

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

CASE NO.

ALAN WHITEMAN, on
behalf of himself and all others
similarly situated,

Plaintiff,

v.

AGA SERVICE COMPANY, INC., a
foreign corporation,

and

JETBLUE AIRWAYS CORPORATION,
a foreign corporation,

Defendants.

NOTICE OF REMOVAL

PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1441 and 1446 and the Class Action Fairness Act of 2005 (“CAFA”), codified in part at 28 U.S.C. §§ 1332(d) and 1453, and with full reservation of all defenses and objections, Defendants, AGA SERVICE COMPANY, INC. (“AGA”) and JETBLUE AIRWAYS CORPORATION (“JetBlue”) (collectively, “Defendants”), hereby remove this case from the Circuit Court of the Seventeenth Judicial Circuit, Broward County, Florida to the United States District Court for the Southern District of Florida. In support of this Notice of Removal, Defendants state:

I. BACKGROUND

1. On March 16, 2022, Plaintiff ALAN WHITEMAN (“Plaintiff”) filed a civil action against Defendants in the Circuit Court of the Seventeenth Judicial Circuit, Broward County, Florida, entitled *Alan Whiteman v. AGA Service Company, Inc. v. JetBlue Airways Corporation*, Case No. CACE-22-003979 (Div. 8) (“State Court Action” or “Complaint”).

2. On March 25, 2022, AGA and JetBlue were each served with a Summons and the Complaint, amongst other papers, through their Registered Agents. Thus, this Notice of Removal is timely filed in accordance with 28 U.S.C. § 1446.

3. Plaintiff is bringing the State Court Action as a putative class action “on behalf of himself and all others similarly situated.” Plaintiff alleges that “[o]n August 14, 2019, Plaintiff purchased a trip insurance policy from AGA while purchasing an airline ticket on JetBlue’s website,” Complaint, ¶ 30, and claims that it was never disclosed to him by either AGA or JetBlue “that JetBlue received a fee from AGA in exchange for directing Plaintiff to AGA’s insurance policy.” *Id.* at ¶¶ 30, 31. Plaintiff further alleges that he “would not have purchased the policy” had he known about the fee being paid to JetBlue, and that he, and the putative class members, have been injured by the Defendants’ alleged actions. *Id.* at ¶¶ 33, 60, 80, 90.

4. The Complaint purports to assert three claims on behalf of Plaintiff and the putative class members:

- Count I against AGA seeks “a declaration that AGA’s practice of charging a fee, which is then passed on to a travel retailer, breaches ... [AGA’s travel insurance] policy on its face.” Complaint, ¶ 71; *see also id.* at Prayer for Relief (c) (seeking “[a] declaratory judgment that AGA breached its policies with the AGA class members”).

- Count II against JetBlue alleges that JetBlue’s purported “unfair and deceptive acts and practices” in connection with its receipt of fees from AGA and other insurers violated the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) and “seeks an injunction prohibiting JetBlue from continuing to engage in violations of FDUTPA.” *Id.* at ¶¶ 77, 79 and 81; *see also id.* at Prayer for Relief (d) (seeking “[a]n injunction against JetBlue prohibiting it from continuing its deceptive practices concerning the marketing of travel insurance products on its website”).
- Count III against JetBlue seeks “a declaration that JetBlue’s undisclosed receipt of fees from consumers related to the purchase of travel insurance for JetBlue flights breached the contract of carriage [between JetBlue and its customers].” *Id.* at ¶ 101; *see also id.* at Prayer for Relief (e) (seeking “[a] declaratory judgment that JetBlue breached its contract of carriage with the JetBlue Class Members”).¹

5. Plaintiff seeks certification of the following class for the declaratory judgment claim against AGA (Count I):

The AGA Class consists of and is defined as all Florida citizens including Plaintiff who: (1) on or after March 16, 2017, (b) purchased a travel insurance policy from AGA through the website of a travel retailer, and (c) had AGA pay a fee to the travel retailer as a result of the purchase of the travel insurance policy. The class period will be from March 16, 2017, to the date of class certification (hereinafter the “Class Period”).

Complaint, ¶ 39.

¹ In addition to the requests for declaratory and injunctive relief, Plaintiff also seeks, among other things, “[t]he costs of suit including reasonable attorney’s fees in accordance with Section 627.428, Florida Statutes, and FDUTPA.” *Id.* at Prayer for Relief (e).

6. Plaintiff seeks certification of the following class for the FDUTPA claim seeking an injunction against JetBlue (Count II) and the claim for declaratory judgment against JetBlue (Count III):

The JetBlue Class consists of all Florida citizens including Plaintiff who: (a) on or after March 16, 2017, (b) purchased a travel insurance policy from a travel insurer through JetBlue’s website after purchasing a JetBlue flight, and (c) had JetBlue receive a fee as a result of the purchase of the travel insurance policy. The JetBlue Class period will be from March 16, 2017, to the date of class certification (hereinafter the “Class Period”).

Complaint, ¶ 40.

7. Plaintiff alleges that there are “common questions of law and/or fact shared by Plaintiff and each member of the AGA Class and JetBlue Class” and seeks class certification of the claims pursuant to Fla. R. Civ. P. 1.220(b)(1)(A) and Fla. R. Civ. P. 1.220(b)(2). Complaint, ¶¶ 45, 48-51.²

8. This case is properly removed to this Court as the district and division within which the State Court Action was brought. *See* 28 U.S.C § 1446(a).

II. GROUNDS FOR REMOVAL³

9. The State Court Action is removable and this Court has subject matter jurisdiction over this action in accordance with CAFA. *See* 28 U.S.C § 1332(d) (providing for original jurisdiction over this putative class action) and 28 U.S.C §§ 1441(a) and 1453(b) (providing for removal of this putative class action).

² The corresponding class certification provisions under the Federal Rules of Civil Procedure are Fed. R. Civ. P. 23(b)(1)(A) and Fed. R. Civ. P. 23(b)(2). Defendants deny that certification of this action would be proper or appropriate.

