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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MADELEINE F. SHATTENKIRK, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

ALASKA AIRLINES, INC., a Delaware
corporation,

Defendant.

NO.

CLASS ACTION COMPLAINT

JURY DEMAND

Plaintiff Madeleine F. Shattenkirk (“Plaintiff”), individually and on behalf of all others similarly situated, brings this class action lawsuit against Defendant Alaska Airlines, Inc. (“Alaska” or “Defendant”) based upon her own personal knowledge, the investigation of her counsel, and on information and belief as to all other matters.

I. INTRODUCTION

1. This proposed class action concerns monetary damages that Plaintiff and consumers residing nationwide have suffered as a result of purchasing travel insurance through Defendant’s website. Defendant’s website encourages ticket purchasers to protect their trip with travel insurance provided by Allianz (or any other third-party insurers that have partnered with

1 Alaska) to offer travel insurance exclusively through Alaska’s website. Alaska does not disclose,
2 however, that it has a financial interest in the travel insurance and, in fact, receives an illegal
3 kickback from the insurer in exchange for brokering the insurance sale. Defendant’s website
4 misled her into paying for the cost of that illegal kickback, and Defendant is therefore liable for
5 these damages, among other things.

6 2. In light of the above, Plaintiff brings common law claims for unjust enrichment,
7 fraud, conversion and for violations of the unfair business practices and consumer protection
8 statutes of the State of Washington and the State of Florida, as alleged herein.

9 **II. PARTIES**

10 3. Plaintiff Madeleine F. Shattenkirk is a resident of Boca Raton and citizen of
11 Florida. She purchased trip insurance from Alaska’s website at www.alaskaair.com on June 16,
12 2019.

13 4. Defendant Alaska Airlines (“Alaska”) is a Delaware corporation with its
14 principal place of business in Seattle, Washington. Alaska is not licensed under any state laws,
15 including the state of Washington, to solicit, negotiate, transact or effect contracts of insurance.

16 **III. JURISDICTION AND VENUE**

17 5. This Court has jurisdiction over this Action pursuant to the Class Action Fairness
18 Act (“CAFA”), 28 U.S.C. § 1332(d), because members of the proposed Classes are citizens of
19 states different from Defendant’s home state, and the aggregate amount in controversy exceeds
20 \$5,000,000, exclusive of interest and costs.

21 6. In addition, under 28 U.S.C. § 1367, this Court may exercise supplemental
22 jurisdiction over the state law claims because all the claims are derived from a common nucleus
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1 of operative facts and are such that Plaintiff ordinarily would expect to try them in one judicial
2 proceeding.

3 7. This Court has personal jurisdiction over Plaintiff because Plaintiff submits to the
4 Court's jurisdiction.

5 8. This Court has personal jurisdiction over Defendant pursuant to 18 U.S.C. §
6 1965(d) because it is found, has agents, and transacts business in this District and because it has
7 its principal place of business in the State of Washington.

8 9. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) and (c)(2) because
9 Defendant's contacts are sufficient to subject it to personal jurisdiction in this District, and
10 therefore, Defendant resides in this District for purposes of venue, or under 28 U.S.C. §
11 1391(b)(2) because certain acts giving rise to the claims at issue in this Complaint occurred,
12 among other places, in this District.

13 **IV. FACTUAL ALLEGATIONS**

14 **A. Alaska receives illegal kickbacks/commissions from the travel insurers that**
15 **Alaska promotes on its website.**

16 10. Travel or trip insurance essentially covers any added costs or lost payments that
17 an individual might incur while on a trip or planning a trip. For example, if a consumer is
18 forced at the last minute to switch or cancel a flight, then travel insurance will cover any flight-
19 switching fees or—if necessary—the otherwise-lost cost of the flight.

20 11. Almost every state in the nation requires insurance agents operating within their
21 borders to be licensed, which allow states to ensure—among other things—that the agent is
22 subject to regulation, that the agent helps bear the cost of that regulation, and that the agent is
23 sufficiently qualified to sell a product as potentially complicated and significant as insurance.
24 Consequently, almost every state in the country forbids unlicensed individuals and entities from

1 acting as insurance brokers or receiving money for insurance brokering. This includes the State
2 of Washington. *See* WAC 284-17-011(1).

