#### IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA WEST PALM BEACH DIVISION

MARGARET SCHULTZ, Individually and on Behalf of All Others Similarly Situated,

Plaintiff,

v.

No. 9:18-cv-80633

AMERICAN AIRLINES, INC.,

Defendant.

# **NOTICE OF REMOVAL**

Defendant American Airlines, Inc. ("American") hereby removes the above-captioned action from the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida to the United States District Court for the Southern District of Florida, pursuant to 28 U.S.C. §§ 1331, 1332, 1441, and 1446. In support of this Notice of Removal, Defendant states as follows:

1. On April 11, 2018, Plaintiff Margaret Schultz ("Plaintiff") filed a putative class action complaint in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, captioned *Schultz v. American Airlines, Inc.*, No. 502018CA004403XXXMB ("Complaint"). Plaintiff served the Complaint on Defendant on April 24, 2018. A copy of the Complaint (attached as Exhibit 1) and the Summons served on American are attached as Exhibit 1 and 2, respectively. All other papers filed in the State Court action through the date of this removal are attached as Exhibit 3.<sup>1</sup>

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<sup>&</sup>lt;sup>1</sup> The attached papers contain the watermark "NOT A CERTIFIED COPY". This watermark is placed there by the state court when documents are electronically downloaded from its website.

2. American may properly remove this action pursuant to 28 U.S.C. § 1441(a), because this Court would have original jurisdiction over this matter under 28 U.S.C. § 1332(d) or 28 U.S.C. § 1331.

# A. Removal Under the Class Action Fairness Act (CAFA)

3. Pursuant to CAFA, 28 U.S.C. § 1332(d), and 28 U.S.C. § 1441(a), an action may be removed when there is at least minimal diversity of citizenship of all named parties, and the aggregate claims of all individual class members exceeds \$5,000,000, exclusive of interests and costs. 28 U.S.C. §§ 1332(d), 1441(a). Both criteria are met here.

## **Diversity of Citizenship**

4. For purposes of determining diversity, an individual is deemed to be a citizen of his or her state of domicile, and a corporation is deemed to be a citizen of both the state of its incorporation and the state where it has its principal place of business. 28 U.S.C. § 1332(c)(1); *see also Brandt v. Weather Channel, Inc.*, 42 F. Supp. 2d 1344, 1344 (S.D. Fla. Mar. 18, 1999). It is a "well-settled rule for class actions that a court should consider only the citizenship of the named parties to determine whether there is diversity jurisdiction." *Triggs v. John Crump Toyota*, 154 F.3d 1284, 1288 (11th Cir. 1998)

5. Plaintiff Margaret Schultz is a resident and citizen of Florida. Complaint ¶ 1.

6. Defendant American Airlines, Inc. is incorporated in the State of Delaware and has its headquarters in the State of Texas. Complaint ¶ 2.

7. There is therefore at least minimal diversity of all named parties.

## **Amount in Controversy**

8. Under CAFA, "the claims of the individual 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."

9. Based upon Plaintiff's allegations, the aggregate claims of the class members in this action exceed \$5,000,000.

Plaintiff alleges that American's customers are routinely injured by a "systematic"
 flaw in American's online booking system. Complaint ¶¶ 5(a)(ii).

11. Indeed, Plaintiff herself claims to have been "victimized by the offending conduct no less than three times in five months." Complaint ¶¶ 5(a)(iii). And Plaintiff alleges that her experience is "identical" to and representative of the experiences of other American customers. *See, e.g.*, Complaint ¶¶ 79-80, 83-84.

12. Plaintiff alleges that "[t]ens of thousands of airline flights are booked on American's website, aa.com, each day." Complaint  $\P\P$  5(a)(ii), (iv). Over the course of just one year, therefore, Plaintiff alleges that millions to tens of millions of airline flights are booked on American's website.

13. Based upon Plaintiff's allegations, therefore, as many as *tens of millions* of airline flight bookings annually are impacted by a "systematic" flaw in American's website. Indeed, plaintiff seeks to certify a nationwide class. Complaint  $\P$  4, 76.

14. Plaintiff further alleges that "[t]he known instances of the offending conduct projects that each Class Member incurred approximately \$30 in damages." Complaint  $\P 5(b)$ .<sup>2</sup>

15. In addition, each class member also seeks further incidental and consequential damages. Complaint ¶ 71.

16. If each class member alleges \$30 of damages per incident, as well as further incidental and consequential damages, then even a conservative estimate of the aggregate damages sought by all individual class members as a result of (1) an allegedly "systematic" flaw in American's booking system, (2) that impacts some significant share of *tens of millions* of bookings annually, (3) over a class period extending several years, would easily exceed \$5,000,000, based upon Plaintiff's allegations.

17. While American believes that Plaintiff's allegations are utterly without merit, Plaintiff's Complaint itself plainly *alleges* aggregate classwide damages of more than \$5,000,000. This is enough to satisfy CAFA for purposes of removal. *See Dart Cherokee Basin Operating Co. v. Owens*, 135 S.Ct. 547 (2014) (noting that at the removal stage the amount in controversy can be satisfied without the presentation of evidence). This Court therefore has jurisdiction pursuant to 28 U.S.C. § 1332(d).

# **B.** Federal Question Jurisdiction

18. The Court also has jurisdiction pursuant to 28 U.S.C. § 1331 because resolution of Plaintiff's state-law claims turn on the resolution of substantial federal questions. *See Grable & Sons Metal Prods., Inc. v. Darue Eng'g. & Mfg.*, 545 U.S. 308, 312 (2005) (federal question

<sup>&</sup>lt;sup>2</sup> Plaintiff provides no explanation for that estimate. She alleges that her own ticket price was increased from \$197 to \$297, and then from \$297 to \$379—a purported total increase of \$180. *See* Complaint ¶¶ 27-29.

jurisdiction exists if state-law claims "raise a federal issue, actually disputed and substantial, which a federal forum may entertain without disturbing any congressionally approved balance of federal and state responsibilities."); *Bader Farms, Inc. v. Monsanto Co.*, 2017 WL 633815 (E.D. Mo. Feb. 16, 2017) (finding federal jurisdiction to lie over state law claims implicating practices of federal agency in deregulating a new seed).

19. As Plaintiff recognizes, her state law claims turn, in part, on the resolution of whether those claims are preempted by the Airline Deregulation Act of 1978, 49 U.S.C. § 40101, *et seq.* In furtherance of her breach of contract claim, therefore, Plaintiff specifically alleges that "[t]he Airline Deregulation Act of 1978 does not preempt state breach-of-contract actions between consumers and an airline." Complaint ¶ 57. Plaintiff also has expressly confirmed that the claims of the putative class require a determination of several federal questions:

- "Whether the Class' breach-of-contract actions are preempted by the Airline Deregulation Act of 1978, 49 U.S.C. § 40101 *et seq*;" Complaint ¶ 80(g)
- Whether a choice-of-law clause applicable to this action "is unenforceable as violative of the public policy embodied in the Airline Deregulation Act of 1978, 49 U.S.C. § 40101, *et seq.*" Complaint ¶ 80(j).

As a result, it is undisputed that Plaintiff's claims require this Court to resolve important federal questions.

# **COMPLIANCE WITH REMOVAL PROCEDURES**

20. Venue is proper in the Southern District of Florida (West Palm Beach Division) because it is the federal judicial district and division encompassing the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, where this suit was originally filed. 28 U.S.C. § 1441(a).

21. Removal is timely because Defendants filed this Notice of Removal within thirty

days of receiving service of the Complaint. 28 U.S.C. § 1446(b). See Exhibit 2.

22. None of "the parties in interest properly joined and served as defendants is a citizen of the State in which such action is brought." 28 U.S.C. § 1441(b)(2) (emphasis added).

23. Pursuant to 28 U.S.C. § 1446(d), Defendants will provide Plaintiff with written notice of the filing of this Notice of Removal and file a copy of this Notice of Removal with the Clerk of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

24. Pursuant to 28 U.S.C. § 1446(a), Defendants have attached all copies of pleadings, process, and orders they received and which were filed in the State Court action as Exhibits 1, 2, and 3.

#### **NON-WAIVER OF DEFENSES**

25. Defendant removes this case subject to and without waiver of any challenges that it may have as to personal jurisdiction, proper venue, or any other claims or defenses that may be available, all of which are expressly reserved.

26. By removing this action, Defendant does not admit any of the allegations in the Complaint.

27. Defendant respectfully reserves the right to amend or supplement this Notice of Removal as may be appropriate.

#### CONCLUSION

**WHEREFORE** Defendant hereby removes this action from the Fifteenth Judicial Circuit in and for Palm Beach County, Florida to the United States District Court for the Southern District of Florida, and respectfully request that this Court enter such other and further orders as may be necessary to accomplish the requested removal.

832695 v1

Dated: May 14, 2018

Respectfully submitted,

Shook, Hardy & Bacon, LLP

201 S. Biscayne Boulevard Suite 3200 Miami, FL 33131 Phone: 305.358.5171 Fax: 305.358.7470

By: <u>s/Humberto H. Ocariz</u> Humberto H. Ocariz Fla. Bar. No. 0740860 Email: <u>hocariz@shb.com</u> Email: <u>opiedra@shb.com</u>

# **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 14<sup>th</sup> day of May, 2018, a true and correct copy of the

foregoing was filed using the Court's CM/ECF system and was served on all counsel or parties

of record on the attached List by the method indicated.

By: <u>s/Humberto H. Ocariz</u> Humberto H. Ocariz

# LIST OF COUNSEL

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> IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.:

#### MARGARET SCHULTZ,

Plaintiff, on Behalf of a Putative Class,

VS.

CLASS REPRESENTATION

AMERICAN AIRLINES, INC. a foreign for-profit corporation,

Defendant.

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#### **COMPLAINT**

Plaintiff, Margaret Schultz, individually and on behalf of a putative class of similarly situated individuals, sues Defendant, American Airlines, Inc., for damages stemming from American's purposeful, systematic, and profit-driven breach of contracts with its airline customers, and states:

#### I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a citizen of Florida who resides in Palm Beach County.

2. America Airlines, Inc. ("American") is a corporation organized and existing under the laws of Delaware.

3. American's headquarters and principal place of business are in Fort Worth,

Texas.

4. The putative class (referred to herein collectively as the "putative Class" or the

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"Class," and individually as a "Class Member" or the "Class Members") consists of citizens of the various United States, including residents of Florida and Palm Beach County. As to all utterances herein, the Class includes Plaintiff.

5. A Class aggregate of greater than \$15,000, exclusive of costs, fees, and interest, is at issue, as:

- a. The Class is likely to exceed 250 persons, as:
  - i. Tens of thousands of airline flights are booked on American's website, aa.com, each day;
  - The offending conduct is fueled by profit motive and is systematic and not incidental;
  - iii. Plaintiff herself was victimized by the offending conduct no less than three times in five months;
  - iv. Internet message boards and other consumer forums are rife with complaints of the offending conduct; and
- b. The known instances of the offending conduct projects that each Class Member incurred approximately \$30 in damages.
- 6. At all material times, American subjected itself to the jurisdiction of the Courts of Florida via the state's long-arm jurisdiction provision, Fla. Stat. § 48.193, by:
  - a. Maintaining regularly functioning business offices in Florida;
  - b. Operating, conducting, engaging in, and carrying on its business—including the marketing and selling of commercial airline tickets and operation of commercial flights—in Florida, both in various airports and other establishments throughout the state, and by reaching into Florida via the

Internet;

- c. While reaching into Florida from other states via the Internet as part of its regular business practices, committing the wrongful acts and omissions alleged herein against various Class Members, who at the time of such acts and omissions were, as American knew, in Florida;
- d. Causing injury by breaching contracts while the breaching American agents were physically outside of Florida but:
  - i. While American was engaged in solicitation and service activities in Florida; and
  - ii. While American's services were sold, used, and consumed within Florida in the ordinary course of trade and commerce;
- e. Consummating and breaching contracts with Plaintiff and other Class Members at times when American knew that such Class Members were in Florida and would suffer harm from American's actions herein;
- f. Through its continuous and systematic business practices, establishing Florida's general jurisdiction over American such that it could at any time reasonably be haled into court herein for acts and omissions occurring in Florida and elsewhere; and
- g. Operating so regularly and establishing contacts so pervasive in Florida that the state courts' jurisdiction over American is consistent with due process and traditional notions of fair play and substantial justice.

7. As Plaintiff accessed her computer in Palm Beach County, American intentionally reached into the county via the Internet and induced Plaintiff to enter into the

contract at issue through direct marketing to a consumer it knew, on account of America's sophisticated information technology system, was located in the county.

8. Knowing Plaintiff was at the time located in Palm Beach County, American entered into (and breached) the contract at issue in the county<sup>1</sup>, knowingly causing harm to Plaintiff in Palm Beach County and effecting accrual of Plaintiff's action, as defined by Fla. Stat. § 47.011, in the county.

9. Palm Beach County is home to more than 1.3 million people, has the fifthhighest per-capita income of all Florida counties, is a center for tourism and seasonal living, and contains an international airport and numerous corporate headquarters. These factors correlate with disproportionately frequent air travel to and from the county, and thus the citizens of Palm Beach County are, relative to the average county in the United States, disproportionately likely to fall victim to the contractual breaches by American that are described herein. As such, Palm Beach County is an ideal forum.

10. Based on the foregoing, jurisdiction lies, and venue is proper and convenient, in this Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

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<sup>&</sup>lt;sup>1</sup> "[A] contract is made at the place where the last act necessary to complete the contract is done." Jemco, Inc. v. UPS, 400 So. 2d 499, 500 (Fla. 3d DCA 1981); See also Prime Ins. Syndicate, Inc. v. B.J. Handley Trucking, Inc., 363 F.3d 1089, 1092-93 (11th Cir. 2004) ("The determination of where a contract was executed is fact-intensive, and requires a determination of where the last act necessary to complete the contract was done.") (internal citation omitted).

#### **II. FACTUAL ALLEGATIONS**

11. Plaintiff incorporates by reference Paragraphs 1 through 10 as though fully set forth herein.

12. By every meaningful measure—fleet size, flights offered, passengers flown— American is the largest airline in the world.

13. The majority of American flights are purchased through its website, aa.com.

14. To maximize profitability, American hires computer engineers to continually manipulate flight prices by, *inter alia*, tracking behavior through Internet "cookies" and other machinations and changing prices on consumers whom American learns will pay a higher price based on their browsing histories.

15. Among its most nefarious practices is the "bait-and-switch" that forms the basis of this lawsuit and that has substantially harmed thousands of United States airline consumers.

16. On May 25, 2017, American listed for purchase on its website a flight from Ronald Reagan Washington National Airport ("DCA") to Miami International Airport ("MIA").

17. In plain and unequivocal language, American offered a completely delineated and specific service—airfare and all accompanying taxes and fees, including baggage and seat fees, from DCA to MIA, on an identified aircraft, with an identified flight number, that was to leave DCA and land at MIA at a definite time on a definite date—for a clear and unmistakable price: \$197.

18. In posting this offer, American announced to all potential customers searching for flights on aa.com from DCA to MIA, including Plaintiff, that they could accept American's offer and purchase this specific service—to be performed at on an allotted date, at an allotted time, from an allotted place, on an allotted aircraft, with an allotted flight number, in an allotted seat—and that they must manifest their acceptance, if at all, in this exclusive manner: Entering passenger biographical and valid payment information, then clicking the "Pay now" button on the aa.com purchase screen.

19. Because it was actively manipulating prices for this flight and because it purposefully utilizes the web cache system described in more detail herein, American at all material times knew that the payment screen would continue to display the offer and exact terms until the "Pay now" button was clicked by a customer who had entered his or her information and the customer paid \$197 to American.

20. For the same reasons, American also knew that it was offering to Plaintiff a contract it intended to breach.

21. Plaintiff saw the aforementioned offer, entered all of the biographical information required by American for acceptance of the offer, and entered all of the payment information required by American—which information was valid and of a type explicitly accepted by American—for acceptance of the offer.

22. After completing all steps necessary to accept American's offer, under the terms of acceptance set out by American itself, **except** for clicking "Pay now," Plaintiff could see on the buying screen that the exact flight, on the exact date, exact flight time, exact flight number, exact departure location, exact arrival location, and exact seat number were indeed being offered for purchase for an exact price: \$197.

23. As Plaintiff centered her computer cursor on the "Pay now" button—the clicking of which was, per American's own indication, the only task remaining to fully accept

American's clearly delineated offer, American had created a reasonable expectation in Plaintiff, as an objectively reasonable consumer, that American had a willingness to enter into a contract with Plaintiff pursuant to the terms annunciated above.

24. Moreover, as it followed entry of information for a valid form of payment, explicitly authorized by American and backed by more than sufficient funds, Plaintiff's click of the "Pay now" button paid American and constituted completion of the only substantial performance obligation Plaintiff had under the established contract.

25. Instead of performing as agreed, American immediately breached the contract, refusing to perform as promised and putatively revoking its offer (which revocation was wholly ineffective because it came after acceptance<sup>2</sup>).

26. The May 25, 2017 incident giving rise to this action was the **third** time, since October of 2016, that American had refused to provide promised airfare to Plaintiff after Plaintiff had purchased tickets in a manner substantially identical to the May 25th purchase.

27. On May 25th, after American refused to honor its contract with Plaintiff regarding the \$197 DCA-MIA flight, it raised the price to \$297.<sup>3</sup>

28. Though upset at American's contractual breach, Plaintiff, left with no choice and in a manner substantially identical to her purchase of the \$197 ticket, decided to purchase

<sup>&</sup>lt;sup>2</sup> See Note 11, infra.

<sup>&</sup>lt;sup>3</sup> American's tactic is a classic bait and switch, albeit refurbished for the Internet age. See Izadi v. Gus Machado Ford, 550 So. 2d 1135, 1139 n.8 (Fla. 3d DCA 1989) ("Bait and switch' describes an offer which is made not in order to sell the advertised product at the advertised price, but rather to draw the customer to the store to sell him another similar product which is more profitable to the advertiser.") (internal citations omitted). The Class would undoubtedly have a sound false-advertising claim, Fla. Stat. § 817.44, and Florida Deceptive and Unfair Trade Practices Act claim, Fla. Stat. § 501.201 et seq., but for preemption of these provisions by the Airline Deregulation Act of 1978, codified at 49 U.S.C. § 40101 et seq.

the \$297 ticket.

29. After she did so, American **again** failed to perform, breaching the contract regarding the \$297 ticket in substantially the identical manner in which it breached the contract regarding the \$197 ticket. When Plaintiff clicked "Pay now" and paid American \$297 via the same process and payment method as the \$197 ticket, American refused to provide the promised services, returned the \$297 payment, and claimed the ticket price was **now \$379**.

30. Not wanting to pay \$379 for a ticket she had previously purchased for \$197, Plaintiff decided to use points from her account with American's frequent flyer program, AAdvantage, to purchase her ticket.

31. Plaintiff ultimately used AAdvantage points worth the equivalent of \$320 to purchase a ticket on the same DCA-MIA flight, in the same or substantially the same seating class, as the ticket she had previously purchased for \$197.

32. American's breach of its contract with Plaintiff for the \$197 ticket<sup>4</sup> is part of a systematic and purposeful effort by American to dishonestly lure customers with contracts it knows it cannot honor, then fatten its coffers after the consumer—having already accepted the contract at a lower price—is forced to pay more for the same service.

33. American has ascertained, through millions of observations of millions of flight bookings on its website and other forms of data mining, that once consumers decide on an airline, departure airport, arrival airport, flight time, and price level for a specific seat, they will likely pay a higher price for the same seat to avoid the stress associated with changing their flight.

<sup>&</sup>lt;sup>4</sup> Plaintiff is not suing for the second breach, wherein American refused to honor the parties' contract for the \$297 ticket **after** it refused to honor the contract for the \$197 ticket, or any other of many contracts American made and breached with Plaintiff.

34. Because of this, at the time of Plaintiff's and each Class Member's purchase, American used a web cache system that it knew does not update inventory in real time.

35. American knew at all material times that using this system would guarantee it would have to renege on multiple contract offers to customers on a daily basis.

36. During the five years preceding the filing of this action, the Class Members each viewed and purchased a flight offer on aa.com.

37. To purchase their airfare from aa.com, each Class Member—after entering a departure and arrival place, and date, in a screen substantially identical to Screen 1: "Destination," attached as <u>Exhibit 1</u>—clicked, in order, through a series of screens substantially identical to:

a. Screen 2: "Choose Departure Flight," attached as Exhibit 2;

b. Screen 3: "Choose Return Flight," attached as Exhibit 3;

c. Screen 4; "Trip Summary," attached as <u>Exhibit 4;</u>

d. Screen 5: "Passengers," attached as Exhibit 5;

e. Screen 6: "Choose Your Seat," attached as Exhibit 6; and

f. Screen 7: "Review and Pay," attached as Exhibit 7.

38. When each Class Member was on Screen 7, in plain and unequivocal language, American promised a completely delineated and specific service—airfare and all accompanying taxes and fees, including baggage and seat fees, on an identified aircraft, with an identified flight number, that was to leave one specific airport and land at another at a definite time on a definite date—for a clear and unmistakable price.

39. Because Plaintiff understandably did not screen-shot the payment screen before she clicked "Pay now" and American breached the contract, it is not possible to attach a copy

of her pursuant to Fla. R. Civ. P. 1.130(a).

40. However, Plaintiff warrants that the below screen-shot of the pertinent portions of Screen 7, which screen-shot is also the pertinent portions of Exhibit 7 and is incorporated into Paragraph 43, is substantially identical—except for departure city, destination city, and price—to the contract offer made by American to Plaintiff, on May 25th, that forms the basis of Plaintiff's breach-of-contract claim. Neither departure city, nor destination city, nor price bear on the identical contract-formation issues encountered by Plaintiff and the putative Class.

41. The below screen-shot of the pertinent portions of Screen 7, which screen-shot is also the pertinent portions of <u>Exhibit 7</u> and is incorporated into Paragraph 43, is substantially identical—except for departure city, destination city, and price, which vary with each Class Member—to the contract offers made by American to all Class Members, including Plaintiff, that form the bases for the Class' breach-of-contract claim.

42. The allegations in the preceding two paragraphs allow American to plead with specificity.<sup>5</sup>

43. As evidenced below, American's offer directly communicated to Plaintiff a promise and commitment to certain and definite terms by which the parties were to be bound:

<sup>&</sup>lt;sup>5</sup> See Sachse v. Tampa Music Co., 262 So. 2d 17, 19 (Fla. 2nd DCA 1972).

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44. Accordingly, when each Class Member checked the box corresponding to "I agree to the privacy policy, terms and conditions and refund policy," then clicked "Pay now," as all Class Members did, they officially accepted American's valid offer under the terms specified by American and agreed to by American and each Class Member.

45. Through its website, American had announced to the individual Class Members that they could accept American's offer and purchase a specific service—to be performed at on an allotted date, at an allotted time, from an allotted place, on an allotted aircraft, with an allotted flight number, in an allotted seat—and that they must manifest their acceptance, if at all, in this exclusive manner: Entering passenger biographical and payment information, then clicking the "Pay now" button on Screen 7.

46. Because it was actively manipulating prices for these flights, American knew that the screens being viewed by the Class Members continued to display the offers and exact terms until the "Pay now" button was clicked by each Class Member who had entered his or her valid payment information, i.e., until each Class Member had already completely accepted the contract and had already paid American.

47. Each Class Member saw the specific offer, entered all of the biographical information required by American for acceptance of the offer, and entered all of the payment information required by American—which information was valid and of a type explicitly accepted by American—for acceptance of the offer.

48. After completing all steps necessary to accept American's offer, under the terms of acceptance set out by American itself, **except** for clicking "Pay now," the Class Members could see on the buying screen that the exact flight, on the exact date and bearing the exact flight time, exact flight number, exact departure location, exact arrival location, and exact

seat number, were indeed being offered for purchase for a specified price.

49. As the individual Class Members were poised to hit their respective "Pay now" buttons—clicking on which was explicitly the last and only task remaining to fully accept American's clearly delineated offer—American had created a reasonable expectation in an objectively reasonable consumer that American had a willingness to enter into a contract with each Class Member pursuant to the terms that American itself had spelled out.

50. Moreover, as it followed entry of information for a valid form of payment explicitly authorized by American, each Class Member's click of the "Pay now" button effectively paid American and constituted completion of the only substantial performance obligation the Class Members had under the then-established contract.

51. As visible in Exhibit 7 and the excerpt incorporated into Paragraph 43, Screen 7 contains multiple hyperlinks that, when clicked from the screen, open a page containing additional information, which information was substantially the same for each Class Member, varying only as to some hyperlinks and when varying doing so only in departure city, destination city, and price, which individual terms control only the damages of each Plaintiff and in no material way alter a reasonable person's expectations as to whether he or she was entering into a contract. In order from top to bottom in Screen 7, attached as Exhibit 7, and submitted here as exemplars substantially identical, subject to the above clarification, to those viewed by the Class Members, these pages are titled:

- a. "Optional service fees" (Screen 7 hyperlink text: "Bag and optional fees), attached as <u>Exhibit 8;</u>
- b. "Reservation & tickets FAQs" (Screen 7 hyperlink text: same as linked page title), attached as <u>Exhibit 9;</u>

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- c. "Fare, taxes and fees" (Screen 7 hyperlink text: "Price and Tax Information"), attached as <u>Exhibit 10;</u>
- d. "Conditions of Carriage" (Screen 7 hyperlink text: same as linked page title), attached as <u>Exhibit 11;</u>
- e. "Customer service plan"<sup>6</sup> (Screen 7 hyperlink text: "Refund policy"), attached as <u>Exhibit 12;</u>
- f. "Optional service fees" (Screen 7 hyperlink text: same as linked page title) attached as <u>Exhibit 13;</u>
- g. "Detailed Fare Rules" (Screen 7 hyperlink text: "terms and conditions") attached as <u>Exhibit 14</u>; and
- h. "Privacy policy" (Screen 7 hyperlink text: same as linked page title), attached as <u>Exhibit 15;</u><sup>7</sup>

52. None of these pages contained any language that purported to revoke or in any way dilute the firm contract offer that the Class Members accepted pursuant to American's explicit offers.

