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**ATTORNEYS FOR PLAINTIFF**  
KHAIRULDEEN MAKHZOOMI

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

KHAIRULDEEN MAKHZOOMI,

Plaintiff,

v.

SOUTHWEST AIRLINES CO., SHOAIB  
AHMED, AND DOES 1 THROUGH 100.

Defendants.

Case No. 3:18-cv-924

**COMPLAINT FOR DAMAGES**

- 1) Discrimination
- 2) Racial Discrimination
- 3) Denial of Freedom and Equality
- 4) Negligence
- 5) Intentional Infliction of Emotional Distress (IIED)

**DEMAND FOR JURY TRIAL**

**INTRODUCTION**

1. On April 6, 2016, Plaintiff Khairuldeen Makhzoomi, a young, law-abiding Iraqi refugee and American citizen was sitting in his seat aboard Southwest



1 employee of Defendant Southwest and was acting within the scope of his employment  
2 with Defendant Southwest.

3 9. Plaintiff is unaware of the true names and capacities of those  
4 defendants sued herein as DOES 1-100, inclusive, and therefore sues said defendants  
5 by such fictitious names. Plaintiff will amend this Complaint to allege the true  
6 names and capacities of said defendants when they have been ascertained, together  
7 with other charging allegations as may be appropriate.

8 10. Upon information and belief, each defendant designated as a DOE is  
9 responsible in some actionable manner for the incidents hereinafter referred to and  
10 for the injuries and damages proximately caused to Plaintiff, either through  
11 defendants' own negligent conduct, or by and through the conduct of its/his/her  
12 agents, servants or employees, or in some other manner which is yet to be known.

13 **JURISDICTION AND VENUE**

14 11. This court has federal question subject matter jurisdiction pursuant to  
15 28 U.S.C. § 1331, as the claims averred herein arise out of civil rights violations  
16 arising under the Civil Rights Act of 1991, 42 U.S.C. §1981 and 42 U.S.C. § 2000(d),  
17 which prohibits federally assisted programs from discriminating based on race or  
18 national origin.

19 12. Pursuant to 28 U.S.C. § 1367, this court has supplemental jurisdiction  
20 over the state law claims in this action because they form the same case and  
21 controversy as the federal claims and arise out of the same events: Southwest's  
22 discrimination against Plaintiff in removing him from his flight.

23 13. Venue is proper within this judicial district pursuant to 28 U.S.C. §  
24 1391 because for the purposes of venue, at all relevant times hereto, Plaintiff resided  
25 in this district, and/or a substantial part of the events or omissions giving rise to this  
26 claim occurred in this district, and/or Defendant resides in this district.

27 **GENERAL FACTUAL ALLEGATIONS**

28 14. On or about April 6, 2017, Plaintiff Khairuldeen Makhzoomi was a

1 ticketed passenger aboard Southwest Airlines Flight 4620 heading out of Los Angeles  
2 International Airport, (LAX) to Oakland International Airport, (OAK).

3 15. At the time of the incident, Plaintiff was pursuing a degree in public  
4 policy and had just finished attending a special invite-only event where he met and  
5 had dinner with United Nations Secretary, General Ban Ki-moon.

6 16. Plaintiff was returning home after the event and had boarded the  
7 Southwest plane: he was properly seated, abiding all the rules and laws of aircraft  
8 security, not engaging in any misconduct or being rowdy in any fashion.

9 17. While waiting for the plane to complete boarding and to take off,  
10 Plaintiff was casually on his cell phone, talking to his uncle in his native language,  
11 Arabic.

12 18. Plaintiff was excited to share with his uncle that he had the opportunity  
13 to meet the UN Secretary General, and even asked a question about the secretary's  
14 plans to combat the Islamic State.

15 19. Shortly thereafter, upon information and belief, Defendant Shoaib  
16 Ahmed, a Southwest agent and employee, and two police officers approached Plaintiff  
17 and removed him from the plane in front of all remaining passengers.

18 20. Plaintiff respectfully abided law enforcements' demands and deplaned,  
19 despite having done nothing wrong – and his Southwest flight to OAK took off  
20 without him.