3 12. Despite these prohibitions, transportation companies such as airlines, including
4 Defendant, have come under fire for receiving undisclosed, illegal brokerage fees or
5 commissions—i.e., kickbacks—from the travel-insurance companies that they promote on their
6 websites. In August 2018, United States Senator Edward J. Markey released a report detailing
7 this practice, which—in addition to being illegal under state law—is inequitable for several
8 reasons, including: travel insurance is typically only necessary, in the first place, because the
9 airlines have begun charging exorbitant switching and cancelation fees; the insurance that these
10 airlines promote is often significantly inferior to the insurance that’s available on the open
11 market (i.e., it offers less coverage and presents significant obstacles to reimbursement); and
12 travel-insurance kickbacks now constitute an illegal but significant “profit center” for “almost
13 every major airline” in the country—one that’s being unknowingly funded by consumers.¹

14 13. Defendant Alaska engages in the type of unlicensed insurance brokering
15 described in the Markey Report. Throughout the class period, Alaska offered for sale and urged
16 its passengers, via its website, to buy travel insurance provided by a third-party insurer—
17 Allianz Global Assistance.² If a passenger in fact opted for coverage, she paid a certain sum to
18 the insurer in exchange for the travel insurance. That sum, however, included an undisclosed
19 fee that the insurer would then pay back to Alaska, in exchange for helping broker the
20 insurance sale; i.e., Alaska was paid an illegal brokerage fee.

21 _____
22 ¹ *See* OFFICE OF SENATOR EDWARD J. MARKEY, FLYER BEWARE: IS TRAVEL INSURANCE WORTH
IT? (2018), available at
<https://www.markey.senate.gov/imo/media/doc/Flyer%20Beware%20Report.pdf>

23 ² More specifically, Allianz Global Assistance, Jefferson Insurance Company, and BCS
24 Insurance Company.

1 14. Alaska did not, however, disclose to consumers that it was receiving these
2 kickbacks, and its website misled consumers into unknowingly funding its improper brokerage
3 fees, as described in more detail, below.

4 **B. Alaska misleads consumers into funding its illegal brokerage fees.**

5 15. In addition to operating flights nationwide, Alaska operates 1,200 flights to 115
6 destinations in the United States, Canada, Mexico and Costa Rica. As part of its business,
7 Alaska sells tickets to customers through its website, www.alaskaair.com.

8 16. When a customer visits Alaska’s website, the site allows the customer to select
9 their preferred destination and travel dates.

10 17. After the customer selects her specific flight, Alaska’s website provides the
11 customer with the price of that flight.

12 18. Before the customer completes her purchase, Alaska’s website presents
13 customers with the option to buy travel-insurance policy with Allianz Global Assistance.

14 19. After the customer selects the desired flight or flights, enters her personal
15 information, and selects her seat, the customer reaches the “Checkout” page.

16 20. Below the area where a person enters his or her payment information is the
17 conspicuous statement in bold: “**Highly Recommended: Protection for your trip to [city].**”

18 21. Below Alaska’s recommendation, Alaska states in red, conspicuous font: “Don’t
19 miss out! Offer expires when booking is finalized.”

20 22. This is followed by an option to click, “Yes . . . Add protection for a total of
21 [price]” followed by the conspicuous statement in green font: “Highly Recommended.”
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1 23. Customers also were given the option to click “No . . . I choose not to protect
2 my [ticket price] purchase. I understand by declining coverage I may be responsible for
3 cancellation fees and delay expenses.”

4 24. At the bottom of the page in smaller font is the statement “Recommended,
5 offered and sold by Allianz Global Assistance. Underwritten by Jefferson Insurance Company
6 or BCS Insurance Company (sic).”

7 25. At no point during the transaction did Alaska disclose its financial interest in the
8 sale of travel insurance to its consumers—either before, during, or after the consumer’s
9 transaction with Alaska.

10 26. In addition, if a customer elects to buy travel insurance for a flight, the insurer
11 sends the customer an email containing a copy of the purchased insurance policy. Nowhere in
12 that communication or accompanying insurance policy is there any reference to Alaska
13 receiving any payment in connection with the transaction.