53. As to each Class Member, instead of performing as agreed, American immediately breached the contract.

54. At all material times and as to its contract with each Class Member, American

<sup>&</sup>lt;sup>6</sup> To access the "Refunds" portion of the linked "Customer service plan" page that is attached as <u>Exhibit 12</u>, one needs to expand the "Refund" tab, which has been done in the exhibit.

<sup>&</sup>lt;sup>7</sup> The "Refund policy" link appears twice on Screen 7. The page it links to, "Customer service plan," is attached once as <u>Exhibit 12</u>. It is not attached twice. Similarly, the link to "Detailed Fare Rules," appears twice on Screen 7. The second time it appears, the link is named "terms and conditions" rather than "Detailed fare rules." The page linked to by these links is attached as <u>Exhibit 14</u>. It is not attached twice.

possessed the expertise to avoid falsely offering ticket prices (the bait), then changing the terms after it knowingly strings along the unsuspecting consumer (the switch), but willfully chose not to change the system, for two reasons: (1) It would cost money to purchase the technology, hardware, and software to change the system; and (2) It would cost American hundreds of thousands of dollars in revenue to change the system because it would no longer receive the occasional \$20, and even \$40, increases in fares from people who, having had their first contract already breached and not wishing to start the process over on another web site, will relent and pay extra money for substantially identical airfare.

55. Due solely to American's breach, each Class Member ultimately paid more money—ranging, for most Class Members, between \$20 and \$40—for a ticket on the same or substantially the same flight, in the same or substantially the same seating class, as their original purchased ticket.

#### III. CLAIMS

#### COUNT 1: BREACH OF CONTRACT

56. Plaintiffs and the putative Class incorporate by reference Paragraphs 11 through 55 as though fully set forth herein.

57. The Airline Deregulation Act of 1978 does not preempt state breach-of-contract actions between consumers and an airline.<sup>8</sup>

58. American created a reasonable expectation in the Class that American was willing to enter into a contract, by directly expressing to the Class a promise, undertaking, and/or commitment to enter into an agreement under certain and definite terms that

<sup>8</sup>American Airlines v. Wolens, 513 U.S. 219, 232-33 (1995).

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constituted all terms essential for travel with a common carrier: Date, time, distance, departure site, arrival site, seat number and location, baggage policies, and price.<sup>9</sup>

59. The Class Members believed, as would any reasonable person in their position; that they could exercise the power given to them by American's offer to consummate the contract by providing all information required by American, including payment information, and clicking the "Pay now" button.

60. Each Class Member manifested his or her assent to be bound by the terms of American's contract offer by checking a box indicating agreement to terms proposed by American, entering biographical information in the manner specified by American, and paying American in a manner American had deemed acceptable: Entering credit-card information and clicking the "Pay now" button, thereby transferring money to American.

61. At the point at which the individual Class Members clicked "Pay now," they had accepted American's offer for a specific service at a specific price, and had performed under the contract by paying American.

62. The money each Class Member paid American constituted valuable consideration.

63. Likewise, American's promised provision of air carriage to each Class Member constituted valuable consideration.

64. The moment each Class Member clicked "Pay now," thereby accepting

<sup>&</sup>lt;sup>9</sup> It is beyond argument that American's offers to the Class were sufficiently specific to be binding. See Izadi v. Gus Machado Ford, 550 So. 2d 1135, 1139 (Fla. 3d DCA 1989) (citing Annot., Advertisement Addressed to Public Relating to Sale or Purchase of Goods at the Specified Price As an Offer the Acceptance of Which Will Consummate a Contract, 43 A.L.R.3d 1102 (1972)).

American's offer<sup>10</sup> and performing via payment, American became obligated to uphold its end of the bargain by rendering the services (chiefly, an airline flight) it had promised to provide in exchange for the Class Members' consideration.

65. After extending an unambiguous offer for a specified service at a specified price and delineating the exact manner by which the Class was to enter into the agreement, and after each Class Member entered into the agreement in that precise manner and performed under the contract by paying American via the Internet, American reneged.

66. American refused to accept the payment each Class Member had made and refused to provide the services it had promised, and in so doing breached its contract with each Class Member.

67. American did not attempt to revoke its contract offer, if at all, until after each

Class Member accepted the offer by clicking the "Pay now" button<sup>11</sup> and simultaneously paid

<sup>&</sup>lt;sup>10</sup> That this action by the Class constituted acceptance is black-letter law that has been applied recently and uniformly by the courts in the e-commerce context. See, e.g., Ewers v. Genuine Motor Cars, Inc., No. 1:07 CV 2799, 2008 U.S. Dist. LEXIS 21466, at \*14 (N.D. Ohio Mar. 18, 2008) ("An enforceable contract existed for the purchase of the van at the time plaintiffs hit the 'buy it now' button on EBay.") (emphasis added); Devries v. Experian Info. Sols., Inc., No. 16-cv-02953-WHO, 2017 U.S. Dist. LEXIS 26471, at \*14-15 (N.D. Cal. Feb. 24, 2017) ("The text containing the Terms and Conditions hyperlink was located directly above that button and indicated that clicking 'Submit Secure [\*15] Purchase' constituted acceptance of those terms.").

<sup>&</sup>lt;sup>11</sup> "If an offer is accepted without conditions, and without varying its terms, and the acceptance is communicated to the other party without unreasonable delay, a contract arises, from which neither party can withdraw at its pleasure." Am. Appraisal Assocs. v. Am. Appraisals, Inc., 531 F. Supp. 2d 1353, 1358 (S.D. Fla. 2008) (emphasis added) (citing RESTATEMENT OF CONTRACTS, § 64 and Kendel v. Pontious, 261 So. 2d 167, 169 (Fla. 1972) ("The trial judge and the District Court of Appeal in the case sub judice correctly held that the acceptance must be communicated to the offeror and that the offeror could revoke the offer provided the communication of such revocation is received [\*\*8] prior to the acceptance.")); see also id. at 170 ("the pivotal issue is whether the contract was revoked before acceptance.") (emphasis added). Here, American attempted to revoke its offer and return the Class Members' payments after acceptance—i.e., too late.

American. Once each Class Member clicked the button, American was in receipt of their payments and unilaterally chose to give them back, thereby breaching the contract **after** each Class Member had already manifested his or her assent to American's definitive offer, and after performance under the contract by each Class Member. To the extent American wished to revoke its offer, it was too late. <sup>12</sup>

68. No valid justification, at law or in equity, existed for American's breaches of its contract with any Class Member.

69. As a direct and proximate result of American's breach, each Class Member was forced to find another airline ticket to replace the ticket he or she had bought and which American refused to honor.

70. Each Class Member, in good faith and without unreasonable delay, found cover in the form of a higher-priced ticket on the same or a substantially similar flight.

71. Each Class Member is entitled to recover from American the benefit of the bargain of the original contract offer, and/or the difference between the cost of their cover and their original contract price with American, plus incidental and consequential damages.

#### COUNT 2: UNJUST ENRICHMENT

72. Plaintiffs and the putative Class incorporate by reference Paragraphs 11

<sup>&</sup>lt;sup>12</sup> The flagship case on the issue, taught in most every law school in America, is *Lefkowitz v. Great Minneapolis Store, Inc.*, 86 NW 2d 689 (Minn. 1957). In *Lefkowitz*, a Minneapolis store published an advertisement stating, "Saturday 9 A.M. Sharp 3 Brand New Fur Coats Worth to \$100.00. First Come First Served \$1 Each." *Id.* at 690. Lefkowitz arrived with \$1.00, wishing to buy a fur coat. *Id.* The store refused. *Id.* Lefkowitz sued. *Id.* The court held that the advertisement was sufficiently definitive as to constitute a contract offer, and the Lefkowitz, having successfully managed to comply with the terms of the advertisement, and having offered the state purchase price of the article, was entitled to performance on the part of the defendant. *Id.* at 691. *See also Izadi v. Gus Machado Ford*, 550 So. 2d 1135, 1139 (Fla. 3d DCA 1989) (citing *Lefkowitz* holding).

through 55 as though fully set forth herein.

73. As it took from each Class Member the benefit of their bargain with American, and/or the difference in money between their original contract price and their cost of cover, American was conferred a benefit by each Class Member that enriched American to the detriment of each Class Member.

74. American accepted and retained this benefit from Plaintiff and each Class Member, accumulating substantial ill-gotten profit that, on information and belief, it has utilized in its business pursuits and/or to enrich its employees.

75. Under the circumstances described herein, it would be unjust and inequitable to allow American to retain these benefits, as they were obtained through practices that intentionally and effectively misled the Class even though each Class Member acted as reasonable consumers at all material times.

#### **IV. CLASS REPRESENTATION ALLEGATIONS**

76. Plaintiff incorporates the foregoing paragraphs by reference as though fully set forth herein.

77. The Class is defined as follows:

All United States residents who: (1) accepted an American Airlines, Inc. offer to buy airfare on the airline's website by (a) navigating substantially the same airline website screens and content as Margaret Schultz and (b) clicking "Pay now" after entering valid payment information; then (2) were informed by the airline that it was refusing to honor the offer, after which the airline returned the payment; then (3) booked more costly, alternative airfare.

PREREQUISITES FOR CLASS REPRESENTATION (FLA. R. CIV. P. 1.220(a))

78. Certifying and maintaining this cause as a class action is both appropriate and

necessary given the nature of the claims and in light of the following factors:

79. The members of the class are so numerous that separate joinder of each member is impracticable (Fla. R. Civ. P. 1.220(a)(1): <u>Numerosity</u>). Plaintiff conservatively alleges in Paragraph 5, *supra*, that there are more than 1,000 Class Members. Maintenance of 1,000 separate and nearly identical claims is untenable, would unnecessarily overwhelm the court system, and is best remedied by use of class litigation, which the Supreme Court of the Florida and the Florida Legislature, by adoption of Fla. R. Civ. P. 1.220, have expressed preference for in like circumstances.

80. The claim or defense of the representative party raises questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class (Fla. R. Civ. P. 1.220(a)(2): <u>Commonality</u>); and the claim or defense of the representative party is typical of the claim or defense of each member of the class (Fla. R. Civ. P. 1.220(a)(3)): <u>Typicality</u>). A chronology of events common to Plaintiff and to each Class Member demonstrates that American breached contracts with each Class Member in nearly identical fashion. Each Class Member, including Plaintiff, encountered Screen 7, which for each Class Member, including Plaintiff, was identical but for the (1) flight locations and (2) prices—the former of which is irrelevant to any analysis, and the latter of which affects only damages and not liability.<sup>13</sup> Having been falsely led to believe they were entering into a

<sup>&</sup>lt;sup>13</sup> See, e.g., Butler v. Sears, Roebuck & Co., 727 F.3d 796, 801 (7th Cir. 2013) ("It would drive a stake through the heart of the class action device...to require that every member of the class have identical damages. If the issues of liability are genuinely common issues, and the damages of individual class members can be readily determined in individual hearings, in settlement negotiations, or by creation of subclasses, the fact that damages are not identical across all class members should not preclude class certification. Otherwise defendants would be able to escape liability for tortious harms of enormous aggregate magnitude but so widely distributed as not to be remediable in individual suits. As we noted in *Carnegie v. Household Int'l, Inc.*, 376 F.3d 656, 661 (7th Cir. 2004), 'the more claimants there

contract with American by the exact same presentation and language by American, each Class Member had their contract with American immediately breached by American in a uniform and summary manner and without justification. Each Class Member, including Plaintiff, then incurred damages—losing the benefit of their bargain and being forced to book substantially identical airfare at a higher price—that can be calculated using the exact same formula. Thus, the only material difference among the Class Members, including Plaintiff, is as to the amount of total damages of each Class Member. An individual determination as to damages among a Class harmed by a defendant's uniform and systematic wrongs is insufficient to defeat class certification, and indeed such a scenario demands class action as the only option conducive to judicial economy.

Among the numerous questions of law and fact common to Plaintiff and to each Class Member are:

- a. Whether American's display on Screen 7—which as indicated above was viewed identically by Plaintiff and every Class Member—constitutes an offer or, rather, is an invitation to bargain;
- b. Whether, under the circumstances encountered on a uniform basis on the payment screen by Plaintiff and all Class Members, a reasonable person in a Class Member's position would believe that American was willing to enter into an agreement under the terms proposed on the screen;

are, the more likely a class action is to yield substantial economies in litigation. It would hardly be an improvement to have in lieu of this single class 17 million suits each seeking damages of \$15 to \$30...The realistic alternative to a class action is not 17 million individual suits, but zero individual suits, as **only a lunatic or a fanatic sues for \$30**.'") (emphasis added); see also In re Checking Account Overdraft Litig., 307 F.R.D. 656, 666 n.5 (S.D. Fla. 2015) and Philip Morris USA, Inc. v. Douglas, 110 So. 3d 419, 429 (Fla. 2013).

- c. Whether American's uniform offers as appear on the screen manifest an assent to be bound by the terms therein;
- d. Whether the Class Members manifested assent to the terms through the uniform actions they took as they moved through the various aa.com screens;
- e. Whether a valid contract was formed at the moment each Class Member clicked "Pay now";
- f. Whether entering valid payment information and clicking "Pay now" constituted performance under the contract by each Class Member;
- g. Whether the Class' breach-of-contract actions are preempted by the Airline Deregulation Act of 1978, 49 U.S.C. § 40101 et seq.;
- h. Application of contract-formation principles regarding when advertisements constitute offers—which principles have been deeply embedded in the common law and do not vary in any significant manner among the laws of each state—to the contract-formation issue that is uniform among all Class Members;
- i. Whether the putative choice-of-law clause contained on the bottom of American's website—a pure "browse-wrap" agreement—was sufficiently conspicuous as to put the Class on notice that Texas law applies;
- j. Whether the choice-of-law clause is unenforceable as violative of the public policy embodied in the Airline Deregulation Act of 1978, 49 U.S.C. § 40101 et seq.; and
- k. Whether the aforementioned choice-of-law clause is unenforceable as unconscionable.
- 81. The representative party can fairly and adequately protect and represent the

interests of each member of the class (Fla. R. Civ. P. 1.220(a)(4): Adequacy). Plaintiff is *sui juris*, intelligent, honest, and fair. She is a responsible, law-abiding citizen who believes that if a person (or entity) promises to do something, she or he (or it) should follow through with that guarantee, including honoring bargained-for agreements. Plaintiff raises this claim to pursue justice on behalf of all consumers who have been wronged by American, which, buoyed by sheer size and in the interest of profit, has taken advantage of customers via deceptive practices. Plaintiff is an ideal class representative.

#### TYPE OF CLASS ACTION (FLA. R. CIV. P. 1.220(b))

82. Satisfaction of **either** subsection (b)(1), (b)(2), or (b)(3) of Fla. R. Civ. P. 1.220 would allow this action to proceed in class form; this action is especially conducive to class action and disposition in that it meets all three criteria:

83. The prosecution of separate claims or defenses by or against individual members of the class would create a risk of either inconsistent or varying adjudications concerning individual members of the class which would establish incompatible standards of conduct for the party opposing the class, and adjudications concerning individual members of the class which would, as a practical matter, be dispositive of the interests of other members of the class who are not parties to the adjudications, or substantially impair or impede the ability of other members of the class who are not parties to the adjudications are pursued individually, and one court or jury rules that American's uniform actions toward its customers constituted a breach of contract and another adjudicates that it did not, the result would be untenable. The upshot would be American being told by one court that its actions constitute a breach of contract, and told by another court that its actions are legitimate and as such American can

continue to operate in such a manner. Moreover, given the nearly identical nature of the claims, under collateral estoppel and *res judicata*, if thousands of claims are brought individually, the adjudications of individual members would likely be dispositive as to future claimants' rights, and thus these very important rights would essentially be decided in the subsequent plaintiffs' absence. Additionally, in lieu of class representation, early settlements of some cases could lessen the pool of money available to subsequent claimants, leading to an unjust result whereby an identically aggrieved plaintiff recovers nothing merely because he or she filed suit after many other plaintiffs.

84. The party opposing the class has acted or refused to act on grounds generally applicable to all the members of the class, thereby making final injunctive relief or declaratory relief concerning the class as a whole appropriate (Fla. R. Civ. P. 1.220(b)(2)). As shown *supra*, American has harmed every Class Member in substantially identical fashion. Declaratory and/or injunctive relief would signal to all Class Members whether they have a valid claim, furthering the interests of efficiency and finality.

85. The questions of law or fact common to class members predominate over any questions affecting only individual members and class action is superior to other available methods for fairly adjudicating the controversy (Fla. R. Civ. P. 1.220(b)(3)). As Paragraph 80, *supra*, demonstrates, dozens of questions of law or fact, which will control whether the Class is entitled to relief, are common to all Class Members. There is only one issue that varies with each individual Class Member: Dollar amount of damages, which will be determined pursuant to the same rubric as to all Class Members. Because meting out damages will be formulaic and because every other issue is the same for every Class Member, class action without question is the manner in which to resolve this dispute that most furthers the interest of judicial economy. Among all methods of adjudication, class action will be fairest for all parties and will reduce the burden on the courts, and will reduce attorney's fees and costs for all parties.

#### VII. REQUEST FOR RELIEF

WHEREFORE, based on the foregoing, Plaintiff individually, and Plaintiff on behalf of the putative Class, respectfully prays that the Court: Enter an order deeming Plaintiff the representative of the Class and the law firms below counsel for the Class; enter judgment for Plaintiff and the Class; and award money damages, costs, and pre- and post-judgment interest as allowed by law to the Class, and a reasonable attorney's fee to Class counsel.

#### VIII. JURY TRIAL DEMAND

Plaintiff and the Class hereby demand a trial by jury as to all issues so triable.

Respectfully Submitted By:

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Attorneys for Plaintiff

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# Exhibit 1

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# Today's specials

Cars Ø | Hotels Ø

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8/11/2017



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Book by August 23 🖉

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Contact American	About us Careers යුව	Business programs Gift cards ଏଅ
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Conditions of carriage and tariffs		

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# Exhibit 2

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MIA 5:45 AM -> AA 175 = 328-Airbus A321 (S AA 2215 = 328-Airbus A321 ( Details   Seats	DEN 11:52 AM Sharklets) <sup>©</sup>	8h 7m	<u>1 stop</u>	Round trip \$ 319	Round trip \$737

\$279

AA 2421 🔹 32B-Airbus A321 (Sharklets) 🗇

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MIA $7:10 \text{ AM} \rightarrow$ AA 263 • 328-Airbus A321 (SF AA 2215 • 328-Airbus A321 (S Details   Seats		6h 42m	<u>1 stop</u>	Round trip \$ 319	Round trip \$737
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MIA 8:35 AM → AA 334 ■ 738-Boeing 737 <sup>(2)</sup> AA 1272 ■ M80-MD-80 <sup>(2)</sup> Details   Seats	den 1:35 pm	7h Om	<u>1 stop</u>	Round trip \$ 497	Round trip \$ 1,136 3 seats left
				Show more	Showing 10 of 33



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FAQs	Investor relations (2)	American Airlines credit card
Agency reference	Newsroom 🖗	Trip insurance
Cargo 솅	Legal, privacy, copyright	CoBrowse
Baggage and optional service fees	Browser compatibility	

https://www.aa.com/shopping/chooseFlights?bookingPathStateId=1502460603745-407

8/11/2017

Choose flights - Flight results - American Airlines

Customer service and contingency plans Web accessibility

Conditions of carriage and tariffs

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# Exhibit

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Case 8/11/201		0033-RLR	Document 1-1 En Choose flights	s - Flight results – American Airlines	)5/14/	2010 Page 33 01 14	10
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Sort by: DEN 10:20	\$ 279 Relevance	\$ 279		\$ 276 \$ 276 Main Cabin	•	Lowest Fare Refundable First Round trip \$ 504	
Sort by: DEN 10:20 AA 1511	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing 737 $\approx$	\$ 279 MIA	s 279	\$ 276 \$ 276 Main Cabin Round trip	•	Lowest Fare Refundable First Round trip	
Sort by: DEN 10:20	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing 737 $\approx$	\$ 279 MIA	s 279	\$ 276 \$ 276 Main Cabin Round trip	•	Lowest Fare Refundable First Round trip \$ 504	
Sort by: DEN 10:20 AA 1511	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing 737 $\approx$	s 279 mia 4:17 pm mia	s 279	\$ 276 \$ 276 Main Cabin Round trip \$ 389	•	Lowest Fare Refundable First Round trip \$ 504 1 seat left	
Sort by: DEN 10:20 AA 1511 Details	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing 737 $\approx$   Seats	s 279 mia 4:17 pm	s 279	\$ 276 \$ 276 Main Cabin Round trip \$ 389	•	Lowest Fare Refundable First Round trip \$ 504 I seat left Round trip	
Sort by: DEN 10:20 AA 1511 Details DEN 2:15	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing 737 $\approx$   Seats	s 279 mia 4:17 pm mia 8:11 pm	s 279 3h 57m Nonstop	\$ 276 \$ 276 Main Cabin Round trip \$ 389		Lowest Fare Refundable First Round trip \$ 504 1 seat left	
Sort by: DEN 10:20 AA 1511 Details DEN 2:15	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing 737 $\approx$   Seats PM $\rightarrow$	s 279 mia 4:17 pm mia 8:11 pm	s 279 3h 57m Nonstop	\$ 276 \$ 276 Main Cabin Round trip \$ 389	•	Lowest Fare Refundable First Round trip \$ 504 I seat left Round trip	
Sort by: DEN 10:20 AA 1511 Details DEN 2:15 AA 1912 Details	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing 737 $\approx$   Seats $PM \rightarrow$ 319-Airbus A319 $\approx$	s 279 mia 4:17 pm Mia 8:11 pm	s 279 3h 57m Nonstop	\$ 276 \$ 276 Main Cabin Round trip \$ 389	<b>,</b>	Lowest Fare Refundable First Round trip \$ 504 I seat left Round trip	
Sort by: DEN 10:20 AA 1511 Details DEN 2:15 AA 1912 Details DEN	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing 737 $\approx$   Seats $PM \rightarrow$ 319-Airbus A319 $\approx$   Seats	s 279 mia 4:17 pm Mia 8:11 pm	s 279 3h 57m Nonstop 3h 56m Nonstop	\$ 276 \$ 276 Main Cabin Round trip \$ 389	•	Lowest Fare Refundable First Round trip \$ 504 I seat left Round trip	
Sort by: DEN 10:20 AA 1511 Details DEN 2:15 AA 1912 Details DEN 11:59	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing $737 %  SeatsPM \rightarrow319$ -Airbus A319 %   Seats $PM \rightarrow$	s 279 mia 4:17 pm Mia 8:11 pm 5:50 am	s 279 3h 57m Nonstop	\$ 276 \$ 276 Main Cabin Round trip \$ 389 Round trip \$ 389	<b>,</b>	Lowest Fare Refundable First Round trip \$ 504 I seat left Round trip \$ 804 Round trip	
Sort by: DEN 10:20 AA 1511 D Details DEN 2:15 AA 1912 Details DEN 11:59 AA 2342	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing 737 $\approx$   Seats $PM \rightarrow$ 319-Airbus A319 $\approx$   Seats $PM \rightarrow$ 328-Airbus A321 (S	s 279 MIA 4:17 PM MIA 8:11 PM \$ 5:50 AM	s 279 3h 57m Nonstop 3h 56m Nonstop	\$ 276 \$ 276 Main Cabin Round trip \$ 389 Round trip \$ 389	•	Lowest Fare Refundable First Round trip \$ 504 I seat left Round trip \$ 804	
Sort by: DEN 10:20 AA 1511 DEN 2:15 AA 1912 DETAILS DEN 11:59 AA 2342 A OVE	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing 737 $\approx$   Seats $PM \rightarrow$ 319-Airbus A319 $\approx$   Seats $PM \rightarrow$ 328-Airbus A321 (S rnight flight or cor	s 279 MIA 4:17 PM MIA 8:11 PM \$ 5:50 AM	s 279 3h 57m Nonstop 3h 56m Nonstop	\$ 276 \$ 276 Main Cabin Round trip \$ 389 Round trip \$ 389	•	Lowest Fare Refundable First Round trip \$ 504 I seat left Round trip \$ 804 Round trip	
Sort by: DEN 10:20 AA 1511 Details DEN 2:15 AA 1912 Details DEN 11:55 AA 2342 A Ove	\$ 279 Relevance $O AM \rightarrow$ 738-Boeing 737 $\approx$   Seats $PM \rightarrow$ 319-Airbus A319 $\approx$   Seats $PM \rightarrow$ 328-Airbus A321 (S	s 279 MIA 4:17 PM MIA 8:11 PM \$ 5:50 AM	s 279 3h 57m Nonstop 3h 56m Nonstop	\$ 276 \$ 276 Main Cabin Round trip \$ 389 Round trip \$ 389	•	Lowest Fare Refundable First Round trip \$ 504 I seat left Round trip \$ 804 Round trip	

