

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SIDNEY D. BLUMING and CYNTHIA  
BLUMING,

Plaintiffs.

v.

MANDARIN ORIENTAL HOTEL GROUP  
LIMITED; MANDARIN ORIENTAL HYDE  
PARK LIMITED; JARDINE MATHESON  
HOLDINGS LIMITED; MANDARIN  
ORIENTAL INTERNATIONAL LIMITED;  
MANDARIN ORIENTAL HOTEL GROUP  
INTERNATIONAL LIMITED; MANDARIN  
ORIENTAL HOTEL CO., INC.; MANDARIN  
ORIENTAL HOLDINGS (USA) INC.,  
MANDARIN ORIENTAL MANAGEMENT  
(USA) INC.,

Defendants.

Case No. 06-CV-15354 SWK

**JUDGE KRAM**  
**Magistrate Judge Pitman**

*ECF CASE*

**COMPLAINT AND JURY  
DEMAND**

Plaintiffs, Sidney D. Bluming and Cynthia Bluming, by their attorney, Michael S. Weinstein, Esq. of the law firm of Robertson, Freilich, Bruno & Cohen, LLC, by way of complaint against defendants, allege as follows:

**NATURE OF THE CASE**

1. This is an action for compensatory and punitive damages arising from injuries suffered by plaintiffs as a result of a bedbug infestation at the Mandarin Oriental Hyde Park Hotel ("Mandarin Oriental Hotel") in London, England. Hundreds of bedbugs attacked plaintiffs Sidney D. Bluming and Cynthia Bluming (hereinafter sometimes "Mr. and Mrs. Bluming") in their hotel room during a five-night stay at the exclusive Mandarin Oriental Hotel. During their

hotel stay in London, Mr. and Mrs. Bluming suffered from hundreds of painful, red, itchy skin eruptions throughout their bodies.

2. The bedbugs also, unbeknownst to Mr. and Mrs. Bluming, embedded themselves in Mr. and Mrs. Bluming's luggage and/or clothing, ultimately traveling back with Mr. and Mrs. Bluming to their New York City apartment. There, Mr. and Mrs. Bluming suffered from a new wave of bites and, as a result, all of Mr. and Mrs. Bluming's bedding, luggage, affected and potentially affected clothing and personal effects had to be discarded and replaced, and their apartment fumigated. An extended period of fearful and sleepless nights followed, and Mr. and Mrs. Bluming were forced to obtain immediate medical care for physical and emotional injuries.

3. Three days after Mr. and Mrs. Bluming's departure from the Mandarin Oriental Hotel, an exterminator hired by the Mandarin Oriental Hotel confirmed the bedbug infestation in the hotel room utilized by Mr. and Mrs. Bluming.

4. The bedbug attack and infestation caused and continues to cause Mr. and Mrs. Bluming physical pain and discomfort and emotional pain and suffering. Mr. and Mrs. Bluming seek compensatory damages and request punitive damages to deter and punish defendants for its failure to provide its paying hotel guests with clean, safe and suitable accommodations.

#### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds the sum or value of Seventy Five Thousand Dollars (\$75,000.00) exclusive of interest and the action is between citizens of different states and citizens of a foreign state.

6. Venue is proper in this District under 28 U.S.C. § 1391(a) because the defendants have offices and conduct systematic and continuous business in this District and

because Mr. and Mrs. Bluming suffered continuous and new injuries and damages in this District as a result of defendants' fraud and tortious acts.

7. Alternatively, venue is properly laid in this Court under 28 U.S.C. § 1391(d) because an alien corporation may be sued in any district in which it conducts systematic and continuous business.

### PARTIES

8. Plaintiffs Mr. and Mrs. Bluming are lawfully married persons who at all times relevant hereto resided within the City, County and State of New York, having a place of residence on East 21st Street in New York, New York.