14 27. At no point does Alaska disclose to consumers that it receives a commission or
15 kickback every time a customer elects to purchase travel insurance, or that the consumers are
16 funding this kickback. At no point during the class period did Alaska disclose to Plaintiff, or
17 any of the class members, the true nature of its relationship with Allianz or any other entity that
18 is associated with the travel insurance offered on Alaska’s website.

19 28. Further, by indicating that Allianz will be the recipient of Plaintiff’s travel-
20 insurance payments (e.g., by noting that these entities will bill Plaintiff for the full amount of
21 her travel-insurance costs), Alaska’s website fails to disclose that a consumer’s travel-insurance
22 costs are not passed through entirely to the third-party insurance company.

1 **C. As a result of Alaska’s illegal brokerage fees, Plaintiff and the proposed**
2 **class were damaged.**

3 29. Had Alaska disclosed that the price of the travel-insurance product on Alaska’s
4 website incorporates an illegal commission paid to Alaska (as opposed to being based solely on
5 underwriting risk and insurer profit), Plaintiff would have not bought the travel insurance or
6 would have paid less for travel insurance.

7 30. Indeed, travel insurance is available on the open market that is less expensive
8 than the insurance offered on Alaska’s website, and often provides superior or comparable
9 coverage, in part because the open-market insurance doesn’t include any illegal kickbacks to
10 Alaska. For example, Alaska’s insurance is nearly twice as expensive as comparable—if not
11 superior—plans that are otherwise available to consumers. This discrepancy is attributable to
12 the illegal commissions that Alaska receives from its insurers.

13 31. On or around June 16, 2019, Plaintiff Shattenkirk bought a travel insurance
14 policy on Alaska’s website to cover her airline ticket purchase.

15 32. In purchasing the travel insurance, Plaintiff viewed and was exposed to
16 Defendant’s website and the statements regarding the travel insurance.

17 33. After completing the purchases, Alaska sent Plaintiff correspondence via email
18 with her individual purchase summary and stated that the trip insurance would be billed
19 separately.

20 34. At no point did Alaska inform Plaintiff that a portion of the trip insurance billed
21 to her included an illegal kickback to Alaska.

22 35. Had Plaintiff been aware that a portion of the costs of the travel insurance was
23 being used to fund an illegal kickback to Alaska, she would not have paid for the travel
24 insurance or would have paid less for travel insurance.

1 **D. Plaintiff’s purchase of travel insurance was unrelated to Alaska’s prices,**
2 **rates, or services.**

3 36. Alaska provides no services to its customer in connection with the sale of travel
4 insurance on its website.

5 37. The price of the travel insurance is a price offered or set by the insurer, not
6 Alaska.

7 38. No contractual relationship is formed between the customer and Alaska in
8 connection with a customer’s purchase of travel insurance on Alaska’s website.

9 39. No bargained-for exchange takes place between the customer and Alaska in
10 connection with a customer’s purchase of travel insurance on Alaska’s website.

11 40. Alaska does not compete with other airlines for insurance-brokerage services,
12 which—in any event—it is prohibited from providing under state law.

13 **V. CLASS ACTION ALLEGATIONS**

14 41. Plaintiff brings this proposed class action on behalf of a separate state class – a
15 National Class and a Florida Class (together, “Classes”) pursuant to Federal Rules of Civil
16 Procedure 23(a), 23(b)(2), (b)(3) and (c)(4).

17 The National Class is defined as: All persons who purchased a travel insurance policy
18 on Alaska’s website in the United States within the applicable limitations period (the “Class
19 Period”).

20 The Florida Class is defined as: All persons who purchased a travel insurance policy on
21 Alaska’s website in the State of Florida within the applicable limitations period (the “Class
22 Period”).

23 42. Excluded from the proposed Classes are: the Defendant, any entity in which the
24 Defendant has a controlling interest, is a parent or subsidiary, or which is controlled by the

1 Defendant, as well as the officers, directors, affiliates, legal representatives, heirs, predecessors,
2 successors, and assigns of Defendant, and judicial officers to whom this case is assigned and
3 their immediate family members.

4 43. Plaintiff reserves the right to re-define the Class definitions after conducting
5 discovery.

