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11 SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

12 TERRY WILLIAMS and GARY
13 WILLIAMS husband and wife, and the
marital community composed thereof,

14 Plaintiff,

15 v.

16 MCDONNELL DOUGLAS
17 CORPORATION, a Maryland Corporation
and THE BOEING COMPANY, a Delaware
18 Corporation,

19 Defendants.

NO. 09-2-15315-9

**PLANTIFFS' FIRST AMENDED
COMPLAINT FOR DAMAGES**

JURY TRIAL DEMANDED

20
21 **I. PARTIES**

22 1.1 Plaintiffs Terry Williams and Gary Williams are husband and wife. They are
23 residents of Pierce County, Washington.

1 1.2 Defendant McDonnell Douglas Corporation ("McDonnell Douglas") is a
2 corporation organized under the laws of the State of Maryland, it maintains its principal place of
3 business in the State of Missouri, and it is engaged in business within the State of Washington and
4 King County. Defendant McDonnell Douglas is a wholly owned corporate subsidiary of The
5 Boeing Company.

6 1.3. Defendant The Boeing Company ("Boeing") is a corporation organized under the
7 laws of the State of Delaware, it maintains its principal place of business in the State of Washington,
8 and it is engaged in business within the State of Washington and in King County. It is the parent
9 corporation of Defendant McDonnell Douglas.

10 1.4 Defendant McDonnell Douglas manufactured the subject MD-82 aircraft serial
11 number 53088, FAA Registration Number N558AA. ("subject aircraft").

12 1.5 Defendant McDonnell Douglas is a product seller as defined in RCW 7.72.010(1).

13 1.6 On or before April 11, 2007, Defendant McDonnell Douglas was involved in the
14 design, engineering, manufacturing, assembly, testing, marketing, distributing and/or selling of the
15 subject MD-82 jet aircraft and is a product manufacturer as defined in RCW 7.72.010(2).

16 1.7 Defendant Boeing merged with Defendant McDonnell Douglas on August 1, 1997.

17 1.8 In 1998 Defendant Boeing acquired the Type Certificate for the MD-82 aircraft line.

18 1.9 Defendant Boeing, at all times material hereto, was the Successor and Real Party in
19 Interest to Defendant McDonnell Douglas.

20 1.10 Defendant Boeing, as Defendant McDonnell Douglas' parent corporation, is liable
21 for the acts of its subsidiary.

22 1.11 Defendant Boeing, at all times material hereto, assumed all responsibility for
23 providing inspection, repair, service, maintenance, replacement, overhaul, warnings, parts,
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1 instructions, maintenance manuals, continuing airworthiness information, and other information
2 with respect to the MD-82 line.

3 1.12 On or before April 11, 2007 Defendant Boeing was involved in the design,
4 engineering, manufacturing, assembly, testing, marketing, distributing and/or selling of the MD-82
5 jet aircraft.

6 1.13 Defendant Boeing is a product manufacturer as defined in RCW 7.72.010(2).

7 1.14 Defendant Boeing is a product seller as defined in RCW 7.72.010(1).

8 1.15 Plaintiff Terry Williams was at all relevant times a "user" and "consumer" of the
9 product as defined herein as contemplated by RCW 7.72.010.

10 1.16 Defendants McDonnell Douglas and Boeing warrant that the MD-82 aircraft may be
11 utilized safely for a time period in excess of twenty years.

12 II. JURISDICTION AND VENUE

13 2.1 This action is properly brought before the Superior Court of the State of Washington
14 for King County, because Defendant Boeing transacted business in King County at the time the
15 cause of action arose. RCW 4.12.025(1)(c).

16 2.2 Defendants Boeing and McDonnell Douglas maintain offices, conduct business and
17 may be served in King County, Washington.

18 2.3 Defendants Boeing and McDonnell Douglas engaged in acts and omissions
19 constituting tortuous activities giving rise to the Plaintiffs' claims in King County, Washington.

