whenever a human endeavor creates a generalized and foreseeable risk of harming others.”<sup>10</sup>

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<sup>9</sup> Section 790.06(12)(a), Florida Statutes.

<sup>10</sup> *McCain v. Florida Power Corp.*, 593 So. 2d 500, 502 (Fla. 1992).

152. Further, “[w]here a defendant’s conduct creates a foreseeable zone of risk, the law generally will recognize a duty placed upon defendant either to lessen the risk or see that sufficient precautions are taken to protect others from the harm that the risk poses.”<sup>11</sup>

153. “As the risk grows greater, so does the duty, because the risk to be perceived defines the duty that must be undertaken.”<sup>12</sup>

154. Florida appellate courts have followed section 390 of the Restatement (Second) of Torts (1965) when dealing with negligent entrustment of a firearm, specifically relying on comment (b) to that section, which states: “[O]ne who supplies a chattel for the use of another who knows its exact character and condition is not entitled to assume that the other will use it safely if the supplier knows or has reason to know that such other is likely to use it dangerously, as where the other belongs to a class which is notoriously incompetent to use the chattel safely, or lacks the training and experience necessary for such use, or the supplier knows that the other has on other occasions so acted that the supplier should realize that the chattel is likely to be dangerously used, or that the other, though otherwise capable of using the chattel safely, has a propensity or fixed purpose to misuse it.”<sup>13</sup>

155. “[F]oreseeability of harm, rather than ownership, determined whether an action existed for negligent entrustment” in a case that imposed liability on a bystander who handed a gun owner his gun during an altercation, “because the bystander should have foreseen the risk of a shooting under the circumstances.”<sup>14</sup>

156. Mass shootings are foreseeable events, as they may be reasonably anticipated.

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<sup>11</sup> *Id.* at 503.

<sup>12</sup> *Id.*

<sup>13</sup> *Foster v. Arthur*, 519 So. 2d 1092, 1094 (Fla. 1st DCA 1988)

<sup>14</sup> *Williams v. Bumpass*, 568 So. 2d 979, 981-82 (Fla. 5th DCA 1990)



157. Notable mass shootings prior to January 6, 2017, include, but are not limited to, the following:

- a. June 12, 2016, at Pulse Nightclub in Orlando, Florida, killing forty-nine (49) people and injuring fifty-eight (58) people;
- b. November 29, 2015, at Planned Parenthood in Colorado Springs, Colorado, killing three (3) people and injuring nine (9) people;
- c. June 18, 2015, at Emanuel African Methodist Episcopal Church in Charleston, South Carolina, killing nine (9) people;
- d. December 14, 2012, at Sandy Hook Elementary School in Newtown, Connecticut, killing twenty-seven (27) people and injuring one (1) person;
- e. July 20, 2012, at the Century 16 movie theater in Aurora, Colorado, killing twelve (12) people and injuring fifty-eight (58) people;
- f. November 5, 2009, at Fort Hood in Fort Hood, Texas, killing thirteen (13) people and injuring thirty-two (32) people;
- g. April 16, 2007, at Virginia Tech in Blacksburg, Virginia, killing thirty-two (32) people and injuring seventeen (17) people;
- h. April 20, 1999, at Columbine High School in Columbine, Colorado, killing thirteen (13) people and injuring twenty-four (24) people.<sup>15</sup>

158. Mass shootings specifically at airports are also foreseeable events.

159. Notable airport shootings prior to January 6, 2017, include, but are not limited to, the following:

- a. November 15, 2016, at Oklahoma City's Will Rogers World Airport;

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<sup>15</sup> LOS ANGELES TIMES, "Deadliest U.S. mass shootings, 1984-2017," <http://timelines.latimes.com/deadliest-shooting-rampages/>, published October 2, 2017.

- b. June 28, 2016, at Ataturk Airport in Turkey;
- c. March 22, 2016, at Brussels Airport in Zaventem in Belgium;
- d. December 23, 2015, at Sabiha Gokcen Airport in Turkey;
- e. June 8, 2014, at Jinnah International Airport in Pakistan;
- f. November 1, 2013, at Los Angeles International Airport;
- g. May 17, 2013, at Jacksonville International Airport;
- h. October 14, 2011, at La Mesa International Airport in Honduras;
- i. March 2, 2011, at Frankfurt Airport in Germany;
- j. April 27, 2006, at Cleveland Hopkins International Airport;
- k. July 4, 2002, at Los Angeles International Airport;<sup>16</sup>

160. Esteban Santiago-Ruiz was a twenty-six (26) year old man traveling alone, on a one-way flight, purchased the same day, with no change of clothes despite the great weather differences in Anchorage, Alaska and Fort Lauderdale, Florida in January, and with only a firearm and ammunition.

161. DELTA had direct knowledge that Santiago had a gun. Despite the foreseeable risk presented, DELTA failed to provide adequate security.

**COUNT I – BREACH OF CONTRACT**  
**(Delta Air Lines, Inc.)**

162. Plaintiff incorporates by reference all prior allegations in this Complaint.

163. DELTA AIR LINES and Decedent, OLGA WOLTERING, entered into a binding and enforceable contract when of OLGA WOLTERING purchased a ticket for air transport from

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<sup>16</sup> FOX NEWS, "Timeline: The worst airport shootings in the last 15 years," <http://www.foxnews.com/world/2017/01/06/timeline-worst-airport-shootings-in-last-15-years.html>, published January 6, 2017.

DELTA AIR LINES on January 5, 2017. (See **Receipt for Olga Woltering's Airfare attached herein as Exhibit "D".**)

164. The contract terms agreed to by OLGA WOLTERING and DELTA AIR LINES as a result of this ticket purchase are set forth in her ticket, the Conditions of Carriage (also referred to as "Delta's Domestic General Rules Tariff") and DELTA AIR LINES' published fare rules and regulations. (See **Rule 1(A) of Domestic General Rules Tariff, attached herein as Exhibit "E".**)

165. DELTA AIR LINES transported Esteban Santiago-Ruiz, who also purchased a ticket for air transport from DELTA AIR LINES.

166. DELTA AIR LINES transported Santiago despite his firearm being improperly packaged.

167. DELTA AIR LINES transported Santiago's firearm and ammunition in direct violation of their Domestic General Rules Tariff, Rule 190(H)(9)(b).

168. DELTA AIR LINES failed to inspect Santiago's firearm and ammunition to ensure they were packed in such a manner that they were suitable for transport and did not pose an unreasonable risk of harm to other baggage, cargo or passengers, in breach of their valid and enforceable contract with OLGA WOLTERING. (See **Rule 190 of Domestic General Rules Tariff, attached herein as Exhibit "E".**)

169. DELTA then returned Santiago's firearm to him in violation of Florida Statutes section 790.06(12)(a)(14).

170. DELTA AIR LINES failed to act on several indications that Santiago posed a danger to other DELTA AIR LINES passengers.



171. DELTA AIR LINES breached their contract with OLGA WOLTERING by continuing to transport and subsequently failing to report or act on the disturbing and hostile behavior of Santiago to the detriment of other DELTA AIR LINES passengers.

172. DELTA AIR LINES' breaches of contract resulted in damages to OLGA WOLTERING and her family, namely the untimely loss of her life.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT II – BREACH OF EXPRESS WARRANTY**  
**(Delta Air Lines, Inc.)**

173. Plaintiff incorporates by reference all prior allegations in this Complaint.

174. DELTA AIR LINES is a corporation engaged in the business of air transportation of passengers for hire. At all times relevant to this Complaint, DELTA AIR LINES sold and contracted with passengers for the service of air transportation.