³ A notice of removal need only contain “a short and plain statement of the grounds for removal, together with a copy of all process, pleadings, and orders served upon such defendant or defendants in such action. 28 U.S.C § 1446(a). Copies of all such materials served upon AGA and JetBlue are attached hereto as Composite Exhibit A.

10. Unlike cases involving traditional diversity jurisdiction where there is a presumption against removal, “no antiremoval presumption attends cases invoking CAFA, which Congress enacted to facilitate adjudication of certain class actions in federal court.” *Dart Cherokee Basin Operating Co. LLC v. Owens*, 574 U.S. 81, 89 (2014). *See also Dudley v. Eli Lilly & Co.*, 778 F.3d 909, 912 (11th Cir. 2014) (“Applying this binding precedent from the Supreme Court [*Dart*], we may no longer rely on any presumption in favor of remand in deciding CAFA jurisdictional questions.”).

11. As the Eleventh Circuit has made clear:

CAFA grants subject matter jurisdiction to federal district courts over class actions in which (1) any member of the plaintiff class is a citizen of a state different from the state of citizenship of any defendant, (2) the aggregate amount in controversy exceeds \$5 million, and (3) the proposed plaintiff class contains at least 100 members.

South Fla. Wellness, Inc. v. Allstate Ins. Co., 745 F.3d 1312, 1315 (11th Cir. 2014). All three of the requirements for federal subject matter jurisdiction under CAFA are clearly met here.

A. Each of the Putative Classes Easily Exceeds 100 Members

12. Plaintiff alleges “that based upon information and belief, there are tens of thousands of individuals throughout the State of Florida who are potential AGA Class members and/or JetBlue Class members in this action.” Complaint, ¶ 43. Plaintiff further alleges that “the members of the AGA Class and JetBlue Class will be ascertainable through AGA’s and JetBlue’s electronic records, data, and databases.” *Id.* at ¶ 44.

13. Based on a review of AGA’s records relating to the travel protection plans that include travel insurance policies sold by AGA to Florida residents through offers presented on the websites of AGA’s Travel Retail partners during the Class Period, the AGA Class contains more

than two million members. *See* Declaration of Emily Hartman (“Hartman Decl.”), attached hereto as Exhibit B, ¶ 4.

14. Based on a review of AGA’s records relating to the travel protection plans that include travel insurance policies sold by AGA to Florida residents through offers presented on JetBlue’s website during the Class Period, the JetBlue Class contains more than 350,000 members. *See* Hartman Decl., ¶ 6.

15. Given these facts, the 100-member numerosity requirement of CAFA has clearly been met in this case. *See* 28 U.S.C § 1332(d)(2), (5).

B. There is Minimal Diversity Among the Parties

16. CAFA requires only “minimal diversity” meaning that at least one member of the putative class is a citizen of a different state than any one defendant. *Hill v. Nat’l Ins. Underwriters, Inc.*, 641 F. App’x 899, 901-02 (11th Cir. 2014). That is clearly the case here.

17. Plaintiff acknowledges that he “is an individual who is domiciled in, and is a citizen of, Florida.” Complaint, ¶ 7. Likewise, Plaintiff is seeking to represent a putative class of Florida citizens. *Id.* at ¶¶ 39, 40. Thus, for purposes of jurisdiction under CAFA, Plaintiff and all of the putative class members are citizens of Florida.

18. AGA is incorporated in Virginia and has its principal place of business in Virginia. *See* Hartman Decl., ¶ 2. Moreover, Plaintiff correctly alleges that JetBlue “is a Delaware corporation with its principal place of business in New York.” Complaint, ¶ 9. “[A] corporation shall be deemed to be a citizen of any State by which it has been incorporated and of the State where it has its principal place of business.” 28 U.S.C § 1332(c)(1). Thus, for purposes of jurisdiction under CAFA, AGA is a citizen of Virginia and JetBlue is a citizen of Delaware and New York.

19. Given these facts, the minimal diversity requirement of CAFA has clearly been met in this case. *See* 28 U.S.C § 1332(d)(2); *Rausnitz v. Transamerica Life Ins. Co.*, 2019 WL 8989939, *1 (S.D. Fla. Dec. 10, 2019) (“uncontradicted allegations in the notice of removal are sufficient to establish diversity between the parties”).

C. The Amount in Controversy is in Excess of \$5,000,000⁴

20. CAFA requires that “the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs.” *See* 28 U.S.C § 1332(d)(2). Under CAFA, “the claims of the individual [putative] class members shall be aggregated to determine whether the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs.” *See* 28 U.S.C § 1332(d)(1)(D) and (d)(6).

21. “A defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart*, 574 U.S. at 89. “[W]hen a defendant seeks federal court adjudication, the defendant’s amount in controversy allegation should be accepted when not contested by the plaintiff or questioned by the court.” *Id.* at 87. “The amount in controversy is not proof of the amount the plaintiff will recover. Rather, it is an estimate of the amount that will be put at issue in the course of the litigation.” *South Fla. Wellness*, 745 F.3d at 1315 (citation omitted).