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Case 9:18-cv-80	)633-RLR	Documer		Entered on FLSD Docket 05/14/2018	Page 36 of 140
8/11/2017			Choose	flights - Flight results - American Airlines	
6:20 am →	2:14 рм	5h 54m	<u>1 stop</u>	Round trip	Round trip
AA 1169 🔳 738-Boeing 737 🐬 AA 176 🛢 763-Boeing 767				\$ 370	<sup>\$</sup> 512
<u>Details   Seats</u>					
den 6:20 am →	міа 4:42 рм	8h 22m	<u>1 stop</u>	Round trip	Round trip
	<b>⊣,</b> ⊣ <b>∠</b> רויי	011 22111	1000	\$ 370	\$ 812
AA 1169 🔳 738-Boeing 737 🖘 AA 1462 🛢 32B-Airbus A321 (Sl	harklets) ኛ				
Details   Seats					
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	•••		• • • •		
DEN	MIA			Deved trip	Round trip
6:20 am →	4:21 рм	8h 1m	<u>1 stop</u>	Round trip く オコロ	\$ 812
AA 1169 🗰 738-Boeing 737 🖘				\$ 418	~ 0 IZ
AA 206 🗰 328-Airbus A321 (Sh	arklets) 🐨				
Details   Seats			.,	a and a second	
DEN	MIA				
7:00 am →	4:38 pm	7h 38m	<u>1 stop</u>	Round trip	Round trip
AA 1699 🛢 321-Airbus A321 😤	,			s 505	<sup>\$</sup> 962
AA 1478 🛢 738-Boeing 737 🐬					
▲ Change terminals					
<u>Details</u>   <u>Seats</u>					
	MIA				
den 7:00 am →	4:28 pm	7h 28m	1 stop	Round trip	Round trip
	1.20 170	711 2011	1.3224	<sup>\$</sup> 551	\$ 511
AA 1719 🛢 321-Airbus A321 🖘 AA 2059 🛢 321-Airbus A321 🕸	<b>、</b>				
Details   Seats					
en e	•				
DEN	MIA			Round trip	Round trip
7:20 am →	4:00 pm	6h 40m	<u>1 stop</u>	\$ 497	\$1,980
AA 2312 🔳 738-Boeing 737 😤				\$497	l seat left
AA 334 🔳 738-Boeing 737 😤					
<u>Details</u> <u>Seats</u>					
DEN	MIA			the second s	
7:20 AM →	6:07 рм	8h 47m	<u>1 stop</u>	Round trip	
AA 2312 ■ 73B-Boeing 737 ኛ				<sup>\$</sup> 497	\$ 692 2 seats left
AA 2439 🗰 738-Boeing 737 🐡					e, showed a 1873 b
<u>Details</u>   <u>Seats</u>					
				Show more	Showing 10 of 33
					1 1 1 1 1 1 1

#### Case 9:18-cv-80633-RLR Document 1-1 Entered on FLSD Docket 05/14/2018 Page 37 of 140

8/11/2017

Choose flights - Flight results – American Airlines



Conditions of carriage and tariffs

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FAQs	Investor relations 团	American Airlines credit card
Agency reference	Newsroom	Trip insurance
Cargo ළ	Legal, privacy, copyright	CoBrowse
Baggage and optional service fees	Browser compatibility	
Customer service and contingency plans	Web accessibility	
Baggage and optional service fees	Browser compatibility	Corlowse

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# Exhibit

Case 9:18-cv-80633-RLR 8/11/2017		phts - Flight results – Ar		05/14/20	18 Page 39 (	of 140
		,		🗧 English 🔻	Search aa.com	ۄ
American Airlines	Plan Trave	l Travel Ir	nformation	A	Advantage	
Choose flights « New search						
Your trip summary						
Main Cabin Round trip (Non-refundable) \$389 per person Total \$388.40 (all passengers) Price and tax information @ Good value with benefits	•	-	nver, CO 4h 21m	Nonstop	'. Main Cabin	
<ul> <li>Carry-on &amp; personal item (access to overhead bin)</li> <li>Choose your seat (fee may apply)</li> <li>Eligible for upgrades on American flight</li> <li>Flight changes allowed (fee applies)</li> <li>General boarding</li> </ul>	Cundou Oc	enver, CO to N tober 8, 2017 $\rightarrow$ 8:11 pm		Nonstop	Maın Cabin	
Includes taxes and carrier imposed fees. Baggage and optional service fees প্রি	<u>Details</u>   <u>Char</u>	nge				

### Upgrade to First

Round trip (Non-refundable) 1,029 per person

Total \$1,028.40 (all passengers)

Upgrade

#### Best way to travel

- Our largest, most comfortable seat
- 2 free checked bags\*
- Priority security & boarding
- Same-day flight change & standby when available on American flights
- "If you're AAdvantage Executive Platinum, or on a plane with 3 cabins, you get 1 extra checked bag.





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Plus, earn 30,000 bonus miles after qualifying purchases with this credit card offer.

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#### Case 9:18-cv-80633-RLR Document 1-1 Entered on FLSD Docket 05/14/2018 Page 40 of 140

8/11/2017

#### Choose flights - Flight results - American Airlines

Log in and continue

Continue as guest

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FAQs	Investor relations 团	American Airlines credit card
Agency reference	Newsroom 🕅	Trip insurance
Cargo @	Legal, privacy, copyright	CoBrowse
Baggage and optional service fees	Browser compatibility	
Customer service and contingency plans	Web accessibility	
Conditions of carriage and lariffs		

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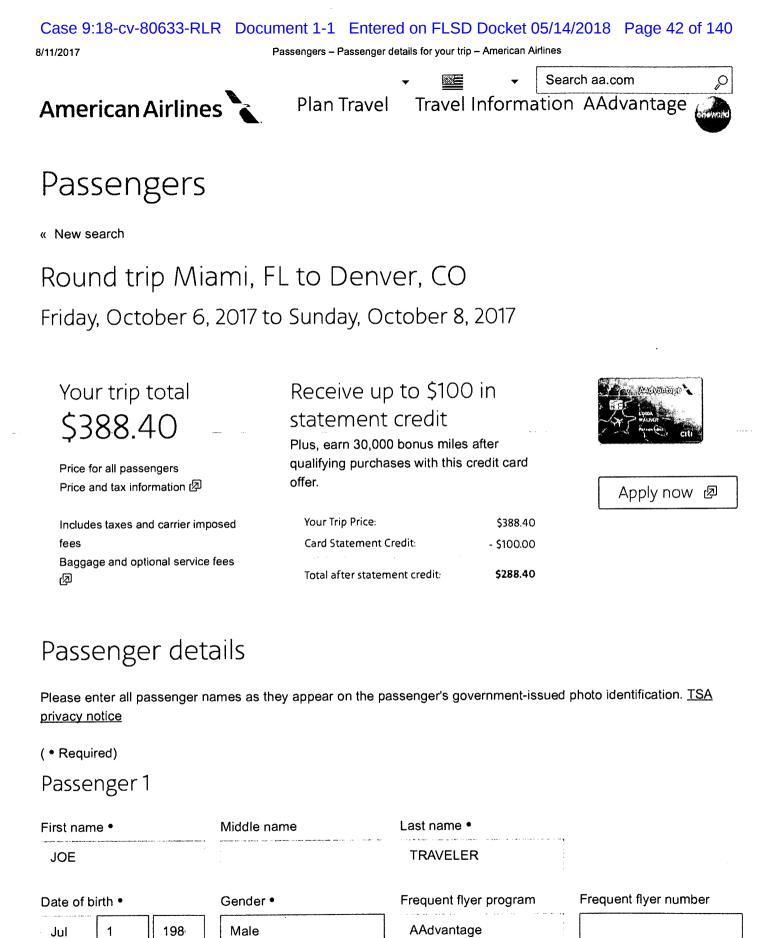
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# Exhibit

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8/11/2017

Passengers – Passenger details for your trip – American Airlines

Redress number	<b>(</b> )	Known Traveler number 🛈
		10011

Add special assistance

### Trip contact

Primary email •	email • Confirm primary email •		
kerns@leesfield.com	kerns@leesfield.com		
Primary phone type	Primary p	ohone •	
Business	+1	3058544900	Ext

### Promo codes and accounts

Promotion code Business Extra<sup>sM</sup> / On Business

## Use caution when packing

Some everyday products, like electronic cigarettes and aerosol spray starch, can be dangerous when transported on the aircraft in carry-on and/or checked baggage. Changes in temperature or pressure can cause some items to leak, generate toxic fumes or start a fire. Carriage of prohibited items may result in fines or in certain cases imprisonment. Please ensure there are no forbidden hazardous materials in your baggage like:

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8/11/2017

# +



Aerosol

Passengers - Passenger details for your trip - American Airlines





Lithium



Flammables

Oxidizers

Toxins



batteries









Corrosives

contingency plans

Conditions of carriage and tariffs

E - cigarettes

By clicking Continue, I agree to the above Hazardous materials policy and the liquids, aerosols and gels regulations.

Continue

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Receipts and refunds	Careers 团	Gift cards 团	
FAQs	Investor relations 团	American Airlines credit card	
Agency reference	Newsroom 团	Trip insurance	
Cargo (2)	Legal, privacy, copyright	CoBrowse	
Baggage and optional service	Browser compatibility		
fees	Web accessibility		
Customer service and			

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# Exhibit

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Case 9:18-cv-80633-RLR [	Document 1-1 Enter Choose your seat – Se			/2018 Pa	ge 46 of 140.
		•	English-	Search aa.co	m p
American Airlines	Plan Travel	Travel Info	ormation	AAdvanta	
Choose your sea	at				ı
MIA to DEN Flight 1 of 2	DEN to MIA Flight 2 of 2				
Miami, FL to Denver	CO .				
A 2424 • Boeing 737-800 Passenger • Tr	avel time: 4h 21m				
Main Cabin Extra \$72 - \$79 More legroom to relax or work	Preferred \$36 - \$43 • Standard legroom • Favorable location	Available	Ĕ	🖞 Unavailable	
	 (all passengers) \$0 Next flight ats for all flights »		A         B         C           \$779         \$779         \$779           \$772         \$772         \$775           \$772         \$772         \$775           \$772         \$772         \$775           \$773         \$772         \$775           \$433         \$336         \$443           \$779         \$779         \$779           \$579         \$799         \$1           \$579         \$579         \$199           \$1         \$366         \$400         1           \$366         \$440         1         \$366           \$366         \$440         1         \$366	3 4 579 579 5 1 1 1	RECOMMENDED SEAT Seat: 8D • \$75 Main Cabin Extra • Sit up front and be on your way faster • Easy access to your seat • Get settled. then relax with preferred boarding • Moveable armrest

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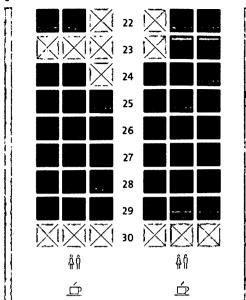
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#### Case 9:18-cv-80633-RLR Document 1-1 Entered on FLSD Docket 05/14/2018 Page 47 of 140

Choose your seat - Seats on your flight - American Airlines



Seats terms and conditions 🖗

Conditions of carriage and tariffs

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8/11/2017

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Extras Business programs

CoBrowse

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Gift cards @ American Airlines credit card Trip insurance

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# Exhibit

7



# Review and pay

« New search

## Depart Miami, FL to Denver, CO Friday, October 6, 2017

Flight	Depart	Arrive	Travel time	Aircraft	Class	Seats
and the second			1. A	11.1		an ang ang ang ang ang ang ang ang ang a
🍾 2424 American	7:02	9:23	4h	738	Economy	<u>Choose seats</u>
Airlines 🛜	AM	AM	21m			
	MIA	DEN				

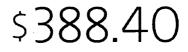
## Return Denver, CO to Miami, FL Sunday, October 8, 2017

Flight	Depart	Arrive	Travel time	Aircraft	Class	Seats
					a a constant	1
▶ 1912 American	2:15	8:11	3h	319	Economy	Choose seats
Airlines 🛜	РМ	ΡM	56m			
	DEN	MIA				

## Cost summary

#### Case 9:18-cv-80633-RLR Document 1-1 Entered on FLSD Docket 05/14/2018 Page 50 of 140 8/11/2017

### Your total



Includes all taxes and carrierimposed fees

Review and pay - Check flights and pay for your trip - American Airlines

Passenger x 1	\$334.88	Bag and optional fees 🖉
Taxes	\$53.52	Reservation and tickets
Carrier-imposed fees	\$0.00	FAQs
n naga na	e en	Price and Tax Information
Total (all passengers)	\$388.40	<b>段</b>

Conditions of Carriage 2

Your Trip Price:	\$388.40
Card Statement Credit:	- \$100.00
Total after statemen credit:	<sup>t</sup> <b>\$288.40</b>

## Receive up to \$100 in statement credit

Plus, earn 30.000 bonus miles after qualifying purchases with this credit card offer. Apply now 圆

# How do you want to pay for your trip

### Select a payment option



#### ( • Required)

/11/2017		k flights and pay for your trip - America	
Card type •	Card number •	Expiration date•	Security code (CVV)
AMERICAN EXPRESS	11243572282880	12 2018	2231
First name •	Middle name	Last name •	
Joe		Traveler	
Country •			
Country • United States			
United States			
United States Change country	Billing address 2		
United States Change country	Billing address 2		
Change country Billing address 1 •	Billing address 2	Postal code •	

### Trip Insurance

nver trip protection All
ticket to peace of mind
Required)
d Trip Insurance?
) Yes, protect my trip for a total of \$23.30 (Recommended)
Triple Protection:
Up to 100% reimbursement for covered trip cancellation and interruption
Benefits for travel delay and baggage
24/7 hotline assistance in the event of a travel or medical emergency
"It's wise to always consider a travel protection plan to cover your trip costs from the unexpected. " – Frommer's, May 2016
) No, I choose not to protect my \$388.40 purchase and I understand by declining coverage I am responsible for all cancellation fees and delay expenses.

Allianz Global Assistance 8/11/2017

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Terms, conditions and exclusions apply. See coverage details 2.

Recommended by AGA Service Company, the licensed producer and administrator of this plan. This insurance is offered by a third party, Allianz Global Assistance, not American Airlines. Plans underwritten by Jefferson Insurance Company or BCS Insurance Company.

## Email for receipt

( • Required)

Email •

JOETRAVELER@GMAIL.COM

Fare Rules

- You have up to 24 hours from the time of ticket purchase to receive a full refund if you booked at least 2 days before departure. Refund policy Ø
- We may give the government your information to comply with federal security regulations
- Optional service fees include bags, seats and upgrades. Optional service fees

Detailed fare rules 🖉

I agree to the privacy policy Ø, terms and conditions Ø and refund policy Ø. ightarrow

Pay now

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https://www.aa.com/seats/cancel?bookingPathStateId=1502460603745-407&\_button\_cancel=continueWithoutSeats

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8/11/2017	Review and pay - C	heck flights and pay for your trip - American Airlines	
Agency reference	Newsroom (권	Trip insurance	
Cargo ව	Legal, privacy, copyright	CoBrowse	
Baggage and optional service	Browser compatibility		
fees	Web accessibility		
Customer service and			
contingency plans			
Conditions of carriage and tariffs			

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# Exhibit

8



ᢙ Home ➤ Optional service fees

# Optional service fees

AAdvantage » AV and sports equipment » Baggage » Children and animals » Food and drink » Inflight products and services » Other airlines » Region definitions » Ticketing and other fees »

Wi-Fi and entertainment »

## Baggage fees

## Carry-on baggage

You're allowed 1 carry-on bag and 1 personal item in all cabins. If you bought a Basic Economy ticket you're only allowed 1 personal item.

Carry-on baggage »

Basic Economy »

### Checked baggage

See which countries are included in each region »

Are my bags free? »

#### First bag

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Within and between U.S., Puerto Rico and U.S. Virgin Islands	\$25*	_	\$0	\$0	
Between Canada and U.S., Puerto Rico and U.S. Virgin Islands	\$25*	-	\$0	\$0	

https://www.aa.com/i18n/customer-service/support/optional-service-fees.jsp?anchorEvent=false&from=footer

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8/11/2017

Optional service fees - Support - American Airlines

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Between Mexico, Caribbean (excluding Cuba and Haiti), Central America and U.S., Puerto Rico, U.S. Virgin Islands, Canada Or between Mexico, Caribbean and Central America	\$25*	_	\$0	\$0	\$25 seasonal fee for SAL, SAP and TGU flights June 20 – August 9, 2017 and December 8 – 24, 2017 (trips booked on or after July 26. 2016).
From U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean) to Cuba	\$25	_	\$0	\$0	One-way into Cuba \$25 fee. Round-trips originating in the U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean) pay \$0 for 1st bag on the return.
From Cuba to U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean)	\$0	-	\$0	\$0	
To or from Haiti	\$0	\$0	\$0	\$0	
To or from South America (excluding Brazil)	\$0*	\$0	\$0	\$0	\$25 1st bag fee applies for CLO flights June 20 – August 9, 2017 and December 8 – 24, 2017 (trips booked on or after July 26. 2016).
To or from Brazil	\$0	\$ <b>0</b>	\$0	\$0	•

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8/11/2017

Optional service fees - Support - American Airlines

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Between Europe and U.S., Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil) Or connecting via Europe to another destination	\$0	\$0	\$0	\$0	
To or from China,	and a start of a	e e la construction de la celebra de la c	. ·	a o como variante	an a
Japan, South Korea, Hong Kong, Australia	\$0	\$0	\$O	\$0	

\*Charge applies unless you qualify for other exceptions.

View exceptions and checked baggage limitations »

#### Second bag

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Within and between U.S., Puerto Rico and U.S. Virgin Islands	\$35*	-	\$0	\$0	
Between Canada and U.S., Puerto Rico and U.S. Virgin Islands	\$35*	-	\$0	\$0	
Between Mexico, Caribbean (excluding Cuba) or Central America and U.S., Puerto Rico, U.S. Virgin Islands or Canada	\$40*	_	\$0	\$0	\$55 2nd bag fee applies for SAP, TGU and PAP flights June 20 – August 9, 2017 and December 8 – 24, 2017 (trips booked on or after July 26. 2016).

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8/11/2017

Optional service fees - Support - American Airlines

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
From U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean) to Cuba	\$40	-	\$0	\$0	Round-trips originating in the U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean) pay \$0 for 2nd bag on the return.
From Cuba to U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean)	\$0	_	\$0	\$0	Round-trips originating in Cuba pay \$40 for 2nd bag on the return.
Between South America (excluding Brazil) and the U.S., Puerto Rico, U.S. Virgin Islands, Canada and Europe	\$0	\$0	\$0	\$0	
To or from South America (excluding Brazil)	\$0*	\$0	\$0	\$0	\$40 2nd bag fee applies year round for GYE and UIO. \$55 2nd bag fee applies year round for BAQ, BOG, MDE and CLO (for trips booked on or after April 12, 2017). \$55 2nd bag fee applies year round for CCS and MAR (for trips booked on or after April 12, 2017).
To or from Brazil	\$0	\$0	\$0	\$0	
Between Europe and U.S., Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil)	\$100*	\$100*	\$0	\$0	

https://www.aa.com/i18n/customer-service/support/optional-service-fees.jsp?anchorEvent=false&from=footer

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Optional service fees - Support - American Airlines

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes	
To or from China, Japan, South Korea, Hong Kong, Australia	\$0	\$0	\$0	\$0		

\*Charge applies unless you qualify for other exceptions.

View exceptions and checked baggage limitations »

#### Third bag

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Within and between U.S., Puerto Rico and U.S. Virgin Islands	\$150	-	\$150	\$150*	*3rd checked bag will be \$150 for First Class on two-cabin aircraft. No charge for 3rd checked bag in First Class cabin on three- cabin aircraft.
Between Canada and U.S., Puerto Rico and U.S. Virgin Islands	\$150		\$150	\$150*	*3rd checked bag will be \$150 for First Class on two-cabin aircraft. No charge for 3rd checked bag in First Class cabin on three- cabin aircraft.
Between Mexico, Caribbean or Central America, South America (excluding Brazil) and U.S., Puerto Rico, U.S. Virgin Islands or Canada Or between the Caribbean and Central America	\$150	\$150	\$150	\$0*	Year-round limitations apply on baggage and the number of boxes allowed for travel to Bolivia. *3rd checked bag will be \$150 for First Class on two-cabin aircraft.

8/11/2017		Optional service fees – Support – American Airlines				
Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes	
To or from Brazil	\$85	\$85	\$85	\$0*	Year-round limitations apply on baggage and the number of boxes allowed for travel to select cities in Brazil. *3rd checked bag will be \$85 for First Class on two-cabin aircraft.	
Between Europe and U.S., Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil)	\$200	\$200	\$200	\$0*	*3rd checked bag will be \$200 for First Class on two-cabin aircraft.	
To or from China, Japan, South Korea, Hong Kong, Australia	\$200	\$200 • • • • • • • • • • • • • • • • • • •	\$200 \$200	\$0* \$0*	*3rd checked bag will be \$200 for First Class on two-cabin aircraft. 20,000JPY for travel originating in Japan.	

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#### Fourth bag +

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes	
Within and between U.S., Puerto Rico and U.S. Virgin Islands	\$200	-	\$200	\$200		
Between Canada and U.S., Puerto Rico and U.S. Virgin Islands	\$200	-	\$200	\$200	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	

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Optional service fees - Support - American Airlines

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Between Mexico, Caribbean or Central America, South America (excluding Brazil) and U.S., Puerto Rico, U.S. Virgin Islands or Canada Or between the Caribbean and Central America	\$200	\$200	\$200	\$200	Year-round limitations apply on baggage and the number of boxes allowed for travel to Bolivia
To or from Brazil	\$85	\$85	\$85	\$85	Year-round limitations apply on baggage and the number of boxes allowed for travel to select cities in Brazil
Between Europe and U.S., Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil)	\$200	\$200	\$200	\$200	
To or from China, Japan, South Korea, Hong Kong, Australia	\$200	\$200	\$200	\$200	20,000JPY for travel originating in Japan
If you have additional quest Reservations and ticket cha	tions, we can hel				
Learn more about checked	-				
Overweight bagg	gage				
Over 51 lbs/23 kgs to 7	0 lbs/32 kgs*				
Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
		an a		an an an	n an

Case 9:18-cv-80633-RLR 8/11/2017		. Entered on al service fees - Supp			018 Page 62 of 140
Within and between U.S., Puerto Rico and U.S. Virgin Islands	\$100	_	\$0	\$0	• •
Between Canada and U.S., Puerto Rico and U.S. Virgin Islands	\$100	_	\$0	\$0	
Between Mexico, Caribbean or Central America, South America (excluding Brazil) and U.S., Puerto Rico, U.S. Virgin Islands or Canada Or between the Caribbean and Central America	\$100	\$100	\$0	\$0	
To or from Brazil	\$0	\$0	\$0	\$0	Year-round limitations apply on baggage and the number of boxes allowed for travel to select cities in Brazil
Between Europe and U.S., Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil)		\$100	\$0	\$0	
To or from China, Japan, South Korea, Hong Kong, Australia		\$100	\$0	\$0	10,000JPY for travel originating in Japan

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Over 71 lbs/32kgs to 100 lbs/45 kgs\*

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
a transformation and a state of the second	a second and a second				and the state of the
Within and between					
U.S., Puerto Rico and	\$200		\$200	\$200	
U.S. Virgin Islands					
and a summer of the second	serve a georgeore sons a com	en and and a sub-	and the second		1. In the second s second second s second second s second second se

Case 9:18-cv-80633-R 3/11/2017	LR DUCUME	Optional service fees			2018 Page 03 01 140
Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Between Canada and U.S., Puerto Rico and U.S. Virgin Islands	\$200		\$200	\$200	· · · …
Between Mexico, Caribbean or Central America, South America (excluding Brazil) and U.S., Puerto Rico, U.S. Virgin Islands or Canada Or between the Caribbean and Central America	\$200	\$200	\$200	\$200	
To or from Brazil	\$200	\$200	\$200	\$200	Year-round limitations apply on baggage and the number of boxes allowed for travel to select cities in Brazil
Between Europe and U.S.; Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil)	Not accepted	Not accepted	Not accepted	Not accepted	
To or from Australia	Not accepted	Not accepted	Not accepted	Not accepted	· · ·
To or from China, Japan, South Korea and Hong Kong	\$450	\$450	\$450	\$450	

\*More than one fee may apply per bag, for example the checked bag fee + oversize fee + overweight fee.

Learn more about overweight baggage »

Learn more about baggage limitations »

## Oversize baggage

#### Larger than 62 in/157 cm\*

https://www.aa.com/i18n/customer-service/support/optional-service-fees.jsp?anchorEvent=false&from=footer

Case 9:18-cv-80633-R 8/11/2017	LR Documer	nt 1-1 Entere Optional service fees			2018 Page 64 of 140
Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Within and between U.S., Puerto Rico and U.S. Virgin Islands	\$200	·	\$200	\$200	
Between Canada and U.S., Puerto Rico and U.S. Virgin Islands	\$200	_	\$200	\$200	
Between Mexico, Caribbean or Central America, South America (excluding Brazil) and U.S., Puerto Rico, U.S. Virgin Islands or Canada Or between the Caribbean and Central America	\$200	\$200	\$200	\$200	Year-round limitations apply on baggage and the number of boxes allowed for travel to Bolivia
To or from Brazil	\$150	\$150	\$150	\$150	Year-round limitations apply on baggage and the number of boxes allowed for travel to select cities in Brazil
Between Europe and U.S., Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil)	\$150	\$150	\$150	\$150	Baggage more than 126 in/320 cm will not be accepted for the U.K.

\*More than one fee may apply per bag, for example the checked bag fee + oversize fee + overweight fee.

