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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA – SAN DIEGO DIVISION**

ADDAS SAADAT and ARMIN) Case No.: '22CV14 H JLB
REA SAADAT, individually and as)
Personal Representatives and) **COMPLAINT FOR DAMAGES**
Successors-In Interest to the)
ESTATE OF SARA SAADAT) **DEMAND FOR JURY TRIAL**

Plaintiffs,)
vs.)

UKRAINE INTERNATIONAL)
AIRLINES,)
Defendant.)

_____)

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1 COMES NOW, Plaintiffs, ADDAS SAADAT, father of Sara Saadat and
2 ARMIN REI COLLOSI, brother of Sara Saadat, individually and in their own
3 right, (hereinafter referred to as Plaintiffs), and on behalf of all heirs and
4 beneficiaries, brings this Complaint against Defendant, UKRAINE
5 INTERNATIONAL AIRLINES (hereinafter referred to as UIA).

6 **JURISDICTION**

7 1. Jurisdiction over these claims and UIA exists pursuant to 28 U.S.C. §
8 1331 under a treaty of the United States of America, the Convention for the
9 Unification of Certain Rules Relating to International Carriage by Air, signed at
10 Warsaw on October 12, 1929 (known as the “Warsaw Convention”) 49 stat., Part
11 II, p.3000, 2 Bevans 983, 137 L.N.T.S. 11, as modified by the Convention for the
12 Unification of Certain Rules for International Carriage by Air, opened for signature
13 on 28 May, 1999 ICAO Doc. 9740 (“known as the “Montreal Convention”),
14 which, among other things, eliminates any limitation on damages and confers
15 jurisdiction for these claims in the United States of America in Article 33 of the
16 treaty. Both the United States of America and Ukraine are signatories to the
17 Warsaw and Montreal Treaties.

18 2. Furthermore, this court has jurisdiction pursuant to 28 U.S.C. § 1332
19 because there is complete diversity of citizenship between the parties and the
20 amount in controversy exceeds \$75,000 exclusive of interests and costs. Diversity
21 exists at the time of commencement of this action because Plaintiffs reside in
22 California and Iran, and Defendant, UIA, is a Ukraine airline with its headquarters
23 in Kyiv, Ukraine. UIA maintains a principal base of operations in New York, New
24 York, and was conducting substantial business in and had sufficient contacts with
25 California and specifically Los Angeles International Airport for this court to
26 exercise jurisdiction.

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PARTIES

3. ADDAS SAADAT is the father of Sara Saadat and ARMIN REI COLLOSI is the brother of Sara Saadat. Plaintiffs are the Personal Representatives and Successors-In-Interest to the ESTATE OF SARA SAADAT, pursuant to Cal. *Code Civ. Proc.* § 377.11, *et seq.* There are three plaintiffs: (1) the ESTATE OF SARA SAADAT; (2) ADDAS SADDAT; and ARMIN REI COLLOSI.

4. UKRAINE INTERNATIONAL AIRLINES is an airline based out of Ukraine. UIA maintains a principal base of operations in New York, New York, and conducts substantial business in and had sufficient contacts with California and specifically Los Angeles International Airport for this court to exercise jurisdiction.

VENUE

3. Venue in this district satisfies the requirements of 28 U.S.C. § 1391 in that, as set out in this Complaint, Defendant, UIA conducts substantial business in and is subject to personal jurisdiction in this district including substantial operations and flights at Los Angeles International Airport. Venue in this district satisfies the requirements of § 1391 and Defendant is subject to personal jurisdiction in this district and has sufficient contacts with this district for this court to exercise both jurisdiction and venue. Article 33 of the Montreal Convention recognizes the courts of this District as a proper jurisdiction.

NATURE OF THE CAUSE OF ACTION

4. This is an action for damages on behalf of the Plaintiffs for personal injuries and death suffered when as a result of an accident on UIA Flight PS752 on January 8, 2020, en route from Khomeini International Airport in Tehran, Iran to Boryspil International Airport in Kyiv, Ukraine, Sara Saadat was injured and killed by the negligent and knowing, intentional and egregious actions of UIA.

FACTUAL ALLEGATIONS

5. On or about January 8, 2020, UIA was a common carrier which

1 operated a Boeing 737-800 aircraft as UIA Flight PS752 (hereinafter the “subject
2 flight” or “the flight”), offering non-stop service between from Khomeini
3 International Airport in Tehran, Iran to Boryspil International Airport in Kyiv,
4 Ukraine. At all times relevant to this Complaint, UIA owned, operated, and
5 supervised the subject flight through its agents, employees and contractors,
6 including its flight crew, cabin crews, dispatchers, schedulers, managers and
7 others.

8 6. On or about January 8, 2020, Sara was a passenger onboard the
9 subject flight engaged in international travel pursuant to a ticket purchased in San
10 Diego, in the United States of America.