20 2.4 Defendants Boeing and McDonnell Douglas, at all times material hereto, have
21 carried on substantial and continuous business activities in the State of Washington.

22 2.5 Defendants Boeing and McDonnell Douglas have appointed agents for service of
23 process in Washington State.

2.6 Defendants Boeing and McDonnell Douglas have availed themselves of this jurisdiction.

III. FACTS

3.1 On April 11, 2007, Plaintiff Terry Williams was working as a first class flight attendant aboard an MD-82 aircraft, FAA registration No. N558AA (“subject aircraft”) operated as American Airlines Flight No. 843 from Memphis International Airport (“Memphis”) to Dallas, Fort Worth International Airport (“Dallas”) (“subject flight”).

3.2 While onboard the subject aircraft and during the subject flight Plaintiff Terry Williams was exposed to toxic fumes that entered the passenger cabin through the air delivery system. The toxic fumes entered the passenger cabin through the air delivery system as a result of the product defect as alleged herein. The “product” for purposes of this Complaint is the MD-82 aircraft and its component parts.

3.3 Upon information and belief, the toxic fumes that Plaintiff Terry Williams was exposed to were comprised of contaminated bleed air. Bleed air is the outside air fraction of the cabin supply air that is first compressed in the aircraft engines or Auxiliary Power Unit and which, as a result of the product defect alleged herein, is prone to contamination with high-temperature engine oil and hydraulic fluid and their byproducts under normal operating conditions.

3.4 During taxi to the gate Plaintiff Terry Williams was exposed to smoke and or fumes.

3.5 Concurrent with her exposure to the contaminated bleed air Terry Williams' eyes began to water, her throat became tight, she developed a painful headache and she began to cough.

1 3.6 At the gate in Dallas when Plaintiff Terry Williams opened the forward passenger
2 cabin door she observed the smoke and/or fumes in the passenger cabin.

3 3.7 Over the course of the next several days Plaintiff Terry Williams developed
4 coughing spasms and a persistent and painful unremitting headache. She then stayed home for
5 six days and her symptoms continued to worsen.

6 3.8 On April 19, 2007 Plaintiff Terry Williams reported to work in San Francisco,
7 California where she presented to her supervisor. She was unable to stop coughing due to
8 recurrent and disabling bronchial-spasms and was unable to perform her duties as a flight
9 attendant. She then presented to the Emergency Room at St. Mary's Hospital in San Francisco,
10 CA where she was seen by medical personnel.

11 3.9 After she returned home she was treated at the Emergency Room at St. Francis
12 Hospital in Federal Way, WA.

13 3.10 As a result of her exposure to contaminated bleed air on the subject aircraft
14 Plaintiff Terry Williams has suffered and continues to suffer severe physical and emotional
15 injuries, including but not limited to Industrial Asthma, Reactive Airways Dysfunction
16 Syndrome, including trouble breathing, coughing and bronchial-spasms, sore throat and
17 shortness of breath, depression, insomnia, Post Traumatic Stress Disorder, gastrointestinal
18 distress, chronic migraines, nausea, fatigue, neurological impairment, cognitive deficiencies and
19 central and peripheral nervous system damage including memory loss, speech impairment,
20 dizziness, weakness, disorientation, loss of balance, vision impairment, blurred vision, blocked
21 vision, uncontrollable tremors, and numbness and tingling in her hands, arms, shoulders and feet.

22 3.11 Plaintiff Terry Williams has been unable to return to work as a result of her illness
23 and the symptoms. Plaintiff Terry Williams' doctors attribute her illness and symptoms to her
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1 industrial workplace exposure to toxic substances on board the subject aircraft.

2 3.12 Bleed air can contain tricresyl phosphate.

3 3.13 Tricresyl phosphate is an anti-wearing agent that is added to jet engine oil and
4 aircraft hydraulic fluid.

5 3.14 Tricresyl phosphate is a known neurotoxin, i.e. a nerve agent. A neurotoxin or nerve
6 agent is a toxin that acts specifically on nerve cells of the central and peripheral nervous system.