175. DELTA AIR LINES and Decedent, OLGA WOLTERING, entered into a binding and enforceable contract when OLGA WOLTERING purchased a ticket for air transport from Atlanta, Georgia to Fort Lauderdale, Florida from DELTA AIR LINES on January 5, 2017. **(See Receipt for Olga Woltering's Airfare attached herein as Exhibit "D".)**

176. The contract terms agreed to by OLGA WOLTERING and DELTA AIR LINES as a result of this ticket purchase are set forth in her ticket, the Conditions of Carriage (also referred to as "Delta's Domestic General Rules Tariff"), and DELTA AIR LINES' published

fare rules and regulations. (See **Rule 1(A) of Domestic General Rules Tariff, attached herein as Exhibit “E”.**)

177. DELTA AIR LINES expressly warranted that the air transportation they provided to OLGA WOLTERING on January 6, 2017, would comply with all required safety and regulatory laws and Florida Statutes.

178. Similarly, DELTA AIR LINES expressly warranted that the air transportation they provided to Santiago on January 5, 2017, and January 6, 2017, would comply with all required safety policies, laws, and Florida Statutes.

179. While in the scope of providing air transportation services on January 5, 2017, and January 6, 2017, to OLGA WOLTERING and Santiago, DELTA AIR LINES maintained the power, ability, authority, and duty to ensure the safety of the passengers it transported.

180. While in the scope of providing air transportation services on January 6, 2017, DELTA AIR LINES maintained the power, ability, authority, and duty to ensure Santiago’s firearm was transported in compliance with Domestic General Rules Tariff, Rule 190(H)(9)(b), and Florida Statute section 790.06(12)(a)(14).

181. Despite said power and duty, for the reasons set forth above, DELTA AIR LINES negligently failed to stop the acts of Santiago described herein, or to prevent or to prohibit such acts or to otherwise to protect OLGA WOLTERING, thereby breaching their express warranty to her.

182. As a direct and proximate result of DELTA AIR LINES’ breach of express warranty, OLGA WOLTERING was shot and killed.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against

DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT III – BREACH OF IMPLIED WARRANTY**  
**(Delta Air Lines, Inc.)**

183. Plaintiff incorporates by reference all prior allegations in this Complaint.

184. DELTA AIR LINES is a corporation engaged in the business of air transportation of passengers for hire. At all times relevant to this Complaint, DELTA AIR LINES sold and contracted with passengers for the service of air transportation.

185. DELTA AIR LINES and Decedent, OLGA WOLTERING, entered into a binding and enforceable contract when OLGA WOLTERING purchased a ticket for air transport from Atlanta, Georgia to Fort Lauderdale, Florida from DELTA AIR LINES on January 5, 2017. **(See Receipt for Olga Woltering’s Airfare attached herein as Exhibit “D”).**

186. The contract terms agreed to by OLGA WOLTERING and DELTA AIR LINES as a result of this ticket purchase are set forth in her ticket, the Conditions of Carriage (also referred to as “Delta’s Domestic General Rules Tariff”), and DELTA AIR LINES’ published fare rules and regulations. **(See Rule 1(A) of Domestic General Rules Tariff, attached herein as Exhibit “E”).**

187. At all times relevant to this Complaint, DELTA AIR LINES maintained an implied duty to provide air transportation in compliance with all required safety policies, laws, and Florida Statutes.

188. On and prior to January 6, 2017, DELTA AIR LINES, by its respective officers, agents, employees, or representatives, selected, hired, trained, instructed and supervised the



individuals who operated, maintained, and controlled the airline and airport security system at Fort Lauderdale-Hollywood International Airport.

189. DELTA AIR LINES warranted that their officers, agents, employees, or representatives would be adequately trained in airport and airline security measures and educated on airport and airline security protocols and policies.

190. Thereby, DELTA AIR LINES also warranted that their officers, agents, employees, or representatives would comply with airport and airline security protocols and policies.

191. While in the scope of providing air transportation services on January 6, 2017, to OLGA WOLTERING and Santiago, DELTA AIR LINES maintained the power, ability, authority, and duty to ensure their officers, agents, employees, or representatives were adequately trained in airport and airline security measures and educated on airport and airline security protocols and policies.

192. Furthermore, DELTA AIR LINES maintained the power, ability, authority, and duty to ensure their officers, agents, employees, or representatives complied with airport and airline security protocols and policies.

193. While in the scope of providing air transportation services on January 6, 2017, DELTA AIR LINES maintained the power, ability, authority, and duty to ensure Santiago's firearm was transported in compliance with Domestic General Rules Tariff, Rule 190(H)(9)(b), and Florida Statute section 790.06(12)(a)(14).

194. Despite said power and duty, for the reasons set forth above, DELTA AIR LINES negligently failed to stop the acts of Santiago described herein, or to prevent or to prohibit such acts, or otherwise to protect OLGA WOLTERING, thereby breaching their warranty to her.

195. Despite Santiago's disruptive and/or suspicious in-flight behavior, he was provided his improperly packaged firearm directly by DELTA AIR LINES' Baggage Service Office.

196. Immediately subsequent to DELTA AIR LINES' failed compliance with security measures, Santiago used his firearm to shoot and kill OLGA WOLTERING in the Terminal 2 baggage claim area of Fort Lauderdale-Hollywood International Airport.

197. As a direct and proximate result of DELTA AIR LINES' breach of implied warranty, OLGA WOLTERING was shot and killed.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT IV – NEGLIGENCE (WRONGFUL DEATH)**  
**(Delta Air Lines, Inc.)**

198. Plaintiff incorporates by reference all prior allegation in this Complaint.

199. At all times relevant hereto, DELTA AIR LINES by its officers, agents, employees, or representatives, owed Decedent, OLGA WOLTERING, a duty of care to comply with all applicable laws and Florida Statutes.

200. DELTA AIR LINES, through its officers, agents, employees, or representatives, breached the duty of care owed to OLGA WOLTERING by directly facilitating and authorizing Santiago to carry a firearm in the baggage claim area at Fort Lauderdale-Hollywood International Airport in violation of Florida Statute section 790.06(12)(a)(14).

201. OLGA WOLTERING was shot and killed as a direct and proximate result of DELTA AIR LINES' breach of duty to its passenger, OLGA WOLTERING.

202. Plaintiff, TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, suffered damages as a result of DELTA AIR LINES' breach of its duty of care.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT V – NEGLIGENCE (WRONGFUL DEATH)**  
**(Alliedbarton Security Services, LLC, Allied Universal Corp., And Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC)**  
**(Hereinafter "Allied")**

203. Plaintiff incorporates by reference all prior allegation in this Complaint

204. At all times relevant to this Complaint, ALLIED, by its officers, agents, employees, or representatives, owed Decedent, OLGA WOLTERING, a duty of care to maintain airport and airline security and comply with all applicable policies, laws, and Florida Statutes to ensure the safety of all passengers.

205. ALLIED, through its officers, agents, employees, or representatives, breached the duty of care owed to OLGA WOLTERING, by facilitating and authorizing Santiago to carry a firearm in the baggage claim area at Fort Lauderdale-Hollywood International Airport in violation of Florida Statute section 790.06(12)(a)(14).



206. OLGA WOLTERING was shot and killed as a direct and proximate result of ALLIED's breach of duty to its traveler, OLGA WOLTERING.