\$200

\$200

\$200

Learn more about baggage limitations »

. . . .

If you have questions about baggage fees, please contact Reservations.

\$200

Reservations and ticket changes »

To or from China,

Japan, South Korea,

Hong Kong, Australia

20,000JPY for travel

originating in Japan

# AV and sports equipment

# Audiovisual equipment

If you are checking audiovisual equipment, standard baggage fees apply unless you're an eligible member of a media or entertainment company for which special rates apply.

Learn more about traveling with audiovisual equipment »

# Sports equipment

For all classes of service, standard first, second, additional, overweight or oversize bag fees apply for:

Scuba gear (without

Shooting equipment<sup>3</sup>

tanks)

Skateboard

Snow skis4

- Archery equipment
- Backpack or knapsack
- Boogie, skim or speed
   Hockey or lacrosse<sup>2</sup>
  - Oars

Fishing gear

Golf clubs1

Bowling balls

boards

- Camping equipment
- 1 Golf equipment for Brazil only \$42.50
- 2 One hockey stick and one hockey bag count as one piece
- 3To, through or from London Heathrow (LHR) \$80 per case

4One ski bag and one ski boot bag count as one piece Ski equipment for Brazil only - \$28.05

#### For all classes of service, \$150 charge applies for:

Antiers

Bicycles<sup>5</sup>

Kiteboards<sup>6</sup>

Kitesurf

- Surfboards<sup>6</sup>
  - Wakeboards<sup>6</sup>
- Wave ski<sup>6</sup>
- Windsurf

- Hang Gliders
- Scuba Gear (with tanks)

5If bicycle and container are less than 62 dimensional inches and under 50 lbs, you'll pay the applicable charge for the first checked bag.

6If kiteboard/wakeboard/wave skis are less than 62 dimensional inches and 50 lbs, you'll pay the applicable charge for the first checked bag.

For Brazil only: Maximum surfboard length of 108 in., not included in checked bag allowances. First surfboard charge is \$42.50; additional

- Snowboards<sup>4</sup>
  - Tennis rackets
  - Tent or sleeping bag
  - Water skis<sup>4</sup>

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#### Optional service fees - Support - American Airlines

surfboards are \$85.00.

Lightweight surfboards packaged in a single bag that weighs less than 70 lbs will be accepted/charged as a single surfboard.

Learn more about traveling with specialty and sports equipment »

# Inflight products and services

Product or service*	Main Cabin	Premium Economy	Business	First	Notes
Preferred seats	\$4-\$139				Per flight; price varies by flight
Main Cabin Extra	\$20-\$280	· · · ·			Per flight; price varies by flight
Priority	\$9-\$74				Each way; price varies by itinerary
Extended hold	\$10-\$16		\$20-\$30	\$20-\$30	Per passenger, per booking on eligible itineraries. Price varies on number of days held (3, 5 or 7 days). Extended hold options not available on all flights.
Paid upgrade	а, аларын аларын таларын талар Таларын таларын	\$40-\$90 per 500 mile segment	\$40-\$90 per 500 mile segment	\$40-\$90 per 500 mile segment	Per passenger on eligible itineraries. Price on some international itineraries may be outside the adjacent price range due to currency fluctuations and taxes
Five Star ServiceSM	. <sub>Al</sub> in the transmission of the				\$250-\$300 at select airports

AAdvantage elite benefits »

# Children and animals

Service	Main Cabin	Premium Economy	Business	First	Notes
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https://www.aa.com/i18n/customer-service/support/optional-service-fees.jsp?anchorEvent=false&from=footer

Case 9:18-cv-80633-RLR			ed on FLS		-
Unaccompanied minor	\$150 + tax	\$150 + tax	\$150 + tax	\$150 + tax	Pricing applies each way
Service animals providing assistance for traveler	\$0	\$0	\$0	\$0	Certain restrictions apply based on your itinerary; not allowed for transporting an animal for training
Carry-on pet Within/between U.S. and Canada, Mexico, Central America, Colombia and Caribbean (if the country allows entry); not allowed to Hawaii	\$125	\$125	\$125	\$125	Per kennel
Checked pet Within/between U.S. and Canada, Mexico, Central and South America, Caribbean	\$200	\$200	\$200	\$200	Per kennel
Checked pet Between the U.S. and Brazil	\$150	\$150	\$150	\$150	Per kennel

Learn more about unaccompanied minor fees »

Learn about traveling with service animals »

Can my pet travel? »

# AAdvantage

#### AAdvantage 500 mile upgrades

\$40 (including taxes) per upgrade

Learn more about 500 mile upgrades »

#### AAdvantage mileage award upgrades

Depending on your purchased fare and geographic region, a non-refundable cash co-payment from \$75 to \$550 for each one-way trip (inclusive of federal excise taxes) for your AAdvantage upgrade awards may be needed. Additional taxes and fees may also apply.

Learn more about mileage upgrades »

#### AAdvantage Mileage Multiplier

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Optional service fees - Support - American Airlines

Approximately \$0.03/mile (plus 7.5% federal excise tax)

Learn more about Mileage Multiplier »

#### **Buy miles**

- \$0.0295 per mile (plus 7.5% federal excise tax)
- \$20 \$40 transaction processing charge

#### Gift miles

- \$0.0295 per mile (plus 7.5% federal excise tax)
- \$20 \$40 transaction processing charge

#### Share miles

- \$0.0125 mileage transfer cost per mile
- \$15 \$40 transaction processing charge

Buy, Gift or Share AAdvantage miles »

#### Reactivate miles

- \$200 for 1 50,000 expired miles
- \$400 for 50,001 75,000 expired miles
- \$600 for more than 75,000 expired miles

Reactivate AAdvantage miles »

#### AAdvantage award processing

- \$75 for award tickets booked or mileage upgrades requested less than 21 days prior to departure
- AAdvantage Executive Platinum, Platinum Pro, Platinum or Gold members using miles from your account are exempt from the fee

#### Changing flight award tickets

- \$150 per ticket
- A charge may apply if you make changes to award tickets
- Advantage Executive Platinum members using miles from your account are exempt from the fee

#### Reinstating award tickets

- \$150 per account for the first award ticket. Additional award tickets reinstated to the same account at the same time will be \$25 per ticket
- Miles may be reinstated to your account for an unused AAdvantage flight award if your ticket has not expired
- Advantage Executive Platinum members using miles from your account are exempt from the fee

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Optional service fees - Support - American Airlines

Learn more about award travel »

# Food and drink

Service	Main Cabin*	Business Class	First Class	Notes
Food for sale	\$2-\$10	\$0	\$0	Food selections vary by month
Beer	\$7	\$0	\$0	Complimentary beer varies by flight and is available in the Main Cabin of select international flights
Spirits and wine	\$8	\$0	\$0	Complimentary spirits and wine vary by flight and are available in the Main Cabin of select international flights
Sparkling wine	\$9	\$0	\$0	Offered on transcontinental and Hawaii flights and \$0 on select international flights
Premium wine	\$15.99	\$0	\$0	Offered on transcontinental, Hawaii and select international flights
and a second	a and the second se	a a second		and the second

\*ConciergeKeySM and Executive Platinum members traveling in the Main Cabin get a complimentary drink and snack.

# Wi-Fi and entertainment

Service	Main Cabin	<b>Business Class</b>	First Class	Notes
Domestic inflight Wi- Fi	\$2.50 - \$50	\$2.50 - \$50	\$2.50 - \$50	Monthly and annual subscriptions also available at a flat rate
and the second	in which is the second of	en an a constant		and the second second second second second

Case 9:18-cv-80633-R 8/11/2017		. Entered on FLSI al service fees - Support - An		18 Page 70 of 140
Service	Main Cabin	Business Class	First Class	Notes
International inflight Wi-Fi	\$12 - \$19	\$12 - \$19	\$12- \$19	· · · · · · · · · · · · · · · · · · ·
In-seat entertainment	\$0	\$0	\$0	· · · · · · · · · · · · · · · · · · ·
Wireless entertainment	\$0	\$0	\$0	
Earbuds	\$5*	\$0	\$0	*Complimentary in the Main Cabin on international flights
				<u> </u>

Learn about inflight Wi-Fi and connectivity »

Learn about inflight entertainment »

# Ticketing and other fees

Service*	Main Cabin	Premium Economy	Business	First	Notes
Same-day flight change	\$75-\$150 unless you qualify for other exceptions		\$0	\$0	\$75 for domestic, Canada and Caribbean; \$150 for transatlantic travel between JFK-LHR
Customers requiring extra space	2 tickets at the same rate if arranged when you buy the original ticket	Higher rate may apply for additional space if advanced arrangements are not made			

,

ervice*	Main Cabin	Premium Economy	Business	First	Notes
	\$25 -	\$25 -	\$25 -	\$25 -	
	domestic	domestic	domestic	domestic	
ickets issued by	travel	travel	travel	travel	Fees vary by country
Reservations	\$35 -	\$35 -	\$35 -	\$35 -	Fees vary by country
	international	international	international	international	
	travel	travel	travel	travel	
ng menerangkan kana kana kana kana kana kana kan	\$30 -	www	\$30 -	\$30 -	
	domestic		domestic	domestic	
Award tickets issued by	travel		travel	travel	<b>–</b> 1 – 1 – 1 – 1
Reservations	\$40 -		\$40 -	\$40 -	Fees vary by country
	international		international	international	
	travel		travel	travel	
Assistance by Reservations	\$50	\$50	\$50	\$50	Applies for voluntary trip changes not initially created by American Airlines Reservations of on aa.com
Fickets issued by American Airlines travel centers	\$35	\$35	\$35	\$35	Due to government requirements, a higher charge may apply in Colombia and Chile
	\$200 -		\$200 -	\$200 -	
	domestic		domestic	domestic	
/oluntary change to	travel	Up to \$750	travel	travel	Charge varies dependin
icket before day of	Up to \$750	-	Up to \$750	Up to \$750	on type of ticket
ravel	-	international	-	-	purchased
	international	travel	international	international	
	travel		travel	travel	
•••••••••••					
	\$25 / bag				
	checked at				
Gate service fee	the gate on				
	Basic				
	Economy				

\*AAdvantage elite status members are exempt from some fees.

AAdvantage elite benefits »

Customers eligible for complimentary standby »



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Optional service fees - Support - American Airlines

Same-day flight changes »

Customers requiring extra space »

Reservations & tickets FAQs »

# **Region definitions**

See which countries are included in each region »

# Other airlines

Optional service fees may be different and products may vary on fights operated by our airline partners. For details, please visit the operating carrier's website.

#### oneworld airline partners

Airberlin 🖉	lberia	Qantas 团	SriLankan Airlines 🖉
British Airways 团	Japan Airlines	Qatar Airways 🖉	LATAM Airlines
Cathay Pacific 🖉	Malaysia Airlines 🖉	Royal Jordanian Ø	
Finnair 🖉		S7 Airlines 🖉	

#### Other airline partners

Aer Lingus 🖉	EL AL 纲	JAL Express 团	Philippine Airlines 🖉
AeroMexico 团	Emirates Airlines Ø	Japan Transocean Air 🖉	Singapore Airlines 🖉
Air France Ø	Etihad Airways 🖉	Jet Airways 团	SWISS 個
Air Tahiti Nui 🖉	EVA Air 团	Jetstar 团	Vueling Airlines 团
Alaska Airlines 🖉	Fiji Airways 🖉	KLM Royal Dutch Airlines	WestJet 团
Cape Air 🖉	Great Lakes Airlines 🖉	图 	
Copa Airlines 🖉	Gulf Air 🖉	Lufthansa 团	
Czech Airlines 团	Hainan Airlines 🖉	Meridiana	
Dragonair 🖉	Hawaiian Airlines 🖉	NIKI	
EgyptAir	Icelandair 🖉	OpenSkies	

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#### Optional service fees - Support - American Airlines

Pakistan International Airlines 回

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Contact American	About us	Business programs	
Receipts and refunds	Careers 团	Gift cards (別	Limited-time offer: Earn 75,000 bonus miles after qualifying purchases
FAQs	Investor relations	American Airlines credit card	<b>Buy</b> Miles
Agency reference	Newsroom 🖄	Trip insurance	Get up to 85,000 bonus miles
Cargo 圆	Legal, privacy, copyright -	CoBrowse	through August 31
Baggage and optional service fees	Browser compatibility Web accessibility		AVIS' Mabudget Up to 35% savings plus AAdvantage® miles
Customer service and contingency plans	·····		<u></u>

Conditions of carriage and tariffs

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# Exhibit

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☆ Home > FAQs > Reservations & tickets FAQs

# Reservations & tickets FAQs

# Make / modify

- ⊖ How do I make changes to my reservation?
- How close to departure can I book a flight on aa.com?
- ⊘ How far in advance can I book a flight?
- How many passengers can I book in one reservation?
- ⊘ Will I be charged to change a reservation made by a travel agency or another website?
- ⊘ Why are revenue tickets on other airlines on a request basis only?

# Same-day flight change and standby

Learn about same-day flight changes and standby »

- $\bigcirc$  What is same-day flight change?
- Solution What happens if a same-day flight change isn't available?
- $\odot$  What is same-day standby?
- $\odot$  What is American's standby policy?

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How do I buy same-day flight change or same-day standby?

# Ticket number

⊘ Where can I find my ticket number?

# Free holds

Learn about holding your reservation »

 $\odot$  How long can I hold a reservation?

- How do I hold a reservation?
- $\bigcirc$  How do I retrieve and pay for a reservation that's on hold?
- ⊘ Can I hold multiple reservations?
- ⊘ Can I put a reservation on hold with an aa.com promotion code?
- $\odot$  What is express ticket service?

# Extended hold (more than 24 hours)

- How does extended hold work?
- $\odot$  Is an extended hold option offered on all flights?

⊘ Can I make changes to my itinerary during the extended hold period?

Payment

See all payment options available » Products and programs FAQs »

 $\odot$  Which forms of payment can I use?

 $\odot$  What country should I select when I book a reservation on aa.com?

 $\odot$  Which countries might recalculate fares in local currency?

# eVoucher

Check your eVoucher balance @ American Airlines eVouchers terms and conditions @

 $\odot$  How do I use my eVoucher?

⊘ What can I use my eVoucher for?

 $\odot$  Does my eVoucher expire?

 $\odot$  Can I get a refund on travel purchased with an eVoucher?

# Fly Now Payment Plan

How do I use the Fly Now Payment Plan to buy a ticket?

# PayPal

Learn more about paying with PayPal »

⊘ When can I use PayPal as a payment option?

 $\odot$  Can I use PayPal with other forms of payment?

 $\bigcirc$  How can I get a refund on a ticket bought with PayPal?

# Flight discount

Check your American Airlines flight discount balance AAdvantage® flight discount terms & conditions » Business Extra® flight discount terms & conditions

How do I use my American Airlines flight discount?

# Fares

 $\odot$  Do you offer emergency or bereavement discounts?

⊘ Do you offer government or military fares?

 $\odot$  What is an unrestricted fare?

⊖ How do I guarantee my fare on aa.com?

# Trip insurance

Learn about trip insurance »

- $\odot$  When is the latest I can buy trip insurance?
- ⊘ Will I get a confirmation email?
- ⊘ What if I didn't receive a confirmation email?
- ⊘ Why isn't my trip insurance purchase displayed in my itinerary?
- $\odot$  Can I change or cancel my insurance policy?
- $\odot$  Can I cancel my trip for any reason and receive a full refund?
- $\odot$  Is my trip insurance cancelled automatically if I cancel my travel?
- ⊘ Doesn't my credit card or other insurance provide coverage for me while traveling?

# Seats

Learn about different seat options in the Main Cabin »

- $\odot$  Where can I see seat maps for flights?
- $\odot$  How do I change my seats?
- ⊘ Why couldn't I choose seats when I booked my flights?
- My flights are confirmed, why can't I reserve my seats?

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⊘ What happens to my seat if there is a schedule or equipment change?

 $\bigcirc$  What are Preferred seats?

 $\bigcirc$  What is the refund policy for Preferred seats?

# Need more help? Contact us.

Contact Reservations »

# You may also like...

See all FAQs » Customer service FAQs » Travel information FAQs »

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Gift cards 2 American Airlines credit card Trip insurance

Business programs

CoBrowse



Limited-time offer: Earn 75.000 bonus miles after qualifying purchases

> **Buy**Miles Get up to 85,000 bonus miles through August 31

AVIS Budget

Up to 35% savings plus AAdvantage® miles Reservations & tickets FAQ - FAQs - American Airlines

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Exhibit 10

# Fare, taxes and fees

Adult base fare (per passenger)	\$334.88 USD
PASSENGER FACILITY CHARGE (UNITED STATES)	\$9.00 USD
SEGMENT TAX (UNITED STATES)	\$8. 🖾 5D
TRANSPORTATION TAX (UNITED STATES)	\$21 <b>D</b>
US SECURITY FEE (UNITED STATES)	\$11. 5D
Total	\$388.40 USD

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# Exhibit 11



# American Airlines 🔪



Plan Travel Travel Information AAdvantage

# Conditions of Carriage

Your ticket and the following Conditions of Carriage constitute the contract between you, the passenger, and American Airlines, Inc. ("American") and apply to all transportation provided by American (including transportation on codeshare partners\*) between points in the United States (including Puerto Rico and the U.S. Virgin Islands).

Foreign air transportation is governed by applicable tariffs on file with the Department of Transportation.

International General Rules Tariff 🖉

On some international itineraries, taxes and fees are added to the price of the ticket. Every price offered by American is the full price, which consists of the base fare, applicable carrier-imposed fees (such as surcharges), and government-imposed taxes and fees.

American will act as an agent to issue tickets, check baggage and book reservations for transportation via other carriers which have interline agreements with American. Other carriers may have different terms and conditions applicable to their flights. These may be obtained directly from the other carriers.\*

Please read your contract carefully.

American Airlines P.O. Box 619616, MD 5435 DFW Airport, TX 75261-9616

\*American offers codeshare service on domestic flights operated by the following carriers: Air Wisconsin Airlines Corporation, Compass Airlines LLC, Envoy Air Inc., ExpressJet Airlines Inc., Mesa Airlines Inc., Piedmont Airlines Inc., PSA Airlines Inc., Republic Airlines Inc., SkyWest Airlines Inc., Trans States Airlines, Inc., (all doing business as American Eagle); Hawaiian Airlines, Inc.; Alaska Airlines, Inc.; Hyannis Air Service, Inc. (doing business as Cape Air); Horizon Air Industries, Inc. (doing business as Alaska Airlines).

# American Airlines Conditions of Carriage

Definitions »	Fare changes and Erroneous fares »	Optional products and services »
Fare changes »	Acceptance of passengers »	Aircraft information »
Responsibility for schedules and	TSA Secure Flight Program »	Customer Relations »
operations »	Acceptance of children, accompanied,	Delays, cancellations and diversions »
Force majeure »	unaccompanied »	Essential needs during extraordinary
Oversales »	Refunds: General refunds, involuntary	delays »
Baggage: General acceptance,	refunds »	Authority to change contract »
checking your baggage »	Ticket validity »	

https://www.aa.com/i18n/customer-service/support/conditions-of-carriage.jsp?anchorEvent=false&from=footer?#farechanges

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8/11/2017	Conditions of Carriage - Support - American Airlines		
Baggage: Hazardous items, firearms,	Ticket validity: Compliance with terms	Frequent flyer award disclosure »	
live animals »	and conditions of sale »	Choice of law »	
Baggage: Liability, legal action, missing items, loss/delay, damaged, claims »	Lowest fare availability / 24 hour refund »	Service with domestic codeshare partners »	
Check-in and arrival times »			

Find travel information for our oneworld® partner airlines »

# Definitions

Customers with disabilities »

- American Ticket Office a ticket sales location of American Airlines, Inc/American Eagle or the office of one of Its appointed travel agents.
- Baggage Articles, effects and other personal property as are necessary or appropriate for wear, use, comfort or convenience in connection with air travel, whether checked in the cargo compartment or carried in the passenger compartment.
- Prepaid ticket Advice the notification between offices of a carrier or between carriers that a person in one location has purchased and requested issuance of prepaid transportation to another person in another location.
- Stopover a deliberate interruption of travel for more than 4 hours constitutes a domestic stopover unless specified otherwise.
- Ticket passenger ticket and baggage check which incorporates these Conditions of Carriage
- U.S. the 50 federated states and the District of Columbia, Puerto Rico and the U.S. Virgin Islands

# Fare changes

If, after a ticket has been issued and before any portion has been used, a decrease in the applicable fares or charges becomes effective, or a new fare between the points shown on the ticket is added, the full amount of the difference in fares less any change fees applicable to the original fare rule and date of purchase, will be refunded to the purchaser, upon request, provided there is no change in origin/destination/stopover points/flights/dates shown on the original ticket and, subsequent to the decrease in fares/charges or the addition of a new fare, all conditions of the lower fares/charges are met, including booking code and any advance reservations/ticketing requirements.\* When reduced fares are for sale for a limited period of time, American reserves the right to decline to issue refunds. For non-refundable fares, the passenger will receive the difference in the fares in the form of a non-refundable American travel voucher valid only for purchase of air transportation on American, and must be used within one (1) year of issuance.

If American increases the price for the transportation, an additional collection may be made for any segments where you change your flight to a different time, date or routing from that shown on your ticket, and any segment shown as "open"

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on your ticket.

\*Note: The purchase of a Prepaid Ticket will constitute purchase of a ticket.

# Fare changes and Erroneous fares

AA reserves the right to cancel tickets issued with an erroneously quoted fare due to a technical failure or mistake, including but not limited to a fare filing error, computer error or third party error (either human or mechanical), prior to the erroneous fare being detected and corrected. AA, as a policy, does not intend to file fares that are erroneous or are reasonably apparent as erroneous. Where an erroneous fare has been published and a ticket issued at the erroneous fare, AA will void such ticket and notify the passenger that the ticket has been cancelled (i) within 72 hours of becoming aware of the publishing of an erroneous fare, or (ii) at least 24 hours prior to the passenger's scheduled departure time in cases where the ticket is purchased less than 72 hours before the scheduled departure from the point of origin. AA will provide a refund of the total cost of a ticket purchased at the erroneous fare price to passengers so notified.

# Responsibility for schedules and operations

American will endeavor to carry you and your baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract. American may, without notice, substitute alternate carriers or aircraft and, if necessary, may alter or omit stopping places shown on the ticket. Schedules are subject to change without notice. American is not responsible for or liable for failure to make connections, or to operate any flight according to schedule, or for a change to the schedule of any flight. Under no circumstances shall American be liable for any special, incidental or consequential damages arising from the foregoing. Liability limits for delay on international itineraries is governed by the Montreal Convention.

# Force majeure events

American may, in the event of a force majeure event, without notice, cancel, terminate, divert, postpone or delay any flight or the right of carriage or reservation of traffic accommodations without liability except to issue an involuntary refund. The involuntary refund will be made in the original form of payment in accordance with involuntary refund rules for any unused portion of the ticket. American will also reserve the right to determine if any departure or landing should be made without any liability except the afore mentioned involuntary refund.

Force majeure event means:

Any condition beyond American's control including, but without limitation, meteorological conditions, acts of God, riots, civil commotion, embargoes, wars, hostilities, disturbances or unsettled international conditions - actual threatened or reported. Also, because of any delay, demand, circumstances or requirement due, directly or indirectly to such conditions; or

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- Any strike, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting American's service; or
- Any government regulation, demand or requirement; or
- Any shortage of labor, fuel or facilities of American or others; or
- Any fact not reasonably foreseen, anticipated or predicted by American

# Oversales

If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his or her will until airline personnel first ask for volunteers who will give up their reservation willingly, in exchange for compensation of the airline's choosing. If there are not enough volunteers, other passengers may be denied boarding involuntarily in accordance with the following boarding priority of American. In such events, American will usually deny boarding based upon check-in time, but we may also consider factors such as severe hardships, fare paid, and status within the AAdvantage® program. American will not involuntarily remove a revenue passenger who has already boarded in order to give a seat to another passenger.

If you are denied boarding involuntarily, you are entitled to a payment of "denied boarding compensation" from the airline unless:

- 1. You have not fully complied with the airline's ticketing, check-in and reconfirmation requirements, or you are not acceptable for transportation under the airline's usual rules and practices; or
- 2. You are denied boarding because the flight is canceled; or
- 3. You are denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons; or
- 4. On a flight operated with an aircraft having 60 or fewer seats, you are denied boarding due to safety-related weight/balance restrictions that limit payload; or
- 5. You are offered accommodations in a section of the aircraft other than specified in your ticket, at no extra charge (a passenger seated in a section for which a lower fare is charged must be given an appropriate refund); or
- 6. The airline is able to place you on another flight or flights that are planned to reach your next stopover or final destination within one hour of the planned arrival time of your original flight

#### Domestic transportation

Passengers traveling between points within the United States (including the territories and possessions) who are denied boarding involuntarily from an oversold flight are entitled to:

- 1. No compensation if the carrier offers alternate transportation that is planned to arrive at the passenger's destination or first stopover not later than one hour after the planned arrival time of the passenger's original flight;
- 2. 200% of the fare to the passenger's destination or first stopover, with a maximum of \$675, if the carrier offers alternate transportation that is planned to arrive at the passenger's destination or first stopover more than one hour but less than two hours after the planned arrival time of the passenger's original flight; and
- 3. 400% of the fare to the passenger's destination or first stopover, with a maximum of \$1,350, if the carrier does not offer alternate transportation that is planned to arrive at the airport of the passenger's destination or first stopover less than two hours after the planned arrival time of the passenger's original flight

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- 0 to 1 hour arrival delay no compensation
- 1 to 2 hour arrival delay 200% of one-way fare (but no more than \$675)
- Over 2 hours arrival delay 400% of one-way fare (but no more than \$1,350)

#### International transportation

Passengers traveling from the United States to a foreign point who are denied boarding involuntarily from an oversold flight originating at a U.S. airport are entitled to:

- 1. No compensation if the carrier offers alternate transportation that is planned to arrive at the passenger's destination or first stopover not later than one hour after the planned arrival time of the passenger's original flight;
- 2. 200% of the fare to the passenger's destination or first stopover, with a maximum of \$675, if the carrier offers alternate transportation that is planned to arrive at the passenger's destination or first stopover more than one hour but less than four hours after the planned arrival time of the passenger's original flight; and
- 3. 400% of the fare to the passenger's destination or first stopover, with a maximum of \$1,350, if the carrier does not offer alternate transportation that is planned to arrive at the airport of the passenger's destination or first stopover less than four hours after the planned arrival time of the passenger's original flight
- 0 to 1 hour arrival delay no compensation
- 1 to 4 hour arrival delay 200% of one-way fare (but no more than \$675)
- Over 4 hours arrival delay 400% of one-way fare (but no more than \$1,350)

# Check-in and arrival times

Know when to arrive and what to expect at the airport and on flights operated by American Airlines or American Eagle.