6 44. **Numerosity (Fed. R. Civ. P. 23(a)(1))**. Pursuant to Rule 23(a)(1), the Classes
7 are so numerous that joinder of all members would be impracticable. While Plaintiff has not yet
8 determined the exact number of Class Members, Plaintiff believes that the Classes are
9 comprised of millions of members geographically dispersed throughout the United States, and
10 the State of Florida. The Classes, however, are readily identifiable from information and
11 records in the possession of Defendant and third-parties and can be ascertained through
12 appropriate investigation and discovery. Class Members may be notified of the pendency of
13 this action by any appropriate methods approved by the Court, which may include mail, email,
14 internet postings, or published notices.

15 45. **Commonality and Predominance (Fed. R. Civ. P. 23(a)(2); 23(b)(3))**.
16 Common questions of law and fact exist with regard to each of the claims and predominate
17 over questions affecting only individual members of the Classes. Questions common to the
18 Classes include, but are not limited to the following:

19 (a) whether Alaska engaged in the unlicensed practice of soliciting,
20 negotiating, transacting, or effectuating contracts of insurance;

21 (b) whether Alaska engaged in unlawful, unfair or fraudulent acts and
22 business practices by omitting its receipt or retention of kickbacks/commissions;

1 (c) whether Alaska’s material omissions relating to travel insurance would
2 have been considered material by a reasonable consumer;

3 (d) whether Alaska’s material omissions regarding travel insurance resulted
4 in the class being damaged;

5 (e) whether Alaska received undisclosed kickbacks, commissions, or fees
6 from the sale of travel insurance; and

7 (f) whether Alaska was unlawfully enriched at the expense of the class
8 members.

9 46. These common questions predominate over any questions solely affecting
10 individual class members.

11 47. **Typicality (Fed. R. Civ. P. 23(a)(3)).** Pursuant to Rule 23(a)(3), Plaintiff’s
12 claims are typical of the claims of the members of the Classes because of the similarity,
13 uniformity, and common purpose of injuries she has suffered as a result of Alaska’s allegedly
14 unlawful conduct. Like all class members, Plaintiff was damaged by paying money that Alaska
15 deceptively presented as a pass-through charge to an insurance company, when in fact Alaska
16 enriched itself in this process.

17 48. **Adequacy of Representation (Fed. R. Civ. P. 23(a)(4)).** Pursuant to Rule
18 23(a)(4), Plaintiff and her counsel will fairly and adequately protect the interests of the Classes.
19 Plaintiff has no interest antagonistic to, or in conflict with, the Classes that she seeks to
20 represent. Plaintiff has retained competent and capable attorneys with significant experience in
21 complex and class action litigation, including consumer class actions. Plaintiff and her counsel
22 are committed to prosecuting this action vigorously on behalf of the Classes and have the
23 financial and other resources to do so.

1 49. **Superiority (Fed. R. Civ. P. 23(b)(3)).** Class action treatment is a superior
2 method for the fair and efficient adjudication of this controversy, in that, among other things,
3 such treatment will permit a large number of similarly situated persons to prosecute their
4 common claims in a single forum simultaneously, efficiently, and without the unnecessary
5 duplication of evidence, effort, expense, or the possibility of inconsistent or contradictory
6 judgments that numerous individual actions would engender. The benefits of the class
7 mechanism, including providing injured persons or entities with a method for obtaining redress
8 on claims that might not be practicable to pursue individually, substantially outweigh any
9 difficulties that may arise in the management of this class action. There will be no significant
10 difficulty in the management of this case as a class action.

11 50. **Risk of Inconsistent or Dispositive Adjudications and the Appropriateness**
12 **of Final Injunctive or Declaratory Relief (Fed. R. Civ. P. 23(b)(1) and (2)).** In the
13 alternative, this action may properly be maintained as a class action, because:

14 (a) the prosecution of separate actions by individual members of the Classes
15 would create a risk of inconsistent or varying adjudication with respect to individual members
16 of the Classes, which would establish incompatible standards of conduct for Defendant; or

17 (b) the prosecution of separate actions by individual members of the Classes
18 would create a risk of adjudications with respect to individual members of the Classes which
19 would, as a practical matter, be dispositive of the interests of other members of the Classes not
20 parties to the adjudications, or substantially impair or impede their ability to protect their
21 interests; or

1 (c) Defendant has acted or refused to act on grounds generally applicable to
2 the Classes, thereby making appropriate final injunctive or corresponding declaratory relief
3 with respect to the Classes as a whole.