207. Plaintiff, TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, suffered damages as a result of ALLIED's breach of their duty of care.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT VI – NEGLIGENCE (WRONGFUL DEATH)**  
**(Broward County Board of Commissioners**  
**d/b/a Fort Lauderdale-Hollywood Int'l Airport)**  
**(Hereinafter "Broward County")**

208. Plaintiff incorporates by reference all prior allegation in this Complaint.

209. At all times relevant to this Complaint, BROWARD COUNTY, by its officers, agents, employees, or representatives, owed Decedent, OLGA WOLTERING, a duty of care to maintain airport and airline security and comply with all applicable policies, laws, and Florida Statutes to ensure the safety of all passengers.

210. BROWARD COUNTY, through its officers, agents, employees, or representatives, breached the duty of care owed to OLGA WOLTERING, by facilitating and authorizing Santiago to carry a firearm in the baggage claim area at Fort Lauderdale-Hollywood International Airport in violation of Florida Statute section 790.06(12)(a)(14).

211. OLGA WOLTERING was shot and killed as a direct and proximate result of BROWARD COUNTY's breach of duty to its traveler, OLGA WOLTERING.

212. Plaintiff, TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, suffered damages as a result of BROWARD COUNTY's breach of its duty of care.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT VII – NEGLIGENCE (WRONGFUL DEATH)**  
**(Broward Sheriff's Office)**  
**(Hereinafter "BSO")**

213. Plaintiff incorporates by reference all prior allegation in this Complaint.

214. At all times relevant to this Complaint, BSO, by its officers, agents, employees, or representatives, owed Decedent, OLGA WOLTERING, a duty of care to maintain airport and airline security and comply with all applicable policies, laws, and Florida Statutes to ensure the safety of all passengers.

215. BSO, through its officers, agents, employees, or representatives, breached the duty of care owed to OLGA WOLTERING by directly facilitating and authorizing Santiago to carry a firearm in the baggage claim area at Fort Lauderdale-Hollywood International Airport in violation of Florida Statute section 790.06(12)(a)(14).

216. OLGA WOLTERING was shot and killed as a direct and proximate result of BSO's breach of duty to its traveler, OLGA WOLTERING.

217. Plaintiff, TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, suffered damages as a result of BSO's breach of its duty of care.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT VIII – NEGLIGENT FAILURE TO PROVIDE ADEQUATE SECURITY**  
**(Delta Air Lines, Inc.)**

218. Plaintiff incorporates by reference all prior allegations in this Complaint.

219. On or about January 6, 2017, DELTA AIR LINES was a tenant of the Fort Lauderdale-Hollywood International Airport, leasing space from the BROWARD COUNTY BOARD OF COMMISSIONERS for the benefit of its business and passengers, such as OLGA WOLTERING.

220. As a tenant of the Fort Lauderdale-Hollywood International Airport, DELTA AIR LINES maintains control over common areas, such as the baggage claim terminal area.

221. On or about January 6, 2017, OLGA WOLTERING, a passenger of DELTA AIR LINES, was an invitee at the Fort Lauderdale-Hollywood International Airport.

222. On or about January 6, 2017, DELTA AIR LINES failed to adequately provide security measures to ensure the safety of business invitees – its passengers – while in the Fort Lauderdale-Hollywood International Airport.

223. The security measures utilized by DELTA AIR LINES, if any, were not sufficient to provide reasonably safe conditions for its passengers, airport travelers, business invitees, or other individuals at the Fort Lauderdale-Hollywood International Airport.



224. DELTA AIR LINES breached the duty of care it owed OLGA WOLTERING in the following ways:

- a. Failure to devise, implement, and follow a proper security plan, reasonably designed to protect invitees from harm;
- b. Failure to properly employ and deploy an adequate number of security personnel to reasonably protect persons on the premises;
- c. Failure to utilize reasonable and appropriate measures to protect persons on the premises when it knew or should have known of a dangerous condition on the premises.

225. A shooting at an airport is a foreseeable event, as previously established.

226. Had the aforementioned security measures been in place, the deadly shooting could have been averted as Santiago would have been deterred and/or prevented from committing the crime.

227. As a direct and proximate result of DELTA AIR LINES' negligent failure to provide adequate security, OLGA WOLTERING was shot and killed.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT IX – NEGLIGENT FAILURE TO PROVIDE ADEQUATE SECURITY**  
**(Alliedbarton Security Services, LLC, Allied Universal Corp., and Universal**  
**Protection Services, LLC d/b/a Allied Universal Security Services, LLC)**  
**(Hereinafter “Allied”)**

228. Plaintiff incorporates by reference all prior allegations in this Complaint.

229. On or about January 6, 2017, ALLIED was in a contractual relationship to provide security at the Fort Lauderdale-Hollywood International Airport.

230. On or about January 6, 2017, ALLIED received financial compensation in exchange for providing security at the Fort Lauderdale-Hollywood International Airport.

231. On or about January 6, 2017, OLGA WOLTERING, a passenger of DELTA AIR LINES, was an invitee at the Fort Lauderdale-Hollywood International Airport.

232. On or about January 6, 2017, ALLIED failed to adequately provide security measures to ensure the safety of business invitees – airport travelers – while in the Fort Lauderdale-Hollywood International Airport.

233. The security measures utilized by ALLIED, if any, were not sufficient to provide reasonably safe conditions for airport travelers, business invitees, or other individuals at the Fort Lauderdale-Hollywood International Airport.

234. ALLIED breached the duty of care it owed OLGA WOLTERING in the following ways:

a. Failure to devise, implement, and follow a proper security plan, reasonably designed to protect invitees from harm;

b. Failure to properly employ and deploy an adequate number of security personnel to reasonably protect persons on the premises;

c. Failure to utilize reasonable and appropriate measures to protect persons on the premises when it knew or should have known of a dangerous condition on the premises.

235. A shooting at an airport is a foreseeable event, as previously established.

236. Had the aforementioned security measures been in place, the deadly shooting could have been averted as Santiago would have been deterred and/or prevented from committing the crime.

237. As a direct and proximate result of ALLIED's negligent failure to provide adequate security, OLGA WOLTERING was shot and killed.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT X – NEGLIGENT FAILURE TO PROVIDE ADEQUATE SECURITY**

**(Broward County Board of Commissioners  
d/b/a Fort Lauderdale-Hollywood Int'l Airport)  
(Hereinafter "Broward County")**

238. Plaintiff incorporates by reference all prior allegations in this Complaint.

239. On or about January 6, 2017, BROWARD COUNTY owned and operated the Fort Lauderdale-Hollywood International Airport.



240. On or about January 6, 2017, OLGA WOLTERING, a passenger of DELTA AIR LINES, was an invitee at the Fort Lauderdale-Hollywood International Airport.

241. On or about January 6, 2017, BROWARD COUNTY failed to adequately provide security measures to ensure the safety of business invitees – airport travelers – while in the Fort Lauderdale-Hollywood International Airport.

242. The security measures utilized by BROWARD COUNTY, if any, were not sufficient to provide reasonably safe conditions for airport travelers, business invitees, or other individuals at the Fort Lauderdale-Hollywood International Airport.

243. BROWARD COUNTY breached the duty of care it owed OLGA WOLTERING in the following ways:

- a. Failure to devise, implement, and follow a proper security plan, reasonably designed to protect invitees from harm;
- b. Failure to properly employ and deploy an adequate number of security personnel to reasonably protect persons on the premises;
- c. Failure to utilize reasonable and appropriate measures to protect persons on the premises when it knew or should have known of a dangerous condition on the premises.