You can also check the latest travel alerts and get flight status information for gates and times:

Travel alerts »

Get flight status information »

#### Check-in times

All airports have a minimum time by which you must be checked in for your flight, regardless of whether you're checking bags. Times will differ based on your itinerary.

#### Travel entirely within the United States

For itineraries that include only airports within the United States, you must be checked in 45 minutes before scheduled departure time.

Some airports require a longer minimum check-in time:

- From San Juan, Puerto Rico (SJU) 60 minutes before scheduled departure.
- From St. Thomas, U.S. Virgin Islands (STT) 90 minutes before scheduled departure.

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#### International Travel

For itineraries that include airports outside of the United States, you must be checked in at your originating airport 60 minutes before scheduled departure time.

Please note the 60 minute check-in time applies at U.S. airports when the itinerary includes any airport outside of the U.S.

Some airports require a longer minimum check-in time:

- From Caracas, Venezuela (CCS) 90 minutes before scheduled departure.
- From Dublin, Ireland (DUB) 75 minutes before scheduled departure.
- From Buenos Aires, Argentina (EZE) 75 minutes before scheduled departure.
- From Maracaibo, Venezuela (MAR) 90 minutes before scheduled departure.
- From Beijing, China (PEK) 75 minutes before scheduled departure.
- From Milan, Italy (MXP) 90 minutes before scheduled departure.

#### Travel on American Airlines Shuttle

For flights between Boston (BOS), New York LaGuardia (LGA), and Washington D.C. Reagan (DCA):

- Checking a bag? You must be checked in 30 minutes before scheduled departure time.
- Not checking a bag? You must be checked in 20 minutes before scheduled departure time.

#### Arrival at Gate

You must be at the gate and ready to board the aircraft:

- 15 minutes prior to scheduled departure for flights departing from points -within- the U.S., Puerto Rico, and Virgin Islands
- 30 minutes prior to scheduled departure for flights departing from points -outside- the U.S., Puerto Rico, and Virgin Islands, i.e., Canada, Mexico, Europe, Asia, Central/South America, Caribbean, Bahamas, Bermuda

# Baggage

#### General acceptance of baggage

Only baggage as defined in the definition section will be accepted for transportation. All baggage is subject to inspection. Checked baggage will be accepted for transportation only on flights on which you are traveling. American will not accept baggage whose size, weight, or character makes it unsuitable for transportation on the aircraft as determined by American.

No article will be accepted as baggage if it weighs more than 100 pounds or has a total outside dimension (length plus width plus height) of more than 126 inches. Additional restrictions apply to some American flights operated on smaller aircraft. For further information, contact American Airlines.

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# Checking your bag

Your name must appear on all baggage. Baggage will not be checked:

- To a city not on your routing
- Beyond your next stopover city
- Beyond your final destination city
- Beyond a connecting city if the connecting flight departs from an airport different from the arrival airport

Checked baggage may be claimed only by the holder of the baggage claim check. Baggage will not be released unless all sums due American are paid. Baggage claim checks must be returned to American on request. American is not responsible to determine that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage.

In the event your checked bags do not arrive on your flight, reasonable efforts will be made to ensure that the bag is returned to you within 24 hours for flights within the U.S., Puerto Rico and the U.S. Virgin Islands. Our goal to return bags within 24 hours applies only when we are the carrier taking you to your final destination.

Some circumstances that may inhibit our ability to return your bags within 24 hours:

- No local name, address, phone numbers are provided
- You are located at a remote location or an unreachable address, such as a cruise ship or a camping site
- You changed your delivery address, but did not notify us
- We have limited flight schedules to your destination
- Operational circumstances that prevent American Airlines or American Eagle from being able to locate or deliver your bags within this time frame

Flights from these airports may only accept baggage up to four hours prior to confirmed departure:

- Denver (DEN)
- Fort Lauderdale (FLL)
- Las Vegas (LAS)
- Orlando (MCO)
- Salt Lake City (SLC)
- Seattle (SEA)

#### Arriving into the U.S.

When arriving into the U.S. from an international location, claim your checked bags at the first stop within the U.S. and proceed through Immigrations/Customs.

#### International connections to another airline

If you're flying internationally and connecting to another airline, check the applicable country's Customs procedures to determine whether checked baggage needs to be re-checked with the other airline upon arrival into that country.

# Carry-on baggage

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The suitability of carry-on baggage will be determined by American. Each customer will be limited to 1 carry-on bag and 1 personal item. Basic Economy customers are only allowed 1 personal item that fits under the seat. All carry-on bags must be checked.

A personal item includes a purse, briefcase, laptop, or small book bag style backpack. A personal item must fit under the seat in front of you (18 x 14 x 8 inches). Fragile or valuable items, such as keys, medication or computers should be carried in your personal item.

Learn more about carry-on baggage »

At times, additional limits may be placed on carry-on baggage based on the main cabin stowage capacity of specific aircraft, which can result in carry-on bags being checked in the boarding area. In the event it is necessary to check carry-on bags, ensure that fragile or valuable items, such as keys, medication or computers are carried in your personal item. If government regulations are more restrictive, such restrictions shall apply.

A carry-on bag must fit in the bag sizer and not exceed overall dimensions of 45 inches (length + width + height). The maximum combined linear measurement of the carry-on bag cannot exceed any of the following measurements:  $22^{"}$  long x 14" wide x 9" tall or 114cm (56 x 35 x 23 cm). All carry-on items must fit under the seat or in an overhead bin.

Note: Customers can bring a soft-sided garment bag of up to 51 in / 130 cm (length + width + height) in lieu of a carry-on item.

On American Eagle flights each customer is limited to a personal item in the cabin, but their carry-on item (not exceeding 45 dimensional inches) will be valet checked at the gate or planeside.

Carry-on items which appear too large or irregularly shaped to fit under a seat, in an overhead compartment, or in a closet or luggage rack will not be accepted for passenger cabin stowage.

Any mobility aid or assistive device that is approved for in-cabin transport on American, and is carried by a qualified disabled passenger, is accepted free of charge and is in addition to normal baggage allowances, provided such aid or device fits in an approved stowage space.

All baggage must be completely stowed before the airplane may depart the gate.

#### Checked baggage

Checked baggage charges apply to the first and second checked bag, some exceptions may apply. Excess bag charges apply for more than two checked bags. Oversize and overweight charges apply to baggage over the free size and weight allowance. Specialty items may have additional charges or exceptions to baggage charges.

Checked bag policies »

Checked bag limitations »

Specialty and sport items »

# Hazardous items

Hazardous materials will not be accepted as baggage except for limited amounts of dry ice subject to American's rules.

See list of restricted items »

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#### Firearms

Firearms and ammunition will be accepted only as checked baggage, subject to American's rules.

Learn about transporting firearms and ammunition »

#### Live animals

Pets (cats and dogs only) will be accepted as baggage when confined in a container, subject to American's rules and charges. A properly harnessed dog trained to detect explosives and drugs, and dogs for search and rescue will be accepted in the passenger cabin subject to American's rules and at no charge. Such official duty must be documented in writing to the satisfaction of AA. Live animals will not be accepted for interline transfer to other airline flights. Certain restrictions apply for some American Eagle flights. For more information, contact American Airlines reservations.

Traveling with pets »

# Liability

American's liability for loss, damage or delayed delivery of checked baggage, including transfer baggage, is limited to the actual value of the baggage or \$3,500, whichever is less, unless the passenger declares a higher value for loss of baggage, not to exceed \$5,000.00 including the \$3,500 standard liability per passenger and pays American a sum of \$5.00 per \$100.00 (or any portion thereof) of excess value. Excess valuation coverage is not available for and does not apply to items excluded in our liability below.

#### Liability limitations »

American does not assume liability for any of the following items in or as checked baggage: antiques, artifacts, artwork, books and documents, china, computers and other electronic equipment, computer software, fragile items, furs, heirlooms, keys, liquids, money, orthotics, surgical supports, perishable items, photographic, video and optical equipment, precious metals, stones or jewelry (time pieces), securities and negotiable papers, silverware, samples, unique or irreplaceable items or any other similar valuable items.

American does not accept these items in or as checked baggage and assumes no responsibility or liability for such items, regardless of whether American knew or should have known of the presence of such items in checked or transferred baggage. If any such items are lost, damaged or delayed, you will not be entitled to any reimbursement under American's standard baggage liability, or under any declared excess valuation. Do not attempt to check these items. Carry them with you in the passenger cabin (subject to carry-on baggage limitations). Fully collapsible strollers may be carried on board with the passenger as long as they fit in an overhead bin. Strollers exceeding a maximum weight of 20lbs or that are not capable of being transported inside the cabin due to size must be checked at a ticket counter. American will not assume liability when ordinary standard of care is taken.

American assumes no responsibility for loss, damage or delayed delivery of baggage not acceptable for transportation by American as checked baggage and items damaged as a result of items contained in checked or transferred baggage.

Customers with disabilities traveling with wheelchairs or other assistive devices are exempt from liability restrictions for loss, damage or delays to these items.

American assumes no liability for articles carried in the passenger cabin.

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American assumes no liability for minor damage such as scratches, scuffs, stains, dents, cuts and dirt resulting from normal wear and tear.

American assumes no liability for musical instruments/recreational/sports items not presented in a hard-sided case.

American is not responsible for damage to contents if the outside of the hard-sided case is not damaged.

American will assume responsibility for damage to checked luggage when Ordinary Standard of Care is not provided. American assumes no responsibility for damage to or loss of protruding baggage parts such as wheels, straps, pockets, pull handles, hanger hooks or other items attached to the baggage that result from normal wear and tear.

American assumes no liability for any indirect, consequential, incidental, punitive or special damages resulting from loss, damage or delayed delivery of checked or transferred baggage, including, without limitation, damages for lost revenue or profits, loss of use or business interruption.

We may disallow any claim for loss or damage which contains misrepresentations, including false statements concerning whether or not the passenger has made previous claims with American or other carriers and/or where the passenger fails to have the carrier's baggage claim declaration form notarized. AA may also disallow claims when the passenger fails to provide proof of loss in the form of receipts of purchase.

#### Legal action

Legal action premised on or related to damage, delay or loss must be commenced within two years of the date of the incident.

#### Missing items

Items missing from checked baggage must be reported to American before leaving the airport or within 24 hours of the receipt of the bag.

#### Loss / delay

In the case of delay or loss, an initial complaint must be presented to American prior to leaving the arrival airport for which the baggage was checked or should have been checked. At the latest, such initial report must be made within four hours of the arrival of the flight on which the passenger traveled. For passengers purchasing the American Airlines baggage delivery service provided through Bags VIP Luggage Delivery in advance of travel, the initial report must be made within 12 hours of the arrival of the flight on which the passenger traveled.

If compensation is sought for a delay or loss, a written claim, in the form provided by American, must be received by American no later than 45 days after the initial report was presented and recorded by American.

# Damaged baggage

No action shall lie in the case of damage to baggage unless the person entitled to delivery files an initial report with American prior to leaving the arrival airport, or at the latest, within 24 hours from the date of receipt of the baggage.

After the initial report of damage to American, the damaged property must be presented to American for repair within thirty days from the date of the initial report of damage to American.

#### Claims

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Failure to report delayed or damaged baggage or missing contents within the prescribed time limit releases American from liability.

# Acceptance of passengers

American may refuse to transport you, or may remove you from your flight at any point, for one or several reasons, including but not limited to:

- 1. Compliance with government requisition of space.
- 2. Action necessary or advisable due to weather, or other conditions beyond American's control.
- 3. Refusal to permit a search of person or property for explosives or for deadly, controlled, or dangerous weapons, articles or substances.
- Refusal to produce positive identification upon request. 4.
- Your physical or mental condition is such that in American's sole opinion, you are rendered or likely to be rendered 5. incapable of comprehending or complying with safety instructions without the assistance of an attendant.
- Your conduct is disorderly, abusive or violent. 6.
- 7. Appear to be intoxicated or under the influence of drugs.
- Attempt to interfere with any member of the flight crew. 8.
- Have a communicable disease that has been determined by a federal public health authority to be transmissible to 9. other persons in the normal course of flight.
- 10. Refuse to obey instructions from any flight crew member.
- 11. Have an offensive odor not caused by a disability or illness.
- 12. Are clothed in a manner that would cause discomfort or offense to other passengers or are barefoot.
- 13. Engage in any action, voluntary or involuntary, that might jeopardize the safety of the aircraft or any of its occupants.

# TSA Secure Flight Program

The Transportation Security Agency's (TSA) Secure Flight Program requires that American collect additional information from passengers when making a reservation to fly within, into or out of the United States and for point-to-point international flights operated by U.S. based airlines:

- Full name, as it appears on government-issued I.D. approved for use when traveling
- Date of birth
- Gender
- Redress Number (optional)

American may cancel your reservation if the reservation does not include the required Secure Flight Passenger Data (full name, date of birth and gender) at least 72 hours prior to your scheduled departure. This cancellation policy applies to all American Airlines tickets, including tickets for our flights operated by our codeshare partners.

# Acceptance of children

# Accompanied

Children 2 through 14 years of age will be accepted for transportation when accompanied by a passenger at least 16 years of age or parent regardless of age.

Infants at least 2 days of age, but less than 2 years of age, will be accepted when accompanied by a passenger at least 16 years of age, or parent regardless of age subject to:

- For infants 2 through 6 days of age, a medical statement may be required stating the infant is stable for travel
- One infant under 2 years of age accompanied by a fare paying passenger, may be carried at no charge, on his or her lap
- The age of the infant is based on the age at commencement of travel

#### Unaccompanied

A service charge will be assessed for unaccompanied children on all flights.

- Unaccompanied children, a child/minor under 15 years of age, not accompanied on the same flight and in the same compartment by a passenger at least 16 years of age or parent regardless of age.
- Unaccompanied children under 5 years of age will not be accepted under any circumstances.
- Unaccompanied children 5, 6 or 7 years of age will be accepted on a non-stop or through flights only, and must be accompanied by a parent or responsible adult until the child is boarded on the flight and the aircraft has departed the gate. The child must be met at the destination by another parent or responsible adult.
- Unaccompanied children ages 5-7 are restricted on flights scheduled with a change from one aircraft to another type of aircraft before termination, but designated by a single flight number.
- Unaccompanied children 5, 6, or 7 years of age will not be accepted on certain American flights operated in equipment not requiring a flight attendant. Contact American for specific information.
- Unaccompanied children 8 through 14 years of age will be accepted for transportation on non-stop, through or connecting flights. Connecting flights must be through the following airports: CLT, DCA, DFW, JFK, LAX, LGA, MIA, ORD, PHL, PHX. Reservations must be confirmed to the destination. The child must be accompanied by a parent or responsible adult until the child has boarded the flight and the aircraft has departed the gate. The child must be met at the destination by another parent or responsible adult.
- American does not accept unaccompanied children when their itinerary includes a connection to/from another airline, including codeshare and oneworld partners.
- American will not accept reservations or provide transportation for unaccompanied children for any itinerary that includes the last online connecting flight of the day.

American may refuse to provide connection air transportation services at any origination city to an unaccompanied child holding reservations when there is a reasonable likelihood that the child will not make a flight connection, and therefore require overnight accommodations.

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Please note our flight attendants are unable to continuously monitor an unaccompanied child during their flight.

# Refunds

# General refunds

Some tickets are non-refundable. If you have a refundable ticket, American will issue a refund as follows:

- If the ticket is totally unused, the full amount paid will be refunded.
- If the ticket is partially used, the refund will be the difference between the fare paid and the fare for the transportation actually used as determined by the applicable rules.

In addition, if the ticket to be refunded is no longer valid for transportation, an administrative service charge will be assessed upon refund of the ticket. This service charge will be collected by deducting the applicable service charge from the amount which otherwise would be refunded. Tickets will be refunded only to the person named on the ticket as passenger, except that:

- 1. Tickets purchased with a credit card will be refunded only as a credit to the credit card account,
- 2. Tickets issued against a prepaid ticket advice will be refunded only to the purchaser, and
- 3. Tickets issued against a government transportation request will be refunded only to the government agency which issued the transportation request

Once travel has commenced, refund requests for lower fares will not be honored.

American will strive to process eligible refunds in the time frames set out below, upon receipt of all required information.

For all eligible paper and electronic tickets purchased within the U.S. with a credit card or cash, refunds will be provided within 7 business days of receipt of the required refund information. The credit card refund may take up to two billing cycles before appearing on a credit card statement, so you should contact your credit card company directly to verify receipt of the credit. Tickets purchased with a check will be refunded within 20 days of receipt of the required information.

Refunds for electronic tickets may be obtained through the refund section on our website at aa.com or by contacting American Airlines reservations.

Refunds on tickets, paper or electronic, less than \$3,000 can be obtained at any of our U.S. airport ticket offices or City Ticket Offices. All other refund requests should be sent to:

American Airlines Attention: Passenger Refunds 4000 E. Sky Harbor Blvd. Phoenix, AZ 85034

Fax: 800-892-3447 International fax: 480-693-2759

Certain refund requests cannot be accommodated in the time frames discussed above. For example, refunds for lost tickets must be held for 90 days to ensure that they are not found and used. Tickets with adjustments (for example, a customer buys a first class ticket but actually travels in the main or coach cabin) require that we verify the itinerary and class of service flown, and this can take up to 45 days. Tickets that were purchased outside the U.S. require special handling because we must ensure that currency conversion rates are calculated correctly.

https://www.aa.com/i18n/customer-service/support/conditions-of-carriage.jsp?anchorEvent=false&from=footer?#farechanges

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Refund for credit card purchases will be made only to the credit card account.

Service charges are collected for some refunds. No service charges apply for the refund of claims pursuant to Section 649 Sentence 2 BGB.

American assumes no liability for any special, incidental, or consequential damages for instances in which we do not meet our goals for processing refunds.

#### Helpful suggestions

To ensure a prompt refund, you must submit all required documentation and information, including:

- Valid ticket submitted to us before expiration date tickets expire one year from the date of issue
- Original unused flight coupons for paper tickets
- Ticket number for electronic tickets
- Brief written explanation
- Your name, address, and telephone number(s), email address, form of payment used to purchase the ticket

#### Involuntary refunds

In the event the refund is required because of American's failure to operate on schedule or refusal to transport, the following refund will be made directly to you.

- 1. If the ticket is totally unused, the full amount paid (with no service charge or refund penalty), or
- 2. If the ticket is partially used, the applicable fare for the unused segment(s)

American shall not be obligated to refund any portion(s) of a ticket which does not reflect a confirmed reservation on an American flight involved in a schedule irregularity, unless such ticket was issued by American.

Whether the refund is voluntary or involuntary, American reserves the right to refuse to make any refund in a currency other than the currency of purchase or in a country other than country of purchase.

# Optional products and services

The following optional products and services will be eligible for a refund if you are unable to use the product or receive the service due to denied boarding (either voluntary or involuntary) caused by an oversold flight. If the product and/or service was provided on an alternate flight, no refund will be provided.

Optional products and services potentially impacted by flight oversales include but are not limited to:

- Main Cabin and Preferred Seats
- Priority boarding
- Checked bag charge
- Same-day flight change
- Baggage fees and charges (including excess baggage, pets, sports or hunting equipment, etc.)

If your optional product or service purchase meets the above eligibility and you wish to submit a refund request, you will be required to mail in your original documents to American Airlines before your request can be processed.

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For regular mail: American Airlines Attention: Passenger Refunds 4000 E. Sky Harbor Blvd. Phoenix, AZ 85034

Fax: 800-892-3447 International fax: 480-693-2759

When submitting a refund request please include:

- The passenger's name
- Address
- The form of payment used (including the last four digits of the credit card number, if applicable)
- The ticket number(s)
- The date of travel
- The departure city and destination city
- Original receipt for optional product purchase/fee payment

# Ticket validity

A valid ticket must be presented for transportation. Tickets for itineraries with more than one flight segment must be used in accordance with the sequence of flights as they appear in the ticketed itinerary and receipt. If a paper ticket, the unused flight coupons must be presented attached to the passenger receipt coupon. American has the right, in its sole discretion, to confiscate any ticket that has been altered, mutilated, or improperly issued or which has been improperly presented or presented by someone other than the passenger named on the ticket.

Tickets are valid for use, reissue or refund only by the passenger named on the ticket. Unless otherwise indicated, tickets are not transferable. American is not liable to the owner of a ticket for honoring or refunding a ticket presented by another person.

#### Period of validity

Unless your ticket indicates otherwise, tickets are valid for transportation for one year from date of initial use, or if unused, for one year from date of purchase.

#### Refundable ticket validity - voluntary changes

The ticket will be valid as follows:

- Wholly unused tickets: Travel must commence within one year from the original ticket issue date. For example; if a ticket is issued on June 1, 2016, the new ticket travel must commence no later than June 1, 2017.
- Partially used tickets: Unless otherwise specified in the fare rule, travel must be completed within one year from the outbound travel date.

Any fare difference must be paid and tickets must be reissued when the itinerary is rebooked.

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#### Non-refundable ticket validity

If the ticketed reservations are canceled prior to the ticketed departure time, the ticket will be valid as follows:

- Wholly unused tickets: Travel must commence with one year from the original ticket issue date. For example; if a ticket is issued on June 1, 2016, the new ticket travel must commence no later than June 1, 2017.
- Partially used tickets: Unless otherwise specified in the fare rule, travel must be completed within one year from the outbound travel date.

Any fare difference and applicable change fees must be paid and tickets must be reissued when the itinerary is rebooked.

# Ticket validity: Compliance with terms and conditions of sale

Tickets are valid for travel only when used in accordance with all terms and conditions of sale. Terms and conditions of sale include, but are not limited to:

- 1. The passenger's itinerary, as stated on the ticket or in the passenger's reservation record
- 2. Any requirement that the passenger stay over a specified date or length of time (for example, Saturday night or weekend) at the destination specified on the ticket
- 3. Any special purpose or status (for example, age in the case of senior citizen or children's discounts, military status in the case of a military fare, official government business in the case of a government fare, or attendance at a qualified event in the case of a meeting or convention fare) that entitles the passenger to a special or reduced rate
- 4. Any other requirement associated with the passenger's fare level

Unless a ticket is reissued by American or its authorized agent upon payment of applicable charges, or an authorized representative of American waives applicable restrictions in writing, a ticket is invalid:

- 1. If used for travel to a destination other than that specified on the ticket
- 2. If the passenger fails to comply with applicable stay-over requirements
- 3. If the passenger does not meet the purpose or status requirement associated with the fare category on the ticket
- 4. If American determines that the ticket has been purchased or used in a manner designed to circumvent applicable fare rules

#### American specifically prohibits practices commonly known as:

- Back-to-back ticketing: The combination of two or more roundtrip excursion fares end to end for the purpose of circumventing minimum stay requirements.
- Throwaway ticketing: The usage of roundtrip excursion fare for one-way travel.
- Hidden city / point beyond ticketing: Purchase of a fare from a point before the passenger's actual origin or to a point beyond the passenger's actual destination.

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#### Conditions of Carriage - Support - American Airlines

- Duplicate and impossible/illogical bookings: Duplicate or impossible/illogical American Airlines bookings are prohibited without prior authorization from American Airlines. A duplicate or impossible/illogical booking includes, but is not limited to, bookings for the same passenger on flights traveling on or about the same date between one or more of the same or nearby origin and/or destination (such as JFK to DFW and LGA to DFW or DFW to LAX and DFW to ONT), or bookings with connections that depart before the arrival of the inbound flight.
- Fraudulent, fictitious and abusive bookings: Fraudulent, fictitious and/or abusive bookings are prohibited. These types of bookings are defined as any bookings made without having been requested by or on behalf of the named passenger. Additionally, creating bookings to hold or block seats for the purpose of obtaining lower fares, AAdvantage award inventory, or upgrades that may not otherwise be available, or to gain access to airport facilities, or to circumvent any of American Airlines' fare rules or policies, is prohibited without prior authorization from American Airlines.