21 21. Upon information and belief, no Southwest personnel had observed any  
22 suspicious or concerning activity, nor did any Southwest agent perform even the  
23 slightest, most cursory questioning into whether Plaintiff was a security threat.

24 22. Upon information and belief, at no time did any Southwest personnel  
25 ask Plaintiff what he was doing, who he was talking to, why, or what about, prior to  
26 being pulled from the plane.

27 23. Upon information and belief, Southwest was and is well aware of the  
28 prevalent stereotypes and sentiments associated with Islamophobia and knew or

1 should have known that they cannot simply remove Arabic speaking passengers  
2 without having a valid reason or concern.

3         24. Southwest singled out Plaintiff for speaking in Arabic and punished him  
4 for publicly displaying his identity, while other non-Arabic speaking passengers, who  
5 were sitting on the plane, casually using their phones, were not removed from the  
6 flight.

7         25. When Defendant Shoaib Ahmed, the Southwest agent and employee  
8 acting within the scope of his employment, came to remove Plaintiff from the plane,  
9 he attempted to speak to the Plaintiff in Arabic, to which Plaintiff requested  
10 Defendant Ahmed to please speak in English.

11         26. Defendant Ahmed then admonished Plaintiff for speaking in Arabic on  
12 an airplane, given the current political climate, saying “You seem that you were  
13 having a serious conversation on the phone. Who were you talking to?” to which  
14 Plaintiff explained he was talking to his uncle about the conference the night before,  
15 and the agent reacted, “Why are you talking in Arabic? You know the environment is  
16 very dangerous”.

17         27. Southwest’s employee and agent, Defendant Ahmed, made it clear to  
18 Plaintiff that he was being removed from the plane for speaking in Arabic.

19         28. Plaintiff was then brought into the terminal and made to stand in a  
20 corner for 45 minutes before being aggressively patted down and invasively searched  
21 in front of a crowd of onlookers and half a dozen police officers, including a K-9 unit.

22         29. Plaintiff felt humiliated, in shock, confused, and began to silently cry.

23         30. Federal Bureau of Investigations (hereinafter “FBI”) officials eventually  
24 approached him, took him to a private room, and again interrogated him and  
25 searched all of his belongings.

26         31. At this time, a FBI agent confirmed that Plaintiff’s removal was due to  
27 his speaking on the phone in Arabic: he specifically told Plaintiff “Well, I think you’re  
28 done with Southwest. Next time you are flying, don’t use your phone, just sit there,

1 and I advise you to apologize to Southwest.”

2 32. After hours of questioning, searching, and pleading innocence, Plaintiff  
3 was finally cleared and released.

4 33. Southwest refunded Plaintiff’s ticket but still refused to let him fly –  
5 refusing to book him on another flight, despite his having been cleared by local law  
6 enforcement *and* the FBI.

7 34. As a result, Plaintiff was deprived his contractual right to fly based on  
8 his purchased ticket with Southwest, seriously inconvenienced, and forced to book a  
9 trip on a different airline, ultimately buying a ticket with Delta Airlines to get home.

10 35. As a result of this intentional racial discrimination, denial of equal  
11 rights and benefits, exclusion, denial of freedom and equality, negligence, and  
12 intentional infliction of emotional distress, Plaintiff has suffered from trauma,  
13 stigmatization, severe mental and emotional distress, embarrassment, public  
14 humiliation, damage to his personal and professional reputation, anxiety, fear and  
15 apprehension associated with airports and flying; and immense pressure to look and  
16 act a certain way so to camouflage his identity.

17 **FIRST CAUSE OF ACTION**

18 **(Discrimination and Denial of Equal Rights Under the Law**

19 **42 U.S.C § 1981— “Civil Rights Act of 1991”)**

20 36. Plaintiff hereby re-pleads, re-alleges, and incorporates all previous  
21 allegations of this Complaint, as if fully set forth herein.

22 37. Plaintiff is a member of a racial minority group as an Iraqi refugee and  
23 a member of the Middle Eastern and Muslim communities.

