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CASE NUMBER: 09-2-15315-9 SEA

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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  
CORPORATION, a Maryland Corporation  
and THE BOEING COMPANY, a Delaware  
17 Corporation,

18 Defendants.  
19

NO.

**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.  
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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,  
24

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

8 1.16 Plaintiff Terry Williams was at all relevant times a “user” of the product as defined  
9 herein as contemplated by RCW 7.72.010.

10 1.17 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.



1 cabin door she observed the smoke and or fumes in the passenger cabin.

2 3.7 Over the course of the next several days Plaintiff Terry Williams developed  
3 coughing spasms and a persistent and painful unremitting headache. She then stayed home for  
4 six days and her symptoms continued to worsen.

5 3.8 On April 19, 2007 Plaintiff Terry Williams reported to work in San Francisco,  
6 California where she presented to her supervisor. She was unable to stop coughing and unable to  
7 perform her duties as a flight attendant. She then presented to the Emergency Room at St. Mary's  
8 Hospital in San Francisco, CA.

9 3.9 After she returned home she was treated at the Emergency Room at St. Francis  
10 Hospital in Federal Way, WA.

11 3.10 As a result of her exposure to contaminated bleed air on the subject aircraft  
12 Plaintiff Terry Williams has suffered and continues to suffer severe physical and emotional  
13 injuries, including but not limited to Reactive Airways Dysfunction Syndrome, including trouble  
14 breathing, coughing and bronchial-spasms, sore throat and shortness of breath, depression,  
15 insomnia, Post Traumatic Stress Disorder, gastrointestinal distress, persistent migraines, nausea,  
16 fatigue, neurological impairment, cognitive deficiencies and central and peripheral nervous  
17 system damage including memory loss, dizziness, weakness, disorientation, loss of balance,  
18 vision impairment, uncontrollable tremors, and numbness and tingling in her hands, arms,  
19 shoulders and feet.

20 3.11 Plaintiff Terry Williams has been unable to return to work as a result of her illness  
21 and the symptoms. Plaintiff Terry Williams' doctors attribute her illness and symptoms to her  
22 exposure to smoke and or fumes inside the passenger cabin of the subject aircraft.  
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#### IV. DUTY

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

10         5.3     Defendant McDonnell Douglas is liable because the subject aircraft was defective  
11 in its design and or manufacture and or because adequate warnings were not provided with the  
12 product or after its manufacture.

13         5.4     Defendant McDonnell Douglas is liable because at the time of manufacture, the  
14 likelihood that the product would cause Plaintiffs' harm or similar harms, and the seriousness of  
15 those harms, outweighed the burden on the manufacturer to design a product that would have  
16 prevented those harms and the adverse effect that an alternative design that was practical and  
17 feasible would have on the usefulness of the product.

18         5.5     Defendant McDonnell Douglas is liable because after the subject aircraft was  
19 manufactured and or assembled, Defendant learned or should have learned or knew or should  
20 have known about the potential for its environmental control system, bleed air system, air  
21 delivery system, filtration system, and ventilation system to be contaminated with vaporized and  
22 or pyrolized engine oil and or hydraulic fluid and its byproducts and or other toxic substances  
23 under normal operations and failed to issue adequate warnings or instructions concerning this  
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1 danger.

2           5.6     Defendant McDonnell Douglas is liable because after the subject aircraft was  
3 manufactured and or assembled, Defendant learned or should have learned or knew or should  
4 have known about the potential adverse health consequences associated with exposure to  
5 contaminated bleed air (hereinafter “dangers”) and failed to issue adequate warnings or  
6 instructions concerning the risks posed to passenger and flight crew health and safety.

7           5.7     Defendant McDonnell Douglas is liable because after the subject aircraft was  
8 manufactured and or assembled, Defendant learned or should have learned or knew or should  
9 have known about the dangers associated with its environmental control system, bleed air  
10 system, air delivery system, filtration system, and ventilation system and failed to retrofit and or  
11 modify and or redesign these systems to prevent or minimize the danger of contamination.

12           5.8     Defendant McDonnell Douglas is liable because after the subject aircraft was  
13 manufactured and or assembled, Defendant learned or should have learned or knew or should  
14 have known about the dangers associated with its environmental control system, bleed air  
15 system, air delivery system, filtration system, and ventilation system and it failed to issue  
16 updated maintenance and or inspection instructions to prevent and or minimize the danger of  
17 contaminated air entering the passenger cabin.

18           5.9     Defendant McDonnell Douglas is liable because after the subject aircraft was  
19 manufactured and or assembled, Defendant learned or should have learned or knew or should  
20 have known about the dangers associated with its environmental control system, bleed air  
21 system, air delivery system, filtration system, and ventilation system and failed to provide  
22 instructions to adequately remedy the problem or prevent re-circulated contaminated air from  
23 reentering the breathing zone within the passenger cabin or to prevent other fume events.



1 such systems allowed air contaminated with hazardous substances, including vaporized and or  
2 pyrolyzed engine oil and or hydraulic fluid to enter the breathing zone within the subject aircraft  
3 under normal operations and without detection or filtration and where the users of the subject  
4 aircraft would foreseeably breathe such air and suffer illness and symptoms.