Where a ticket is invalidated as the result of the passenger's non-compliance with any term or condition of sale, American has the right in its sole discretion to:

- 1. Cancel any remaining portion of the passenger's itinerary
- 2. Confiscate unused flight coupons
- 3. Refuse to board the passenger or check the passenger's luggage
- 4. Refuse to refund an otherwise refundable ticket
- 5. Assess the passenger for the reasonable remaining value of the ticket, which shall be no less than the difference between the fare actually paid and the lowest fare applicable to the passenger's actual itinerary

# Lowest fare availability / 24 hour refund

Customers calling our reservations office or visiting our airline ticket offices or ticket counters will be offered the lowest available fare (exclusive of internet-only fares) when specific dates and times are provided. In the event the lowest available fare is not quoted, American's liability is limited to the difference between the fare quoted and the lowest available fare for which the customer was eligible at that time.

When you purchase a ticket 2 or more days prior to departure by telephone with American Airlines Reservations or via aa.com for American Airlines flights (including American Airlines flights operated by codeshare partners), you have up to 24 hours from the time of ticket purchase to receive a full refund for your ticket. After 24 hours have elapsed, normal refund policies apply to the ticket. If you elect to make changes to the itinerary after the 24 hour time period, a change fee may apply and the ticket price may also change depending on the fare purchased.

# Customers with disabilities

American endeavors to provide passengers with disabilities dignified, professional, and courteous service at all times. We have a team of employees who regularly consult with disability advisory groups on the quality of our service.

### **Reservations Special Assistance Coordinators**

https://www.aa.com/i18n/customer-service/support/conditions-of-carriage.jsp?anchorEvent=false&from=footer?#farechanges

American reservations offices maintain a staff of Special Assistance Coordinators (SAC) who work with customers who have identified themselves as having disabilities. The reservations representative who responds to the customer's initial call passes pertinent information to a SAC who calls the customer back. A toll-free number exists for customers with disabilities to follow-up on travel arrangements with the SAC office. Airport and in-flight personnel are notified of special service requests.

#### Pre-reserved seats

American blocks a limited number of seats on each aircraft to accommodate customers who identify themselves as having a qualified disability. Adjacent seats are provided, under certain circumstances, for customers with disabilities who must travel with a companion for assistance.

#### Assistive devices

American accepts motorized and non-motorized assistive devices for transport. When necessary, we will disassemble and reassemble wheelchairs or assistive devices for customers when they travel. American provides storage for one passenger's collapsible, manual wheelchair in the cabin of each jet aircraft. This service is available on a first-come, first served basis, and has priority over carry-on baggage belonging to other customers who board at the same city, provided the customer follows the pre-boarding procedure. In-cabin stowage space for assistive devices cannot be pre-reserved, but American accepts carry-on wheelchairs, provided they collapse to fit in an overhead bin or under a seat. Non-collapsible wheelchairs/scooters are accepted as checked baggage. These items can be checked at the main ticket counter or the departure gate. American offers a special wheelchair service that allows you to check your wheelchair at the departure gate and claim it at your arrival gate free of charge. Although you can arrange to claim your chair at the connecting city we recommend that the chair be checked through to the final destination. The additional time required to claim and re-check your chair at the connecting city may compromise your ability to make your connection. American has wheelchairs and our representatives provide wheelchair service at connecting airports. Please let us know you will need this assistance when making your reservation. Assistive devices approved for cabin transport do not count towards the combined number of checked and carry-on baggage a passenger is allowed, nor do they count towards the limit of carry-on items you may bring on board.

#### Boarding assistance

If you have special needs, upon request, pre-boarding assistance will be provided to you, allowing you the opportunity to be seated prior to general boarding. A special aisle chair is available to assist you if you are unable to walk, and all of our jet aircraft are equipped with specially designed seats that feature moveable aisle armrests to help make seating easier.

#### Medical oxygen

Only portable oxygen concentrators (POCs) approved by the FAA are accepted for inflight medical oxygen. A 48-hour notice is required. Contact American Airlines at 1-800-433-7300 to obtain information regarding the required medical paperwork.

#### Complaint resolution officials for customers with special needs

We have employees at airports who are trained as local complaint resolution officials (LCRO) and are available during operating hours. A corporate complaint resolution official is available to assist LCROs 24 hours per day, seven days per week.

# Optional products and services

Optional products and services may be purchased à la carte or in a bundle at the discretion of the traveler. Optional products and or services may be purchased to be used in conjunction with an American Airlines flight. Specific terms and conditions are incorporated herein by reference and can be found on each optional product or service page:

Five Star Service »

In-flight internet »

Main Cabin Extra » Mileage Multiplier » Paid LFB Upgrade » Preferred Seats » Same-day flight change »

# Aircraft information

American Airlines reservations representatives will advise you when it will be necessary for you to move from one aircraft to another during your travel, including when the flight number remains the same.

American Airlines reservations representatives are able to provide you with a wide variety of information related to the American Airlines fleets. Aircraft configuration, seat size, and seat pitch are just a few examples of information that can be obtained from our reservations representatives. This information is also available at the AA.com website.

# Customer Relations

Our Customer Relations department is dedicated to addressing customer comments and unresolved concerns. The Customer Relations department will respond to our customer's written complaints within 60 days. Customer Relations can be reached at:

U.S. Mail/Overnight Mail: American Airlines Customer Relations 4000 E. Sky Harbor Blvd. Phoenix, AZ 85034 Phone: 817-786-3778 Fax: 480-693-2300

Email AA Customer Relations @

# Delays, cancellations and diversions

#### Case 9:18-cv-80633-RLR Document 1-1 Entered on FLSD Docket 05/14/2018 Page 104 of 8/11/2017 Conditions of Carriage – Support – American Airlines

American Airlines will provide customers at the airport and onboard an affected aircraft with timely and frequent updates regarding known delays, cancellations and diversions and will strive to provide the best available information concerning the duration of delays and to the extent available, the flight's anticipated departure time.

We are not responsible for any special, incidental or consequential damages if we do not meet this commitment.

When cancellations and major delays are experienced, you will be rerouted on our next flight with available seats. If the delay or cancellation was caused by events within our control and we do not get you to your final destination on the expected arrival day, we will provide reasonable overnight accommodations, subject to availability.

In extreme circumstances, it is possible that a flight will cancel while on the ground in the city to which it was diverted. When this happens you will be rerouted on the next American flight with available seats, or in some circumstances on another airline or some other alternative means of transportation. If we are unable to reroute you, reasonable overnight accommodations will be provided by American, subject to availability.

American will provide amenities for delayed passengers, necessary to maintain the safety and/or welfare of certain passengers such as customers with disabilities, unaccompanied children, the elderly or others to whom such amenities will be furnished consistent with special needs and/or circumstances.

# Essential needs during extraordinary delays

In the case of extraordinary events that result in very lengthy onboard delays, American will make every reasonable effort to ensure that essential needs of food (snack bar such as Nutri-Grain®), water, restroom facilities, and basic medical assistance are met.

We are not responsible for any special, incidental or consequential damages if we do not meet this commitment.

# Authority to change contract

No agent, employee or representative of American has authority to alter, modify or waive any provision of the Conditions of Carriage unless authorized in writing by a corporate officer of American.

# Frequent flyer award disclosure

An annual report of award redemption will be published, both at the aa.com website and in the AAdvantage Newsletter.

# Choice of law

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8/11/2017

#### Conditions of Carriage - Support - American Airlines

These Conditions of Carriage are governed by and are to be interpreted in accordance with the laws of the State of Texas.

# Service with domestic codeshare partners

American will make our Customer Service Plan readily available to all of our domestic codeshare partners and, to the extent possible, make every reasonable effort to ensure our partners offer comparable levels of service.

#### 🗇 Back to top

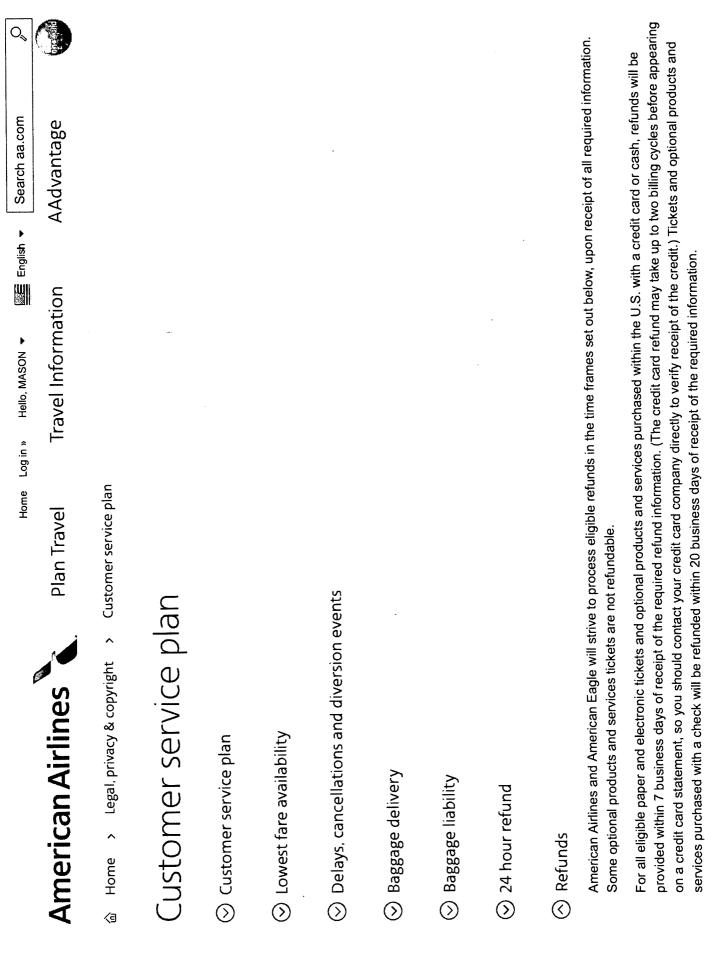
Help	About American	Extras	ESS
Contact American	About us	Business programs	have the
Receipts and refunds	Careers 🖄	Gift cards 🕼	Limited-time offer: Earn 75,000 bonus miles after qualifying purchases
FAQs	Investor relations 团	American Airlines credit card	<b>Buy</b> Miles
Agency reference	Newsroom 🖉	Trip insurance	Get up to 85,000 bonus miles
Cargo 🕼	Legal, privacy, copyright	CoBrowse	through August 31
Baggage and optional service fees	Browser compatibility		AVIS' Ma Budget' Up to 35% savings
Customer service and contingency plans	Web accessibility		plus AAdvantage <sup>e</sup> miles
Conditions of carriage and tariffs			

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# Exhibit 12



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American
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4/11/2018

addition, refunds on tickets (paper and electronic) less than \$3,000 can be obtained at any of our U.S. airport ticket offices or city ticket offices. All other Refunds for electronic tickets can be obtained by contacting our Reservations department or through the Refund section on our website at aa com. In refund requests should be sent to:

Attention: Passenger Refunds 4000 E. Sky Harbor Blvd Phoenix, AZ 85034 American Airlines

International fax: 480-693-2759 Fax: 800-892-3447

coach cabin) require that we verify the itinerary and class of service flown, and this can take up to 45 days. Tickets purchased through a wholesaler that Certain refund requests cannot be accommodated in the time frames discussed above. For example, refunds for lost tickets must be held for 90 days to ensure that they are not found and used. Tickets with adjustments (for example, a customer buys a First Class ticket but actually travels in the main or include non air portions cannot be processed as they are handled by the tour provider. Tickets that were purchased outside the U.S. require special handling because we must ensure that currency conversion rates are calculated correctly.

Refunds for credit card purchases will be made only to the credit card account. Service charges are collected for some refunds (e.g., lost tickets).

# Helpful suggestions:

To ensure a prompt refund, you must submit all required documentation and information, including:

Valid ticket or optional products and services receipt submitted to us before expiration date (tickets and optional services expire one year from the date of issue)

- Original unused flight coupons for paper tickets
- Ticket number for electronic tickets
- Brief written explanation
- Your name, address, and telephone number(s)
- Form of payment used to purchase the ticket

View additional documents or get help  $\ensuremath{\mathbb{Z}}$ 

Accommodation of customers with special needs

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 $\bigcirc$  Check-in requirements and baggage acceptance cutoff times

Customer loyalty program - Advantage

Other travel policies

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FAQs

Legal, privacy, copyright Browser compatibility

Web accessibility

Customer service and contingency plans

Conditions of carriage

Bag and optional fees

Cargo l<sup>[</sup>]

Get up to 115,000 bonus miles

**Buy**Miles

American Airlines credit card

Trip insurance

CoBrowse

Business programs

Gift cards l

through April 28

AVIS' MBudget

plus Advantage<sup>®</sup> miles

Up to 35% savings

after qualifying purchases

Earn 50,000 bonus miles

团 Link opens in new window. Site may not meet accessibility guidelines.



https://www.aa.com/i18n/customer-service/support/customer-service-plan.jsp#guaranteedfares

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# Exhibit 13

Case 9:18-cv-80633-RLR Document 1-1 Entered on FLSD Docket 05/14/2018 Page 112 of 10/29/2017 Optional service Tees - Support - American Airlines							
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American Ainines AAdvantage							

# Optional service fees

AAdvantage » AV and sports equipment » Baggage » Children and animals » Food and drink » Inflight products and services » Other airlines »

Region definitions »

Ticketing and other fees »

Wi-Fi and entertainment »

Baggage fees

### Carry-on baggage

You're allowed 1 carry-on bag and 1 personal item in all cabins. If you bought a Basic Economy ticket you're only allowed 1 personal item.

Carry-on baggage »

Basic Economy »

#### Checked baggage

See which countries are included in each region »

Are my bags free? »

#### First bag

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Within and between U.S., Puerto Rico and U.S. Virgin Islands	\$25*	\$0	\$0	\$0	· ·
Between Canada and U.S., Puerto Rico and U.S. Virgin Islands	\$25*	-	\$0	\$0	

https://www.aa.com/i18n/customer-service/support/optional-service-fees.jsp

# Case 9:18-cv-80633-RLR Document 1-1 Entered on FLSD Docket 05/14/2018 Page 113 of 140 Optional service fees - Support - American Aidines

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Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Between Mexico, Caribbean (excluding Cuba and Haiti), Central America and U.S., Puerto Rico, U.S. Virgin Islands, Canada Or between Mexico, Caribbean and Central America	\$25*	<b>—</b>	\$0	\$0	\$25 seasonal fee for SAL flights June 20 - August 9, 2017 and December 8 - 24, 2017
From U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean) to Cuba	\$25	_	\$0	\$0	One-way into Cuba \$25 fee. Round-trips originating in the U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean) pay \$0 for 1st bag on the return.
From Cuba to U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean)	\$0	_	\$0	\$0	
To or from Haiti	\$0	\$0	\$0	\$0	
To or from South America (excluding Brazil)	\$0*	\$0	<b>\$0</b>	\$0	\$25 1st bag fee applies for CLO flights June 20 - August 9, 2017 and December 8 - 24, 2017
To or from Brazil	\$0	\$0	\$0	\$0	ne en e

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0ptional service fees - Support - American Airlines

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes	
Between Europe and U.S., Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil) Or connecting via Europe to another destination	\$0	\$0	\$0	\$0		
To or from China, Japan, South Korea, Hong Kong, Australia and New Zealand	\$0	\$0	\$0	\$0		17. at 4

\*Charge applies unless you qualify for other exceptions.

View exceptions and checked baggage limitations »

#### Second bag

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Within and between U.S., Puerto Rico and U.S. Virgin Islands	\$35*	\$35*	\$0	\$0	
Between Canada and U.S., Puerto Rico and U.S. Virgin Islands	\$35*	-	\$0	\$0	
Between Mexico, Caribbean (excluding Cuba) or Central America and U.S., Puerto Rico, U.S. Virgin Islands or Canada	\$40*	_	\$0	\$0	\$40 2nd bag fee applies year round for PTY \$55 2nd bag fee applies for SAP, TGU and PAP flights June 20 - August 9, 2017 and December 8 - 24, 2017.

#### Case 9:18-cv-80633-RLR Document 1-1 Entered on FLSD Docket 05/14/2018 Page 115 of

10/29/2017

0ptional service fees - Support - American Airlines

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
From U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean) to Cuba	\$40	_	\$0	\$0	Round-trips originating in the U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean) pay \$0 for 2nd bag on the return.
From Cuba to U.S. (including Puerto Rico, U.S. Virgin Islands, Canada, Mexico and the Caribbean)	\$0	_	\$0	\$0	Round-trips originating in Cuba pay \$40 for 2nd bag on the return.
Between South America (excluding Brazil) and the U.S., Puerto Rico, U.S. Virgin Islands, Canada and Europe	\$0	\$0	\$0	\$0	• • • • • • • • • • • • • • • • • • •
To or from South America (excluding Brazil)	\$0*	\$0	\$0	\$0	\$40 2nd bag fee applies year round for GYE and UIO. \$55 2nd bag fee applies year round for BAQ, BOG, MDE and CLO (for trips booked on or after April 12, 2017).
					\$55 2nd bag fee applies year round for CCS and MAR (for trips booked on or after April 12, 2017).
To or from Brazil	<b>\$</b> 0	\$0	\$0	<b>\$</b> 0	
Between Europe and U.S., Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil)	\$100*	\$100*	\$0	\$0	· · · · · · · · · · · · · · · · · · ·

#### Case 9:18-cv-80633-RLR Document 1-1 Entered on FLSD Docket 05/14/2018 Page 116 of

Optional service tees - Support - American Airlines

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
To or from China, Japan, South Korea, Hong Kong, Australia and New Zealand	\$0	\$0	\$0	\$0	

\*Charge applies unless you qualify for other exceptions.

View exceptions and checked baggage limitations »

#### Third bag

10/29/2017

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Within and between U.S., Puerto Rico and U.S. Virgin Islands	\$150	\$150	\$150	\$150*	*3rd checked bag will be \$150 for First Class on two-cabin aircraft. No charge for 3rd checked bag in First Class cabin on three- cabin aircraft.
Between Canada and U.S., Puerto Rico and U.S. Virgin Islands	\$150	 _	\$150	\$150*	*3rd checked bag will be \$150 for First Class on two-cabin aircraft. No charge for 3rd checked bag in First Class cabin on three- cabin aircraft.
Between Mexico, Caribbean or Central America, South America (excluding Brazil) and U.S., Puerto Rico, U.S. Virgin Islands or Canada Or between the Caribbean and Central America	\$150	\$150	\$150	۲ \$0*	Year-round limitations apply on baggage and the number of boxes allowed for travel to Bolivia. *3rd checked bag will be \$150 for First Class on two-cabin aircraft.

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10/29/2017

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
To or from Brazil	\$85	\$85	\$85	\$0*	Year-round limitations apply on baggage and the number of boxes allowed for travel to select cities in Brazil. *3rd checked bag will be \$85 for First Class on two-cabin aircraft.
Between Europe and U.S., Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil)	\$200	\$200	\$200	\$0*	*3rd checked bag will be \$200 for First Class on two-cabin aircraft.
To or from China, Japan, South Korea, Hong Kong, Australia and New Zealand	\$200	\$200	\$200	\$0*	*3rd checked bag will be \$200 for First Class on two-cabin aircraft. 20,000JPY for travel originating in Japan.

#### Fourth bag +

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Within and between					
U.S., Puerto Rico and U.S. Virgin Islands	\$200	\$200	\$200	\$200	
Between Canada and	waxaan waa ili ah kawaa ah kawaa ka ka	and and the second second	ta in svirt s	an a	الم
U.S., Puerto Rico and U.S. Virgin Islands	\$200	_	\$200	\$200	
- 		المراجعة المراجعة			المراجع المراجع المحاج والمراجع المراجع

# Case 9:18-cv-80633-RLR Document 1-1 Entered on FLSD Docket 05/14/2018 Page 118 of /29/2017 Optional service tees - Support - American Airlines

10/29/2017

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Between Mexico, Caribbean or Central America, South America (excluding Brazil) and U.S., Puerto Rico, U.S. Virgin Islands or Canada Or between the Caribbean and Central America	\$200	\$200	\$200	\$200	Year-round limitations apply on baggage and the number of boxes allowed for travel to Bolivia
	87 - 1997 A	· · ·			Year-round limitations
To or from Brazil	\$85	\$85	\$85	\$85	apply on baggage and the number of boxes allowed for travel to select cities in Brazil
Between Europe and	and an an and an	en av exercite a sec	an an an an an Araba. An An	a an	
U.S., Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil)	\$200	\$200	\$200	\$200	
To or from China,					
Japan, South Korea, Hong Kong, Australia and New Zealand	\$200	\$200	\$200	\$200	20,000JPY for travel originating in Japan
If you have additional quest	tions, we can help				
Reservations and ticket cha	anges »				
Learn more about checked	baggage »				
Overweight bagg	gage				
Over 51 lbs/23 kgs to 7	0 lbs/32 kgs*				
Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Within and between J.S., Puerto Rico and J.S. Virgin Islands	\$100	\$100	\$0	\$0	· · · ·
Between Canada and J.S., Puerto Rico and J.S. Virgin Islands	\$100	ta na gazota y ternola	\$0	\$0	· · · · · · · · · · · · · · · · · · ·
Between Mexico, Caribbean or Central America, South America excluding Brazil) and J.S., Puerto Rico, U.S. /irgin Islands or Canada Dr between the Caribbean and Central America	\$100	\$100	\$0	\$0	· · · · · · · · · · · · · · · · · · ·
ō or from Brazil	\$0	\$0 <sub>.</sub>	\$0	\$0	Year-round limitations apply on baggage an the number of boxes allowed for travel to select cities in Brazil
Between Europe and J.S., Puerto Rico, U.S. /irgin Islands, Canada, Mexico, Caribbean, Central America and South America excluding Brazil)	\$100	\$100	\$0	\$0	
To or from China, Japan, South Korea, Hong Kong, Australia and New Zealand	\$100	\$100	\$0	\$0	10,000JPY for travel originating in Japan

Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
ing a second					· · · · · · · · · · · · · · · · · · ·

9/2017		Optional service fees	cappert thread		
Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Vithin and between J.S., Puerto Rico and J.S. Virgin Islands	\$200	\$200	\$200	\$200	
Between Canada and J.S., Puerto Rico and J.S. Virgin Islands	\$200	_	\$200	\$200	
Between Mexico, Caribbean or Central America, South America excluding Brazil) and J.S., Puerto Rico, U.S. /irgin Islands or Canada Or between the Caribbean and Central America	\$200	\$200	\$200	\$200	ι, το το το το στος τους στος μεγονογιας τ
o or from Brazil	\$200	\$200	\$200	\$200	Year-round limitation apply on baggage an the number of boxes allowed for travel to select cities in Brazil
Between Europe and J.S., Puerto Rico, U.S. /irgin Islands, Canada, Mexico, Caribbean, Central America and South America excluding Brazil)	Not accepted	Not accepted	Not accepted	Not accepted	
o or from Australia and Iew Zealand	Not accepted	Not accepted	Not accepted	Not accepted	
o or from China, apan, South Korea and long Kong	\$450	\$450	\$450	\$450	

\*More than one fee may apply per bag, for example the checked bag fee + oversize fee + overweight fee.

Learn more about overweight baggage »

Learn more about baggage limitations »

Case 9:18-cv-80633- 10/29/2017 Oversize baggage		ent 1-1 Enter 14 Optional service feet			4/2018 Page 121 of
Larger than 62 in/157 o	:m*				
Regions	Main Cabin	Premium Economy	Business Class	First Class	Notes
Within and between U.S., Puerto Rico and U.S. Virgin Islands	\$200	\$200	\$200	\$200	
Between Canada and U.S., Puerto Rico and U.S. Virgin Islands	\$200		\$200	\$200	
Between Mexico, Caribbean or Central America, South America (excluding Brazil) and U.S., Puerto Rico, U.S. Virgin Islands or Canada Or between the Caribbean and Central America	\$200	\$200	\$200	\$200	Year-round limitations apply on baggage and the number of boxes allowed for travel to Bolivia
To or from Brazil	\$150	\$150	\$150	\$150	Year-round limitations apply on baggage and the number of boxes allowed for travel to select cities in Brazil
Between Europe and U.S., Puerto Rico, U.S. Virgin Islands, Canada, Mexico, Caribbean, Central America and South America (excluding Brazil)	<b>\$150</b>	\$150	\$150	\$150	Baggage more than 126 in/320 cm will not be accepted for the U.K.
To or from China, Japan, South Korea, Hong Kong, Australia and New Zealand	\$200	\$200	\$200	\$200	20,000JPY for travel originating in Japan

\*More than one fee may apply per bag, for example the checked bag fee + oversize fee + overweight fee.

10/29/2017

Optional service lees - Support - American Airlines

Learn more about baggage limitations »

If you have questions about baggage fees, please contact Reservations.

Reservations and ticket changes »

# AV and sports equipment

#### Audiovisual equipment

If you are checking audiovisual equipment, standard baggage fees apply unless you're an eligible member of a media or entertainment company for which special rates apply.

Learn more about traveling with audiovisual equipment »

#### Sports equipment

For all classes of service, standard first, second, additional, overweight or oversize bag fees apply for:

- Archery equipment
- Fishing gear

Oars

- Backpack or knapsack
- Boogie, skim or speed boards
- Bowling balls
- Camping equipment
- 1 Golf equipment for Brazil only \$42.50

2 One hockey stick and one hockey bag count as one piece

3To, through or from London Heathrow (LHR) - \$80 per case

4One ski bag and one ski boot bag count as one piece Ski equipment for Brazil only - \$28.05

#### For all classes of service, \$150 charge applies for:

Antlers

Bicycles<sup>5</sup>

Kiteboards<sup>6</sup>

Kitesurf

- Surfboards<sup>6</sup>
  - Wakeboards<sup>6</sup>
- Wave ski<sup>6</sup>
- Windsurf

- Hang Gliders
- Scuba Gear (with tanks)

- Tennis rackets
- Tent or sleeping bag
- Water skis4

- Golf clubs<sup>1</sup> Hockey or lacrosse2
- tanks)
  - Shooting equipment<sup>3</sup>
  - Skateboard
  - Snow skis4

Snowboards4

# Scuba gear (without)

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Optional service fees - Support - American Airlines

5If bicycle and container are less than 62 dimensional inches and under 50 lbs, you'll pay the applicable charge for the first checked bag.