22. Plaintiff seeks declaratory relief against AGA and both declaratory and injunctive relief against JetBlue in the State Court Action. “For amount in controversy purposes, the value

⁴ Defendants provide the calculation of the amount at issue solely for purposes of evaluating the amounts in controversy under CAFA. Defendants deny that Plaintiff, or any putative class member, is entitled to obtain declaratory and/or injunctive relief from either Defendant or recover any amount of damages from either Defendant.

of the injunctive or declaratory relief is the value of the object of the litigation measured from the plaintiff's perspective.” *South Fla. Wellness*, 745 F.3d at 1315 (citation omitted).⁵

23. The object of the claims for declaratory relief from Plaintiff's perspective is clearly set forth in the Complaint. In Count I, Plaintiff seeks a “declaratory judgment that AGA breached its policies with the AGA Class Members” by “*charg[ing] a fee*, which was passed on to a travel retailer, that was not disclosed in the policy” and by “*misstat[ing] the cost of the travel insurance*.” Complaint, ¶¶ 56, 57, Prayer for Relief (c) (emphasis supplied). In Count III, Plaintiff seeks a “declaratory judgment that JetBlue breached its contracts of carriage with the JetBlue Class Members” by its “*undisclosed receipt of payments* from travel insurers, including AGA, related to the purchase of travel insurance for JetBlue flights.” *Id.* at ¶87, Prayer for Relief (e) (emphasis supplied). The Complaint is thus centered on the alleged impropriety of fees paid by AGA and received by JetBlue and its purpose is to establish that Defendants breached their respective contracts with Plaintiff and the putative class members, thereby allegedly causing injury to Plaintiff and the class members. *Id.* at ¶¶ 60, 90.

24. The values of the fees paid by AGA to travel retailers and fees received by JetBlue thus provide the appropriate measure of the “amount in controversy” as to each Defendant. *See, e.g., South Fla. Wellness*, 745 F.3d at 1316-17 (amount in controversy in action solely seeking

⁵ “The general rule is that claims brought by a single plaintiff against a single defendant can be aggregated when calculating the amount in controversy, regardless of whether the claims are related to each other.” *Elite Mitigation Servs. LLC v. Westchester Surplus Lines Ins. Co.*, 2019 WL 10888657, *1 (N.D. Fla. Nov. 11, 2019) (citation omitted). *See also Anderson v. Wilco Life Ins. Co.*, 943 F.3d 917, 927 (11th Cir. 2019) (adding together both claims against defendant to determine amount in controversy). Thus, the value of each of the two claims against JetBlue are to be totaled in determining the amount in controversy with regard to JetBlue. Because, as detailed below, the declaratory judgment claim against JetBlue alone has a value greater than \$5,000,000, Defendants need not, and will not, separately address the value of the FDUTPA claim for injunctive relief asserted against JetBlue in Count II of the Complaint.

declaration that insurance company made insufficient payments included amount of money damages plaintiffs could ultimately seek in a later proceeding); *Camoco, LLC v. Leyva*, 2018 WL 4178721, *2 (M.D. Fla. Aug. 31, 2018) (For purposes of determining amount in controversy, “[t]he value of a declaration declaring that [defendant] violated his [contract] is worth over \$100,000 to [plaintiff] because [plaintiff] would be able to use that declaration to seek over \$100,000 in damages in a separate FDUTPA or breach of contract action against [defendant].”).

25. Based on a review of AGA’s records of fees AGA paid to its Travel Retail partners in connection with the purchase by Florida residents of AGA’s travel insurance plans that include travel insurance policies during the Class Period, the fees paid by AGA exceed \$20 million. *See* Hartman Decl., ¶ 5.

26. Based on a review of AGA’s records of fees AGA paid to JetBlue in connection with the purchase by Florida residents of AGA’s travel insurance plans that include travel insurance policies during the Class Period, the fees paid to JetBlue exceed \$10 million. *See* Hartman Decl., ¶ 7.⁶

27. The value of the declaratory judgment claims is not affected by the fact that Plaintiff and the putative class are, at this stage, seemingly seeking only declaratory relief. As explained *supra*, in *South Florida Wellness*, the Eleventh Circuit, in assessing the amount in controversy in a CAFA case, valued a claim for declaratory relief which did not seek money damages to include the value of the damages to which the Plaintiff and putative class might be entitled should they

⁶ Plaintiff also alleges that he would not have purchased his policy had he known about the undisclosed fees, Complaint, ¶ 33, arguably suggesting that he might be entitled to recover the cost of his policy. He is not. But, if he and the putative class members were entitled to damages in the amount of the cost of the travel insurance plans that include travel insurance policies during the Class Period, the amount in controversy would be more than \$50 million. *See* Hartman Decl., ¶ 5.

prevail on their request for declaratory relief. *South Florida Wellness*, 745 F.3d at 1316-17. In so ruling, the Court explained that the value of the damages must be included in the calculation because the notion “that class members armed with a declaratory judgment would not later seek out the additional payment they are owed . . . is contrary to human nature and the nature of lawyers.” *Id.* at 1316.⁷

28. Nor does Plaintiff’s explicit assertion in the Complaint that he is not seeking money damages, Complaint, ¶ 13, materially change the amount in controversy calculation. In *Standard Fire Ins. Co. v. Knowles*, 568 U.S. 588 (2013), the U.S. Supreme Court held that a stipulation by a class action plaintiff that he would not seek damages in excess of \$5,000,000 did not “remove the case from CAFA’s scope” because “a plaintiff who files a proposed class action cannot legally bind members of the proposed class before the class is certified” and, thus, such a stipulation “does not reduce the value of the putative class members’ claims.” *Id.* at 590, 593.

29. Plaintiff is also seeking attorney’s fees under Section 627.428, Florida Statutes, and FDUTPA, Complaint, Prayer for Relief (e), which amount may be included in the amount in controversy calculation. *See Leslie v. Conseco Life Ins. Co.*, 2012 WL 4049965, *3 (S.D. Fla. Sept. 13, 2012) (“When a statute authorizes the recovery of attorney’s fees, a reasonable amount of those fees is included in the amount in controversy.”) (citation omitted).

30. Given these facts, the \$5,000,000 amount in controversy requirement of CAFA has clearly been met in this case. *See* 28 U.S.C § 1332(d)(2).

31. Because all of the requirements for federal court jurisdiction under CAFA have been satisfied, this case was properly removed under CAFA.

⁷ Plaintiff has already set the stage for seeking damages at a later time by asserting in the Complaint that “the Court may grant further, or supplemental relief based on a declaratory judgment.” Complaint, ¶¶ 69, 99.