4 51. **Issue Certification. Fed. R. Civ. P. 23(c)(4).** In the alternative, the common
5 questions of fact and law are appropriate for issue certification on behalf of the proposed
6 Classes.

7 **VI. FIRST CLAIM FOR RELIEF**
8 **(Unjust Enrichment)**
9 **(On Behalf of Plaintiff and the Nationwide and Florida Classes)**

10 52. Plaintiff re-alleges paragraphs 1-51 as if fully set forth herein and further alleges
11 as follows.

12 53. Plaintiff brings this claim for unjust enrichment individually and on behalf of the
13 proposed Nationwide and Florida Classes.

14 54. Plaintiff and each class member conferred a benefit on Alaska by funding
15 Alaska's illegal kickback, which allowed Alaska to become unjustly enriched at the expense of
16 Plaintiff and the class members.

17 55. Alaska appreciated, accepted, and retained this benefit, as it garnered substantial
18 profits by virtue of its insurance kickback scheme.

19 56. Under the circumstances it would be inequitable to allow Alaska to retain this
20 benefit, as Alaska obtained these profits through failing to disclose material information to
21 consumers and otherwise engaging in illegal conduct under state insurance laws.

22 57. Plaintiff's claim to the money Alaska made in the transaction is superior to
23 Alaska's claim, in part because Alaska was never legally entitled to this money.
24

1 58. Plaintiff and the Class members suffered damages as a result of Alaska’s unjust
2 enrichment.

3 **VII. SECOND CLAIM FOR RELIEF**
4 ***Violations of the Washington Consumer Protection Act***
5 **(RCW § 19.86, *et seq.*)**
6 **(On Behalf of Plaintiff and the Nationwide Class)**

7 59. Plaintiff re-alleges paragraphs 1-58 as if fully set forth herein and further alleges
8 as follows.

9 60. Plaintiff brings this claim for relief individually and on behalf of the Nationwide
10 Class pursuant to the Washington Consumer Protection Act (the “WCPA”), RCW § 19.86, *et*
11 *seq.*

12 61. Defendant is a “person” within the meaning of the Washington Consumer
13 Protection Act, RCW § 19.86.010(1), and conducts “trade” and “commerce” within the
14 meaning of RCW § 19.86.010(2).

15 62. Plaintiff and other members of the classes are “persons” within the meaning of
16 RCW § 19.86.010(1).

17 63. Defendant’s principal place of business is within the State of Washington, where
18 it directs the illegal practices detailed in this complaint.

19 64. Defendant’s failure to disclose its retention of illegal brokerage fees and
20 Defendant’s failure to indicate that a portion of Plaintiff’s travel-insurance costs would be
21 illegally retained by or funneled to Alaska constitute unfair and deceptive acts or practices
22 because they offend public policy, including as set forth in the Washington Insurance Code,
23 and because these acts and practices are calculated to mislead a reasonable consumer into
24 purchasing travel insurance at an inflated price.

1 65. Washington requires an insurance producer license for the sale of travel
2 insurance. RCW 48.17.170; WAC 284-17-011(1). Defendant's acts constitute the unauthorized
3 sale of insurance in the State of Washington. RCW 48.17.060. By virtue of its violation of the
4 Washington Insurance Code, Title 48 RCW, and its implementing regulations, Defendant has
5 committed a per se violation of the WCPA.

6 66. Defendant engaged in this unlawful course of conduct with the intent to induce
7 Plaintiff and the class members into purchasing travel insurance and paying premiums above
8 what they would otherwise pay or above what the policies are otherwise worth.

9 67. Defendant's omissions and misrepresentations caused substantial injury to
10 Plaintiff and Class members that is not outweighed by any countervailing benefits to consumers
11 or competitors.

12 68. Plaintiff's injuries were not reasonably avoidable: Defendant and its insurers
13 were the sole source of material information regarding Alaska's commissions, and none of
14 these entities disclosed this information to Alaska's customers. Nor could consumers have
15 reasonably anticipated that (for example) Alaska would violate state insurance laws.

16 69. Defendant's unfair acts or practices occurred in its trade or business, are
17 repetitive, and have injured a substantial portion of the public. Defendant's general course of
18 conduct as alleged herein is injurious to the public interest, and these actions are ongoing and
19 have a substantial likelihood of being repeated.