9. Upon information and belief, at all times relevant hereto, defendant Jardine Matheson Holdings Limited is a corporation organized and existing pursuant to the laws of Bermuda. Upon information and belief, at all times relevant hereto, Jardine Matheson Holdings Limited holds a seventy-five (75) percent interest in defendant Mandarin Oriental International Limited, which is the parent company of all other defendants. Upon information and belief, at all times relevant hereto, defendant Jardine Matheson Holdings Limited conducts systematic and continuous business within the City, County and State of New York on its behalf and/or through various U.S. entities, including, but not limited to, Mandarin Oriental Hotel Company, Inc., Mandarin Oriental Management (USA), Inc., and Mandarin Oriental Holdings (USA), Inc.

10. Upon information and belief, at all times relevant hereto, defendant Mandarin Oriental International Limited is a corporation organized and existing pursuant to the laws of Bermuda. Upon information and belief, at all times relevant hereto, Mandarin Oriental International Limited is part of defendant Jardine Matheson Holdings Limited, and is the parent company of defendants Mandarin Oriental Hotel Group, Mandarin Oriental Hotel Group

International Limited and Mandarin Oriental Hyde Park Limited. Upon information and belief, at all times relevant hereto, defendant Mandarin Oriental International Limited conducts systematic and continuous business within the City, County and State of New York on its own behalf and/or through various U.S. entities, including, but not limited to, defendants Mandarin Oriental Hotel Company, Inc., Mandarin Oriental Management (USA), Inc., and Mandarin Oriental Holdings (USA), Inc.

11. Upon information and belief, at all times relevant hereto, Mandarin Oriental Hotel Group International Limited is a foreign corporation conducting systematic and continuous business in the City, County and State of New York on its own behalf and/or through various U.S. entities, including, but not limited to defendants Mandarin Oriental Hotel Company, Inc., Mandarin Oriental Management (USA), Inc., and Mandarin Oriental Holdings (USA), Inc. Upon information and belief, at all times relevant hereto, defendant Mandarin Oriental Hotel Group International Limited manages the activities of defendant Mandarin Oriental Hotel Group's hotels.

12. Upon information and belief, at all times relevant hereto, Mandarin Oriental Hotel Group Limited is a foreign corporation conducting systematic and continuous business in the City, County and State of New York on its own behalf and/or through various U.S. entities, including, but not limited to defendants Mandarin Oriental Hotel Company, Inc., Mandarin Oriental Management (USA), Inc., and Mandarin Oriental Holdings (USA), Inc. Upon information and belief, at all times relevant hereto, Mandarin Oriental Hotel Group Limited is an international investment and management group operating twenty plus deluxe and first-class hotels and resorts worldwide including two five-star luxury hotels in the City, County and State

of New York. Upon information and belief, at all times relevant hereto, Mandarin Oriental Hotel Group Limited maintains an office at 1775 Broadway, Suite 310, New York, NY 10019.

13. Upon information and belief, at all times relevant hereto, Mandarin Oriental Hyde Park Limited is a foreign corporation conducting systematic and continuous business in the City, County and State of New York through its website and other advertisements, which are directed and accessible in, and target residents of New York City, by offering lodging, vacation specials, promotions, specials, on-line promotions, communications and reservations, and a toll-free number specific to the United States to facilitate reservations to its London, England property.

14. Upon information and belief, at all times relevant hereto, defendant Mandarin Oriental Hotel Company, Inc., is a corporation organized and existing under the laws of Delaware, having its principal place of business in California, and conducting continuous and systematic business in the City, County and State of New York.

15. Upon information and belief, at all times relevant hereto, defendant Mandarin Oriental Holdings (USA), Inc., is a corporation organized and existing under the laws of Delaware, having its principal place of business in California, and conducting continuous and systematic business in the City, County and State of New York.

16. Upon information and belief, at all times relevant hereto, defendant Mandarin Oriental Management (USA), Inc., is a corporation organized and existing under the laws of Delaware, having its principal place of business in California, and conducting continuous and systematic business in the City, County and State of New York.

17. At all times relevant hereto, the defendants, by its agents, servants, and/or employees owned, maintained, managed and/or controlled the entirety of the Mandarin Oriental

Hyde Park Hotel, 66 Knightsbridge, London, United Kingdom, as a building used and promoted as a luxury hotel serving the public.