32. A copy of Defendants' Notice of Removal is being filed with the Clerk of Court of the Circuit Court of the Seventeenth Judicial Circuit, Fort Lauderdale, Florida, and written notice is being given to Plaintiff in accordance with 28 U.S.C § 1446(d).

33. Defendants reserve the right to amend or supplement this Notice of Removal and further reserve all of their defenses and objections to Plaintiff's claims. Defendants will respond to the Complaint as required by Fed. R. Civ. P. 81(c).

WHEREFORE, Defendants remove the above-captioned action from the Florida state court to the United States District Court for the Southern District of Florida.

DATED: April 14, 2022

s/ Lazaro Fernandez, Jr.

Lazaro Fernandez, Jr.

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Attorneys for Defendants, AGA Service Company, Inc. and JetBlue Airways Corporation

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 14, 2022, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using the Court's CM/ECF filing system, and furnished to all interested parties and counsel of record identified on the attached Service List in the manner specified.

s/ Lazaro Fernandez, Jr.

SERVICE LIST

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS

ALAN WHITEMAN

DEFENDANTS

AGA SERVICE COMPANY, INC. and JETBLUE AIRWAYS CORPORATION

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) ALEC H. SCHULTZ HILGERS GRABEN PLLC 1221 BRICKELL AVE, STE 900 MIAMI, FL 33131 305-630-8304

Attorneys (If Known) LAZARO FERNANDEZ, JR. STACK FERNANDEZ & HARRIS, P.A. 1001 BRICKELL BAY DR, STE 2650 MIAMI, FL 33131 305-371-0001

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Grid of categories: CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES. Includes checkboxes for various legal claims like insurance, torts, and property rights.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Re-filed (See VI below)
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation Transfer
7 Appeal to District Judge from Magistrate Judgment
8 Multidistrict Litigation - Direct File
9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 28 U.S.C § 1332(d); 28 U.S.C §§ 1441(a) and 1453(b) LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE 4/14/2022 SIGNATURE OF ATTORNEY OF RECORD /s/ Lazaro Fernandez, Jr.

Exhibit A

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO:
DIVISION:

ALAN WHITEMAN,

Plaintiff,

v.

AGA SERVICE COMPANY, INC., a foreign
corporation,

and

JETBLUE AIRWAYS CORPORATION, a
foreign corporation.

Defendants.

CLASS ACTION

COMPLAINT

Plaintiff Alan Whiteman, on behalf of himself and all others similarly situated, sues Defendants AGA Service Company, Inc. ("AGA") and JetBlue Airways Corporation ("JetBlue"), and alleges as follows:

INTRODUCTION

1. This is a class action lawsuit for injunctive and declaratory relief filed to redress injuries that Plaintiff and a class of consumers have suffered as a result of (1) AGA's practices relating to the payment of fees to travel retailers for travel insurance policies, in breach of its own policies with Plaintiff and class members, and (2) JetBlue's deceptive and illegal practices relating to the sale of AGA's travel insurance policies on its website, in violation of the Florida Deceptive

and Unfair Trade Practices Act (“FDUTPA”) and in breach of its contract of carriage with its customers.

2. In an effort to boost sales of its travel insurance products, AGA enters into agreements with travel retailers, such as airlines, hotels, and rail operators, to position its products for sale on the retailers’ websites. Specifically, AGA arranges for its products to appear in the booking path of a retailer’s website, with the term “booking path” referring to the process in which a consumer purchases a ticket on the retailer’s website.

3. AGA’s products are not offered through a hyperlink, whereby a consumer looking to purchase an insurance policy is able to navigate directly from the website of the travel retailer to AGA’s website to explore its products; rather the consumer must make an affirmative election as to purchasing AGA’s products before the consumer is able to complete the desired purchase of a ticket for travel.

4. The marketing language used in promoting the AGA insurance products is inherently deceptive to the consumer, as it leaves the consumer with the impression that the entire charge for the insurance policy goes to AGA to cover the policy’s cost. Indeed, the marketing language states that the policies are “recommended/offered/sold by Allianz Global Assistance.”

5. In reality, AGA pays an enormous sum to the travel retailer for each insurance policy sold through the booking path, engaging in this deceptive conduct and hiding the role of the relevant travel retailers, because it knows that consumers are far less likely to purchase a policy if they know the true nature of AGA’s agreement with travel retailers. Its conduct also plainly violates the terms of the governing insurance policy.

6. JetBlue is one such travel retailer with whom AGA engaged in this practice. JetBlue asked its customers in its booking path whether they would like to purchase AGA’s

insurance. JetBlue never disclosed to its customers that it knew it would receive, and did in fact receive, fees for each policy sold through the website, in express violation of its contracts of carriage with passengers.

PARTIES, JURISDICTION AND VENUE

7. Plaintiff Alan Whiteman is an individual who is domiciled in, and is a citizen of, Florida. Plaintiff brings this action pursuant to Fla. Stat. § 501.211 to enjoin JetBlue from continuing its deceptive conduct, and also brings claims for declaratory judgment against both Defendants.

8. Defendant AGA Service Company is a Delaware corporation with its principal place of business in Virginia. AGA routinely conducts business in the State of Florida, and it has a registered agent for service of process in Florida.

9. Defendant JetBlue Airways Corporation is a Delaware corporation with its principal place of business in New York. JetBlue routinely conducts business in the State of Florida, and it has a registered agent for service of process in Florida.

10. This Court has jurisdiction over AGA because it entered into a contract with Plaintiff (the insurance policy) in Florida.

11. This Court has jurisdiction over JetBlue because it entered into a contract with Plaintiff (the contract of carriage) in Florida, and independently on the basis that JetBlue committed tortious conduct in Florida and caused injury to Plaintiff in Florida.

12. Venue is proper in this Court because AGA entered into an insurance contract with Plaintiff in this county, JetBlue entered into a contract of carriage with Plaintiff in this county, and a substantial amount of the events giving rise to the cause of action occurred in this county.