20 70. As a direct and proximate result of Defendant's unfair acts or practices, Plaintiff
21 and Class members have been injured in an amount to be proven at trial.

22 71. Plaintiff and Class Members would not have purchased the insurance at issue
23 but for Alaska's unfair conduct.

24

1 72. Plaintiff and Class Members purchased travel insurance products that were
2 priced higher than they would have been but for the undisclosed kickbacks, i.e., Plaintiff and
3 the class were overcharged for that product. Plaintiff and the class would not have paid that
4 overcharge had they been aware that it would Alaska was charging it illegally.

5 73. Plaintiff and the class have a monetary, out-of-pocket loss, as they paid money
6 to Alaska as a result of its unfair conduct.

7 74. Plaintiff and the class are entitled to actual damages, declaratory and injunctive
8 relief, attorneys' fees and costs, and all other remedies available under the WCPA.

9 **VIII. THIRD CLAIM FOR RELIEF**
10 **Violation of Florida's Deceptive and Unfair Trade Practices Act**
11 **Fla. Stat. § 501.201, et seq.**
12 **(On behalf of Plaintiff and the Florida Class)**

13 75. Plaintiff re-alleges paragraphs 1-74 as if fully set forth herein and further alleges
14 as follows.

15 76. Plaintiff brings this claim for relief individually and on behalf of the Florida
16 class.

17 77. Plaintiff and the Class Members are "consumers" as defined by Fla. Stat.
18 § 501.203(7).

19 78. Plaintiff and Class Members purchased "things of value" by buying products and
20 services from Defendant. These purchases were made primarily for personal and family
21 purposes. Fla. Stat. § 501.203(9).

22 79. Defendant engaged in the conduct alleged in this Complaint by advertising and
23 entering into transactions intended to result, and which did result, in the sale of insurance services
24 to Plaintiff and Class members. The insurance policies constitute goods, services, and/or property
to consumers, including Plaintiff and Class Members. Fla. Stat. § 501.203(8).

1 80. Defendant engaged in acts and omissions that affected trade and commerce.
2 Defendant's acts, practices, and omissions were done in the course of Defendant's business of
3 advertising, marketing, offering to sell, and travel insurance throughout Florida and the United
4 States. Fla. Stat. § 501.203(8).

5 81. Defendant, engaged in deceptive, unfair, and unlawful trade acts or practices in
6 the conduct of trade or commerce, in violation of Fla. Stat. § 501.204(1), as alleged herein.

7 82. Defendant's conduct is considered an unfair method of competition, and
8 constitutes unfair and unconscionable acts and practices. Fla. Stat. § 501.204(1).

9 83. These unfair acts and practices violated duties imposed by laws, including but not
10 limited to the FTC Act and Fla. Stat. § 501.171(2).

11 84. As a direct and proximate result of Defendant's violation of Florida's Deceptive
12 and Unfair Trade Practices Act ("FDUTPA"), Plaintiff and the Class Members suffered actual
13 damages. Fla. Stat. § 501.211(2).

14 85. Also as a direct result of Defendant's knowing violation of FDUTPA, Plaintiff
15 and Class Members are not only entitled to actual damages, but also declaratory judgment that
16 Defendant's actions and practices alleged herein violate FDUTPA, and injunctive relief.

17 86. Plaintiff brings this action for the public benefit in order to promote the public
18 interests in the provision of truthful, fair information to allow consumers to make informed
19 purchasing decisions and to protect Plaintiff, the Class members, and the public from Defendant's
20 unfair methods of competition and unfair, deceptive, fraudulent, unconscionable, and unlawful
21 practices. Defendant's wrongful conduct as alleged in this Complaint has had widespread impact
22 on the public at large.

1 87. The above unfair and deceptive practices and acts by Defendant were immoral,
2 unethical, oppressive, and unscrupulous. These acts caused substantial injury to Plaintiff and the
3 Class members that they could not reasonably avoid. This substantial injury outweighed any
4 benefits to Plaintiff and the Class.

5 88. Defendant's actions and inactions in engaging in the unfair practices and
6 deceptive acts described herein were negligent, knowing and willful, and/or wanton and reckless.