11 7. On or about January 8, 2020, Sara was ticketed to land at Kyiv, where
12 Sara was to connect with another UIA flight, to Toronto, Canada, to Edmonton,
13 Canada, on her way to her final destination of San Diego, California.

14 8. Sara was a resident of San Diego, California, and begin her round trip
15 flight from San Diego.

16 9. Sara was just 23 years old, in good health, and was a Clinical
17 Psychology student at Alliant International University in San Diego, CA.

18 10. On January 8, 2020, Sara boarded the UIA Flight PS752 from Tehran
19 to Kyiv to journey to San Diego. Approximately 3 minutes into flight, the aircraft
20 was struck by two surface-to-air missiles which resulted in the crash. UIA operated
21 the fatal flight despite numerous warnings of the unsafe skies over Iran.

22 11. In the days and hours leading up to the crash, Iran and other nations
23 were engaged in openly hostile acts of aggression toward each other and others.

24 12. On January 3, 2020, Iranian Major General Qasem Soleimani was
25 killed by a United States military drone strike. This was confirmed by the President
26 of the United States who stated that Major General Soleimani was planning attacks
27 on U.S. embassies in the Middle East.

28

1 13. Shortly thereafter, several rockets hit near the U.S. Embassy in
2 Baghdad and the Iraqi Air Force base at Balad, north of Baghdad, Iraq. These were
3 reported to have been in retaliation for the death of Iranian Major General
4 Soleimani.

5 14. While there were no casualties resulting from the January 3, 2020,
6 missile strikes, on January 4, 2020, the U.S. President publicly warned Iran that if
7 it attacked any U.S. assets or personnel in the region, the U.S. would target 52
8 Iranian sites representing the 52 Americans taken hostage by Iran in 1979, and that
9 the U.S. would strike “very fast and very hard.”

10 15. On January 5, 2020, Iran announced that it would no longer abide by
11 the limitations in its 2015 nuclear agreement with the U.S., China, France, Russia,
12 the United Kingdom, Germany, and the European Union.

13 16. On January 8, 2020, at approximately 02:00 local time, approximately
14 15 ballistic missiles launched from Iran struck two Iraqi bases housing U.S. troops,
15 one in Irbil and one at Al Asad west of Baghdad. These Iran attacks on Iraq
16 occurred a few hours after the burial of Iranian Major General Soleimani and was
17 reported to be in retaliation for his death.

18 17. The missile attacks were widely reported in the media almost
19 immediately after they occurred.

20 18. A few hours later, after the ballistic missile attacks at the Al Asad
21 Airbase, the UIA Flight Crew prepared Flight PS752 for take-off from the
22 Khomeini International Airport in Tehran.

23 19. During their flight planning, two passengers failed to board the
24 aircraft, and the Flight was delayed approximately one hour while the baggage for
25 these passengers was located and removed from the aircraft.

26 20. These events of increasing violent and open aggression between the
27 U.S. and Iran which included missile and drone attacks were widely reported and
28 well known.

1 21. The situation became critical a few hours before UIA Flight PS752
2 when Iran launched missiles against U.S. troops at the Al Asad airbase in Iraq – the
3 second such missile attack in five days, and after the U.S. President warned Iran of
4 a “very fast and very hard” response should U.S. interests in the region be attacked.

5 22. The skies over Iran, and in particular near the Khomeini International
6 Airport in Tehran, were unsafe.

7 23. On January 8, 2020, at 00:07 UTC (03:37 Teheran local time), 1 1/2
8 hours after the missile attack on the Al Asad airbase, and 2 3/4 hours before UIA
9 Flight PS752 left the gate, the U.S. FAA issued an Emergency Order NOTAM
10 prohibiting all U.S. operators from flying over the airspace of Iraq and Iran “...due
11 to heightened Military activities and increased political tensions in the Middle
12 East, which present an inadvertent risk to U.S. civil aviation operations due to the
13 potential for miscalculation or mis-identification.” While this NOTAM was issued
14 by the FAA and, by its terms, was binding on U.S. air carriers and commercial
15 operators, it was immediately available to all air crews around the world, including
16 UIA and the crew of PS752, as soon as it was issued by the FAA.

17 24. UIA and the crew of PS752 knew or should have known about the
18 FAA Emergency NOTAM prior to the Flight. UIA and the crew of PS752 had, or
19 should have had updated and current threat and risk assessments for the Flight’s
20 point of origin (Khomeini International Airport in Tehran, Iran), point of
21 destination (Boryspil International Airport in Kyiv, Ukraine) and the routing in
22 between, and this type of security information was or should have been in the
23 Flight Crew’s pre-flight briefing packages for consideration as they did their flight
24 planning.