18. At all times relevant hereto, the defendants, by their agents, servants and/or employees, have business and direct continuous and systematic business in the City, County and State of New York. Defendants manage and operate two luxury hotels in New York City: The Mark Hotel at 25 East 77<sup>th</sup> Street, and the Mandarin Oriental Hotel at 80 Columbus Circle at 60<sup>th</sup> Street. Defendants' websites and other advertisements, are directed and accessible in, and target residents of New York City, by offering lodging, vacation specials, promotions, specials, on-line promotions, communications and reservations, and a toll-free number specific to the United States to facilitate reservations to any of its worldwide hotel locations, including defendant Mandarin Oriental Hyde Park Hotel.

#### **FACTUAL BACKGROUND**

19. Between May 4, 2006, and May 9, 2006, plaintiffs Sidney and Cynthia Bluming were lawful guests/patrons at defendant Mandarin Oriental Hotel in the Knightsbridge neighborhood of London, England, and more particularly Room 815 (hereinafter the "Room").

20. Defendant luxury hotel chain, Mandarin Oriental Hotel Group, of which the Mandarin Oriental Hotel is a member, prides itself on and globally advertises its "superb properties," "exquisite facilities" and "legendary service" incorporating daily maid and housekeeping services, and appealing to and competing in the highest end luxury market, whose patrons assume not only the finest in accommodations and service, but also the highest standards of cleanliness and attention to health and safety related matters.

21. Mr. and Mrs. Bluming were guests at the Mandarin Oriental Hotel for five (5) nights at nightly room rate of £235.00/\$458, exclusive of tax.

22. Mr. and Mrs. Bluming were in London because Mr. Bluming was attending the Annual Meeting of a global network association of more than 1,500 lawyers (Consulegis) representing over one-hundred (100) offices in thirty-eight (38) countries, of which Mr. Bluming is the founding U.S. member.

23. The conference was attended by over one-hundred (100) international attorneys. Such conferences are held semi-annually throughout the world with the primary purpose of allowing its members to meet with network colleagues and learn about global developments in law and procedure, and discuss issues and developments of interest affecting common clients and potential clients.

24. All organization members were encouraged to take accommodations at the Mandarin Oriental Hotel where conference sessions and events were scheduled. Most conference attendees, including Mr. and Mrs. Bluming, did in fact stay at the Mandarin Oriental Hotel.

25. The Mandarin Oriental Hotel served as the Consulegis conference headquarters for the Spring 2006 Annual General Meeting, having been selected based upon its image and reputation and pursuant to its advertising and promoting itself as an elite hotel.

26. On or about the second or third day of their stay, Mr. and Mrs. Bluming noticed large red, swollen skin eruptions over sections of their bodies, including the head, face, back, shoulders, hands (including between fingers) and arms. The lesions soon became obvious and distressful with intolerable itching and pain.

27. This directly impacted Mr. Bluming's ability to meet and confer with other international lawyers at the conference—effectively frustrating to a great extent his intended purpose for attending the conference.

28. Mr. and Mrs. Bluming secluded themselves in their room for part of their stay, which only added to their injuries as they unknowingly remained room-bound with the cause of their injury—bed bugs.

29. Mrs. Bluming's lesions were less pervasive and less physically severe than her husband's; however, decidedly more emotionally traumatic because Mrs. Bluming is a cancer survivor with a compromised immune system.

30. Mr. and Mrs. Bluming's skin eruptions multiplied and worsened by the day and soon numbered in the hundreds during their stay at the Mandarin Oriental Hotel. The cause of the eruptions was unknown by Mr. and Mrs. Bluming.

31. The repulsive nature of the lesions caused Mr. and Mrs. Bluming severe physical distress and traumatic emotional pain and suffering, including embarrassment.

32. Mr. and Mrs. Bluming returned to the United States, specifically New York City, on or about May 9, 2006.

33. During the airplane flight home and transfers in the airport Mr. and Mrs. Bluming suffered humiliation and embarrassment because of the grotesque nature of their injuries, including red itchy painful welts on the face, head, neck and arms.