244. A shooting at an airport is a foreseeable event, as previously established.

245. Had the aforementioned security measures been in place, the deadly shooting could have been averted as Santiago would have been deterred and/or prevented from committing the crime.

246. As a direct and proximate result of BROWARD COUNTY's negligent failure to provide adequate security, OLGA WOLTERING was shot and killed.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XI – NEGLIGENT FAILURE TO PROVIDE ADEQUATE SECURITY**  
**(Broward Sheriff's Office)**  
**(Hereinafter "BSO")**

247. Plaintiff incorporates by reference all prior allegations in this Complaint.

248. On or about January 6, 2017, BSO was in a contractual relationship to provide security at the Fort Lauderdale-Hollywood International Airport.

249. On or about January 6, 2017, BSO received financial compensation in exchange for providing security at the Fort Lauderdale-Hollywood International Airport.

250. On or about January 6, 2017, OLGA WOLTERING, a passenger of DELTA AIR LINES, was an invitee at the Fort Lauderdale-Hollywood International Airport.

251. On or about January 6, 2017, BSO failed to adequately provide security measures to ensure the safety of business invitees – airport travelers – while in the Fort Lauderdale-Hollywood International Airport.

252. The security measures utilized by BSO, if any, were not sufficient to provide reasonably safe conditions for airport travelers, business invitees, or other individuals at the Fort Lauderdale-Hollywood International Airport.

253. BSO breached the duty of care it owed OLGA WOLTERING in the following ways:

- a. Failure to devise, implement, and follow a proper security plan, reasonably designed to protect invitees from harm;
- b. Failure to properly employ and deploy an adequate number of security personnel to reasonably protect persons on the premises;
- c. Failure to utilize reasonable and appropriate measures to protect persons on the premises when it knew or should have known of a dangerous condition on the premises.

254. A shooting at an airport is a foreseeable event, as previously established.

255. Had the aforementioned security measures been in place, the deadly shooting could have been averted as Santiago would have been deterred and/or prevented from committing the crime.

256. As a direct and proximate result of BSO's negligent failure to provide adequate security, OLGA WOLTERING was shot and killed.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be



determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XII- COMMON LAW NEGLIGENCE (WRONGFUL DEATH)**  
**(Delta Air Lines, Inc.)**

257. Plaintiff incorporates by reference all prior allegation in this Complaint.

258. At all times relevant to this Complaint, OLGA WOLTERING was a paying customer of DELTA AIR LINES and was lawfully in the Fort Lauderdale-Hollywood International Airport.

259. At all times relevant to this Complaint, the Fort Lauderdale-Hollywood International Airport, including the baggage claim area, was under the care, custody, and control of all DEFENDANTS.

260. At all times relevant to this Complaint, the Fort Lauderdale-Hollywood International Airport posed an unreasonably dangerous risk to paying customers, such as OLGA WOLTERING, because DELTA AIR LINES failed to ensure that the airport was safe and secure for its paying customers and was free of violent crime and the risk of violent crime.

261. At all times relevant to this Complaint, DELTA AIR LINES was on notice that the Fort Lauderdale-Hollywood International Airport posed an unreasonably dangerous risk to paying customers, because airports had previously been the site of shootings and other violent crimes.

262. DELTA AIR LINES' conduct of returning a firearm to Esteban Santiago-Ruiz in the airport on or about January 6, 2017, created a foreseeable zone of risk.

263. DELTA AIR LINES' conduct of allowing Esteban Santiago-Ruiz to remain in the Fort Lauderdale-Hollywood International Airport with his firearm on or about January 6, 2017, created a foreseeable zone of risk.

264. DELTA AIR LINES had a duty on or about January 6, 2017, “either to lessen the risk or see that sufficient precautions [were] taken to protect others from the harm that the risk poses.”<sup>17</sup>

265. On or about January 5, 2017, and on or about January 6, 2017, Santiago was, as a fare-paying passenger, in DELTA AIR LINES’ care, custody, and control, and was in contact with multiple DELTA AIR LINES employees, who were acting within the scope of their employment.

266. DELTA AIR LINES knew or should have known of the threat that returning a firearm within the baggage claim area of the airport posed.

267. DELTA AIR LINES knew or should have known of the threat that allowing a firearm to remain within the baggage claim area of the airport after its return posed.

268. DELTA AIR LINES breached these duties on or about January 6, 2017, by failing to lessen the risks or to take sufficient precautions to protect others from the risks of harm that Santiago’s possession of and continued presence with a firearm within the Fort Lauderdale-Hollywood International Airport posed.

269. Santiago continued shooting his firearm throughout the baggage claim area until eventually he emptied his ammunition and the shooting stopped.

270. No security personnel or employee of DELTA AIR LINES was present at the time and location when Santiago had possession of his firearm in the baggage claim area.

271. No action was taken by DELTA AIR LINES to attempt to stop Santiago from continuing to shoot his firearm.

272. No action was taken by DELTA AIR LINES to safely evacuate its many passengers in the baggage claim area.

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<sup>17</sup> McCain at 503.

273. DELTA AIR LINES had no plan of action to prevent the foreseeable threat of a mass shooting within the airport.

274. DELTA AIR LINES had no plan for action in response to the foreseeable threat of a mass shooting within the airport.

275. DELTA negligently failed to provide proper security on or about January 6, 2017.

276. DELTA AIR LINES proximately caused the wrongful death of OLGA WOLTERING by failing to protect her from the risks of harm that they created by returning the firearm to Santiago and then allowing Santiago to remain with his firearm in the Fort Lauderdale-Hollywood International Airport on or about January 6, 2017.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XIII- COMMON LAW NEGLIGENCE (WRONGFUL DEATH)**  
**(Alliedbarton Security Services, LLC, Allied Universal, Corp., And Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC)**  
**(Hereinafter "Allied")**

277. Plaintiff incorporates by reference all prior allegation in this Complaint.

278. At all times relevant to this Complaint, OLGA WOLTERING was a paying customer of DELTA AIR LINES and was lawfully in the Fort Lauderdale-Hollywood International Airport.

279. At all times relevant to this Complaint, the Fort Lauderdale-Hollywood International Airport, including the baggage claim area, was under the care, custody, and control of ALLIED.



280. At all times relevant to this Complaint, ALLIED was contracted to provide security services in the Fort Lauderdale-Hollywood International Airport, including for the baggage claim area.

281. At all times relevant to this Complaint, the Fort Lauderdale-Hollywood International Airport posed an unreasonably dangerous risk to paying customers, such as OLGA WOLTERING, because ALLIED failed to ensure that the airport was safe and secure for its paying customers and was free of violent crime and the risk of violent crime.

282. At all times relevant to this Complaint, ALLIED was on notice that the Fort Lauderdale-Hollywood International Airport posed an unreasonably dangerous risk to paying customers, because airports had previously been the site of shootings and other violent crimes.

283. ALLIED's conduct of allowing Esteban Santiago-Ruiz to remain in the Fort Lauderdale-Hollywood International Airport with his firearm on or about January 6, 2017, created a foreseeable zone of risk.

284. ALLIED had a duty on or about January 6, 2017, "either to lessen the risk or see that sufficient precautions [were] taken to protect others from the harm that the risk poses."<sup>18</sup>

285. On or about January 6, 2017, Santiago was in ALLIED's care, custody, and control while in the Fort Lauderdale-Hollywood International Airport, and was in contact with multiple employees of ALLIED, who were acting within the scope of their employment.