25 25. Under the circumstances, UIA the Flight Crew, for whom UIA is
26 responsible, knew or ought to have known of the clear and present danger to the
27 Flight and the passengers when they decided to dispatch the Flight for take-off in
28 the morning of January 8, 2020.

1 26. In the circumstances of open and aggressive hostility between the
2 U.S., Iran and other countries that existed in the days and hours leading up to the
3 flight, UIA and the flight crew, for whom UIA is responsible, should have
4 cancelled the flight, and their failure to do so was negligent, or in the alternative,
5 an act of willful misconduct which directly resulted in the deaths of the passengers
6 and damages to the Plaintiffs.

7 27. Defendant UIA is a common carrier and owed the highest degree of
8 care to all persons aboard its aircraft including Sara, and owed a duty to all persons
9 aboard the subject flight including Sara to exercise the highest duty of care to
10 prevent death and injury of any kind, including injury and death as a result of
11 UIA’s operations, failure to adequately assess risk, including delaying or
12 cancelling the flight until it was safe to do so. As a direct and proximate result of
13 the willful misconduct, UIA is liable for the damages sustained by Plaintiffs and
14 Plaintiffs are entitled to recover such damages to the extent allowed under all
15 applicable treaties and laws.

16 **CAUSE OF ACTION**

17 28. Plaintiffs re-allege and incorporate by reference as though fully set
18 forth herein, all paragraphs of their Complaint.

19 29. This action is brought pursuant to the provisions of the Montreal
20 Convention which states including but not limited to the following, among other
21 provisions:

22 Article 17
23 Liability of the Carrier

24 The carrier is liable for damage sustained in case of death or bodily
25 injury of a passenger upon condition only that the accident which
26 caused the death or injury took place on board the aircraft or in the
27 course of any of the operations of embarking or disembarking.

28 Article 19

1 Delay by the Carrier

2 The carrier is liable for damage occasioned by delay in the carriage by
3 air of passengers, baggage or cargo. Nevertheless, the carrier shall not be
4 liable for damage occasioned by delay if it proves that it and its servants and
5 agents took all measures that could reasonably be required to avoid the
6 damage or that it was impossible for it or them to take such measures.

6 Article 21

7 Negligence or Other Wrongful Acts or Omission of the Carrier

8 1. For damages arising under paragraph 1 of Article 17 not exceeding
9 100,000 Special Drawing Rights for each passenger, the carrier shall
10 not be able to exclude or limit its liability.

11 2. The carrier shall not be liable for damages arising under paragraph
12 1 of Article 17 to the extent that they exceed for each passenger
13 100,000 Special Drawing Rights if the carrier proves that:

14 **(a) such damage was not due to the negligence or other**
15 **wrongful act or omission of the carrier or its servants or**
16 **agents; or**

17 **(b) such damage was solely due to the negligence or other**
18 **wrongful act or omission of a third party. [Emphasis**
19 **added.]**

18 Article 22

19 Limits of Liability in Relation to Delay, Baggage and Cargo

20 2. In the carriage of baggage, the liability of the carrier in the case of
21 destruction, loss, damage or delay is limited to 1,000 Special Drawing
22 Rights for each passenger unless the passenger has made, at the time
23 when the checked baggage was handed over to the carrier, a special
24 declaration of interest in delivery at destination and has paid a
25 supplementary sum if the case so requires. In that case the carrier will
26 be liable to pay a sum not exceeding the declared sum, unless it
27 proves that the sum is greater than the passenger's actual interest in
28 delivery at destination.

Convention for the Unification of Certain Rules for International Carriage by Air,
signed at Montreal, Canada on May 28, 1999.

1 30. At all times relevant, it was the duty of UIA, by and through its agents
2 and employees, to exercise the highest degree of care in the operation of the subject
3 flight and to safeguard and care for the safety, health and life of its passengers.

4 31. The events alleged herein which occurred on board flight PS752, and
5 UIA's failure and refusal to properly assess risk and failure and refusal to delay and
6 or cancel the flight constituted an accident or unexpected unusual event that was
7 external to Sara as a passenger.

8 32. At all times relevant before the subject flight, the United States of
9 America and Ukraine signed and incorporated into UIA's tariffs and contract of
10 carriage all relevant treaties and international agreements under which UIA assumes
11 unlimited liability for passenger injury caused by an accident or unexpected unusual
12 event within the meaning of the Montreal and other conventions.

13 33. The Treaties, Conventions and Agreements were intended, among
14 other things, to be for the benefit of and to induce the patronage of the traveling
15 public.

16 34. UIA is liable for the injuries and damages to Plaintiffs and all injuries,
17 damages, losses and death to Sara, because the accident causing the injuries and
18 damages took place on an international UIA flight, as defined by the Warsaw and
19 Montreal Conventions, amendments.