34. The red swollen lesions continued to cause itching and discomfort and caused Mr. and Mrs. Bluming to immediately seek medical attention upon return to New York.

35. Mr. Bluming was seen by his internist on or about May 10, 2006.

36. The internist first suspected a viral infection and took blood tests. He also referred Mr. Bluming immediately to a dermatologist, insisting that he be seen that very day.

37. The dermatologist suspected insect bites—including specifically bed bugs—but was uncertain and took a biopsy from Mr. Bluming's elbow to confirm the diagnosis.

38. The anxiety of having an unknown, but perhaps contagious, disease or injury, combined with the painful and visibly grotesque physical sores, was immensely stressful and caused Mr. and Mrs. Bluming to isolate themselves from children, grandchild, colleagues, clients, potential clients and staff.

39. Mr. and Mrs. Bluming were, moreover, frightened that the unknown disease or injury would compromise Mrs. Bluming's immune system and her continuing recovery from cancer.

40. During this period, Mrs. Bluming visited her oncologist and dermatologist for monitoring, evaluation and treatment of the eruptions.

41. On or about May 10, 2006, Mr. Bluming contacted the Mandarin Oriental Hotel immediately after having been informed by his physicians that his and Mrs. Bluming's condition might have been caused by bedbugs.

42. In the correspondence, Mr. Bluming advised that it was suspected that bedbugs attacked him and his wife during their recent stay at the Mandarin Oriental Hotel. Mr. Bluming expressed concern for other potential victims at the Mandarin Oriental Hotel.

43. Also on May 10, Mr. Bluming forwarded various photographs to Mr. Mares, the Hotel's General Manager, illustrating the physical devastation caused by the attack.

44. On May 12, 2006, Mr. Mares advised Mr. Bluming that the Room had been "sealed off" and the Mandarin Oriental Hotel was carrying out "substantial tests and search" to determine whether a bedbug infestation existed.

45. On May 15, 2006, Mr. Mares emailed Mr. Bluming advising that the inspection report would be forthcoming.

46. On May 16, 2006, upon not hearing from Mr. Mares, Mr. Bluming e-mailed Mr. Mares again. Mr. Mares telephoned Mr. Bluming and advised that the initial report confirmed bedbug infestation in the Room. Mr. Mares also promised to forward the exterminator's report confirming the bedbug infestation in the Room.

47. On May 17, 2006, Mr. Mares e-mailed Mr. Bluming that he wanted to confer with a Mr. Lambert, the Director of Operations of the Mandarin Oriental Hotel Group in Europe, prior to any further action or production of the exterminator's report.

48. On May 19, 2006, Mr. Bluming again emailed Mr. Mares regarding the still unseen report and laboratory results.

49. Mr. Bluming advised Mr. Mares of his urgent need to pass the information on to his internist who was concerned that the insects carried possible disease or blood-borne illness, which could medically compromise either Mr. or Mrs. Bluming.

50. Later in the day on May 19, 2006, the Mandarin Oriental Hotel faxed to Mr. Bluming the exterminator's field note confirming bedbug infestation in the headboard in the Room. No laboratory results were provided.

51. Although repeatedly requested, Mr. Bluming did not receive, and has not to date received, the laboratory results.

52. The exterminator's handwritten field note is dated May 12, 2006, a full week before it was transmitted to Mr. Bluming.

53. Upon information and belief, defendants waited a week to provide written notice to Mr. and Mrs. Bluming regarding the results for self serving purposes, and such delay was in disregard of the best interests of Mr. and Mrs. Bluming.

54. Such inexplicable delay exacerbated Mr. and Mrs. Bluming's mental pain and suffering, adding greater anxiety.

55. The exterminator's field note indicates that adjoining rooms would be checked "when available."

56. On information and belief, defendants delayed reacting to the infestation immediately and appropriately, and was lax in taking all appropriate steps to forestall further attacks, despite the immediate notification received from Mr. Bluming.

57. Upon information and belief, the immediate notification from Mr. Bluming to the Mandarin Oriental Hotel helped prevent other guests who would have been assigned to Room 815 from being exposed to similar bedbug attacks and infestation, though prior guests in the Room and guests in adjoining rooms may have suffered similar attacks.