24 38. At all times relevant hereto, Plaintiff, despite his Middle Eastern/  
25 Muslim identities, had the same civil right to be treated equally in making and  
26 enforcing contracts and to be subject to the same punishments, pains, penalties, as  
27 white citizens, and to no other, pursuant to 42 U.S.C. § 1981.

28 39. Stemming from this right, Plaintiff had the right to the performance,

1 benefits, privileges, terms, and conditions of the contracts he entered into.

2 40. As such, when Plaintiff contracted with Southwest, a commercial air  
3 carrier engaged in air transportation services for passage on Flight 4620 from LAX to  
4 OAK, as a paying passenger and contracting party, he had the right to be treated  
5 equally and in a manner free from discrimination pursuant to 42 U.S.C. § 1981.

6 41. Plaintiff had equal rights to the performance, benefits, privileges, terms,  
7 and conditions of the contract entered into with Southwest for travel on the  
8 commercial air carrier pursuant to 42 U.S.C. § 1981.

9 42. Plaintiff's civil rights under 42 U.S.C. § 1981 were violated when he was  
10 denied equal treatment in making and enforcing his contract with Southwest  
11 airlines, and was not subject to the same punishments, pains, penalties, and  
12 exclusions as white citizens, and no other.

13 43. Plaintiff was unable to enjoy the performance, benefits, privileges,  
14 terms, and conditions of the contract he entered into with Southwest because he was  
15 wrongfully removed from the flight.

16 44. Southwest intentionally and purposefully discriminated against  
17 Plaintiff based on his race when, by and through their employees and agents, it  
18 wrongfully removed Plaintiff from his contracted-for flight on April 6, 2016 despite  
19 Plaintiff doing nothing wrong, except for sitting in his rightful seat, speaking on the  
20 phone *in Arabic*.

21 45. Defendant Ahmed was acting in the course of his employment as a  
22 Southwest agent employed by the Defendant at the time he approached Plaintiff and  
23 wrongfully removed him from the plane for speaking on the phone in Arabic while  
24 aboard a flight.

25 46. Defendant Southwest is liable for the actions of its agents and  
26 employees, including Defendant Ahmed directly and vicariously under doctrine of  
27 *respondeat superior*.

28 47. At no point did Plaintiff engage in any suspicious, loud, rowdy, unruly,

1 inciteful, or inappropriate behavior and at all times relevant hereto, Plaintiff abided  
2 by all rules and regulations of aircrafts and airline security.

3 48. No passenger or agent of Southwest actually observed any safety  
4 concerns or contentious communications with Plaintiff, let alone any altercations or  
5 reasons to cause concern, except for the fact that Plaintiff appeared to be Middle  
6 Eastern or Muslim.

7 49. Plaintiff was using his cellphone prior to take-off, like many other non-  
8 Arabic speaking passengers were; however, they were not singled out, racially  
9 profiled, and penalized for speaking in their native language and nor were they  
10 removed from the plane, interrogated, and detained the way Plaintiff was.

11 50. Southwest had no legitimate reason or justification to remove Plaintiff  
12 from the flight and to deny him of his contractual rights except for racial bias and  
13 discrimination, thereby making this discrimination intentional and purposeful.

14 51. Southwest had a duty to uphold its contractual duties and obligations to  
15 Plaintiff and not act out of intentional, purposeful discrimination, but instead, it  
16 disregarded these duties and acted in an arbitrary and capricious manner in  
17 removing Plaintiff from the flight for no sound purpose.

18 52. This was further confirmed by one of the FBI agents, who while  
19 questioning Plaintiff told him, “next time don’t use your cellphone”, once again  
20 making it clear, that Southwest removed Plaintiff purely for talking on his cellphone.

21 53. Moreover, after having cleared such severe interrogations and searches,  
22 Southwest became aware that Plaintiff was actually not a threat; yet, the airline  
23 continued to deny Plaintiff the ability or right to book or travel on any of its flights.