13. Plaintiff does not seek monetary damages; rather, he seeks declaratory and injunctive relief.

14. All conditions precedent to the bringing of this action have occurred, or AGA and JetBlue have waived them.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

15. AGA is a leading provider of travel insurance policies in the United States and in Florida, offering its products for sale on a host of travel retailer websites, including but not limited to, American Airlines, JetBlue, Delta Air Lines, Alaska Airlines, and the National Railroad Passenger Corporation (“Amtrak”).

16. For each of these travel retailers, including JetBlue, AGA enters into an agreement with the retailer to offer its products for sale in the retailers’ booking path, the mechanism by which consumers purchase tickets for travel.

17. On every retailer website booking path, including on JetBlue’s website booking path, the consumer is not permitted to skip the election of a travel insurance policy. Specifically, the consumer must click on a radio button to either purchase a policy or to expressly decline the purchase of a policy.

18. Retailers like JetBlue aggressively market the policies. For example, on the Delta Air Lines booking path, the marketing highlights the “yes” radio button in bright green, tells consumers the product is “highly recommended,” includes quotes from third-party publications urging purchase, and tells the consumer how many other consumers have purchased a policy in the preceding three days.

19. On the booking path of American Airlines, the marketing includes a bright-green checkmark with the word “Recommended” next to the “yes” radio button; then it informs the

consumer how many other consumers purchased a policy in the preceding seven days. As with the Delta Air Lines booking path, the marketing states that the insurance products are “recommended/offered/sold by 3rd party, Allianz Global Assistance, not American Airlines.”

20. On the booking path of JetBlue, the language includes the words “Highly Recommended” in bright blue text next to the “yes” radio button, then it informs consumers how many others have purchased a policy in the “last 15 minutes.” Then JetBlue states that the products are “recommended/offered/sold by Allianz Global Assistance.” Upon information and belief, JetBlue approves all marketing language present on its website.

21. Thus, nowhere in any of these travel booking paths does the consumer receive any indication that a significant portion of the money they pay for an insurance policy goes to the travel retailer. In contrast, Defendants represent to the contrary, identifying AGA as the recommender, offeror, and seller of the product, while noting that the airlines are “not” any of the foregoing.

22. Defendants engage in these misrepresentations and material omissions because they are aware of two distinct points. First, none of these travel retailers have the requisite permission to advertise, market or sell insurance products themselves.

23. Second, Defendants know that consumers would be far less likely to purchase one of these travel insurance policies if they knew the truth, namely that undisclosed fees pass to the travel retailers. As is self-evident, the travel retailers are not only providing no service to consumers when it comes to the insurance policies, but they are legally prohibited from offering any insurance services to consumers.

24. Additionally, when a consumer elects to purchase a trip insurance policy, the cost of the policy is not included as part of the amount the consumer pays to the travel retailer for transportation. So, for example, while a consumer who purchases an upgraded seat or priority

boarding rights would see that charge bundled into the overall amount the consumer pays for the transportation, this is not the case for a travel insurance policy. Consumers are shown two distinct charges prior to making payment, one for the cost of the transportation (including any extras like a better seat), and then a separate charge for the cost of the insurance policy.

25. Based upon this misleading presentation, the consumer once again is given the clear impression that the money spent on a trip insurance policy is wholly paid to AGA, without any payment to the travel retailer. The consumer has no information to deduce that they are paying undisclosed fees to retailers.

26. The role of the travel retailers is analogous (if not identical) to that of an insurance agent, who solicits insurance sales and receives commissions on policies sold. In addition to the insurer itself, an insurance agent is also a “seller” of insurance policies.

27. However, as noted above, travel retailers lack the ability to perform insurance agent functions or receive commissions on consumer policy payments, which is the impetus for the deceptive conduct of Defendants in marketing these policies to consumers.

28. To be clear, the fees that the travel retailers receive, including JetBlue, are not akin to advertising fees, wherein AGA would pay the retailers for the right to market its products on their booking paths. The compensation is not, for example, a flat monthly fee, but rather predicated upon individual policy sales. JetBlue provides no service whatsoever to consumers related to the insurance policies, and the policies do not relate to any price or fare offered by JetBlue, as the pricing is set by AGA.

29. Indeed, these AGA insurance products are referred to in the industry as “take all comers” policies, as there is no individual underwriting or risk assessment. Instead, AGA automatically issues the policies once a consumer pays through the travel retailer website.

30. On August 14, 2019, Plaintiff purchased a trip insurance policy from AGA while purchasing an airline ticket on JetBlue's website. Plaintiff received an email from AGA with a copy of the policy, but at no point did AGA disclose to Plaintiff that a portion of his purchase price went to the airline. In contrast, its contract with Plaintiff states the opposite.

31. AGA's Declaration of Coverage for Plaintiff declared that the "Total Insurance Cost for All Insureds" was \$29.62. *See* Exhibit 1. A cover letter to the policy contract further explained: "The total amount paid was \$36.36, which includes \$29.62 for insurance and \$6.74 for assistance—giving you access to our worldwide team of problem-solving experts that can help with medical travel-related emergencies." *Id.* As noted, nowhere in the policy or any other communication did AGA disclose to Plaintiff that he was paying not only for insurance, but also for a large fee to JetBlue. Instead, AGA hid that fee as part of the price of the insurance itself.

32. AGA's policy states: "This *policy* is *our* contract with *you*." *Id.* It further states: "Your policy consists of two parts: 1. This *policy* document (including any amendments and endorsements), which describes the coverages and conditions; and 2. The Declaration of Coverage ("Declarations"), which provides the particular list of coverages, benefits, and individuals covered under *your policy*." *Id.*

33. Plaintiff would not have purchased the policy had AGA disclosed its payments, including the amounts, to JetBlue.

34. Plaintiff purchased a roundtrip flight from JetBlue's website on August 14, 2019. The departure flight was August 22, 2019, and the return flight was August 27, 2019.