7 3.15 Tricresyl phosphate is also an organophosphate.

8 3.16 Organophosphates are chemical compounds used in insecticides, herbicides,
9 pesticides, nerve agents and nerve gases.

10 3.17 In the 1930's and 1940's the German Government developed organophosphates.

11 3.18 The typical consumer of the Defendants' products does not expect, when using
12 the product as designed, to be exposed to bleed air contamination, including air containing the
13 nerve agent and organophosphate Tricresyl Phosphate, and to be potentially inflicted with
14 permanent disability, life altering central and peripheral nervous system damage, chronic migraines,
15 tremors, cognitive deficits, Industrial Asthma, Reactive Airways Disease, gastrointestinal distress,
16 nausea, vision impairment, fatigue, significant and traumatic emotional and mental stress and
17 depression or other related symptoms.

18 3.19 Defendants Boeing and McDonnell Douglas, at all material times hereto, and or for
19 at least forty years have known about the risks of bleed air contamination.

20 3.20 Defendants Boeing and McDonnell Douglas have not, to date, retrofitted their
21 products with either sensors or air filtration systems designed to detect and or eliminate and or
22 minimize vaporized and or pyrolyzed engine oil and or hydraulic fluid and its byproducts and or
23 other toxic substances under normal operations.

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IV. DUTIES

4.1 Plaintiffs hereby allege and incorporate all paragraphs in Sections I –III, above, by reference herein.

4.2 Defendant McDonnell Douglas designed, engineered, programmed, manufactured, assembled, tested, marketed, distributed and sold the subject aircraft.

4.3 Defendant McDonnell Douglas' duties are governed by RCW 7.72.030 and included a responsibility to manufacture the subject aircraft and the product free of defects, reasonably safe as designed and to provide adequate warnings or instructions.

4.4 Defendant McDonnell Douglas' duties are governed by RCW 7.72.040.

4.5 Defendant Boeing designed, engineered, programmed, manufactured, assembled, tested, marketed, distributed and sold the product.

4.6 Defendant Boeing's duties are governed by RCW 7.72.030 and included a responsibility to manufacture the subject aircraft and the product free of defects, reasonably safe as designed and to provide adequate warnings or instructions.

4.7 Defendant Boeing's duties are governed by RCW 7.72.040.

4.8 Defendant Boeing, as the type certificate holder, was responsible for the continuing airworthiness of the subject aircraft, the product and its component parts.

V. LIABILITY OF MCDONNELL DOUGLAS

5.1 Plaintiffs hereby allege and incorporate all paragraphs in Sections I – IV, above, by reference herein. The subject aircraft was defective in the design of its environmental control system, bleed air system, air delivery system, filtration system, and ventilation system in that such systems allowed air contaminated with hazardous substances, including vaporized and or pyrolyzed engine oil and or hydraulic fluid to enter the breathing zone within the subject aircraft

1 under normal operating conditions and without detection or filtration and where the users of the
2 subject aircraft would foreseeably breathe such air and suffer illness and symptoms.

3 5.2 Defendant McDonnell Douglas is liable because the product was and is unsafe to
4 an extent beyond that which would be contemplated by the ordinary consumer or user.

5 5.3 Defendant McDonnell Douglas is liable because at the time that the subject
6 aircraft left the custody and control of Defendant McDonnell Douglas, it was defective and
7 unreasonably dangerous because the environmental control system, bleed air system, air delivery
8 system, filtration system, and ventilation system on the subject aircraft allowed engine oil and or
9 hydraulic fluid and its by products and or other toxic substances to vaporize, pyrolize and
10 contaminate the air in the passenger cabin through the air conditioning system and or other air
11 delivery system.

12 5.4 Defendant McDonnell Douglas is liable because the subject aircraft was defective
13 in its design and or manufacture and or because adequate warnings were not provided with the
14 product or after its manufacture.