58. Upon information and belief, defendants did not notify London or British health officials about the confirmed bedbug infestation.

59. After returning to the United States and specifically, their New York City home, Mr. and Mrs. Bluming suffered a new wave of bites and discovered bed bugs from the Mandarin Oriental Hotel had traveled with them back to New York in their luggage and clothing

60. The bedbugs infested Mr. and Mrs. Bluming's New York apartment and caused further physical injury and mental pain and suffering.

61. Mr. and Mrs. Bluming suffered through additional painful itchy lesions, and mental anxiety, including persistently waking up in the middle of the night for a month from either real or imagined itches and frantically searching for the tiny insects in and around their bedroom and clothing.

62. Mr. and Mrs. Bluming subsequently learned that bed bugs are nocturnal and typically emerge between 2:00am and 3:00am seeking to feed on the blood of human hosts.

63. Mr. and Mrs. Bluming were forced to discard all bedding, luggage, affected or potentially affected, clothing and personal effects, and an apartment entirely renovated only two months earlier had to be fumigated and vacated until an exterminator could properly sanitize it throughout.

64. The fumigation of Mr. and Mrs. Bluming's apartment was a cause of concern for Mr. and Mrs. Bluming's neighbors and caused Mr. and Mrs. Bluming public embarrassment and humiliation.

65. Mr. and Mrs. Bluming continue to suffer from side-effects and emotional anxiety associated with the bedbug bites and infestation.

66. As a direct effect of the bedbug attack and infestation at the Mandarin Oriental Hotel, Mr. and Mrs. Bluming are fearful about staying in hotels in the future and generally wary about sleeping in any location, even in their own home.

67. Defendants did nothing to assist Mr. and Mrs. Bluming in treatment of their bedbug bites or fumigation of their luggage, clothing, personal effects and apartment.

68. Defendants did nothing to assist Mr. and Mrs. Bluming in the treatment of the emotional distress suffered by Mr. and Mrs. Bluming as a result of the bedbug attacks and infestations in London and New York.

69. Defendants failed to provide suitable and safe accommodation at the Mandarin Oriental Hotel, and specifically, the Room.

70. Defendants failed to take effective measures to detect and/or eliminate bedbugs from the Mandarin Oriental Hotel.

71. Upon information and belief, defendants failed to train their agents, employees and/or servants to maintain the rooms of the Mandarin Oriental Hotel in a pest-free, reasonable hygienic and clean manner.

72. In or around early 2006, incidents of bedbug infestation had gained significant publicity and defendants knew or should have known of the heightened risk.

73. Upon information and belief, defendants, prior to the subject incident, took no steps to check for bedbug infestation or apply any procedures for detection or prevention in the Mandarin Oriental Hotel.

74. Upon information and belief, defendants failed to warn other guests and potential victims about the bedbug infestation in the Mandarin Oriental Hotel.

### **CLAIMS FOR RELIEF**

#### **COUNT ONE**

##### **Negligence and Recklessness**

75. Mr. and Mrs. Bluming repeat and reallege each and every allegation set forth in paragraphs 1 through 74 as if fully and completely set forth at length herein.

76. Defendants, its agents, servants and/or employees were negligent in the ownership, management, care and/or maintenance of Mr. and Mrs. Bluming's Room at the Mandarin Oriental Hotel; defendants, its agents, servants and/or employees failed to employ reasonable and customary standards of hygiene and cleanliness in the Mandarin Oriental Hotel and the Room.

77. Defendants, at all times relevant hereto, were in exclusive possession and control of Room 815 at the Mandarin Oriental Hotel, and by its failure to exercise reasonable

care to protect Mr. and Mrs. Bluming from harm, are solely responsible for Mr. and Mrs. Bluming's injuries.

78. Mr. and Mrs. Bluming were lawful patrons/guests of the Mandarin Oriental Hotel and defendants, its agents, servants and/or employees had a duty to Mr. and Mrs. Bluming to insure they were given safe and suitable accommodation, and that such accommodation was suitable for the purposes for which it was intended.