35. The JetBlue website booking path prompted Plaintiff to purchase travel insurance for his trip through AGA, and it required that he accept or decline the travel insurance. It never

disclosed that JetBlue received a fee from AGA in exchange for directing Plaintiff to AGA's insurance policy.

36. JetBlue's contract of carriage permits it only to "collect additional taxes, fees or charges imposed by a governmental entity after the reservation has been made and paid for, but before transportation commences." *See* Exhibit 2.

37. The fee JetBlue received from AGA was not imposed by any governmental entity, and the contract does not allow JetBlue to receive it.

CLASS ACTION ALLEGATIONS

38. Plaintiff brings this lawsuit as a class action pursuant to Fla. R. Civ. P. 1.220(b)(1)(A), & (2).

39. AGA Class Definition. Plaintiff seeks certification of two classes: The AGA Class consists of and is defined as all Florida citizens including Plaintiff who: (a) on or after March 16, 2017, (b) purchased a travel insurance policy from AGA through the website of a travel retailer, and (c) had AGA pay a fee to the travel retailer as a result of the purchase of the travel insurance policy. The class period will be from March 16, 2017, to the date of class certification (hereinafter the "Class Period").

40. JetBlue Class Definition. The JetBlue Class consists of and is defined as all Florida citizens including Plaintiff who: (a) on or after March 16, 2017, (b) purchased a travel insurance policy from a travel insurer through JetBlue's website after purchasing a JetBlue flight, and (c) had JetBlue receive a fee as a result of the purchase of the travel insurance policy. The JetBlue Class period will be from March 16, 2017, to the date of class certification (hereinafter the "Class Period").

41. Plaintiff reserves the right to amend the AGA Class Definition or JetBlue Class Definition, and/or add additional sub-class definitions as discovery proceeds and to conform to the evidence.

42. Excluded from the Classes are AGA, its agents, representatives, and employees; JetBlue, its agents, representatives, and employees; and any judge to whom this action is assigned and any member of that judge's staff and immediate family.

43. While the exact number of AGA Class Members or JetBlue Class members is unknown at this time, Plaintiff submits that based upon information and belief, there are tens of thousands of individuals throughout the State of Florida who are potential AGA Class Members and/or JetBlue Class members in this action. Individual joinder of these AGA Class Members or JetBlue Class members is impracticable.

44. Plaintiff further alleges that the members of the AGA Class and JetBlue Class will be ascertainable through AGA's and JetBlue's electronic records, data, and databases.

45. There are common questions of law and/or fact shared by Plaintiff and each member of the AGA Class and JetBlue Class. These common questions of law and/or fact include the following:

- a. Whether AGA breached its policy with Plaintiff and AGA Class Members by paying a portion of their premium payment to undisclosed travel retailers;
- b. Whether AGA breached its policy with Plaintiff and AGA Class Members by misrepresenting the price of the insurance;
- c. Whether AGA's conduct caused injury to Plaintiff and AGA Class Members;

- d. Whether JetBlue engaged in a deceptive and unfair business practice by misleading the JetBlue Class Members about receiving payments from AGA;
- e. Whether JetBlue engaged in deceptive conduct by failing to disclose its receipt of consumer payments from JetBlue Class members;
- f. Whether JetBlue breached its contract of carriage with Plaintiff and JetBlue Class Members by receiving a fee that is not permitted by the contract of carriage; and
- g. Whether JetBlue's conduct caused injury to Plaintiff and JetBlue Class Members.

46. Plaintiff's claims are typical of the claims that would be asserted by other members of the AGA Class and JetBlue Class in that, in proving his claims under Florida law, he will simultaneously prove the claims of all AGA Class Members and/or JetBlue Class members. The rights afforded under Florida law are the same for Plaintiff and Class Members and/or JetBlue Class members. Each AGA Class Member had the same interaction with AGA on a travel retailer's booking path. Each JetBlue Class Member had the same interaction with JetBlue on its website.

47. Plaintiff is an AGA Class Member and JetBlue Class member. He is an adequate representative of the AGA Class and JetBlue Class because his interests do not conflict with the interests of other AGA Class Members and/or JetBlue Class Members, and he will fairly and adequately protect the interests of the AGA Class Members and/or JetBlue Class members. Additionally, Plaintiff is cognizant of his responsibility as an AGA Class and/or JetBlue Class

representative and has retained experienced counsel fully capable of, and intent upon, vigorously pursuing the action. Class counsel have extensive experience in class action litigation.

48. Plaintiff's cause of action against AGA may be maintained as a class action pursuant to Rule 1.220(b)(1)(A), because the prosecution of separate claims by individual Class Members would create a risk of inconsistent or varying adjudications concerning individual members of the AGA Class which would establish incompatible standards of conduct for AGA.

49. Plaintiff's cause of action against AGA may also be maintained as a class action pursuant to Rule 1.220(b)(2), because AGA has acted and refused to act on grounds generally applicable to all members of the AGA Class, thereby making final declaratory relief concerning the Class as a whole appropriate.

50. Plaintiff's cause of action against JetBlue may be maintained as a class action pursuant to Rule 1.220(b)(1)(A), because the prosecution of separate claims by individual JetBlue Class Members would create a risk of inconsistent or varying adjudications concerning individual members of the JetBlue Class which would establish incompatible standards of conduct for JetBlue.

51. Plaintiff's causes of action against JetBlue may also be maintained as a class action pursuant to Rule 1.220(b)(2), because JetBlue has acted and refused to act on grounds generally applicable to all members of the JetBlue Class, thereby making final declaratory relief concerning the JetBlue Class as a whole appropriate.

COUNT I

DECLARATORY JUDGMENT

(AGAINST AGA BY ALL AGA CLASS MEMBERS)

52. Plaintiff re-alleges paragraphs 1-51 as if fully set forth herein and further alleges the following.

53. Count I is an action for declaratory judgment pursuant to Chapter 86, Florida Statutes. Plaintiff brings Count I individually and for the AGA Class defined above.