15 5.5 Defendant McDonnell Douglas is liable because at the time of manufacture, the
16 likelihood that the product would cause Plaintiffs' harm or similar harms, and the seriousness of
17 those harms, outweighed the burden on the manufacturer to design a product that would have
18 prevented those harms and the adverse effect that an alternative design that was practical and
19 feasible would have on the usefulness of the product.

20 5.6 Defendant McDonnell Douglas is liable because after the subject aircraft was
21 manufactured and or assembled, Defendant learned or should have learned or knew or should
22 have known about the potential for its environmental control system, bleed air system, air
23 delivery system, filtration system, and ventilation system to be contaminated with vaporized and
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1 or pyrolyzed engine oil and or hydraulic fluid and its byproducts and or other toxic substances
2 under normal operations and failed to issue adequate warnings or instructions concerning this
3 danger.

4 5.7 Defendant McDonnell Douglas is liable because after the subject aircraft was
5 manufactured and or assembled, Defendant learned or should have learned or knew or should
6 have known about the potential adverse health consequences associated with exposure to
7 contaminated bleed air (hereinafter "danger(s)") and failed to issue adequate warnings or
8 instructions concerning the risks posed to passenger and flight crew health and safety.

9 5.8 Defendant McDonnell Douglas is liable because after the subject aircraft was
10 manufactured and or assembled, Defendant learned or should have learned or knew or should
11 have known about the dangers associated with its environmental control system, bleed air
12 system, air delivery system, filtration system, and ventilation system and failed to retrofit and or
13 modify and or redesign these systems to prevent or minimize the dangers of contamination.

14 5.9 Defendant McDonnell Douglas is liable because after the subject aircraft was
15 manufactured and or assembled, Defendant learned or should have learned or knew or should
16 have known about the dangers associated with its environmental control system, bleed air
17 system, air delivery system, filtration system, and ventilation system and failed to place and or
18 recommend the placement of a filter or filters on the subject aircraft to prevent or minimize the
19 danger of contamination.

20 5.10 Defendant McDonnell Douglas is liable because after the subject aircraft was
21 manufactured and or assembled, Defendant learned or should have learned or knew or should
22 have known about the dangers associated with its environmental control system, bleed air
23 system, air delivery system, filtration system, and ventilation system and it failed to issue
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1 updated maintenance and or inspection instructions to prevent and or minimize the danger of
2 contaminated air entering the passenger cabin.

3 5.11 Defendant McDonnell Douglas is liable because after the subject aircraft was
4 manufactured and or assembled, Defendant learned or should have learned or knew or should
5 have known about the dangers associated with its environmental control system, bleed air
6 system, air delivery system, filtration system, and ventilation system and failed to provide
7 instructions to adequately remedy the problem or prevent re-circulated contaminated air from
8 reentering the breathing zone within the passenger cabin or to prevent other fume events.

9 5.12 Defendant McDonnell Douglas is liable because after the subject aircraft was
10 manufactured and or assembled, Defendant learned or should have learned or knew or should
11 have known about the dangers associated with its environmental control system, bleed air
12 system, air delivery system, filtration system, and ventilation system and failed to equip its
13 product with a contamination-detection system, sensors, or filters to detect, reduce and/or
14 eliminate contaminated air.

15 5.13 Defendant McDonnell Douglas is liable because the subject aircraft was not
16 reasonably safe in construction and did not conform with Defendant's express or implied
17 warranties.

18 5.14 Defendant McDonnell Douglas is liable because the subject aircraft was not
19 reasonably safe because it deviated from the applicable specifications and performance
20 standards.

21 5.15 Defendant McDonnell Douglas is liable because the subject aircraft was more
22 dangerous than the ordinary consumer would expect and it is therefore defective.

23 5.16 Plaintiffs bring this action against Defendant McDonnell Douglas pursuant to the
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1 Product Liability Laws of the State of Washington. Defendant is liable for strict liability for the
2 product defects as alleged herein and for negligence in their failure to provide adequate warnings
3 and instructions to the users of the product.