7 89. Plaintiff and the Class members seek relief under Florida Deceptive and
8 Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et seq.*, including, but not limited to, damages,
9 injunctive relief, and attorneys' fees and costs, and any other just and proper relief.

10 **IX. FOURTH CLAIM FOR RELIEF**
11 **(Conversion)**

12 **(On Behalf of Plaintiff and the Nationwide and Florida Classes)**

13 90. Plaintiff re-alleges paragraphs 1–89 as if fully set forth herein and further alleges
14 as follows.

15 91. Plaintiff and Class members have an ownership right to the amounts of their
16 payments illegally diverted to Alaska as a kickback/commission.

17 92. Defendant has wrongly asserted dominion over the portions of the payments
18 made by Plaintiff and Class Members for trip insurance that Alaska illegally diverted as a
19 kickback/commission. Defendant has done so with every trip insurance policy purchased
20 through its website.

21 93. As a direct and proximate cause of Defendant's conversion, Plaintiff and the
22 Class Members suffered damages in the amount of the payments illegally diverted to Alaska as
23 a commission.
24

**X. FIFTH CLAIM FOR RELIEF
(Fraudulent Concealment)**

(On Behalf of Plaintiff and the Nationwide and Florida Classes)

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3 94. Plaintiff re-alleges paragraphs 1–93 as if fully set forth herein and further alleges
4 the following:

5 95. Plaintiff brings a claim for fraudulent concealment individually and on behalf of
6 the Nationwide Classes and the Florida Class.

7 96. Plaintiff purchased travel insurance via Defendant’s website, and was exposed
8 to the language on that website.

9 97. Defendant’s website omitted material facts regarding Defendant’s receipt of
10 illegal insurance-brokerage commissions.

11 98. Plaintiff and reasonable consumers relied on Defendant’s omissions in deciding
12 to purchase travel insurance and in deciding to purchase travel insurance at the price they paid
13 for it.

14 99. But for Defendant’s omissions and misstatements regarding its kickbacks, class
15 members would not have purchased insurance from Allianz, or would not have been paid as
16 much as they did for travel insurance.

17 100. Defendant knowingly made the omissions and misstatements identified above
18 with the intent to defraud Plaintiff and the class members

19 101. Defendant had superior knowledge regarding the omission at issue, i.e.,
20 Defendant, and not class members, was in a better position to know that it was receiving illegal
21 kickbacks from insurance companies.

1 102. Consumers could not readily know that Defendant was receiving undisclosed,
2 illegal insurance commissions, in part because both Defendant and the insurers with whom it
3 partnered actively withheld this information from consumers.

4 103. Defendant, who actively withheld knowledge of its illegal kickbacks from
5 consumers, was aware that consumers would rely on these omissions that allowed Defendant to
6 collect illegal kickbacks.

7 104. As a consequence of Defendant's fraudulent concealment, Plaintiff and the class
8 members were injured as previously specified.

9 **XI. PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, individually and on behalf of members of the Classes, prays
11 for relief as follows:

12 A. An order certifying the proposed Classes and designating Plaintiff as the named
13 representative of the Classes and designating her attorneys as Class Counsel;

14 B. All declaratory relief available;

15 C. An award to Plaintiff and the Classes of out of pocket, compensatory,
16 exemplary, and statutory damages and injuries, in an amount to be proven at trial;

17 D. An order enjoining Defendant from further engaging in the misconduct alleged
18 herein;

19 E. For restitution of all money or property wrongfully obtained by Defendant;

20 F. For disgorgement, for the benefit of the Classes, all or part of the ill-gotten
21 profits;

22 G. An award of attorneys' fees and costs as allowed by law;

23 H. An award of pre-judgment and post-judgment interest, as provided by law;
24

- 1 I. Leave to amend the Complaint to conform to the evidence produced at trial; and
2 J. Such other relief as may be appropriate under the circumstances.

3 **XII. DEMAND FOR JURY TRIAL**

4 Plaintiff hereby demands a trial by jury of all claims so triable.

5 DATED this 16th day of October, 2019.

6 TOUSLEY BRAIN STEPHENS PLLC

7 s/ Kim D. Stephens

8 Kim D. Stephens, P.S. WSBA #11984

9 s/ Rebecca L. Solomon

10 Rebecca L. Solomon, WSBA #51520

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6670/001/543834.1

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