5           6.2     Defendant Boeing is liable for its own acts and omissions and the acts and  
6 omissions of Defendant McDonnell Douglas because it is the Successor and Real Party in Interest  
7 to McDonnell Douglas, and or it is the Parent Corporation to McDonnell Douglas, and or it is the  
8 Type Certificate Holder of the subject aircraft.

9           6.3     Defendant Boeing is liable because at the time that the subject aircraft left the  
10 custody and control of Defendant McDonnell Douglas, it was defective and unreasonably  
11 dangerous because the environmental control system, bleed air system, air delivery system,  
12 filtration system, and ventilation system on the subject aircraft allowed engine oil and or  
13 hydraulic fluid and its by products and or other toxic substances to vaporize, pyrolyze and  
14 contaminate the air in the passenger cabin through the air conditioning system and or other air  
15 delivery system or ventilation.

16           6.4     Defendant Boeing is liable because the subject aircraft was defective in its design  
17 and or manufacture and or because adequate warnings were not provided with the product or  
18 after its manufacture.

19           6.5     Defendant Boeing is liable because at the time of manufacture, the likelihood that  
20 the product would cause Plaintiffs' harm or similar harms, and the seriousness of those harms,  
21 outweighed the burden on the manufacturer to design a product that would have prevented those  
22 harms and the adverse effect that an alternative design that was practical and feasible would have  
23 on the usefulness of the product.

1           6.6     Defendant Boeing is liable because after the subject aircraft was manufactured  
2 and or assembled, Defendant learned or should have learned or knew or should have known  
3 about the potential for its environmental control system, bleed air system, air delivery system,  
4 filtration system, and ventilation system to be contaminated with vaporized and or pyrolyzed  
5 engine oil and or hydraulic fluid and its byproducts and or other toxic substances under normal  
6 operations and failed to issue adequate warnings or instructions concerning this danger.

7           6.7     Defendant Boeing is liable because after the subject aircraft was manufactured  
8 and or assembled, Defendant learned or should have learned or knew or should have known  
9 about the potential adverse health consequences associated with exposure to contaminated bleed  
10 air (hereinafter “dangers”) and failed to issue adequate warnings or instructions concerning the  
11 risks posed to passenger and flight crew health and safety.

12           6.8     Defendant Boeing is liable because after the subject aircraft was manufactured  
13 and or assembled, Defendant learned or should have learned or knew or should have known  
14 about the dangers associated with environmental control system, bleed air system, air delivery  
15 system, filtration system, and ventilation system and failed to retrofit and or modify and or  
16 redesign these systems to prevent or minimize the danger of contamination.

17           6.9     Defendant Boeing is liable because after the subject aircraft was manufactured  
18 and or assembled, Defendant learned or should have learned or knew or should have known  
19 about the dangers associated with its environmental control system, bleed air system, air delivery  
20 system, filtration system, and ventilation system and it failed to issue updated maintenance and  
21 or inspection instructions to prevent and or minimize the danger of contaminated air entering the  
22 passenger cabin.

23           6.10    Defendant Boeing is liable because after the subject aircraft was manufactured  
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1 and or assembled, Defendant learned or should have learned or knew or should have known  
2 about the dangers associated with its environmental control system, bleed air system, air delivery  
3 system, filtration system, and ventilation system and failed to provide instructions to adequately  
4 remedy the problem or prevent re-circulated contaminated air from reentering the breathing zone  
5 within the passenger cabin or to prevent other fume events.

6 6.11 Defendant Boeing is liable because after the subject aircraft was manufactured  
7 and or assembled, Defendant learned or should have learned or knew or should have known  
8 about the dangers associated with its environmental control system, bleed air system, air delivery  
9 system, filtration system, and ventilation system and failed to equip its product with a  
10 contamination-detection system, sensors, or filters to detect, reduce and or eliminate  
11 contaminated air.

12 6.12 Defendant Boeing is liable because the subject aircraft was not reasonably safe in  
13 construction and did not conform with Defendant McDonnell Douglas's or Defendant Boeing's  
14 express or implied warranties.

15 6.13 Defendant Boeing is liable because the subject aircraft was not reasonably safe  
16 because it deviated from the applicable specifications and performance standards.

17 6.14 Defendant Boeing is liable because the product was and is unsafe to an extent  
18 beyond that which would be contemplated by the ordinary consumer, user, or person situated as  
19 were the Plaintiffs herein.

20 6.15 Plaintiff brings this action against Defendant Boeing pursuant to the Product  
21 Liability Laws of the State of Washington. Defendant is liable for strict liability for the product  
22 defects as alleged herein and for negligence in their failure to provide adequate warnings and  
23 instructions to the users of the product.

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**VII. PROXIMATE CAUSE**

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

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

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**VIII. DAMAGES**

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

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

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

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**VII. PRAYER FOR RELIEF**

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

- 9.1 For judgment against Defendants for general and special damages in an amount to be proven at the time of trial;
- 9.2 For all costs and expenses herein;
- 9.3 For prejudgment interest on all damages herein;
- 9.4 For attorney fees, disbursements, and litigation expenses; and
- 9.5 For such other and further relief as this Court deems just and equitable.

DATED this 9th day of April, 2009.

BRODKOWITZ LAW

By: /s/ Alisa R. Brodkowitz, WSBA #31749  
ALISA R. BRODKOWITZ  
Counsel for Plaintiff

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By: /s/ Michael E. Withey, WSBA # 4787  
MICHAEL E. WITHEY  
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