4 VI. LIABILITY OF BOEING

5 6.1 Plaintiffs hereby allege and incorporates all paragraphs in Sections I – V, above,
6 by reference herein. The subject aircraft was defective in the design of its environmental control
7 system, bleed air system, air delivery system, filtration system, and ventilation system in that
8 such systems allowed air contaminated with hazardous substances, including vaporized and or
9 pyrolized engine oil and or hydraulic fluid to enter the breathing zone within the subject aircraft
10 under normal operations and without detection or filtration and where the users of the subject
11 aircraft would foreseeably breathe such air and suffer illness and symptoms.

12 6.2 Defendant Boeing is liable for its own acts and omissions and the acts and
13 omissions of Defendant McDonnell Douglas because it is the Successor and Real Party in Interest
14 to McDonnell Douglas, and or it is the Parent Corporation to McDonnell Douglas, and or it is the
15 Type Certificate Holder of the subject aircraft.

16 6.3 Defendant Boeing is liable because the product was and is unsafe to an extent
17 beyond that which would be contemplated by the ordinary consumer or user.

18 6.4 Defendant Boeing is liable because at the time that the subject aircraft left the
19 custody and control of Defendant McDonnell Douglas, it was defective and unreasonably
20 dangerous because the environmental control system, bleed air system, air delivery system,
21 filtration system, and ventilation system on the subject aircraft allowed engine oil and or
22 hydraulic fluid and its by products and or other toxic substances to vaporize, pyrolize and
23 contaminate the air in the passenger cabin through the air conditioning system and or other air
24

1 delivery system or ventilation.

2 6.5 Defendant Boeing is liable because the subject aircraft was defective in its design
3 and or manufacture and or because adequate warnings were not provided with the product or
4 after its manufacture.

5 6.6 Defendant Boeing is liable because at the time of manufacture, the likelihood that
6 the product would cause Plaintiffs' harm or similar harms, and the seriousness of those harms,
7 outweighed the burden on the manufacturer to design a product that would have prevented those
8 harms and the adverse effect that an alternative design that was practical and feasible would have
9 on the usefulness of the product.

10 6.7 Defendant Boeing is liable because after the subject aircraft was manufactured
11 and or assembled, Defendant learned or should have learned or knew or should have known
12 about the potential for its environmental control system, bleed air system, air delivery system,
13 filtration system, and ventilation system to be contaminated with vaporized and or pyrolyzed
14 engine oil and or hydraulic fluid and its byproducts and or other toxic substances under normal
15 operations and failed to issue adequate warnings or instructions concerning this danger.

16 6.8 Defendant Boeing is liable because after the subject aircraft was manufactured
17 and or assembled, Defendant learned or should have learned or knew or should have known
18 about the potential adverse health consequences associated with exposure to contaminated bleed
19 air (hereinafter "danger(s)") and failed to issue adequate warnings or instructions concerning the
20 risks posed to passenger and flight crew health and safety.

21 6.9 Defendant Boeing is liable because after the subject aircraft was manufactured
22 and or assembled, Defendant learned or should have learned or knew or should have known
23 about the dangers associated with environmental control system, bleed air system, air delivery
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1 system, filtration system, and ventilation system and failed to retrofit and or modify and or
2 redesign these systems to prevent or minimize the danger of contamination.

3 6.10 Defendant Boeing is liable because after the subject aircraft was manufactured
4 and or assembled, Defendant learned or should have learned or knew or should have known
5 about the dangers associated with environmental control system, bleed air system, air delivery
6 system, filtration system, and ventilation system and failed to place and or recommend the
7 placement of a filter or filters on the subject aircraft to prevent or minimize the danger of
8 contamination.

9 6.11 Defendant Boeing is liable because after the subject aircraft was manufactured
10 and or assembled, Defendant learned or should have learned or knew or should have known
11 about the dangers associated with its environmental control system, bleed air system, air delivery
12 system, filtration system, and ventilation system and it failed to issue updated maintenance and
13 or inspection instructions to prevent and or minimize the danger of contaminated air entering the
14 passenger cabin.