286. ALLIED knew or should have known of the threat that DELTA AIR LINES' returning a firearm within the baggage claim area of the airport posed.

287. ALLIED knew or should have known of the threat that allowing a firearm to remain within the baggage claim area of the airport after its return posed.

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<sup>18</sup> *McCain* at 503.

288. ALLIED breached these duties on or about January 6, 2017, by failing to lessen the risks or to take sufficient precautions to protect others from the risks of harm that Santiago's possession of and continued presence with a firearm within the Fort Lauderdale-Hollywood International Airport posed.

289. Santiago continued shooting his firearm throughout the baggage claim area until eventually he emptied his ammunition and the shooting stopped.

290. No security personnel or employee of ALLIED was present at the time and location when Santiago had possession of his firearm in the baggage claim area.

291. No action was taken by ALLIED to attempt to stop Santiago from continuing to shoot his firearm.

292. No action was taken by ALLIED to safely evacuate the many passengers in the baggage claim area.

293. ALLIED had no plan of action to prevent the foreseeable threat of a mass shooting within the airport.

294. ALLIED had no plan for action in response to the foreseeable threat of a mass shooting within the airport.

295. ALLIED proximately caused the wrongful death of OLGA WOLTERING by failing to protect her from the risk of harm that they created by allowing Santiago to remain with his firearm in the Fort Lauderdale-Hollywood International Airport on or about January 6, 2017.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be

determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XIV- COMMON LAW NEGLIGENCE (WRONGFUL DEATH)**

**(Broward County Board of Commissioners,  
d/b/a Fort Lauderdale-Hollywood Int'l Airport)  
(Hereinafter "Broward County")**

296. Plaintiff incorporates by reference all prior allegation in this Complaint.

297. At all times relevant to this Complaint, OLGA WOLTERING was a paying customer of DELTA AIR LINES and was lawfully in the Fort Lauderdale-Hollywood International Airport.

298. At all times relevant to this Complaint, the Fort Lauderdale-Hollywood International Airport was owned by BROWARD COUNTY.

299. At all times relevant to this Complaint, the Fort Lauderdale-Hollywood International Airport, including the baggage claim area, was under the care, custody, and control of BROWARD COUNTY.

300. At all times relevant to this Complaint, the Fort Lauderdale-Hollywood International Airport posed an unreasonably dangerous risk to paying customers, such as OLGA WOLTERING, because BROWARD COUNTY failed to ensure that the airport was safe and secure for its paying customers and was free of violent crime and the risk of violent crime.

301. At all times relevant to this Complaint, BROWARD COUNTY was on notice that the Fort Lauderdale-Hollywood International Airport posed an unreasonably dangerous risk to paying customers, because airports had previously been the site of shootings and other violent crimes.



302. BROWARD COUNTY allowing and condoning airlines, such as DELTA AIR LINES', to return a firearm to passenger Esteban Santiago-Ruiz on or about January 6, 2017 in the Baggage Service Office, created a foreseeable zone of risk.

303. BROWARD COUNTY knew or should have known about DELTA AIR LINES' policies for returning firearms at the Fort Lauderdale-Hollywood International Airport.

304. BROWARD COUNTY's conduct of allowing Esteban Santiago-Ruiz to remain in the Fort Lauderdale-Hollywood International Airport with his firearm on or about January 6, 2017, created a foreseeable zone of risk.

305. BROWARD COUNTY had a duty on or about January 6, 2017, "either to lessen the risk or see that sufficient precautions [were] taken to protect others from the harm that the risk poses."<sup>19</sup>

306. On or about January 6, 2017, Santiago was, as a fare-paying passenger, in BROWARD COUNTY's care, custody, and control, and was in contact with multiple BROWARD COUNTY employees, who were acting within the scope of their employment.

307. BROWARD COUNTY knew or should have known of the threat that returning a firearm within the baggage claim area of the airport posed.

308. BROWARD COUNTY knew or should have known of the threat that allowing a firearm to remain within the baggage claim area of the airport after its return posed.

309. BROWARD COUNTY breached these duties on or about January 6, 2017, by failing to lessen the risks or to take sufficient precautions to protect others from the risks of harm that Santiago's possession of and continued presence with a firearm within the Fort Lauderdale-Hollywood International Airport posed.

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<sup>19</sup> *McCain* at 503.

310. Santiago continued shooting his firearm throughout the baggage claim area until eventually he emptied his ammunition and the shooting stopped.

311. No security personnel or employee of BROWARD COUNTY was present at the time and location when Santiago had possession of his firearm in the baggage claim area.

312. No action was taken by BROWARD COUNTY to attempt to stop Santiago from continuing to shoot his firearm.

313. No action was taken by BROWARD COUNTY to safely evacuate the many passengers in the baggage claim area.

314. BROWARD COUNTY had no plan of action to prevent the foreseeable threat of a mass shooting within the airport.

315. BROWARD COUNTY had no plan for action in response to the foreseeable threat of a mass shooting within the airport.

316. BROWARD COUNTY proximately caused the wrongful death of OLGA WOLTERING by failing to protect her from the risks of harm that they created by returning the firearm to Santiago and then allowing Santiago to remain with his firearm in the Fort Lauderdale-Hollywood International Airport on or about January 6, 2017.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XV- COMMON LAW NEGLIGENCE (WRONGFUL DEATH)**  
**(Broward Sheriff's Office)**  
**(Hereinafter "BSO")**

317. Plaintiff incorporates by reference all prior allegation in this Complaint.

318. At all times relevant to this Complaint, OLGA WOLTERING was a paying customer of DELTA AIR LINES and was lawfully in the Fort Lauderdale-Hollywood International Airport.

319. At all times relevant to this Complaint, the Fort Lauderdale-Hollywood International Airport, including the baggage claim area, was under the care, custody, and control of BSO.

320. At all times relevant to this Complaint, the Fort Lauderdale-Hollywood International Airport posed an unreasonably dangerous risk to paying customers, such as OLGA WOLTERING, because BSO failed to ensure that the airport was safe and secure for its paying customers and was free of violent crime and the risk of violent crime.

321. At all times relevant to this Complaint, BSO was on notice that the Fort Lauderdale-Hollywood International Airport posed an unreasonably dangerous risk to paying customers, because airports had previously been the site of shootings and other violent crimes.

322. BSO's conduct of allowing DETLA to return a firearm to Esteban Santiago-Ruiz in the airport on or about January 6, 2017, created a foreseeable zone of risk.

323. BSO's conduct of allowing Esteban Santiago-Ruiz to remain in the Fort Lauderdale-Hollywood International Airport with his firearm on or about January 6, 2017, created a foreseeable zone of risk.



324. BSO had a duty on or about January 6, 2017, “either to lessen the risk or see that sufficient precautions [were] taken to protect others from the harm that the risk poses.”<sup>20</sup>

325. On or about January 6, 2017, Santiago was, as a fare-paying passenger, in BSO’s care, custody, and control, and was in contact with multiple BSO employees, who were acting within the scope of their employment.

326. BSO knew or should have known of the threat that returning a firearm within the baggage claim area of the airport posed.

327. BSO knew or should have known of the threat that allowing a firearm to remain within the baggage claim area of the airport after its return posed.

328. BSO breached these duties on or about January 6, 2017, by failing to lessen the risks or to take sufficient precautions to protect others from the risks of harm that Santiago’s possession of and continued presence with a firearm within the Fort Lauderdale-Hollywood International Airport posed.