24 54. Ultimately, because Southwest failed to uphold its contractual  
25 obligations and violated Plaintiff’s rights under 42 U.S.C. § 1981, Plaintiff was forced  
26 to book a separate flight, on a different airline, to finally complete his travel.

27 55. As a direct and proximate result of this intentional racial  
28 discrimination, denial of equal rights and benefits, Plaintiff has suffered from

1 stigmatization, mental and emotional distress, damage to his personal and  
2 professional reputation, fear and apprehension associated with airports and flying,  
3 and immense pressure to look and act a certain way so to camouflage his identity.

4 **SECOND CAUSE OF ACTION**

5 **(Racial Discrimination, Exclusion, and Denial of Benefits**

6 **42 U.S.C. § 2000d)**

7 56. Plaintiff hereby re-pleads, re-alleges, and incorporates all previous  
8 allegations of this Complaint, as if fully set forth herein.

9 57. At all times relevant hereto, Plaintiff had the right to participate and  
10 enjoy the benefits of federally assisted programs and not be excluded or  
11 discriminated against based on race, color, or national origin pursuant to 42 U.S.C. §  
12 2000(d).

13 58. At all times relevant hereto, Southwest was and is a commercial air  
14 carrier receiving federal assistance as it operates according to the rules and  
15 regulations of the Federal Aviation Agency and the Department of Transportation,  
16 Department of Homeland Security, and works in compliance with various other  
17 federal agencies.

18 59. Moreover, Southwest receives federal funds via federal subsidies and  
19 therefore is subject to 42 U.S.C. § 2000(d).

20 60. Defendant Southwest is liable for the actions of its employees and  
21 agents, including Defendant Ahmed, directly and vicariously through *respondeat*  
22 *superior*.

23 61. Plaintiff was deprived the benefits and participation in, and excluded  
24 from traveling on his Southwest flight, in violation of 42 U.S.C. § 2000(d), when he  
25 was wrongfully removed from the airplane for simply speaking on the phone in  
26 Arabic.

27 62. At no point did Plaintiff engage in any suspicious, loud, rowdy, unruly,  
28 inciteful, or inappropriate behavior and at all times relevant hereto, Plaintiff abided

1 by all rules and regulations of aircrafts and airline security.

2 63. No passenger or agent of Southwest actually observed any safety  
3 concerns or contentious communications with Plaintiff, let alone any altercations or  
4 reasons to cause concern, except for the fact that Plaintiff appeared to be Middle  
5 Eastern or Muslim.

6 64. Plaintiff was using his cellphone prior to take-off, like many other non-  
7 Arabic speaking passengers were; however, they were not singled out, racially  
8 profiled, and penalized for speaking in their native language and removed from the  
9 plane, interrogated, and detained the way Plaintiff was.

10 65. Southwest had no legitimate basis or justification to remove Plaintiff  
11 from the flight and deny him of his contractual rights except for racial bias and  
12 discrimination, thereby making this discrimination intentional and purposeful.

13 66. Southwest did nothing to verify or even slightly corroborate the  
14 complaint they received regarding Plaintiff to determine that it was genuine,  
15 authentic, and not the result of racial bias and Islamophobia, instead, without asking  
16 Plaintiff any questions or making any observations of its own, Southwest removed  
17 Plaintiff from the plane and the airlines' agent, berated him for speaking in Arabic,  
18 given the political climate.

19 67. This was further confirmed by one of the questioning FBI agents, who  
20 later told Plaintiff, "next time don't use your cellphone", once again making it clear,  
21 that Southwest removed Plaintiff from the plane solely for speaking on his cellphone.

22 68. Moreover, after having cleared such severe interrogations and searches,  
23 Southwest became aware that Plaintiff was actually not a threat; yet, it still  
24 continued to deny Plaintiff the ability or right to book or travel on any of its flights.

25 69. This denial further perpetuates Southwest's intentional racial  
26 discrimination, because once being cleared, Southwest had no basis to deny Plaintiff  
27 travel, yet, it still refused to let him purchase a ticket, while other, non-Arabic  
28 speaking customers were not denied the right to contract with Southwest.