79. The promotion and advertising of the Mandarin Oriental Hotel as among the world's finest and most luxurious hotels, created an expectation on which Mr. and Mrs. Bluming, as a members of the public and of the Consulegis organization, relied and a heightened obligation on defendants' part to ensure that Mr. and Mrs. Bluming, as its paying guests, would have a clean and safe stay, and not endure the kind of injuries and humiliation they suffered as a direct result of the defendants' failures.

80. Defendants negligently and recklessly breached such duty through the conduct described herein.

81. The foregoing incidents and resulting damages were directly and proximately caused by the negligence and recklessness of defendants, their agents, employees and/or servants in the ownership, operation, control and maintenance of the Mandarin Oriental Hotel and the Room, without any negligence on the part of Mr. or Mrs. Bluming contributing thereto.

82. As a result of the sole negligence of defendants, its agents, servants and/or employees, Mr. and Mrs. Bluming have been rendered sick, sore, lame, and/or disabled; were unable to pursue their usual occupational and recreational activities; were compelled to receive medical care and attention; incurred significant expense in the effort to cure or alleviate injuries

and/or damage to personal property; and were caused to suffer physical pain, mental anguish, pain and suffering and emotional distress, and lost business opportunities.

83. Mr. and Mrs. Bluming's injuries were in no manner or part whatsoever due to any failure to act on their part; Mr. and Mrs. Bluming had no notice or knowledge of the defective condition of the Room nor any reason to suspect the existence of the infestation or the possibility of suffering the damage incurred.

84. By reason of the foregoing, defendants are liable to Mr. and Mrs. Bluming in an amount to be determined by the Court at trial.

## COUNT TWO

### Intentional Infliction of Emotional Distress

85. Mr. and Mrs. Bluming repeat and reallege each and every allegation contained in paragraphs 1 through 84 as though set forth fully and at length herein.

86. Defendants' conduct as described herein was extreme and outrageous, and it caused Mr. and Mrs. Bluming to suffer mental and emotional distress.

87. The defendants intended to cause or recklessly caused Mr. and Mrs. Bluming's mental and emotional distress.

88. By reason of the foregoing, Mr. and Mrs. Bluming have suffered compensatory damages in an amount to be determined at trial.

89. By reason of the foregoing, Mr. and Mrs. Bluming request punitive damages in an amount to be determined by the Court at trial, but no less than One Million Dollars (\$1,000,000).

### COUNT THREE

#### Nuisance

90. Mr. and Mrs. Bluming repeat and reallege each and every allegation contained in paragraphs 1 through 89 as though set forth fully and at length herein.

91. The presence of bedbugs in defendants' Mandarin Oriental Hotel constituted a nuisance.

92. The defendants created or maintained the nuisance.

93. The defendants knew of or had notice of the bedbugs yet failed to abate or remedy that condition or to advise Mr. and Mrs. Bluming of the condition.

94. Upon information and belief, defendants failed to advise other paying guest at the Mandarin Oriental Hotel of the bedbug infestation.

95. The defendants were morally culpable and their actions and inactions were motivated by reprehensible intentions.

96. As a result Mr. and Mrs. Bluming have sustained the damages hereinbefore stated.

97. By reason of the foregoing, Mr. and Mrs. Bluming have suffered compensatory damages in an amount to be determined at trial.

98. By reason of the foregoing, Mr. and Mrs. Bluming request punitive damages in an amount to be determined by the Court at trial, but no less than One Million Dollars (\$1,000,000).

## COUNT FOUR

### Fraud

99. Mr. and Mrs. Bluming repeat and reallege each and every allegation contained in paragraphs 1 through 98 as though set forth fully and at length herein.

100. When checking into the Mandarin Oriental Hotel, Mr. and Mrs. Bluming were told that there was only one room available and were shown to that room. After expressing dissatisfaction with said room, the desk attendant advised that Room 815 instead was available without explanation as to why it was not earlier available.

101. Defendants knew or should have known that there existed or had existed bedbugs in the Room at the Mandarin Oriental Hotel.