329. Santiago continued shooting his firearm throughout the baggage claim area until eventually he emptied his ammunition and the shooting stopped.

330. No security personnel or employee of BSO was present at the time and location when Santiago had possession of his firearm in the baggage claim area.

331. No action was taken by BSO to attempt to stop Santiago from continuing to shoot his firearm.

332. No action was taken by BSO to safely evacuate the many passengers in the baggage claim area.

333. BSO had no plan of action to prevent the foreseeable threat of a mass shooting within the airport.

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<sup>20</sup> *McCain* at 503.

334. BSO had no plan for action in response to the foreseeable threat of a mass shooting within the airport.

335. BSO proximately caused the wrongful death of OLGA WOLTERING by failing to protect her from the risks of harm that they created by returning the firearm to Santiago and then allowing Santiago to remain with his firearm in the Fort Lauderdale-Hollywood International Airport on or about January 6, 2017.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XVI – NEGLIGENCE *PER SE***  
**(Delta Air Lines, Inc.)**

336. Plaintiff incorporates by reference all prior allegation in this Complaint.

337. At all times relevant to this Complaint, DELTA AIR LINES, by their officers, agents, employees, or representatives, owed Decedent, OLGA WOLTERING, a duty to comply with all applicable laws, including Florida Statutes, to ensure the safety of all passengers.

338. DELTA AIR LINES, through their officers, agents, employees, or representatives, breached this duty owed to OLGA WOLTERING by violating Florida Statute section 790.06(12)(a)(14).

339. Florida Statutes section 790.06(12)(a)(14) states that a concealed carry license “does not authorize any person to openly carry a handgun or carry a concealed weapon or firearm into . . . [t]he inside of the passenger terminal and sterile area of any airport, provided

that no person shall be prohibited from carrying any legal firearm into the terminal, which firearm is encased for shipment for purposes of checking such firearm as baggage to be lawfully transported on any aircraft.” (Emphasis added.)

340. DELTA AIR LINES violated Florida Statute section 790.06(12)(a)(14) by returning Esteban Santiago-Ruiz’s firearm to him inside the passenger terminal of the airport for a purpose other than checking it on a flight.

341. OLGA WOLTERING was shot and killed as a direct and proximate result of DELTA AIR LINES’ violation of Florida Statute section 790.06(12)(a)(14).

342. Plaintiff, TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, suffered damages as a result of DELTA AIR LINES’ failure to follow all applicable laws, including Florida Statutes.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XVII – NEGLIGENCE *PER SE***  
**(Alliedbarton Security Services, LLC, Allied Universal, Corp., and Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC)**  
**(Hereinafter “Allied”)**

343. Plaintiff incorporates by reference all prior allegation in this Complaint.

344. At all times relevant to this Complaint, ALLIED, by their officers, agents, employees, or representatives, owed Decedent, OLGA WOLTERING, a duty to comply with all applicable laws, including Florida Statutes, to ensure the safety of all travelers.



345. ALLIED, through their officers, agents, employees, or representatives, breached this duty owed to OLGA WOLTERING by violating Florida Statute section 790.06(12)(a)(14).

346. Florida Statutes section 790.06(12)(a)(14) states that a concealed carry license “does not authorize any person to openly carry a handgun or carry a concealed weapon or firearm into . . . [t]he inside of the passenger terminal and sterile area of any airport, provided that no person shall be prohibited from carrying any legal firearm into the terminal, which firearm is encased for shipment for purposes of checking such firearm as baggage to be lawfully transported on any aircraft.” (Emphasis added.)

347. ALLIED violated Florida Statute section 790.06(12)(a)(14) by condoning and facilitating the return of Esteban Santiago-Ruiz’s firearm in the baggage claim and allowing him to remain inside the passenger terminal of the airport with his firearm.

348. OLGA WOLTERING was shot and killed as a direct and proximate result of ALLIED’s violation of Florida Statute section 790.06(12)(a)(14).

349. Plaintiff, TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, suffered damages as a result of ALLIED’s failure to follow all applicable laws, including Florida Statutes.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XVIII – NEGLIGENCE *PER SE***  
**(Broward County Board of Commissioners,**  
**d/b/a Fort Lauderdale-Hollywood Int'l Airport)**  
**(Hereinafter “Broward County”)**

350. Plaintiff incorporates by reference all prior allegation in this Complaint.

351. At all times relevant to this Complaint, BROWARD COUNTY, by its officers, agents, employees, or representatives, owed Decedent, OLGA WOLTERING, a duty to comply with all applicable laws, including Florida Statutes, to ensure the safety of all travelers.

352. BROWARD COUNTY, through its officers, agents, employees or representatives, breached this duty owed to OLGA WOLTERING by violating Florida Statute section 790.06(12)(a)(14).

353. Florida Statutes section 790.06(12)(a)(14) states that a concealed carry license “does not authorize any person to openly carry a handgun or carry a concealed weapon or firearm into . . . [t]he inside of the passenger terminal and sterile area of any airport, provided that no person shall be prohibited from carrying any legal firearm into the terminal, which firearm is encased for shipment for purposes of checking such firearm as baggage to be lawfully transported on any aircraft.” (Emphasis added.)

354. BROWARD COUNTY violated Florida Statute section 790.06(12)(a)(14) by condoning and facilitating the return of Esteban Santiago-Ruiz’s firearm in the baggage claim and allowing him to remain inside the passenger terminal of the airport with his firearm.

355. OLGA WOLTERING was shot and killed as a direct and proximate result of BROWARD COUNTY’s violation of Florida Statute section 790.06(12)(a)(14).

356. Plaintiff, TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, suffered damages as a result of BROWARD COUNTY’s failure to follow all applicable laws, including Florida Statutes.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XIX – NEGLIGENCE *PER SE***  
**(Broward Sheriff's Office)**  
**(Hereinafter "BSO")**

357. Plaintiff incorporates by reference all prior allegation in this Complaint.

358. At all times relevant to this Complaint, BSO, by its officers, agents, employees, or representatives, owed Decedent, OLGA WOLTERING, a duty to comply with all applicable laws, including Florida Statutes, to ensure the safety of all travelers.

359. BSO, through its officers, agents, employees, or representatives, breached this duty owed to OLGA WOLTERING by violating Florida Statute section 790.06(12)(a)(14).

360. Florida Statutes section 790.06(12)(a)(14) states that a concealed carry license "does not authorize any person to openly carry a handgun or carry a concealed weapon or firearm into . . . [t]he inside of the passenger terminal and sterile area of any airport, provided that no person shall be prohibited from carrying any legal firearm into the terminal, which firearm is encased for shipment for purposes of checking such firearm as baggage to be lawfully transported on any aircraft." (Emphasis added.)

361. BSO violated Florida Statute section 790.06(12)(a)(14) by condoning and facilitating the return of Esteban Santiago-Ruiz's firearm in the baggage claim and allowing him to remain inside the passenger terminal of the airport with his firearm.



362. OLGA WOLTERING was shot and killed as a direct and proximate result of BSO's violation of Florida Statute section 790.06(12)(a)(14).

363. Plaintiff, TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, suffered damages as a result of BSO's failure to follow all applicable laws, including Florida Statutes.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XX – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**  
**(Delta Air Lines, Inc.)**

364. Plaintiff incorporates by reference all prior allegations in this Complaint.

365. At all times relevant to this Complaint, Decedent, OLGA WOLTERING, was married to her husband, RALPH WOLTERING, who has suffered losses as a result of DELTA AIR LINES' wrongful conduct.

366. TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, brings this claim for Negligent Infliction of Emotional Distress on behalf of his father, RALPH WOLTERING, after OLGA WOLTERING's death was caused by the wrongful act, negligence, default, or breach of warranty of DELTA AIR LINES as described herein.

367. RALPH WOLTERING was married to OLGA WOLTERING for over sixty-four (64) years, from July 19, 1952, to January 6, 2017.

368. At all relevant times, DELTA AIR LINES owed OLGA WOLTERING and her husband RALPH WOLTERING a duty to act with reasonable care, and/or the injury to OLGA WOLTERING was reasonably foreseeable.

369. At all relevant times, DELTA AIR LINES had the power, ability, authority and duty to stop the acts of Esteban Santiago-Ruiz described herein and to intervene to prevent or prohibit such acts.

370. At all relevant times, DELTA AIR LINES knew, or reasonably should have known, that Santiago's conduct described herein would proximately result in OLGA WOLTERING's death, causing RALPH WOLTERING physical and emotional distress.

371. Despite said knowledge, power, and duty, DELTA AIR LINES negligently failed to stop the acts of Santiago described herein or to prevent or to prohibit such acts or otherwise to protect OLGA and RALPH WOLTERING, thereby breaching their duty to them.

372. RALPH WOLTERING was directly next to his wife, OLGA WOLTERING, when she was fatally shot in the head at the Fort Lauderdale-Hollywood International Airport on January 6, 2017.

373. Ralph then sat with his wife's body until authorities intervened.

374. As a direct and legal result of DELTA AIR LINES' negligent and wrongful acts, RALPH WOLTERING has suffered and will continue to suffer significant injury, pain and suffering, extreme and severe mental anguish, and emotional distress.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be

determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XXI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**  
**(Alliedbarton Security Services, LLC, Allied Universal Corp., and Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC)**  
**(Hereinafter “Allied”)**

375. Plaintiff incorporates by reference all prior allegations in this Complaint.

376. At all times relevant to this Complaint, Decedent, OLGA WOLTERING, was married to her husband, RALPH WOLTERING, who has suffered losses as a result of ALLIED’s wrongful conduct.

377. TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, brings this claim for Negligent Infliction of Emotional Distress on behalf of his father, RALPH WOLTERING, after OLGA WOLTERING’s death was caused by the wrongful act, negligence, or default of ALLIED as described herein.

378. RALPH WOLTERING was married to OLGA WOLTERING for over sixty-four (64) years, from July 19, 1952, to January 6, 2017.

379. At all relevant times, ALLIED owed OLGA WOLTERING and her husband RALPH WOLTERING a duty to act with reasonable care, and/or the injury to OLGA WOLTERING was reasonably foreseeable.

380. At all relevant times, ALLIED had the power, ability, authority and duty to stop the acts of Esteban Santiago-Ruiz described herein and to intervene to prevent or prohibit such acts.

381. At all relevant times, ALLIED knew, or reasonably should have known, that Santiago’s conduct described herein would proximately result in OLGA WOLTERING’s death, causing RALPH WOLTERING physical and emotional distress.



382. Despite said knowledge, power, and duty, ALLIED negligently failed to stop the acts of Santiago described herein, or to prevent or to prohibit such acts, or otherwise to protect OLGA and RALPH WOLTERING, thereby breaching its duty to them.

383. RALPH WOLTERING was directly next to his wife, OLGA WOLTERING, when she was fatally shot in the head at the Fort Lauderdale-Hollywood International Airport on January 6, 2017.

384. Ralph then sat with his wife's body until authorities intervened.

385. As a direct and legal result of ALLIED's negligent and wrongful acts, RALPH WOLTERING has suffered and will continue to suffer significant injury, pain and suffering, extreme and severe mental anguish, and emotional distress.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XXII – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

**(Broward County Board of Commissioners,  
d/b/a Fort Lauderdale-Hollywood Int'l Airport)  
(Hereinafter "Broward County")**

386. Plaintiff incorporates by reference all prior allegations in this Complaint.

387. At all times relevant to this Complaint, Decedent, OLGA WOLTERING, was married to her husband, RALPH WOLTERING, who has suffered losses as a result of BROWARD COUNTY's wrongful conduct.

388. TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, brings this claim for Negligent Infliction of Emotional Distress on behalf of his father, RALPH WOLTERING, after OLGA WOLTERING's death was caused by the wrongful act, negligence, default, or breach of warranty of BROWARD COUNTY as described herein.

389. RALPH WOLTERING was married to OLGA WOLTERING for over sixty-four (64) years, from July 19, 1952, to January 6, 2017.

390. At all relevant times BROWARD COUNTY owed OLGA WOLTERING and her husband RALPH WOLTERING a duty to act with reasonable care, and/or the injury to OLGA WOLTERING was reasonably foreseeable.

391. At all relevant times, BROWARD COUNTY had the power, ability, authority and duty to stop the acts of Esteban Santiago-Ruiz described herein and to intervene to prevent or prohibit such acts.

392. At all relevant times, BROWARD COUNTY knew, or reasonably should have known, that Santiago's conduct described herein would proximately result in OLGA WOLTERING's death, causing RALPH WOLTERING physical and emotional distress.

393. Despite said knowledge, power, and duty, BROWARD COUNTY negligently failed to stop the acts of Santiago described herein or to prevent or to prohibit such acts or otherwise to protect OLGA and RALPH WOLTERING, thereby breaching its duty to them.

394. RALPH WOLTERING was directly next to his wife, OLGA WOLTERING, when she was fatally shot in the head at the Fort Lauderdale-Hollywood International Airport on January 6, 2017.

395. Ralph then sat with his wife's body until authorities intervened.

396. As a direct and legal result of BROWARD COUNTY's negligent and wrongful acts, RALPH WOLTERING has suffered and will continue to suffer significant injury, pain and suffering, extreme and severe mental anguish, and emotional distress.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XXIII – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**  
**(Broward Sheriff's Office)**  
**(Hereinafter "BSO")**

397. Plaintiff incorporates by reference all prior allegations in this Complaint.

398. At all times relevant to this Complaint, Decedent, OLGA WOLTERING, was married to her husband, RALPH WOLTERING, who has suffered losses as a result of BSO's wrongful conduct.

399. TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, brings this claim for Negligent Infliction of Emotional Distress on behalf of his father, RALPH WOLTERING, after OLGA WOLTERING's death was caused by the wrongful act, negligence, default, or breach of warranty of BSO as described herein.

400. RALPH WOLTERING was married to OLGA WOLTERING for over sixty-four (64) years, from July 19, 1952, to January 6, 2017.

401. At all relevant times, BSO owed OLGA WOLTERING and her husband RALPH WOLTERING a duty to act with reasonable care, and/or the injury to OLGA WOLTERING was reasonably foreseeable.



402. At all relevant times, BSO had the power, ability, authority, and duty to stop the acts of Esteban Santiago-Ruiz described herein and to intervene to prevent or prohibit such acts.

403. At all relevant times, BSO knew, or reasonably should have known, that Santiago's conduct described herein would proximately result in OLGA WOLTERING's death, causing RALPH WOLTERING physical and emotional distress.

404. Despite said knowledge, power, and duty, BSO negligently failed to stop the acts of Santiago described herein or to prevent, or to prohibit such acts, or otherwise to protect OLGA and RALPH WOLTERING, thereby breaching its duty to them.