54. Plaintiff does not and will not seek monetary relief in Count I. Under Count I, Plaintiff is not requesting and will not request the Court to determine the reasonableness of Plaintiff's premium payment or amounts due and owing any AGA Class member, including Plaintiff.

55. Plaintiff also does not ask for a forward-looking declaration, but merely seeks a declaration resolving a present controversy concerning past acts.

56. There is a bona fide, actual, present, practical need for the Court to declare whether AGA's policy with Plaintiff and the AGA Class Members permits AGA to charge a fee, which was passed on to a travel retailer, that was not disclosed in the policy.

57. A bona fide controversy presently exists between Plaintiff and the AGA Class on one hand and AGA on the other, as to whether its policy with Plaintiff and the AGA Class Members permits AGA to charge a fee, which was passed on to a travel retailer, that was not disclosed in the policy, and whether AGA's policy misstated the cost of the travel insurance, thereby breaching the policy.

58. Plaintiff is an interested party who is in doubt about and seeks a declaration regarding the AGA Class Members' and his rights and legal relations vis-à-vis AGA with regard to the policy.

59. Plaintiff has interests adverse to AGA, and the declaration requested deals with a present ascertainable state of facts as presented in the allegations set forth above.

60. Plaintiff and all putative AGA Class members are in the same predicament, each suffering an injury from what Plaintiff believes to be AGA's misinterpretation of the policy.

61. The rights, status, or equitable relations of the parties are affected by the express terms of the policy and applicable law. Accordingly, pursuant to Chapter 86, Florida Statutes, Plaintiff and the other AGA Class Members may obtain a declaration of rights, status, or other equitable or legal relations thereunder.

62. Chapter 86, Florida Statutes, is state substantive law, which is to be liberally administered and construed. *See* § 86.101 Fla. Stat.

63. Section 86.011, Florida Statutes states that this Court has "jurisdiction . . . to declare rights, status, and other equitable or legal relations whether or not further relief is or could be claimed."

64. Section 86.111, Florida Statutes states: "The existence of another adequate remedy does not preclude a judgment for declaratory relief." Thus, regardless of whether damages are available to Plaintiff or AGA Class Members, this Court still has jurisdiction to determine the parties' respective rights, status, and other equitable or legal relations under the policy and applicable law.

65. Section 86.011(2), Florida Statutes states: "[t]he court may render declaratory judgment on the existence, or non-existence . . . Of any fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future." Thus, the Court still has jurisdiction to determine whether AGA's past conduct breached the policy.

66. Section 86.021, Florida Statutes states: “Any person claiming to be interested or who may be in doubt about his or her rights under a . . . contract . . . may have determined any question of construction or validity arising under such . . . contract . . . or any part thereof, and obtain a declaration of rights, status, or other equitable or legal relations thereunder.” Thus, the Court has jurisdiction to determine the rights of “any person” (such as Plaintiff or each Class Member) who is in doubt about his or her rights under the policy and any applicable laws.

67. Section 86.051, Florida Statutes states: “Any declaratory judgment rendered pursuant to this chapter may be rendered by way of anticipation with respect to any act not yet done or any event which has not yet happened, and in such case the judgment shall have the same binding effect with respect to that future act or event, and the rights or liability to arise therefrom, as if that act or event had already been done or had already happened before the judgment was rendered.” This statute confirms that the Court has jurisdiction to determine whether AGA’s past conduct breached the policy.

68. Section 86.071, Florida Statutes states, in pertinent part, that when a declaratory action “concerns the determination of an issue of fact, the issue may be tried as issues of fact are tried in other civil actions in the court in which the proceeding is pending. To settle questions of fact necessary to be determined before judgment can be rendered, the court may direct their submission to a jury.” Thus, the existence of disputed fact issues does not prevent the Court from providing declaratory relief under Chapter 86.

69. Section 86.061, Florida Statutes provides, in pertinent part that the Court may grant further, or supplemental relief based on a declaratory judgment.

70. A determination of the rights of Plaintiff and AGA Class Members under the policy regarding whether the policy permits AGA to charge a fee, which was passed on to a travel retailer,

that was not disclosed in the policy will terminate the controversies specified in the previous paragraphs.

71. Individually, and on behalf of the AGA Class Members defined above, Plaintiff now petitions this Court for a declaration that AGA's practice of charging a fee, which is then passed on to a travel retailer, breaches the policy on its face.

72. Plaintiff has retained the undersigned counsel to prosecute this action, and he is entitled to recover his reasonable attorneys' fees and costs for pursuing this cause of action pursuant to Section 627.428, Florida Statutes.

COUNT II

VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

(AGAINST JETBLUE BY JETBLUE CLASS MEMBERS)

73. Plaintiff re-alleges paragraphs 1-51 as if fully set forth herein and further alleges the following.

74. Count II is brought pursuant to the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"). Plaintiff brings Count II individually and for the JetBlue Class defined above.

75. At all material times, Plaintiff and all members of the class were consumers within the meaning of Section 501.203, Fla. Stat., and are entitled to relief under FDUTPA in accordance with Section 501.211, Fla. Stat.

76. At all times material, JetBlue conducted trade and commerce within the meaning of Section 501.203, Fla. Stat.

77. JetBlue has engaged in unlawful schemes and courses of conduct through one or more of the unfair and deceptive acts and practices alleged above.

78. The misrepresentations and deceptions, and concealment and omissions of material facts alleged in the preceding paragraphs occurred in connection with JetBlue's trade and commerce in Florida.

79. JetBlue's unfair and deceptive acts and practices violate FDUTPA, Sections 501.201, 501.204, and 501.211.

80. JetBlue's FDUTPA violations aggrieved Plaintiff, allowing him to seek injunctive relief on behalf of the JetBlue Class under FDUTPA.