6If kiteboard/wakeboard/wave skis are less than 62 dimensional inches and 50 lbs, you'll pay the applicable charge for the first checked bag.

For Brazil only: Maximum surfboard length of 108 in., not included in checked bag allowances. First surfboard charge is \$42.50; additional surfboards are \$85.00.

Lightweight surfboards packaged in a single bag that weighs less than 70 lbs will be accepted/charged as a single surfboard.

Learn more about traveling with specialty and sports equipment »

# Inflight products and services

Product or service*	Main Cabin	Premium Economy	Business	First	Notes
Preferred seats	\$4-\$139		, to state as		Per flight; price varies by flight
Main Cabin Extra	\$20-\$280				Per flight; price varies by flight
Priority	\$9-\$74		, ,		Each way; price varies by itinerary
Extended hold	\$10-\$16		\$20-\$30	\$20-\$30	Per passenger, per booking on eligible itineraries. Price varies on number of days held (3, 5 or 7 days). Extended hold options not available on all flights.
Paid upgrade		\$40-\$90 per 500 mile segment	\$40-\$90 per 500 mile segment	\$40-\$90 per 500 mile segment	Per passenger on eligible itineraries. Price on some international itineraries may be outside the adjacent price range due to currency fluctuations and taxes
w line elementary was structured as a sub-	- mail of the state of the state	a a sa sa sa sa sa			
Five Star ServiceSM					\$250-\$300 at select airports

\*AAdvantage elite members receive complimentary access to some options.

AAdvantage elite benefits »

# Children and animals

Service	Main Cabin	Premium Economy	Business	First	Notes
Unaccompanied minor	\$150 + tax	\$150 + tax	\$150 + tax	\$150 + tax	Pricing applies each way
Service animals providing assistance for traveler	\$0	\$0	\$0	\$0	Certain restrictions apply based on your itinerary; not allowed for transporting an animal for training
Carry-on pet Within/between U.S. and Canada, Mexico, Central America, Colombia and Caribbean (if the country allows entry); not allowed to Hawaii	\$125	\$125	\$125	\$125	Per kennel
Checked pet Within/between U.S. and Canada, Mexico, Central and South America, Caribbean	\$200	\$200	\$200	\$200	Per kennel
Checked pet Between the U.S. and Brazil	\$150	\$150	\$150	\$150	Per kennel

Learn more about unaccompanied minor fees »

Learn about traveling with service animals »

Can my pet travel? »

# AAdvantage

#### AAdvantage 500 mile upgrades

\$40 (including taxes) per upgrade

Learn more about 500 mile upgrades »

#### AAdvantage mileage award upgrades

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#### Optional service tees - Support - American Airlines

Depending on your purchased fare and geographic region, a non-refundable cash co-payment from \$75 to \$550 for each one-way trip (inclusive of federal excise taxes) for your AAdvantage upgrade awards may be needed. Additional taxes and fees may also apply.

Learn more about mileage upgrades »

#### AAdvantage Mileage Multiplier

Approximately \$0.03/mile (plus 7.5% federal excise tax)

Learn more about Mileage Multiplier »

#### Buy miles

- \$0.0295 per mile (plus 7.5% federal excise tax)
- \$20 \$40 transaction processing charge

#### Gift miles

- \$0.0295 per mile (plus 7.5% federal excise tax)
- \$20 \$40 transaction processing charge

#### Share miles

- \$0.0125 mileage transfer cost per mile
- \$15 \$40 transaction processing charge

Buy, Gift or Share AAdvantage miles »

#### **Reactivate miles**

- \$200 for 1 50,000 expired miles
- \$400 for 50,001 75,000 expired miles
- \$600 for more than 75,000 expired miles

Reactivate AAdvantage miles »

#### AAdvantage award processing

- \$75 for award tickets booked or mileage upgrades requested less than 21 days prior to departure
- AAdvantage Executive Platinum, Platinum Pro, Platinum or Gold members using miles from your account are exempt from the fee

#### Changing flight award tickets

- \$150 per ticket
- A charge may apply if you make changes to award tickets
- Advantage Executive Platinum members using miles from your account are exempt from the fee

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Optional service fees - Support - American Airlines

Reinstating award tickets

- \$150 per account for the first award ticket. Additional award tickets reinstated to the same account at the same time will be \$25 per ticket
- Miles may be reinstated to your account for an unused AAdvantage flight award if your ticket has not expired
- AAdvantage Executive Platinum members using miles from your account are exempt from the fee

Learn more about award travel »

# Food and drink

Service	Main Cabin⁺	Business Class	First Class	Notes
Food for sale	\$2-\$10	\$0	\$0	Food selections vary by month
Beer	\$7	\$0	\$0	Complimentary beer varies by flight and is available in the Main Cabin of select international flights
Spirits and wine	\$8	\$0	\$0	Complimentary spirits and wine vary by flight and are available in the Main Cabin of select international flights
Sparkling wine	\$9	\$0	\$0	Offered on transcontinental and Hawaii flights and \$0 on select international flights
Premium wine	\$15.99	\$0	\$0	Offered on transcontinental, Hawaii and select international flights
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\*ConciergeKeySM and Executive Platinum members traveling in the Main Cabin get a complimentary drink and snack.

# Wi-Fi and entertainment

Service	Main Cabin	Business Class	First Class	Notes	
<ul> <li>Deliver 1 - Report of Water</li> </ul>	ter and the second s	n a tanan ara ara ara ara ara ara ara ara ara		na na sana amangana na sana sa	

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	·	otional service fees - Support - A		
Service	Main Cabin	<b>Business Class</b>	First Class	Notes
Domestic inflight Wi- Fi	\$2.50 - \$50	\$2.50 - \$50	\$2.50 - \$50	Monthly and annua subscriptions also available at a flat rate
International inflight Wi-Fi	\$12 - \$19	\$12 - \$19	\$12- \$19	
In-seat entertainment	\$0	\$0	\$0	
Wireless entertainment	\$0	\$0	\$0	
Earbuds	\$5*	\$0	\$0	*Complimentary in the Main Cabin on international flights

#### Learn about inflight Wi-Fi and connectivity »

Learn about inflight entertainment »

# Ticketing and other fees

Service*	Main Cabin	Premium Economy	Business	First	Notes
Same-day flight change	\$75-\$150 unless you qualify for other exceptions		\$O	\$0	\$75 for domestic, Canada and Caribbean; \$150 for transatlantic travel between JFK-LHR
Customers requiring extra space	2 tickets at the same rate if arranged when you buy the original ticket	Higher rate may apply for additional space if advanced arrangements are not made			

10/29/2017		Optional service fe	10 es – Support – Amer	rican Airlines	
Service*	Main Cabin	Premium Economy	Business	First	Notes
Tickets issued by Reservations	\$25 - domestic travel \$35 - international travel \$30 -	\$25 - domestic travel \$35 - international travel	\$25 - domestic travel \$35 - international travel \$30 -	\$25 - domestic travel \$35 - international travel \$30 -	Fees vary by country
Award tickets issued by Reservations	domestic travel \$40 - international travel		domestic travel \$40 - international travel	domestic travel \$40 - international travel	Fees vary by country
Assistance by Reservations	\$50	\$50	\$50	\$50	Applies for voluntary trip changes not initially created by American Airlines Reservations or on aa.com
Tickets issued by American Airlines travel centers	\$35	\$35	\$35	\$35	Due to government requirements, a higher charge may apply in Colombia and Chile
Voluntary change to ticket before day of travel	\$200 - domestic travel Up to \$750 - international travel	Up to \$750 - international travel	\$200 - domestic travel Up to \$750 - international travel	\$200 - domestic travel Up to \$750 - international travel	Charge varies depending on type of ticket purchased
Gate service fee	\$25 / bag checked at the gate on Basic Economy fare				

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\*AAdvantage elite status members are exempt from some fees.

AAdvantage elite benefits »

Customers eligible for complimentary standby »

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 Same-day flight changes »
 Customers requiring extra space »

 Reservations & tickets FAQs »

# **Region definitions**

See which countries are included in each region »

# Other airlines

Optional service fees may be different and products may vary on flights operated by our airline partners. For details, please visit the operating carrier's website.

#### oneworld airline partners

British Airways /团	lberia 🖉	Qantas 团	SriLankan Airlines 🖉
Cathay Pacific 졛	Japan Airlines	Qatar Airways 🖉	LATAM Airlines 🛛
Finnair	Malaysia Airlines 🖉	Royal Jordanian 团	
		S7 Airlines 团	

#### Other airline partners

Aer Lingus 团	EL AL Ø	JAL Express	Philippine Airlines 🖉
AeroMexico 🖉	Emirates Airlines	Japan Transocean Air 🖉	Singapore Airlines Ø
Air France Ø	Etihad Airways 🖉	Jet Airways 团	SWISS 团
Air Tahiti Nui	EVA Air	Jetstar 🖉	Vueling Airlines
Alaska Airlines 🖉	Fiji Airways	KLM Royal Dutch Airlines	WestJet
Cape Air 🖉	Great Lakes Airlines 团	لي	
Copa Airlines 🖉	Gulf Air 囱	Lufthansa 团	
Czech Airlines ወ	Hainan Airlines 🖉	Meridiana	
Cathay Dragon 個	Hawaiian Airlines 🖉	NIKI	
EgyptAir	Icelandair 🖉	OpenSkies	

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Pakistan International Airlines 🖉

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FAQs	Investor relations 🖉	American Airlines credit card	BuyMiles
Agency reference	Newsroom 团	Trip insurance	Buy miles + earn up to
Cargo 🔊	Legal, privacy, copyright	CoBrowse	35,000 bonus miles
Baggage and optional service	Browser compatibility		AVIS' MBudget Up to 35% savings
fees	Web accessibility		plus AAdvantage® miles
Customer service and contingency plans			-

Conditions of carriage and tariffs

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# Exhibit 14

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Americ	an Airlines 🔪				Prir
Detailed	- Fare Rules				
		s to the entire itinerary. In add	tion other fare rules may apply.		
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Seasonality	Not Applicable				
Day Time Application	Not Applicable	//////////////////////////////////////			
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8/11/2017	Detailed Fare Rules - American Airlines	
	AND - TICKETS MAY NOT BE SOLD IN ANDORRA/SAMOA/WALLIS/ FUTUNA ISLANDS/SAO TOME/PRINCIPE/GUINEA- BISSAU/ SEYCHELLES/GAMBIA/MALDIVES/GREENLAND/MAURITANIA/ MICRONESIA/CAROLINE ISLANDS/TURKMENISTAN/MONACO/ SOLOMON ISLANDS/CENTRAL AFRICAN REPUBLIC/FAROE ISLANDS/MONTENEGRO/TAJIKISTAN/TOGO/BURUNDI/CAPE VERDE/LESOTHO/PALAU/MARSHALL ISLANDS/BOSNIA AND HERZEGOVINA/VANUATU/COOK ISLANDS/MAYOTTE/NORFOLK ISLAND/BHUTAN. AND - TICKETS MAY NOT BE SOLD IN MARIANA ISLANDS/PARAGUAY/ HUNGARY/LEBANON/ROMANIA/QATAR/TUVALU/GHANA/KENYA/ PAKISTAN/JORDAN/KUWAIT/ZIMBABWE/OMAN/BAHRAIN/ INDONESIA/SOUTH AFRICA/THAILAND/MARTINIQUE/ BANGLADESH/POLAND/COTE D'IVOIRE/AUSTRIA/CZECH REPUBLIC/SRI LANKA/CYPRUS/PORTUGAL/TURKEY/MALAYSIA, RUSSIA. AND - TICKETS MAY NOT BE SOLD IN EGYPT/SAUDI ARABIA/ SINGAPORE/VIET NAM/PHILIPPINES/UNITED ARAB EMIRATES/ TAIWAN, PROVINCE OF/ISRAEL/SWEDEN/BELGIUM/INDIA. AND - TICKETS MAY BE ISSUED BY MAIL/PTA. TICKETS MUST BE ISSUED BY ELECTRONIC TICKETING. PTA CONSTITUTES TICKETING. TICKETS MAY NOT BE SOLD IN VENEZUELA/CUBA. TICKETS MAY ONLY BE SOLD IN AREA 1/AREA 2/AREA 3.	/
Flight Applications	THE FARE COMPONENT MUST NOT BE ON ONE OR MORE OF THE FOLLOWING ANY AA FLIGHT OPERATED BY AS. AND THE FARE COMPONENT MUST BE ON ONE OR MORE OF THE FOLLOWING ANY AA FLIGHT.	
Minimum Stay	Not Applicable	
Embargo Dates	Not Applicable	
Penalties	CANCELLATIONS TICKET IS NON-REFUNDABLE. NOTE - TICKET HAS NO VALUE UNLESS PASSENGER CANCELS TICKETED FLIGHT RESERVATIONS PRIOR TO TICKETED DEPARTURE TIME. CHANGES CHARGE USD 200.00 FOR REISSUE. NOTE - IF PASSENGER CANCELS TICKETED FLIGHT RESERVATION PRIOR TO TICKETED DEPARTURE TIME/ TRAVEL THAT IS REBOOKED IS VALID AS FOLLOWS. 1/WHOLLY UNUSED TICKETS ARE VALID PROVIDED TRAVEL COMMENCES WITHIN ONE YEAR FROM THE ORIGINAL TICKET ISSUE DATE OR 2/ PARTIALLY USED TICKETS ARE VALID PROVIDED TRAVEL IS COMPLETED WITHIN ONE YEAR FROM THE OUTBOUND TRAVEL DATE ON THE ORIGINAL TICKET.	
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	-AT THE SAME TIME/ ONLY ONE SERVICE CHARGE WILL APPLY PER TICKET. IF FARES WITH DIFFERENT SERVICE CHARGES ARE COMBINED ON THE SAME TICKET IT HE HIGHEST CHARGE OF ALL CHANGED FARE COMPONENTS WILL APPLY, WHENEVER A NONREFUNDABLE FARE TICKET IS REISSUED TO A REFUNDABLE FARE/A NONREFUNDABLE VALUE REMAINS NONREFUNDABLE FOR ANY SUBSEQUENT REISSUES CERTAIN DOMESTIC REISSUE PROVISIONS MAY BE OVERRIDDEN BY THOSE OF AA INTERNATIONAL FARES CURANTEE DAIRFARE RULE. TRANSPORTATION IS SUBJECT TO THE RULES/ FARES AND CHARGES IN EFFECT ON THE DATE/ TIME OF TICKET ISSUANCE OR PREPAID TICKET ADVICE PURCHASE. SHOULD FARES INCREASE AFTER TICKET PURCHASE/NO TICKET SUBJANCE OR PREPAID TICKET ADVICE PURCHASE. SHOULD FARES INCREASE AFTER TICKET PURCHASE/NO INCREASE IN FARE WILL BE COLLECTED PROVIDED THE ORIGINATING FLIGHT COUPON OF THE TICKET REFLECTING A CONFIRMED RESERVATION HAS NOT BEEN VOLUNTARILY CHANGED/AND POVIDED THAT VOLUNTARY CHANGES FOR FLIGHT COUPONS OTHER THAN THE ORINATING FLIGHT DO NOT REFLECT A CHANGE IN CARRIER/ FARE BASIS/ ORIGINI DESTINATION OR STOPOVER POINTS FROM THOSE FOUND ON THE TICKET IF AFTER TICKET HAS BEEN ISSUED AND BEFORE ANY PORTION HAS BEEN USED EITHER A DECREASE IN THE FARES OR CHARGES APPLICABLE TO THE TRANSPORTATION SHOWN ON THE TICKET BECOMES EFFECTIVE/ OR A NEW FARE FOR WHICH THE PASSENGER AUALIFIES IS ADDED BETWEEN THE POINTS FROM THE TICKET THE DIFFERENCE IN FARES WILL BE REFUNDED AS STATED BELOW/ IN THE FORM OF A NONREFUNDABLE TRANSPORTATION VOUCHEA/! PROVIDED AN THERE IS NO CHANGE IN TICKETED. ORIGIN/ DESTINATION, STOPOVER POINTS/ FLIGHTS/ DATES B. ALL CONDITIONS OF THE DECREASES THE DEPARED STINATION, STOPOVER POINTS/ FLIGHTS/ DATES B. ALL CONDITIONS OF THE DRIGHALTICKET DATE TO THE DEPARTURE OF THE PRICING UNIT. D. THE PASSENGER WILL RECEIVE THE DIFFERENCE IN FARES LESS THE APPLICABLE SERVICE CHANGE IN THE FORM OF A NONREFUNDABLE AT RAVEL VOUCHER VALUD FOR ONE YEAR FROM THE DATE OF ISSUE I. PRIOR TO DEPARTURE OF THE JOURNEY - CHANGES TO THE ORIGINATING FLIGHT ON THE FORMOS O	

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Detailed Fare Rules - American Airlines

FARE COMPONENT OR FARE BREAKS. 2. THE TICKETED SAME FARE MUST BE USED ON THE FIRST FARE COMPONENT. 3.USE ANY AA FARES ALLOWED BY COMBINATION AND REISSUE RULES. 4.ALL RULE AND BOOKING CODE PROVISIONS MUST BE MET. 5. ADVANCE RESERVATION REQUIREMENTS ARE MEASURED FROM ORIGINAL TICKET DATE TO DEPARTURE OF PRICING UNIT. 6.ANY DIFFERENCE IN FARES PLUS THE SERVICE CHARGE MUST BE COLLECTED. IF THE REPRICE RESULTS IN A LOWER FARE/ THE DIFFERENCE IN FARES LESS THE SERVICE CHARGE MAY BE RETURNED IN THE FORM OF A NONREFUNDABLE TRAVEL VOUCHER VALID FOR TRAVEL VIA AA ONLY. --- III. PRIOR TO DEPARTURE OF THE JOURNEY- CHANGES TO THE CONTINUING/RETURN FLIGHTS WHEN THERE IS A CHANGE TO ORIGIN/DESTINATION OR STOPOVERS. --- A. CANCEL AND START OVER. 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REPRICE THE ITINERARY USING THE SAME FARE BASIS CODES AND RULES AS THOSE IN EFFECT ON THE DATE OF ORIGINAL TICKET ISSUANCE FOR UNCHANGED FARE COMPONENTS AND USING FARES IN EFFECT ON THE DATE OF NEW TICKET ISSUANCE FOR ALL CHANGED FARE COMPONENTS. 1.NO CHANGE IS PERMITTED TO STOPOVER/ THE FIRST FARE COMPONENT OR FARE BREAKS. 2. THE TICKETED SAME FARE MUST BE USED ON THE FIRST FARE COMPONENT. 3. USE ANY AA ONE-WAY FARE ALLOWED BY COMBINATION AND REISSUE RULES. 4.ALL RULE AND BOOKING CODE PROVISIONS MUST BE MET. 5 AUVANCE RESERVATION REQUIREMENTS ARE MEASURED FROM REISSUE DATE TO DEPARTURE OF THE PRICING UNIT, 6 ANY DIFFERENCE IN FARES PLUS THE SERVICE CHARGE MUST BE COLLECTED. IF THE REPRICE RESULTS IN A LOWER FARE/ THE DIFFERENCE IN FARES LESS THE SERVICE CHARGE MAY BE RETURNED IN THE FORM OF A NONREFUNDABLE TRAVEL VOUCHER VALID FOR TRAVEL VIA AA ONLY --- C. 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INFANT UNDER 2 WITHOUT A SEAT - NO CHARGE MUST BE ACCOMPANIED ON ALL FLIGHTS IN SAME COMPARTMENT BY ADULT 16 OR OLDER OR - INFANT UNDER 2 WITH A SEAT - CHARGE 100 PERCENT OF THE FARE. MUST BE Discount ACCOMPANIED ON ALL FLIGHTS IN SAME COMPARTMENT BY ADULT 16 OR OLDER. NORMAL/EXCURSION FARES APPLICATION CLASS OF SERVICE THESE FARES APPLY FOR FIRST/BUSINESS/PREMIUM Application ECONOMY/ ECONOMY CLASS SERVICE, CAPACITY LIMITATIONS SEATS ARE LIMITED and Other Conditions

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Case 9:18 1/2017	3-CV-80633-RLR DOCUMENT 1-1 ENTERED 140 Detailed Fare Rules	on FLSD Docket 05/14/2018 Page 135 of - American Airlines
Americ	an Airlines 🔪	Pri
	Fare Rules	
	tive set of fare rules applies to the entire itinerary. In addition oth	er fare rules may apply
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City Pair MIA to DEN	Fare Basis Code S7ALZNN1 View rules	Fight 2424 MIA to DEN
DEN to MIA	LOALZNN1 (Displayed Below)	1912 DEN to MIA
LOALZNI	VI	• • • • • • • • • • • • • • • • • • •
Seasonality	Not Applicable	
Day Time Application	Not Applicable	
Advance Reservation Ticketing Restrictions	RESERVATIONS ARE REQUIRED FOR ALL SECTORS. WAIT MIDNIGHT 1 DAY AFTER RESERVATIONS ARE MADE.	LIST NOT PERMITTED. TICKETING MUST BE COMPLETED BY
Surcharges	17. NOTE - THIS PEAK TRAVEL SURCHARGE IS ASSESSED USD 9.30 PER FARE COMPONENT WILL BE ADDED TO THE PEAK TRAVEL SURCHARGE IS ASSESSED ON A FARE COM	BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A BE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A SE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A SE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A SE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A SE ADDED TO THE APPLICABLE FARE FOR TRAVEL ON SESSED ON A FARE COMPONENT BASIS. AND - A SURCHARGE OF USD 46.51 PER FARE FOR TRAVEL ON 01JAN 18. NOTE - THIS PEAK TRAVEL S. AND - A SURCHARGE OF USD 27.91 PER FARE FOR TRAVEL ON 02JAN 18. NOTE - THIS PEAK TRAVEL
Maximum Stay	Not Applicable	
Eligibility	Not Applicable	
Sales Restrictions	TICKETS MAY NOT BE SOLD IN NEPAL/FIJI/CROATIA/ MOLD SAMOA/SLOVAKIA/UKRAINE/ CAMBODIA/IRAN,ISLAMIC REF OF/NIGERIA/BULGARIA/LUXEMBOURG/MOROCCO/ KAZAKI VINCENT/GRENADINES/SURINAME/IRAQ/LIBERIA/ ICELAND/LITHUANIA/MYANMAR/GUYANA/ESTONIA/SLOVEN TERRITORY/SUDAN/AZERBAIJAN. AND - TICKETS MAY NOT BELARUS/MOZAMBIQUE/CAMEROON/REUNION/SYRIAN AF (KINSHASA)/ETHIOPIA/ ALBANIA/MACEDONIA, THE FORMEF DEMOCRATIC REPUBLIC OF/ ALGERIA/PAPUA NEW GUINE. OF/SENEGAL/TONGA/BONAIRE, SAINT EUSTATIUS, SABAM GUINEA/RWANDA/ANGOLA/UZBEKISTAN. AND - TICKETS M MARINO/BURKINA FASO/GEORGIA/BRUNEI DARUSSALAM// MAURITIUS/ANGUILLA/CONGO (BRAZZAVILLE)/MALTA/BEN	OVA, REPUBLIC OF/GUAM/AMERICAN PUBLIC OF/LATVIA/TANZANIA, UNITED REPUBLIC HSTAN/SAINT IA/OCCUPIED PALESTINIAN E BE SOLD IN UGANDA/FRENCH GUIANA/ RAB REPUBLIC/FRENCH POLYNESIA/CONGO R YUGOSLAV REPUBLIC OF/ DOMINICA/LAOS, PEOPLE'S A/NAMIBIA/SOMALIA/YEMEN, REPUBLIC MALAWI/BOTSWANA/SERBIA/MONGOLIA/EQUATORIAL AY NOT BE SOLD IN ERITREA/AFGHANISTAN/ ZAMBIA/SAN GIBRALTAR/SIERRA LEONE/DJIBOUTI/KIRIBATI/