1 70. Ultimately, because Southwest violated Plaintiffs rights under 42  
2 U.S.C. § 2000(d), Plaintiff was forced to book a separate flight, on a different airline,  
3 in order to finally complete the travel he had originally planned and purchased.

4 71. As a direct and proximate result of this intentional racial  
5 discrimination, denial of equal participation and enjoyment of benefits, Plaintiff has  
6 suffered from mental and emotional distress, embarrassment, public humiliation,  
7 damage to his personal and professional reputation, anxiety, fear and apprehension  
8 associated with airports and flying, and immense pressure to look and act a certain  
9 way so to camouflage his identity, including feeling the need to shave his beard prior  
10 to flying, and to avoid traveling with his Arabic textbooks.

11 **THIRD CAUSE OF ACTION**

12 **(Denial of Freedom and Equality in Business Establishments**

13 **California Civil Code § 51—“Unruh Civil Rights Act”)**

14 72. Plaintiff hereby re-pleads, re-alleges, and incorporates all previous  
15 allegations of this Complaint, as if fully set forth herein.

16 73. At all times relevant hereto, Plaintiff’s civil rights were violated under  
17 Cal. Civ. Code § 51 in California, more specifically at LAX airport.

18 74. Southwest is a business entity, conducting regular business within the  
19 State of California, and as such, is a business establishment subject to Cal. Civ. Code  
20 § 51.

21 75. Defendants are liable for the actions of its agents and employees,  
22 including Defendant Shoaib Ahmed directly and under the doctrine of *respondeat*  
23 *superior*.

24 76. Southwest intentionally and purposefully discriminated against  
25 Plaintiff, denying him full and equal accommodations and business services in  
26 violation of Cal. Civ. Code § 51 when by and through its agents and employees,  
27 including Defendant Ahmed, it wrongfully removed Plaintiff from the airplane for  
28 simply talking on the phone in Arabic.

1           77. At no point did Plaintiff engage in any suspicious, loud, rowdy, unruly,  
2 inciteful, or inappropriate behavior and at all times relevant hereto, Plaintiff abided  
3 by all rules and regulations of aircrafts and airline security.

4           78. No passenger or agent of Southwest observed any safety concerns or  
5 contentious communications with Plaintiff, let alone any altercations or reasons to  
6 cause concern, except for the fact that Plaintiff appeared Middle Eastern or Muslim.

7           79. Plaintiff was using his cellphone prior to take-off, like many other non-  
8 Arabic speaking passengers were; however, they were not singled out, racially  
9 profiled, and penalized for speaking in their native language and nor were they  
10 removed from the plane, interrogated, and humiliated the way Plaintiff was.

11           80. Southwest had no legitimate basis or justification to remove Plaintiff  
12 from the flight and deny him of his contractual rights except for racial bias and  
13 discrimination, thereby making this discrimination intentional and purposeful.

14           81. Southwest did nothing to verify or even slightly corroborate the  
15 complaint they received regarding Plaintiff to determine that it was genuine,  
16 authentic, and not the result of racial bias and Islamophobia, instead, without asking  
17 Plaintiff any questions or making any observations of its own, Southwest removed  
18 Plaintiff from the plane and the airlines' agent, berated him for speaking in Arabic,  
19 given the political climate.

20           82. This was further confirmed by one of the questioning FBI agents, who  
21 later told Plaintiff, "next time don't use your cellphone", once again making it clear,  
22 that Southwest removed Plaintiff for talking on his cellphone.

23           83. Moreover, after having cleared such severe interrogations and searches,  
24 Southwest realized Plaintiff was actually not a threat; yet, the airline still continued  
25 to deny Plaintiff the ability or right to book or travel on any of its flights.

26           84. This denial further perpetuates Southwest's intentional racial  
27 discrimination, because once being cleared, Southwest had absolutely no basis to  
28 deny Plaintiff travel, yet, it still refused to let him purchase a ticket, while other,

1 non-Arabic speaking customers were not denied the right to contract with Southwest.

