

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DORIT GREENBERG,

Plaintiff,

-against-

EL AL ISRAEL AIRLINES, LTD.,

Defendant.

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11 CIV 7895 (Judge Swain)

**AMENDED
COMPLAINT**

**TRIAL BY JURY
DEMANDED**

The Plaintiff, by her attorney, Marshall S. Bluth, as and for her Amended Complaint against the Defendant, alleges as follows:

JURISDICTION AND BACKGROUND

1. This is a personal injury action arising out of the defendant’s negligence and malfeasance. The plaintiff is seeking monetary damages as a result of the grave injuries that she sustained due to the defendant’s negligence.
2. The plaintiff is a resident of the County of Nassau, State of New York.
3. The defendant is, and at all relevant times herein, was, a foreign corporation duly authorized to conduct business in the State of New York.
4. The defendant, at all relevant times herein, maintained offices for the transaction of business at 120 West 45th Street, New York, New York, and at 15 East 26th Street, 6th Floor, New York, New York, and at John F. Kennedy International Airport, Queens, New York. The defendant also maintains numerous additional offices within the United States of America for the transaction of business.
5. That, upon information and belief, and at all times hereinafter mentioned,

the defendant, EL AL ISRAEL AIRLINES, LTD., owned, maintained, operated and controlled a fleet of airplanes operating out of John F. Kennedy International Airport, Queens, New York and flying to various locations, and out of the State of Israel and flying to John F. Kennedy International Airport, Queens, New York.

6. That on the 22nd day of May, 2011, the plaintiff, DORIT GREENBERG, was a passenger on EL AL's Flight 001 having departed from Tel Aviv, Israel International Airport for arrival at John F. Kennedy International Airport, Queens, New York.
7. Pursuant to Article 33, paragraph 1, of the Montreal Convention, "An action for damages must be brought, at the option of the plaintiff, in the territory of one of the States Parties, either before the court of the domicile of the carrier or of its principal place of business, or where it has a place of business through which the contract has been made or before the court at the place of destination."
8. At all times relevant herein, the defendant maintains a place of business in the County and State of New York. The place of destination of EL AL Flight 001 was New York.
9. This Court has subject matter jurisdiction herein pursuant to Article 33 of the Montreal Convention.
10. There is a complete diversity of citizenship between plaintiff and defendant.
11. The amount in controversy, exclusive of interest, costs and disbursements exceeds the sum of \$100,000.00.

CLAIM FOR RELIEF

12. That, upon information and belief, at all times herein mentioned, while plaintiff was a seated passenger on EL AL's Flight 001 hot liquid beverage was served in flight.
13. That, upon information and belief, at all times herein mentioned, while she was a seated passenger on EL AL's Flight 001, plaintiff's leg was severely burned by a hot liquid beverage that was served by defendant.

14. That during the course of said flight, the plaintiff sustained serious and permanent personal injuries.
15. That the foregoing incident and the resulting injuries sustained by the plaintiff were caused solely by reason of the carelessness and negligence on the part of the defendant, its agents, servants, and employees and without any negligence on the part of the plaintiff contributing thereto, in that they failed to properly maintain, supervise, inspect and keep in an adequate state of repair the aforesaid airplane and more particularly its in-flight hot beverage service; in that they improperly and negligently maintained, supervised and inspected the aforesaid airplane and more particularly its hot beverage service; in that they allowed and permitted the aforesaid airplane and its hot beverage service in particular to remain in a dangerous and hazardous condition to the invited public and persons lawfully passengers thereon; in that they failed to warn the plaintiff and the invited public of the dangerous and defective condition of the aforesaid airplane and the hot beverages in particular; in that they failed to adequately and reasonably supervise the hot beverage service; in that they acted with disregard to the safety of the plaintiff and other passengers in the manner in which they served said hot beverage; in that they failed to provide safe air travel for the plaintiff and the invited public; in that they caused, permitted, and allowed hot beverage to spill onto plaintiff; in that they failed to adequately monitor the temperature of the hot beverage that was served in-flight; in that they served hot beverage to passengers, including the plaintiff, that was unfit for human consumption; in that they served hot beverage to passengers, including the plaintiff, that was dangerously hot and in excess of the temperature so permitted; in that they served hot beverage to passengers, including the plaintiff, that was of a dangerously and excessively hot temperature; in that they failed to correct the dangerously hot temperature of the hot beverage prior to serving it to the passengers, including the plaintiff; in that they knew, or

should have known in the exercise of reasonable care, that the hot beverage was dangerously hot and unfit for human consumption; in that they negligently hired and retained in-flight staff; in that they failed to adequately train, educate and supervise the in-flight staff; in that they negligently and carelessly trained, educated and supervised the in-flight staff; and in general in being reckless, careless and negligent in the premises.

16. As a result of the occurrence set forth above, plaintiff sustained severe and permanent personal injuries, has and will require medical care and treatment, and has and will suffer great general and special damages.

17. That as a result of the defendants' negligence as aforesaid, plaintiff has been damaged in the sum of FIVE MILLION (\$5,000,000.00) Dollars.

Wherefore, plaintiff demands judgment against the defendant for her cause of action in the sum of FIVE MILLION (\$5,000,000.00) Dollars, together with the costs and disbursements incurred in the prosecution of this action.

DEMAND FOR TRIAL BY JURY

The plaintiff hereby demands a trial by jury as to all issues in this action.

Dated: New York, New York
November 22, 2011

Yours, etc.

THE LAW OFFICE OF MARSHALL S. BLUTH

BY: _____
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