81. Plaintiff seeks an injunction prohibiting JetBlue from continuing to engage in violations of FDUTPA. Plaintiff does not seek monetary damages.

COUNT III

DECLARATORY JUDGMENT

(AGAINST JETBLUE BY JETBLUE CLASS MEMBERS)

82. Plaintiff re-alleges paragraphs 1-51 as if fully set forth herein and further alleges the following.

83. Count III is an action for declaratory judgment pursuant to Chapter 86, Florida Statutes. Plaintiff brings Count III individually and for the JetBlue Class defined above.

84. Plaintiff does not and will not seek monetary relief in Count III. Under Count III, Plaintiff is not requesting and will not request the Court to determine the reasonableness of Plaintiff's fare, the travel insurance premium payment, or amounts due and owing any JetBlue Class member, including Plaintiff.

85. Plaintiff also does not ask for a forward-looking declaration, but merely seeks a declaration resolving a present controversy concerning past acts.

86. There is a bona fide, actual, present, practical need for the Court to declare whose interpretation of the contract of carriage provisions and Florida law on the foregoing issues are correct.

87. A bona fide controversy presently exists between Plaintiff and the JetBlue Class on one hand and JetBlue on the other, as to whether JetBlue's undisclosed receipt of payments from travel insurers, including AGA, related to the purchase of travel insurance for JetBlue flights complied with the contract of carriage.

88. Plaintiff is an interested party who is in doubt about and seeks a declaration regarding the JetBlue Class Members' and his rights and legal relations vis-à-vis JetBlue regarding the contract of carriage.

89. Plaintiff has interests adverse to JetBlue, and the declaration requested deals with a present ascertainable state of facts as presented in the allegations set forth above.

90. Plaintiff and all putative JetBlue Class Members are in the same predicament, each suffering an injury from what Plaintiff believes to be JetBlue's misinterpretation of the contract of carriage.

91. The rights, status, or equitable relations of the parties are affected by the express terms of the contract of carriage and applicable law. Accordingly, pursuant to Chapter 86, Florida Statutes, Plaintiff and the other JetBlue Class Members may obtain a declaration of rights, status, or other equitable or legal relations thereunder.

92. Chapter 86, Florida Statutes, is state substantive law, which is to be liberally administered and construed. See § 86.101 Fla. Stat.

93. Section 86.011, Florida Statutes, states that this Court has “jurisdiction . . . to declare rights, status, and other equitable or legal relations whether or not further relief is or could be claimed.”

94. Section 86.111, Florida Statutes, states: “The existence of another adequate remedy does not preclude a judgment for declaratory relief.” Thus, regardless of whether damages are available to Plaintiff or JetBlue Class Members, this Court still has jurisdiction to determine the parties’ respective rights, status, and other equitable or legal relations under the contract of carriage and applicable law.

95. Section 86.011(2), Florida Statutes, states: “[t]he court may render declaratory judgment on the existence, or non-existence . . . Of any fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future.” Thus, the Court still has jurisdiction to determine whether JetBlue’s past conduct breached the contract of carriage.

96. Section 86.021, Florida Statutes, states: “Any person claiming to be interested or who may be in doubt about his or her rights under a . . . contract . . . may have determined any question of construction or validity arising under such . . . contract . . . or any part thereof, and obtain a declaration of rights, status, or other equitable or legal relations thereunder.” Thus, the Court has jurisdiction to determine the rights of “any person” (such as Plaintiff or each JetBlue Class Member) who is in doubt about his or her rights under the contract of carriage.

97. Section 86.051, Florida Statutes states: “Any declaratory judgment rendered pursuant to this chapter may be rendered by way of anticipation with respect to any act not yet done or any event which has not yet happened, and in such case the judgment shall have the same binding effect with respect to that future act or event, and the rights or liability to arise therefrom,

as if that act or event had already been done or had already happened before the judgment was rendered.” This statute confirms that the Court has jurisdiction to determine whether JetBlue’s past conduct breached the contract of carriage.

98. Section 86.071, Florida Statutes states, in pertinent part, that when a declaratory action “concerns the determination of an issue of fact, the issue may be tried as issues of fact are tried in other civil actions in the court in which the proceeding is pending. To settle questions of fact necessary to be determined before judgment can be rendered, the court may direct their submission to a jury.” Thus, the existence of disputed fact issues does not prevent the Court from providing declaratory relief under Chapter 86.

99. Section 86.061, Florida Statutes provides, in pertinent part, that the Court may grant further, or supplemental relief based on a declaratory judgment.

100. A determination of the rights of Plaintiff and JetBlue Class Members under the contract of carriage regarding whether JetBlue’s undisclosed receipt of payments from AGA related to the purchase of travel insurance for JetBlue flights breached the contract of carriage will terminate the controversies specified in the previous paragraphs.

101. Individually, and on behalf of the JetBlue Class Members defined above, Plaintiff now petitions this court for a declaration that JetBlue’s undisclosed receipt of fees from consumers related to the purchase of travel insurance for JetBlue flights breached the contract of carriage.

PRAYER FOR RELIEF

Named Plaintiff and the classes request the following relief:

- a. Certification of the AGA Class;
- b. Certification of the JetBlue Class;

- c. A declaratory judgment that AGA breached its policies with the AGA Class Members;
- d. An injunction against JetBlue prohibiting it from continuing its deceptive practices concerning the marketing of travel insurance products on its website;
- e. A declaratory judgment that JetBlue breached its contracts of carriage with the JetBlue Class Members;
- f. The costs of suit, including reasonable attorney's fees in accordance with Section 627.428, Florida Statutes, and FDUTPA;
- g. Such other relief as the Court deems just and proper;
- h. Plaintiff demands a jury triable on all claims so triable.

Date: March 16, 2022

Respectfully submitted,

Alec H. Schultz

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims AGA, JetBlue Fail to Disclose Fees Paid to Airline for Travel Insurance Purchases](#)