2 85. Ultimately, because Southwest violated Plaintiffs rights under Cal. Civ.  
3 Code § 51, Plaintiff was forced to book a separate flight, on a different airline, in  
4 order to finally complete the travel he had originally contracted with Southwest for.

5 86. As a direct and proximate result of this intentional racial  
6 discrimination, denial of equal participation and enjoyment of benefits, Plaintiff has  
7 suffered from mental and emotional distress, embarrassment, public humiliation,  
8 damage to his personal and professional reputation, anxiety, fear and apprehension  
9 associated with airports and flying, and immense pressure to look and act a certain  
10 way so to camouflage his identity, including feeling the need to shave his beard prior  
11 to flying, and to avoid traveling with his Arabic textbooks.

12 **FOURTH CAUSE OF ACTION**

13 **(Negligence)**

14 87. Plaintiff hereby re-pleads, re-alleges, and incorporates all previous  
15 allegations of this Complaint, as if fully set forth herein.

16 88. Southwest is a commercial airline in the business of providing air  
17 transportation to passengers and as such, is a common carrier bound by a heightened  
18 duty of care to its passengers.

19 89. As a paying, ticketed, and seated passenger aboard Southwest Flight  
20 4620, Southwest owed the Plaintiff this heightened duty of care.

21 90. Southwest racially discriminated against Plaintiff and acted negligently,  
22 breaching its duty of care to Plaintiff in the following ways:

- 23 a. failure to act reasonably in providing a safe travel environment  
24 free from hostility, racial discrimination, and Islamophobia;  
25 b. failure to act with the highest care and vigilance of a cautious  
26 person in providing a safe travel environment free from hostility,  
27 racial discrimination, and Islamophobia;  
28 c. failure to establish protocols and procedures regarding co-

- 1 passenger complaints;
- 2 d. failure to take reasonable care in assessing, addressing,
- 3 corroborating, verifying, or even simply determining the
- 4 authenticity of co-passenger complaints;
- 5 e. failure to act with the highest care and vigilance of a cautious
- 6 person in assessing, addressing, corroborating, verifying, or even
- 7 simply determining the authenticity of co-passenger complaints;
- 8 f. failure to honor contractual relationships;
- 9 g. failure to be treat Arabic speaking passengers the same way as
- 10 Non-Arabic speaking passengers;
- 11 h. failure to reasonably avoid harm to passengers.

12 91. Moreover, after having cleared such severe interrogations and searches,

13 Southwest realized Plaintiff was actually not a threat; yet, the airline continued to

14 deny Plaintiff the ability or right to book or travel on any of its flights.

15 92. This denial further perpetuates Southwest's lack of care and negligence

16 in providing a safe environment, free from racial discrimination, because once being

17 cleared, Southwest had absolutely no basis to deny Plaintiff travel; yet, it still

18 refused to let him purchase a ticket, while other, non-Arabic speaking customers

19 were not denied the right to contract with Southwest.

20 93. Due to Southwest's negligence, Plaintiff was forced to book a separate

21 flight, on a different airline, to finally complete the travel he had originally

22 purchased from Southwest.

23 94. As a direct and proximate result of this intentional racial

24 discrimination, denial of equal participation and enjoyment of benefits, Plaintiff has

25 suffered from mental and emotional distress, embarrassment, public humiliation,

26 damage to his personal and professional reputation, anxiety, fear and apprehension

27 associated with airports and flying, and immense pressure to look and act a certain

28 way so to camouflage his identity, including feeling the need to shave his beard prior

1 to flying, and to avoid traveling with his Arabic textbooks.

2 95. Defendant Southwest's acts as described herein are malicious,  
3 oppressive, despicable, and in conscious disregard of Plaintiff's rights, and as such,  
4 punitive damages are warranted against Southwest in order to punish and make an  
5 example of them.

6 **FIFTH CAUSE OF ACTION**

7 **(Intentional Infliction of Emotional Distress (IIED))**

8 96. Plaintiff hereby re-pleads, re-alleges, and incorporates all previous  
9 allegations of this Complaint, as if fully set forth herein.