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	AND - TICKETS MAY NOT BE SOLD IN ANDORRA/SAMOA/WALLIS/ FUTUNA ISLANDS/SAO TOME/PRINCIPE/GUINEA- BISSAU/ SEYCHELLES/GAMBIA/MALDIVES/GREENLAND/MAURITANIA/ MICRONESIA/CAROLINE ISLANDS/TURKMENISTAN/MONACO/ SOLOMON ISLANDS/CENTRAL AFRICAN REPUBLIC/FAROE ISLANDS/MONTENEGRO/TAJIKISTAN/TOGO/BURUNDI/CAPE VERDE/LESOTHO/PALAU/MARSHALL ISLANDS/BOSNIA AND HERZEGOVINA/VANUATU/COOK ISLANDS/MAYOTTE/NORFOLK ISLAND/BHUTAN. AND - TICKETS MAY NOT BE SOLD IN MARIANA ISLANDS/PARAGUAY/ HUNGARY/LEBANON/ROMANIA/QATAR/TUVALU/GHANA/KENYA/ PAKISTAN/JORDAN/KUWAIT/ZIMBABWE/OMAN/BAHRAIN/ INDONESIA/SOUTH AFRICA/THAILAND/MARTINIQUE/ BANGLADESH/POLAND/COTE D'IVOIRE/AUSTRIA/CZECH REPUBLIC/SRI LANKA/CYPRUS/PORTUGAL/TURKEY/MALAYSIA/ RUSSIA. AND - TICKETS MAY NOT BE SOLD IN EGYPT/SAUDI ARABIA/ SINGAPORE//IET NAM/PHILIPPINES/UNITED ARAB EMIRATES/ TAIWAN, PROVINCE OF/ISRAEL/SWEDEN/BELGIUM/INDIA. AND - TICKETS MAY BE ISSUED BY MALL/PTA. TICKETS MUST BE ISSUED BY ELECTRONIC TICKETING. PTA CONSTITUTES TICKETING. TICKETS MAY NOT BE SOLD IN VENEZUELA/CUBA. TICKETS MAY ONLY BE SOLD IN AREA 1/AREA 2/AREA 3.
Flight Applications	THE FARE COMPONENT MUST NOT BE ON ONE OR MORE OF THE FOLLOWING ANY AA FLIGHT OPERATED BY AS. AND THE FARE COMPONENT MUST BE ON ONE OR MORE OF THE FOLLOWING ANY AA FLIGHT.
Minimum Stay	Not Applicable
Embargo Dates	Not Applicable
Penalties	CANCELLATIONS TICKET IS NON-REFUNDABLE. NOTE - TICKET HAS NO VALUE UNLESS PASSENGER CANCELS TICKETED FLIGHT RESERVATIONS PRIOR TO TICKETED DEPARTURE TIME. CHANGES CHARGE USD 20:00 FOR REISSUE. NOTE - IF PASSENGER CANCELS TICKETED FLIGHT RESERVATION PRIOR TO TICKETED DEPARTURE TIME/ TRAVEL THAT IS REBOOKED IS VALID AS FOLLOWS. INVHOLLY UNUSED TICKETS ARE VALID PROVIDED TRAVEL COMMENCES WITHIN ONE YEAR FROM THE ORIGINAL TICKET ISSUE DATE OR 2/ PARTUALY USED TICKETS ARE VALID PROVIDED TRAVEL IS COMPLETED WITHIN ONE YEAR FROM THE OUTBOUND TRAVEL DATE ON THE ORIGINAL TICKET. SERVICE CHARGE APPLIES. IF TICKETED FLIGHT RESERVATION IS NOT CANCELLED PRIOR TO TICKETED DEPARTURE TIME/ REBOOKING IS NOT PERMITTED AND THE TICKET HAS NO VALUE FARE DIFFERENCE AND SERVICE CHARGE- ANDST BE PAID AND TICKET MUST BE REISSUED WHEN ITINERARY IS REBOOKED
	MEASURED FROM THE REISSUE DATE TO DEPARTURE OF PRICING UNIT. & SERVICE CHARGE APPLIES B. CANCEL AND START OVER. REPRICE THE ITINEARY USING FARES IN EFFECT ON THE DATE OF NEW TICKET ISSUANCE. 1.USE ANY AA FARE ALLOWED BY COMBINATION AND REISSUE RULES. 2.ALL RULE/BOOKING CODE PROVISIONS OF THE NEW FARE MUST BE MET. 3.ADVANCE RESERVATION REQUIREMENTS ARE MEASURED FROM REISSUE DATE TO DEPARTURE OF THE PRICING UNIT. 4.ANY DIFFERENCE IN FARES PLUS THE SERVICE CHARGE MUST BE COLLECTED. IF THE REPRICE RESULTS IN A LOWER FARE/ THE DIFFERENCE IN FARES LESS THE SERVICE CHARGE MAY BE RETURNED IN THE FORM OF A NONREFUNDABLE TRAVEL VOUCHER VALID FOR TRAVEL VIA AA ONLY C. REPRICE THE ITINERARY USING THE SAME FARE BASIS CODES AND RULES AS THOSE IN EFFECT ON THE DATE OF ORIGINAL TICKET ISSUANCE FOR UNCHANGED FARE COMPONENTS AND USING FARES IN EFFECT ON THE DATE OF NEW TICKET ISSUANCE FOR ALL CHANGED FARE COMPONENTS. 1.NO CHANGE IS PERMITTED TO STOPOVER/ THE FIRST n/reservation/viewFareRuleDetailsAccess.do?ARType=ar&selectedIndex=1&numStops=&isRefundable=&hasChangeFees=¤

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Detailed Fare Rules - American Airlines

FARE COMPONENT OR FARE BREAKS. 2.THE TICKETED SAME FARE MUST BE USED ON THE FIRST FARE COMPONENT. 3. USE ANY AA FARES ALLOWED BY COMBINATION AND REISSUE RULES. 4. ALL RULE AND BOOKING CODE PROVISIONS MUST BE MET. 5. ADVANCE RESERVATION REQUIREMENTS ARE MEASURED FROM ORIGINAL TICKET PROVISIONS MUST BE MET. 5. ADVANCE RESERVATION REQUIREMENTS ARE MEASURED FROM ORIGINAL TICKET DATE TO DEPARTURE OF PRICING UNIT. 6. ANY DIFFERENCE IN FARES PLUS THE SERVICE CHARGE MUST BE COLLECTED. IF THE REPRICE RESULTS IN A LOWER FARE/ THE DIFFERENCE IN FARES LESS THE SERVICE CHARGE MAY BE RETURNED IN THE FORM OF A NONREFUNDABLE TRAVEL VOUCHER VALID FOR TRAVEL VIA AA ONLY. --- III. PRIOR TO DEPARTURE OF THE JOURNEY- CHANGES TO THE CONTINUING/RETURN FLIGHTS WHEN THERE IS A CHANGE TO ORIGIN/DESTINATION OR STOPOVERS. --- A. CANCEL AND START OVER. REPRICE THE ITINEARY USING FARES IN EFFECT ON THE DATE OF NEW TICKET ISSUANCE. 1. USE ANY AA FARE ALLOWED BY COMBINATION AND REISSUE RULES. 2. 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# Exhibit 15





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☆ Home > Legal, privacy & copyright > Privacy policy

# Privacy policy

Updated October 21, 2016

- $\odot$  Protecting your privacy
- ⊘ Information we collect and how we collect it
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- O Automatically collected information (including cookies and geolocation)
- ⊘ Information collected by third parties on our Services
- $\bigcirc$  How your information will be used
- $\odot$  Security
- $\bigcirc$  With whom your information will be shared
- $\odot$  Obtaining and handling your consent
- ⊘ Application of local laws
- $\odot$  Links to other sites

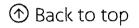
⊘ Opt out of marketing communications and sharing your information with third parties for direct marketing purposes

# Contact us

If you have other questions, comments or concerns about our privacy practices, or if you wish to issue a request to exercise your rights where applicable by law, please contact our Privacy Office at privacy@aa.com. Please provide your name and contact information along with the request. Alternatively, inquiries may be mailed to the following address:

American Airlines c/o Privacy Office 4333 Amon Carter Blvd, MD 5675 Fort Worth, TX 76155 USA

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fees			Up to 35% savings
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Conditions of carriage and tariffs

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## Filing # 70719435 E-Filed 04/14/2018 08:12:53 AM

#### IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

#### GENERAL JURISDICTION DIVISION

CASE NO: 50-2018-CA-004403[XXXX]-MB

#### MARGARET SCHULTZ,

Plaintiff,

VS.

AMERICAN AIRLINES, INC., a foreign for-profit corporation,

Defendant.

### CLASS REPRESENTATION

CIVIL ACTIONS SUMMONS

To: AMERICAN AIRLINES, INC. By Serving Registered Agent:

CT Corporation System 1200 South Pine Island Road Plantation, Florida 33324

#### IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or legal aid office (list in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court, located at 205 North Dixie Highway, West Palm Beach, Florida 33401, you must also mail or take a carbon copy or photocopy of your written response to the Plaintiff's attorney noted below:

#### IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 dias, contados a partir del recibo de esta notifiacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su repuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado immediatamente. Si non conoce a un abogado, puede llamar a una de las officinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's attorney" (Demandateo Abogado del Demanadante).

#### IMPORTANT

Des poursuites judiciares ont ete entreprises contre vous. Vous avez 20 jour consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte cijointe aupres de ce Tribunal. Un simple coup de telephone est insuffisant pour vous proteger; vous etes oblige de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le Tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, vous risquez de perdre la cause ainsi que votre solaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur duTribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un burcau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expendier une copie de votre reponse ecrite au "Plaintiff/Plaintiff's attorney (Plaignant ou a son avocat) nomme cidessous.

Mason Kerns, Esq. MASON KERNS LAW, P.A. 350 South Miami Avenue, Suite 2404 Miami, Florida 33130 Telephone: (305) 725-8300 Fax: (305) 422-0400 Email:<u>mason@masonkernslaw.com</u> <u>pleadings@masonkernslaw.com</u>

#### THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this Summons and a copy of the Complaint in this lawsuit on the above-named Defendant.

DATED ON <u>Apr 17 2018</u>, 2018.



as Clerk of said Court

BY Shannon

(Seal) as Deputy Clerk SHANNON FATU





# CASE NUMBER: 50-2018-CA-004403-XXXX-MB CASE STYLE: SCHULTZ, MARGARET V AMERICAN AIRLINES INC

Dockets & Documents -

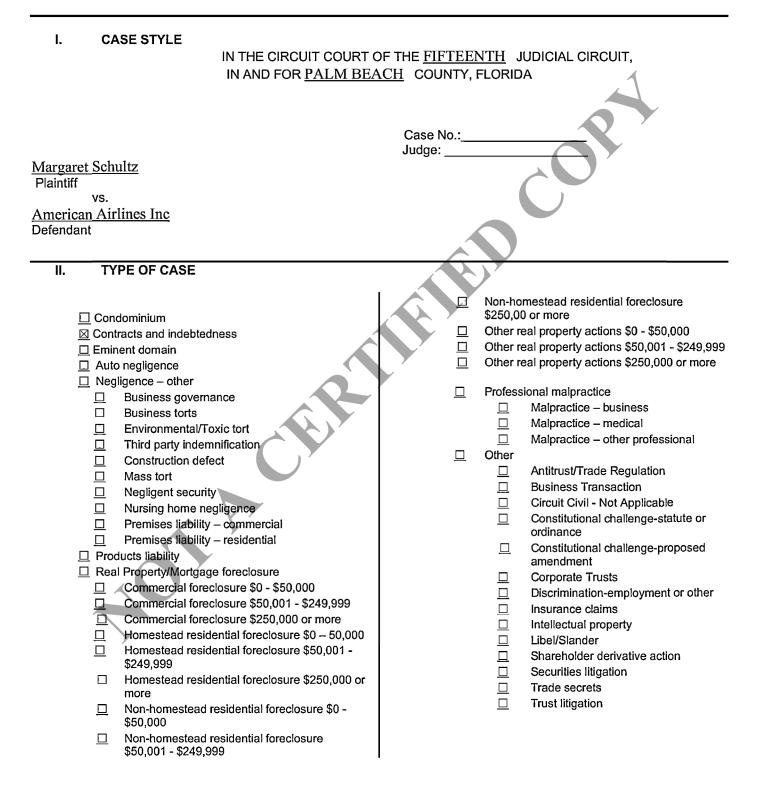
Public = 📄		OR = 🔂 In Process = 🥑 Page Size: All ▼
Docket Number	Effective Date	Description
<b>1</b>	04/11/2018	CIVIL COVER SHEET
2	04/11/2018	COMPLAINT
3	04/13/2018	DIVISION ASSIGNMENT
<b>4</b>	04/13/2018	PAID \$401.00 ON RECEIPT 2628457
5	04/13/2018	NOTICE OF EMAIL DESIGNATION
6	04/14/2018	SUMMONS ISSUED
7	04/17/2018	PAID \$10.00 ON RECEIPT 2633048
8	04/30/2018	NOTICE OF UNAVAILABILITY

#### \*\*\*\* CASE NUMBER: 502018CA004403XXXXMB Division: AA \*\*\*\*

Case 9:18-cv-80633-RLR Document 1-3 Entered on FLSD Docket 05/14/2018 Page 2 of 9 Filing # 70593966 E-Filed 04/11/2018 10:10:16 PM

## FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)



	COMPLEX BUSINESS COURT
	ction is appropriate for assignment to Complex Business Court as delineated and mandated by the istrative Order. Yes $\Box$ No 🗵
111.	REMEDIES SOUGHT (check all that apply):         ☑       Monetary;         □       Non-monetary declaratory or injunctive relief;         □       Punitive
IV.	NUMBER OF CAUSES OF ACTION: ( )       (Specify)       2
<b>v</b> .	IS THIS CASE A CLASS ACTION LAWSUIT?
VI.	<ul> <li>HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?</li> <li>☑ No</li> <li>☑ Yes – If "yes" list all related cases by name, case number and court:</li> </ul>
VII.	IS JURY TRIAL DEMANDED IN COMPLAINT?
I CERTIFY that that I have read	t the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and d and will comply with the requirements of Florida Rule of Judicial Administration 2.425.
	Iason Kerns Esq.       FL Bar No.: 91754         rney or party       (Bar number, if attorney)

Mason Kerns Esq. 04/11/2018 (Type or print name)

Date

Case 9:18-cv-80633-RLR Document 1-3 Entered on FLSD Docket 05/14/2018 Page 4 of 9



# SHARON R. BOCK

RECEIPT

2628457

CLERK & COMPTROLLER PALM BEACH COUNTY, FLORIDA

Printed On: 04/13/2018 10:58 Page 1 of 1

Receipt Number: 2628457 - Date 04/13/2018 Time 10:58AM								
Received of:	Mason Kern 350 South M Suite 2404 Miami, FL 3	liami Avenue	9		1			
Cashier Name:	ADMIN			Balance Owed:	401.00			
Cashier Location:	E-Filing			Total Amount P	aid: 401.00			
Receipt ID:	8871882			Remaining Bala	nce: 0.00			
Division:	AA: Circuit Civil Central - AA(Civil)							
Case# 50-2018-CA-004403-XXXX-MB PLAINTIFF/PETITIONER: SCHULTZ, MARGARET								
Item Balance Paid Bal Remai								
Fees			401.	00 401.00	0.00			
Case Total			401.0	401.00	0.00			
Payments								
Туре			Ref#	Amount				
EFiling_CREDITCARD 21234101					401.00			
Total Received					401.00			
Total Paid					401.00			

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For office locations and information about Clerk & Comptroller services: Visit <u>www.mypalmbeachclerk.com</u> or call (561) 355-2996.

NOT P

Filing #76688864 12018 Page 5 of 9

# IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

## MARGARET SCHULTZ,

CASE NUMBER: 18-CA-004403

Plaintiff, on Behalf of a Putative Class,

VS.

AMERICAN AIRLINES, INC., a foreign for-profit corporation,

Defendant.



# NOTICE OF APPEARANCE AND NOTICE OF EMAIL DESIGNATION

Robert E. Burkett, for BURKETT LAW OFFICE, files his Notice of Appearance as Counsel for the Plaintiff, Margaret Schultz herein, and requests service of all pleadings, notices and other papers in this matter. Further, undersigned counsel hereby gives notice of designating email addresses for receiving service. Pursuant to Florida Rule of Judicial Administration 2.516, undersigned counsel designates the following primary email address: <u>bobburkettlaw@gmail.com</u>.

# **CERTIFICATE OF SERVICE**

I hereby certify that on April <u>2</u>, 2018, I electronically filed the foregoing with the Clerk of Court by using the Florida Courts E-Filing Portal which will send notice of electronic filing and, pursuant to Florida Rule of Judicial Administration 2.516, will complete service of the foregoing to Mason Kerns, co-counsel for Plaintiff, Mason Kerns Law, P.A., 350 South Miami Ave., Suite 2404, Miami, FL 33130, mason@masonkernslaw.com. Case 9:18-cv-80633-RLR Document 1-3 Entered on FLSD Docket 05/14/2018 Page 6 of 9

1

# **BURKETT LAW OFFICE**

Attorney for Plaintiff 5237 Summerlin Commons Boulevard Suite 217 Fort Myers, FL 33907 Telephone: (239) 275-2145 bobburkettlaw@gmail.com

By: ROBERT E. BURKETT Florida Bar Number 0545074

Case 9:18-cv-80633-RLR Document 1-3 Entered on FLSD Docket 05/14/2018 Page 7 of 9



# SHARON R. BOCK

RECEIPT

2633048

CLERK & COMPTROLLER PALM BEACH COUNTY, FLORIDA

Printed On: 04/17/2018 10:54 Page 1 of 1

Receipt Number: 2633048 - Date 04/17/2018 Time 10:54AM							
Received of:	Mason Kern 350 South M Suite 2404 Miami, FL 3	liami Avenue					
Cashier Name:	ADMIN			Balance	Owed:		10.00
Cashier Location:	E-Filing			Total Ar	nount Pa	id:	10.00
Receipt ID:	8876716			Remain	ing Balan	ice:	0.00
Division:	AA: Circuit (	Civil Central -	AA(Civil)			) í	
Case# 50-2018-CA-004403-XXXX-MB PLAINTIFF/PETITIONER: SCHULTZ, MARGARET							
Item			Balance	Pa	id	Bal Rema	ining
Fees			10	0.00	10.00		0.00
Case Total			10	.00	10.00		0.00
Payments							
Туре		Ref#	Amount				
EFiling_CREDITCA	RD	21258975					10.00
Total Received							10.00
Total Paid							10.00

How was your service today? We want to hear your comments or questions. Please e-mail your feedback to <u>clerkweb@mypalmbeachclerk.com</u>.

For office locations and information about Clerk & Comptroller services: Visit <u>www.mypalmbeachclerk.com</u> or call (561) 355-2996.

Filing ##1421962/ 194730/2018 021323236 [mtgred on FLSD Docket 05/14/2018 Page 8 of 9

# IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN AND PALM BEACH COUNTY, FLORIDA

CASE NO. 18-CA-4403

# MARGARET SCHULTZ,

Plaintiff, on Behalf of a Putative Class,

'VS.

AMERICAN AIRLINES, INC. a foreign for-profit corporation,

Defendant.

CLASS REPRESENTATION

# NOTICE OF UNAVAILABILITY

Plaintiff, by and through undersigned counsel, hereby advise all parties and counsel that the undersigned counsel, Robert E. Burkett, Esquire, will be unavailable from July 1, 2018 through July 31, 2018. It is respectfully requested that no hearings, trials, mediations, discovery, depositions, etc. be scheduled during the above-mentioned time period.

# **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on April 30, 2018, I electronically filed the foregoing with the Clerk of Courts by using the Florida Courts E-Filing Portal which will send notice of electronic filing and pursuant to Florida Rule of Judicial Administration 2.516, will complete service of the foregoing to co-counsel for Plaintiff, Mason Kerns, Mason Kerns Law, P.A., 350 S. Miami Ave., Suite 2404, Miami, FL 33130, mason@masonkernslaw.com.

FILED: PALM BEACH COUNTY, FL, SHARON R. BOCK, CLERK, 04/30/2018 02:32:16 PM

Case 9:18-cv-80633-RLR Document 1-3 Entered on FLSD Docket 05/14/2018 Page 9 of 9

BURKETT LAW OFFICE By:

**ROBERT E. BURKETT** Florida Bar. No. 0545074 Attorney for Plaintiff 5237 Summerlin Commons Blvd. Fort Myers, FL 33907 239.275.2145/bobburkettlaw@gmail.com

## Case 9:18-cv-80633-RLR Document 1-4 Entered on FLSD Docket 05/14/2018 Page 1 of 1

JS 44 (Rev. 06/17) FLSD Revised 06/01/2017

## **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 MARGARET SCHULTZ, Individually and on Behalf of All Others Similarly Situated

#### **DEFENDANTS** AMERICAN AIRLINES, INC.

<b>(b)</b>	County of Residence of First Listed Plaintiff Palm Beach	County of Residence of First Listed Defendant Tarrant County, Texas			
	(EXCEPT IN U.S. PLAINTIFF CASES)	(IN U.S. PLAINTIFF CASES ONLY)			
		NOTE:	IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.		
	Attorneys (Firm Name, Address, and Telephone Number)	Attorneys (If )	Known)		
Rober	n Kerns, MASON KERNS LAW, P.A. 350 S. Miami Ave., Suite 2404, Miami, FL 33131, (305) 725-8305 t E. Burkett, Jr., BURKETT LAW OFFICE, 5237 Summerlin Commons Blvd., Suite 217, yers, FL 33907, (239)275-2145	Humberto H. Ocariz, Shook, Hardy & Bacon L.L.P, 201 S. Biscayne Blvd., Suite 3200, Miami, FL 33131, (305) 358-5171			

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

II. BASIS OF JURISDI	CTION (Place an "X" i	n One Box Only) III	. CITIZENSHIP OF I	PRINCIPA	L PARTIES (Place an	ı "X" in One Box for	· Plaintiff)
□ 1 U.S. Government □ 3 Federal Question			(For Diversity Cases Only) and One Box for Defend PTF DEF PTF			nt) DEF	
Plaintiff	(U.S. Government)				Incorporated or Principal P of Business In This State	Place  4	
2 U.S. Government Defendant	—	ersity ip of Parties in Item III)	Citizen of Another State	<b>D</b> 2 <b>D</b> 2	Incorporated and Principal of Business In Another		<b>42</b> 5
			Citizen or Subject of a Foreign Country	<b>3 3</b>	Foreign Nation	<b>D</b> 6	6
IV. NATURE OF SUIT CONTRACT	Constant with the second theorem in the second state of the Scholars and an an an and a second state of the se	ılv) ( IRTS	Click here for: Nature of Suit Cod FORFEITURE/PENALTY	CONSIGNATION CONTRACTOR CONT	KRUPTCY	OTHER STATUT	FS
□ 110 Insurance         □ 120 Marine         □ 130 Miller Act         □ 140 Negotiable Instrument         □ 150 Recovery of Overpayment & Enforcement of Judgment         □ 151 Medicare Act         □ 152 Recovery of Defaulted Student Loans (Excl. Veterans)         □ 153 Recovery of Overpayment of Veteran's Benefits         □ 160 Stockholders' Suits         □ 160 Other Contract         □ 190 Other Contract         □ 195 Contract Product Liability         □ 20 Foreclosure         □ 230 Rent Lease & Ejectment         □ 240 Torts to Land         □ 245 Tort Product Liability         □ 290 All Other Real Property	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle 355 Motor Vehicle 360 Other Personal Injury 362 Personal Injury- Med. Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education	PERSONAL INJURY  365 Personal Injury - Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage 385 Property Damage 385 Property Damage 385 Property Damage 463 Alien Detainee 463 Alien Detainee 463 Alien Detainee 530 General 530 General 535 Death Penalty	<ul> <li>☐ 625 Drug Related Seizure of Property 21 USC 881</li> <li>☐ 690 Other</li> <li>☐ 710 Fair Labor Standards Act</li> <li>☐ 720 Labor/Mgmt. Relations</li> <li>☐ 740 Railway Labor Act</li> <li>☐ 751 Family and Medical Leave Act</li> <li>☐ 790 Other Labor Litigation</li> <li>☐ 791 Empl. Ret. Inc. Security Act</li> </ul>	422 Appe     423 With     28 U     PROPE     820 Copy     830 Pater     835 Pater     New Dra     840 Trad     861 HIA     862 Blacl     863 DIW     864 SSIE     865 RS1 0     FEDER     870 Taxe     or D     871 IR3     USC 760	ral 28 USC 158     37       drawal     37       ISC 157     40       Particle State     41       rrights     43       nt     445       g Application     446       emark     47       (1395 ff)     485       C/DIWW (405(g))     855       O Trite XVI     87       se (U.S. Plaintiff     885       Se (U.S. Plaintiff     885       S – Third Party 26     44	75 False Claims Act 76 Qui Tam (31 USt 3729 (a)) 10 State Reapportion 10 Antitrust 80 Banks and Banki 80 Commerce 50 Deportation 70 Racketeer Influet orrupt Organization 80 Consumer Credit 90 Cable/Sat TV 50 Securities/Comm xchange 90 Other Statutory A 91 Agricultural Acts 92 Environmental M 95 Freedom of Infor	C ament ng need and s odities/ actions fatters mation rocedure l of
V. ORIGIN <sup>1</sup> Original Proceeding <sup>(Place of the sector)</sup> <sup>(Place of the sec</sup>		Reinstated 🗖 5 Transfe	rred from <b>G</b> 6 Multidistric district Litigation ) Transfer	Dist	eal to 8 Multidi rict Judge Litigatio 1 Magistrate – Direc gment File	strict 9 Remand on 9 Appella ct	ed from te Court
VI. RELATED/ RE EU ED CASE(S)	(See instructions): a)		NO b) Related		ES 💋 NO		
RE-FILED CASE(S)					CKET NUMBER:		1997 (Marine and State of Stat
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):         49 U.S.C. § 40101 et. seq.; 28 U.S.C. § 1331; 28 U.S.C. § 1332         LENGTH OF TRIAL via       days estimated (for both sides to try entire case)							
VIII. REQUESTED IN COMPLAINT:	CHECK IF THIS UNDER F.R.C.P	IS A CLASS ACTION	DEMAND \$5,000,000 (Estimated	4)	CHECK YES only if dema RY DEMAND:	anded in complain Yes 🗖 No	nt:
ABOVE INFORMATION IS DATE May 14, 2018	TRUE & CORRECT TO	THE BEST OF MY KNO SIGNATURE OF A	WLEDGE TTORNEY OF RECORD				
FOR OFFICE USE ONLY RECEIPT #	AMOUNT IF			MAG JUDGE	an a	anna siste anna anna anna anna anna anna	

# **ClassAction.org**

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: <u>Class Action: American Airlines Manipulates Flight Prices Using Cookies</u>, <u>Online Browsing Histories</u>