15 6.12 Defendant Boeing is liable because after the subject aircraft was manufactured
16 and or assembled, Defendant learned or should have learned or knew or should have known
17 about the dangers associated with its environmental control system, bleed air system, air delivery
18 system, filtration system, and ventilation system and failed to provide instructions to adequately
19 remedy the problem or prevent re-circulated contaminated air from reentering the breathing zone
20 within the passenger cabin or to prevent other fume events.

21 6.13 Defendant Boeing is liable because after the subject aircraft was manufactured
22 and or assembled, Defendant learned or should have learned or knew or should have known
23 about the dangers associated with its environmental control system, bleed air system, air delivery
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1 system, filtration system, and ventilation system and failed to equip its product with a
2 contamination-detection system, sensors, or filters to detect, reduce and or eliminate
3 contaminated air.

4 6.14 Defendant Boeing is liable because the subject aircraft was not reasonably safe in
5 construction and did not conform with Defendant McDonnell Douglas's or Defendant Boeing's
6 express or implied warranties.

7 6.15 Defendant Boeing is liable because the subject aircraft was not reasonably safe
8 because it deviated from the applicable specifications and performance standards.

9 6.16 Defendant Boeing is liable because the subject aircraft was more dangerous than
10 the ordinary consumer would expect and it is therefore defective.

11 6.17 Plaintiffs bring this action against Defendant Boeing pursuant to the Product
12 Liability Laws of the State of Washington. Defendant is liable for strict liability for the product
13 defects as alleged herein and for negligence in their failure to provide adequate warnings and
14 instructions to the users of the product.

15 VII. PROXIMATE CAUSE

16 7.1 The product defects as alleged and or the acts and omissions of Defendant
17 McDonnell Douglas proximately caused injuries and damages to the Plaintiffs as identified in
18 Section VIII of this Complaint.

19 7.2 The product defects as alleged and or the acts and omissions of Defendant Boeing
20 proximately caused injuries and damages to the Plaintiffs as identified in Section VIII of this
21 Complaint.

22 VIII. DAMAGES

23 8.1 Plaintiffs hereby alleges and incorporates all paragraphs in Sections I – VIII,
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1 above, by reference herein.

2 8.2 The product defects as alleged and or the Defendants' acts, omissions and/or
3 negligence proximately caused injuries and damages to Plaintiff Terry Williams including but
4 not limited to serious physical and mental injuries, past and future medical expenses, loss of
5 employment benefits, past and future wage loss including lost earning capacity, past and future
6 pain and suffering, past and future emotional distress, past and future loss of enjoyment of life,
7 past and future physical and mental disability, trauma, fear, fright, embarrassment, and any and
8 all special and general damages allowed by law or otherwise, all in an amount to be proven at
9 trial. As of the date of this Complaint for Damages Plaintiff Terry Williams has not recovered
10 from her injuries, which are therefore alleged to be permanent in nature.

11 8.3 The product defect as alleged and or the Defendants' acts, omissions and/or
12 negligence proximately caused injuries to Plaintiff Gary Williams including but not limited to
13 loss of consortium, love, society, affection, care, services, companionship and damage to the
14 marital relationship.

15 16 **VII. PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for judgment of liability in favor of the Plaintiffs and
18 against the Defendants herein as follows:

19 9.1 For judgment against Defendants for general and special damages in an amount to
20 be proven at the time of trial;

21 9.2 For all costs and expenses herein;

22 9.3 For prejudgment interest on all damages herein;

23 9.4 For attorney fees, disbursements, and litigation expenses; and
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1 9.5 For such other and further relief as this Court deems just and equitable.

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3 DATED this 30th day of June, 2009.

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5 BRODKOWITZ LAW

6 By: /s/ Alisa R. Brodkowitz, WSBA #31749
7 ALISA R. BRODKOWITZ
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