20 35. As a direct and proximate result of the foregoing, Plaintiffs are entitled
21 to recover damages alleged herein and UIA is liable for compensatory damages in a
22 sum within the jurisdiction of this court.

23 36. The failure of UIA to adequately perform its duties as set forth and
24 herein, by providing safe passage and reasonable safety measures constitutes a
25 breach of its duty which included the highest standard of care owed as a common
26 carrier to its passengers.

27 37. UIA was negligent in the following particulars:

28 a) Dispatching the aircraft for Flight PS752 when they knew or ought to

- 1 have known it was dangerous to do so;
- 2 b) Failing to cancel Flight PS752;
- 3 c) Failing to delay Flight PS752 until it was safe to proceed;
- 4 d) Failing to have an adequate, or any, method and/or system of risk
- 5 assessment;
- 6 e) Failing to employ and/or properly train staff with respect to effective
- 7 risk assessment;
- 8 f) Failing to adequately, or at all, supervise staff tasked with risk
- 9 assessment;
- 10 g) Failing to employ an adequate number of staff for the purposes of
- 11 effective risk assessment;
- 12 h) Failing to provide the flight crew with adequate and current risk
- 13 assessment information prior to or during their planning of the flight which would
- 14 have revealed to the flight crew that it was dangerous to proceed with the flight;
- 15 i) Failing to provide the Flight Crew with adequate guidance regarding
- 16 the risk to the flight which would have revealed to the flight crew that it was
- 17 dangerous to proceed with the flight;
- 18 j) Directing the flight crew to proceed with the flight when it was
- 19 dangerous to do so;
- 20 k) Deciding to direct the flight crew to proceed with the flight when they
- 21 knew it was dangerous to do so, with wanton disregard for the safety and welfare
- 22 of the passengers and flight crew;
- 23 l) Deciding to put the financial interests of the airline before the safety
- 24 and welfare of the passengers and flight crew by directing the flight crew to
- 25 proceed with the flight when they knew it was dangerous to do so;
- 26 m) Purposely ignoring the concerns of the flight crew and/or others in
- 27 favour of the airline's own interests; and, or
- 28 n) Failing to adequately train the flight crew, dispatch, and other

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1 employees and agents of UIA on the evaluation of risk to the flight at the point of
2 departure, the point of destination and the routing of the flight between the point of
3 departure and the point of destination, which training would have resulted in the
4 flight crew making the correct decision to not proceed with the flight.

5 37. The injuries, fear of impending death, multiple explosions and
6 impacts and pain and terror associated therewith and death suffered by Sara were a
7 direct and proximate result of UIA’s negligence, or other wrongful act or omission
8 in the ownership, supervision and operation of the subject flight and failure and
9 refusal to delay or cancel the flight. The injuries suffered by Plaintiffs were
10 proximately caused by the negligence of UIA and not some other person or entity,
11 and UIA is liable for all damages according to proof unless UIA proves some other
12 entity is entirely responsible for the negligence, injury and damages.

13 38. As a result of UIA’s actions and inactions, Plaintiffs and Sara suffered
14 severe physical injuries, emotional trauma directly related to the physical injuries,
15 loss of income, wrongful death, funeral and other loss of life expenses, survival
16 claims, property loss, and additional and continuing substantial damages and losses
17 in amounts to be determined at trial.

18 **REQUEST FOR RELIEF**

19 WHEREFORE Plaintiffs, having complained of the actions and inactions,
20 of Defendant UIA, Plaintiffs request relief commensurate with the cause of action
21 set forth herein, as the court and jury deem fair and just, including but not limited
22 to, all damages allowed by law and allowably damages for sorrow, mental anguish
23 and solace which may include society, companion-ship, comfort, guidance, kindly
24 offices and advice of the decedent; compensation for reasonably expected loss of
25 income and income accumulation of the decedent and her estate and services,
26 protection, care and assistance provided by the decedent, expenses for the
27 decedent incident to the injury resulting in death, pain and suffering during and
28 after injuries, explosions and multiple impacts, and before death; emotional

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1 distress from these injuries, reasonable funeral expenses; and all fees, costs and
2 all proper additional relief, such as attorney fees, as this Honorable Court deems
3 equitable, just and proper. This includes requests for all compensatory and special
4 damages to be proven at trial, including general damages for Sara Sadaat’s pain
5 and suffering during her impending death.

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Dated: January 6, 2022

**CARPENTER & ZUCKERMAN
AND MOTLEY RICE LLC**

/s/ John P. Kristensen

John P. Kristensen
Mary Schiavo

Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

Plaintiffs and each of them demand a jury trial on all issues and causes of action.

Dated: January 6, 2022

**CARPENTER & ZUCKERMAN
AND MOTLEY RICE LLC**

/s/ John P. Kristensen

John P. Kristensen

Mary Schiavo

Attorneys for Plaintiffs