102. Defendants intentionally concealed this material fact from Mr. and Mrs. Bluming.

103. Upon information and belief, defendants intentionally concealed this material fact from other paying guests at the Mandarin Oriental Hotel.

104. As paying guests of the Mandarin Oriental Hotel, Mr. and Mrs. Bluming relied upon defendants to disclose any dangers and hazards which might imperil their safety.

105. All paying guests at the Mandarin Oriental Hotel, including Mr. and Mrs. Bluming, were entitled to clean, pest-free, safe and suitable accommodation.

106. As the direct and proximate cause of the defendants' intentional and willful concealment of the aforementioned condition, Mr. and Mrs. Bluming accepted to stay in a room that they would not have accepted (and even stayed in the Mandarin Oriental Hotel which they might not have stayed in), and were prevented from taking immediate action thereafter to discard or clean their clothing, luggage and personal items to avoid transporting the bedbugs, all

resulting in the injuries alleged; and moreover deprived of the opportunity to seek more immediate medical attention focused on the specific situation to prevent or minimize the injuries sustained.

107. By reason of the foregoing, Mr. and Mrs. Bluming have suffered compensatory damages in an amount to be determined at trial.

108. By reason of the foregoing, Mr. and Mrs. Bluming request punitive damages in an amount to be determined by the Court at trial, but no less than One Million Dollars (\$1,000,000).

### COUNT FIVE

#### Deceptive Trade Practice

109. Mr. and Mrs. Bluming repeat and reallege each and every allegation contained in paragraphs 1 through 108 as though set forth fully and at length herein.

110. Defendants' failure to offer paying guests a clean, hygienic, pest-free hotel room at the Mandarin Oriental Hotel constitutes a deceptive trade practice under the provisions of N.Y. Gen. Bus. L. § 349.

111. Defendants' acts and practices were materially misleading and were made willfully.

112. Mr. and Mrs. Bluming were injured by defendants' materially misleading acts and practices, suffering the damages set hereinbefore.

113. By reason of the foregoing, pursuant to Gen. Bus. L. § 349, Mr. and Mrs. Bluming are entitled to three times their actual damages up to \$1,000.00.

114. By reason of the foregoing, pursuant to Gen. Bus. L. § 349, Mr. and Mrs. Bluming are entitled to reasonable attorneys' fees and costs.

### PRAYER FOR RELIEF

WHEREFORE, plaintiffs Mr. and Mrs. Bluming pray for judgment against defendants and each of them, together with costs and disbursements of this action, as follows:

1. On the First Cause of Action, directing defendants to pay Mr. and Mrs. Bluming compensatory damages in an amount to be determined at trial.
2. On the Second Cause of Action, directing defendants to pay Mr. and Mrs. Bluming compensatory damages, in an amount to be determined at trial, and punitive damages in an amount to be determined at trial, but no less than One Million Dollars (\$1,000,000).
3. On the Third Cause of Action, directing defendants to pay Mr. and Mrs. Bluming compensatory damages, in an amount to be determined at trial, and punitive damages, in an amount to be determined at trial, but no less than One Million Dollars (\$1,000,000).
4. On the Fourth Cause of Action, directing defendants to pay Mr. and Mrs. Bluming compensatory damages, in an amount to be determined at trial, and punitive damages in an amount to be determined at trial, but no less than One Million Dollars (\$1,000,000).
5. On the Fifth Cause of Action, directing defendants to pay Mr. and Mrs. Bluming the sum of three times their actual damages not to exceed \$1,000.00 plus reasonable attorneys' fees.
6. For an award of all fees and costs incurred in bringing this action.
7. For such other and further relief as this Court deems just and proper.

**JURY DEMAND**

Plaintiffs demand a trial by jury on all claims properly triable by a jury pursuant to Fed.

R. Civ. Pro. 38(b).

Dated: Newark, NJ  
December 21, 2006

Respectfully submitted,

**ROBERTSON, FREILICH, BRUNO & COHEN, LLC**  
Attorneys for Plaintiffs  
Cynthia and Sidney D. Bluming

By: /s/ Michael S. Weinstein

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