10 97. Defendant Southwest engaged in extreme and outrageous conduct when  
11 it intentionally pulled Plaintiff from his flight for no valid reason and based purely on  
12 race, subjected him to extensive questioning and searching.

13 98. Southwest's wrongful removal was intentional and malicious, and done  
14 to frighten Plaintiff, to cause Plaintiff to suffer humiliation, shock, agony, fear,  
15 embarrassment, and anxiety and for no other valid reasons.

16 99. Southwest is liable for the actions of its agents and employees, directly  
17 and vicariously through the doctrine *respondeat superior*.

18 100. As a common carrier, Southwest owed Plaintiff an even higher standard  
19 of care—that of a very cautious person, but instead, Southwest, by and through its  
20 agents and employees, including Defendant Ahmed, acted intentionally in  
21 discriminating against Plaintiff and singling him out.

22 101. As direct and proximate result of Southwest's intentional infliction of  
23 emotional distress, Plaintiff has suffered from long lasting shock; trauma;  
24 stigmatization; severe mental and emotional distress; embarrassment; public  
25 humiliation; damage to his personal and professional reputation; anxiety; insecurity;  
26 sleeplessness; fear and apprehension associated with airports and flying; and  
27 immense pressure to look and act a certain way so to camouflage his identity,  
28 including feeling the need to shave his beard prior to flying and to not travel with his

1 Arabic studies books.

2 **PUNITIVE DAMAGES**

3 102. Defendant Southwest and Defendant Ahmed acted intentionally,  
4 purposefully, and maliciously in discriminating against Plaintiff Khairuldeen  
5 Makhzoomi when he was removed from the plane and denied travel with the airline.

6 103. Defendants' acts were oppressive, despicable, and in conscious disregard  
7 of Plaintiff's civil rights, thereby warranting an award for punitive damages against  
8 Defendants so to punish and make an example of them.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff Khairuldeen Makhzoomi prays for judgment against  
11 Defendant Southwest Airlines as follows:

- 12 a. Award Plaintiff compensatory damages in an amount to be  
13 determined at trial for the Plaintiff's loss and injury including but  
14 not limited to fear, anxiety, humiliation, stigmatization, trauma,  
15 embarrassment, and emotional distress;
- 16 b. Award Plaintiff punitive damages in an amount to be determined  
17 at trial that would punish Defendant Southwest for its  
18 intentional, malicious, willful, callous, wanton, and reckless  
19 disregard for Plaintiff's rights that would effectively deter  
20 Defendant from engaging in similar conduct in the future;
- 21 c. Award reasonable attorneys' fees and costs incurred in this  
22 action; and

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d. Granting such other relief as this Court may deem just and proper under the circumstances.

Dated: February \_\_\_2018 WALKUP, MELODIA, KELLY & SCHOENBERGER

By:           /s/ Khaldoun A. Baghdadi            
KHALDOUN A. BAGHDADI  
JASLEEN SINGH  
Attorneys for Plaintiff  
KHAIRULDEEN MAKHZOOMI

Dated: February 13, 2018 COUNCIL ON AMERICAN-ISLAMIC RELATIONS (CAIR)

By:           /s/ Zahra A. Billoo            
ZAHRA A. BILLOO  
BRITTNEY REZAEI  
Attorneys for Plaintiff  
KHAIRULDEEN MAKHZOOMI

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury.

Dated: February 13, 2018

WALKUP, MELODIA, KELLY & SCHOENBERGER

By:           /s/ Khaldoun A. Baghdadi            
KHALDOUN A. BAGHDADI  
JASLEEN SINGH  
Attorneys for Plaintiff  
KHAIRULDEEN MAKHZOOMI

Dated: February 13, 2018

COUNCIL ON AMERICAN-ISLAMIC RELATIONS  
(CAIR)

By:           /s/ Zahra A. Billoo            
ZAHRA A. BILLOO  
BRITTNEY REZAEI  
Attorneys for Plaintiff  
KHAIRULDEEN MAKHZOOMI