405. RALPH WOLTERING was directly next to his wife, OLGA WOLTERING, when she was fatally shot in the head at the Fort Lauderdale-Hollywood International Airport on January 6, 2017.

406. Ralph then sat with his wife's body until authorities intervened.

407. As a direct and legal result of BSO's negligent and wrongful acts, RALPH WOLTERING has suffered and will continue to suffer significant injury, pain and suffering, extreme and severe mental anguish, and emotional distress.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XXIV – LOSS OF CONSORTIUM**  
**(Delta Air Lines, Inc.)**

408. Plaintiff incorporates by reference all prior allegations in this Complaint.

409. At all times relevant to this Complaint, Decedent, OLGA WOLTERING, was married to her husband, RALPH WOLTERING, who has suffered losses as a result of DELTA AIR LINES' wrongful conduct.

410. TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, brings this claim for loss of consortium on behalf of his father, RALPH WOLTERING, after OLGA WOLTERING's death was caused by the wrongful act, negligence, default, or breach of warranty of DELTA AIR LINES as described herein.

411. RALPH WOLTERING was married to OLGA WOLTERING for over sixty-four (64) years, from July 19, 1952, to January 6, 2017, when their marriage was abruptly and traumatically ended by a fatal bullet.

412. Both RALPH WOLTERING's marital relationship and marital association with OLGA WOLTERING have ended due to DELTA AIR LINES' wrongful and negligent conduct.

413. For the reasons set forth herein, RALPH WOLTERING has lost his beloved wife's irreplaceable support, companionship, services, society, love, and affection. RALPH WOLTERING describes his life after losing OLGA as "living a nightmare."

414. Since January 6, 2017, RALPH WOLTERING has suffered great emotional pain and mental anguish as a direct and proximate result of the death of his wife, OLGA WOLTERING.

415. As a direct and proximate result of DELTA AIR LINES' wrongful conduct described herein, RALPH WOLTERING is suffering and will continue to suffer severe emotional distress, mental anguish, pain and suffering, impairment of personal relationships, and other damages.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XXV – LOSS OF CONSORTIUM**

**(Alliedbarton Security Services, LLC, Allied Universal Corp., and Universal Protection Services, LLC d/b/a Allied Universal Security Services, LLC)  
(Hereinafter “Allied”)**

416. Plaintiff incorporates by reference all prior allegations in this Complaint.

417. At all times relevant to this Complaint, Decedent, OLGA WOLTERING, was married to her husband, RALPH WOLTERING, who has suffered losses as a result of ALLIED’s wrongful conduct.

418. TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, brings this claim for loss of consortium on behalf of his father, RALPH WOLTERING, after OLGA WOLTERING’s death was caused by the wrongful act, negligence or default of ALLIED as described herein.

419. RALPH WOLTERING was married to OLGA WOLTERING for over sixty-four (64) years, from July 19, 1952, to January 6, 2017, when their marriage was abruptly and traumatically ended by a fatal bullet.

420. Both RALPH WOLTERING’s marital relationship and marital association with OLGA WOLTERING have ended due to ALLIED’s wrongful and negligent conduct.

421. For the reasons set forth herein, RALPH WOLTERING has lost his beloved wife’s irreplaceable support, companionship, services, society, love, and affection. RALPH WOLTERING describes his life after losing OLGA as “living a nightmare.”



422. Since January 6, 2017, RALPH WOLTERING has suffered great emotional pain and mental anguish as a direct and proximate result of the death of his wife, OLGA WOLTERING.

423. As a direct and proximate result of ALLIED's wrongful conduct described herein, RALPH WOLTERING is suffering and will continue to suffer severe emotional distress, mental anguish, pain and suffering, impairment of personal relationships, and other damages.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XVI – LOSS OF CONSORTIUM**  
**(Broward County Board of Commissioners,**  
**d/b/a Fort Lauderdale-Hollywood Int'l Airport)**  
**(Hereinafter "Broward County")**

424. Plaintiff incorporates by reference all prior allegations in this Complaint.

425. At all times relevant to this Complaint, Decedent, OLGA WOLTERING, was married to her husband, RALPH WOLTERING, who has suffered losses as a result of BROWARD COUNTY's wrongful conduct.

426. TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, brings this claim for loss of consortium on behalf of his father, RALPH WOLTERING, after OLGA WOLTERING's death was caused by the wrongful act, negligence, or default of BROWARD COUNTY as described herein.

427. RALPH WOLTERING was married to OLGA WOLTERING for over sixty-four (64) years, from July 19, 1952, to January 6, 2017, when their marriage was abruptly and traumatically ended by a fatal bullet.

428. Both RALPH WOLTERING's marital relationship and marital association with OLGA WOLTERING have ended due to BROWARD COUNTY's wrongful and negligent conduct.

429. For the reasons set forth herein, RALPH WOLTERING has lost his beloved wife's irreplaceable support, companionship, services, society, love, and affection. RALPH WOLTERING describes his life after losing OLGA as "living a nightmare."

430. Since January 6, 2017, RALPH WOLTERING has suffered great emotional pain and mental anguish as a direct and proximate result of the death of his wife, OLGA WOLTERING.

431. As a direct and proximate result of BROWARD COUNTY's wrongful conduct described herein, RALPH WOLTERING is suffering and will continue to suffer severe emotional distress, mental anguish, pain and suffering, impairment of personal relationships, and other damages.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**COUNT XVII – LOSS OF CONSORTIUM**  
**(Broward Sheriff's Office)**  
**(Hereinafter “BSO”)**

432. Plaintiff incorporates by reference all prior allegations in this Complaint.

433. At all times relevant to this Complaint, Decedent, OLGA WOLTERING, was married to her husband, RALPH WOLTERING, who has suffered losses as a result of BSO's wrongful conduct.

434. TIMOTHY WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, brings this claim for loss of consortium on behalf of his father, RALPH WOLTERING, after OLGA WOLTERING's death was caused by the wrongful act, negligence or default of BSO as described herein.

435. RALPH WOLTERING was married to OLGA WOLTERING for over sixty-four (64) years, from July 19, 1952, to January 6, 2017, when their marriage was abruptly and traumatically ended by a fatal bullet.

436. Both RALPH WOLTERING's marital relationship and marital association with OLGA WOLTERING have ended due to BSO's wrongful and negligent conduct.

437. For the reasons set forth herein, RALPH WOLTERING has lost his beloved wife's irreplaceable support, companionship, services, society, love, and affection. RALPH WOLTERING describes his life after losing OLGA as “living a nightmare.”

438. Since January 6, 2017, RALPH WOLTERING has suffered great emotional pain and mental anguish as a direct and proximate result of the death of his wife, OLGA WOLTERING.



439. As a direct and proximate result of BSO's wrongful conduct described herein, RALPH WOLTERING is suffering and will continue to suffer severe emotional distress, mental anguish, pain and suffering, impairment of personal relationships, and other damages.

WHEREFORE, Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of the Estate of OLGA WOLTERING, prays that this Court enter judgment against DEFENDANTS, jointly and severally, for actual and compensatory damages at an amount to be determined at trial, plus pre-judgment and post-judgment interest, and such other and further relief in equity or in law that Plaintiff may be entitled to or that this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, TIMOTHY J. WOLTERING, as the Personal Representative of THE ESTATE OF OLGA WOLTERING, demands that the issues herein be tried by a jury.

Dated this 8th day of January, 2018.

Respectfully submitted,

**DI PIETRO PARTNERS, LLP**

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*/s/ David Di Pietro*

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