

Carter E. Greenbaum (SBN 344692)  
**GREENBAUM OLBRANTZ, LLP**  
 160 Newport Center Drive, Suite 110  
 Newport Beach, CA 92660  
 Tel: (332) 222-9119  
 Email: [carter@greenbaumolbrantz.com](mailto:carter@greenbaumolbrantz.com)

**GREENBAUM OLBRANTZ, LLP**  
Casey Olbrantz (*pro hac vice forthcoming*)  
244 Fifth Avenue, Suite C221  
New York, NY 10001  
Email: [casey@greenbaumolbrantz.com](mailto:casey@greenbaumolbrantz.com)

*Counsel for Plaintiffs Marc Brenman  
and Aviva Copaken*

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

MARC BRENMAN, and AVIVA COPAKEN )  
individually and on behalf of all others similarly )  
situated, )

Plaintiffs,

VS.

UNITED AIRLINES, INC.,

Defendant.

# CLASS ACTION COMPLAINT

Case No. \_\_\_\_\_

## JURY TRIAL DEMANDED

Plaintiffs MARC BRENNAN and AVIVA COPEN (‘‘Plaintiffs’’), individually and on behalf of all others similarly situated, bring this class action against Defendant UNITED AIRLINES, INC. (‘‘United’’) and allege upon personal knowledge and information and belief as to all other matters:

## INTRODUCTION

1  
2       1.       This class action seeks redress for United’s intentional practice of charging  
3 passengers premium fees to upgrade to seats that United represents are “window” seats, but which  
4 are actually adjacent to a blank wall. Plaintiffs and the proposed class members paid valuable  
5 consideration to obtain a window to improve their flying experiences. United specifically  
6 represented to the Plaintiffs and class members that the particular seats they chose had a “window,”  
7 even though United knew full well they did not. Nevertheless, United solicited, accepted, and  
8 retained cash, points, or other airline benefits that consumers specifically paid to sit next to a  
9 window. By advertising and charging for “window” seats that do not have windows, United  
10 unlawfully caused Plaintiffs and the putative class members to expend valuable consideration for no  
11 value. They are entitled to compensatory damages and exemplary damages for United’s intentional  
12 misconduct.  
13

14  
15       2.       For many years, United has knowingly and routinely sold windowless “window”  
16 seats to consumers. For instance, certain models of United’s Boeing 737 and Airbus A321 aircraft  
17 are built with at least one seat that would traditionally have a window, but do not include one due to  
18 the placement of air conditioning ducts, electrical conduits, or other interior components. United  
19 operates hundreds of these aircrafts, which each make several flights every day. As a result, during  
20 the class period, United has likely sold over a million windowless “window” seats.  
21

22       3.       When consumers choose to book an airplane seat adjacent to the wall, they expect it  
23 to have a window. Indeed, during the seat selection process on its mobile app, United affirmatively  
24 describes *every* wall-adjacent seat as having a “window”—including the windowless seats. For  
25 example, many United Boeing 737-900 planes do not have a window in seat 11A, yet United  
26 specifically informs prospective travelers during the booking process that seat 11A has a “window”  
27 as shown in the side-by-side screenshots below.  
28



4. Everyday travelers pay extra for a window for numerous reasons. For many, it is a special experience to see the world from 30,000 feet, or to watch a descent into LaGuardia, LAX, SFO, or O'Hare. Windows can captivate or distract an antsy child. For many with a fear of flying or motion sickness, windows provide a greater level of comfort in an otherwise stressful environment. Others just want a burst of sunlight to brighten their day. Whatever the motivation, had Plaintiffs and the class members known that the seats they were purchasing was windowless, they would not have selected them—much less have paid extra.

5. United has long been on notice of customer complaints that this practice is misleading and unfair, but United has deliberately continued it for years. In 2017, in response to a customer complaint that the window seat they purchased did not have a window, United tweeted

1 “[s]orry. We never guaranteed you will get a window.” In response to a more recent customer  
2 complaint, United admitted that “[w]hile some seats may be labeled as ‘window’ based on the  
3 aircraft layout, there are instances where the actual window placement doesn’t fully align.”

4         6. Several of United’s competitors, such as American Airlines and Alaska Airlines,  
5 operate similar aircraft with windowless “window” seats. But unlike United, when customers try to  
6 purchase such seats, American and Alaska specifically alert the customers that the seat is  
7 windowless. By contrast, United misleads its customers by selling “window” seats without  
8 windows, only to disappoint them when they arrive at their seats.

9         7. United’s deceptive conduct is unlawful, and amounts to a breach its contracts with  
10 affected passengers. Through this action, Plaintiffs, on behalf of themselves and the class they seek  
11 to represent, seek compensatory and exemplary damages for United’s serial wrongdoing.  
12

13                     **PARTIES, JURISIDCTION, AND VENUE**  
14

15         8. Plaintiff Aviva Copaken is a resident of Los Angeles, California.

16         9. Plaintiff Marc Brenman is a resident of San Francisco, California.

17         10. Defendant United is a major commercial airline headquartered in Chicago, Illinois.  
18 United is a wholly owned subsidiary of United Airlines Holdings, Inc., a publicly traded company  
19 listed on the Nasdaq Stock Market (ticker symbol: UAL). Defendant United engages in substantial  
20 activities in San Francisco, including by maintaining the San Francisco Airport as a “hub” for  
21 significant operations and travel.  
22

23         11. **Divisional Assignment:** In accordance with Civil L.R. 3-2(c) and 3-5(b), this matter  
24 should be assigned to the San Francisco division because Plaintiff Marc Brenman is a resident of  
25 San Francisco, United engaged in substantial activities giving rise to the complaint in San  
26 Francisco, and Mr. Brenman took the flight at issue in this case from San Francisco’s International  
27 Airport, SFO, where United engages in substantial operations.  
28



**A. UNITED CHARGES PASSENGERS ADDITIONAL FEES  
TO SELECT WINDOW SEATS**

19. When a typical passenger books a basic fare on a United flight, they do not get the opportunity to select a particular seat without paying additional consideration. By default, a passenger paying basic fare is randomly assigned a seat—and often a less desirable one—after the passenger has concluded his or her check-in on the day of travel.

20. United enables passengers to select a particular seat, however, if they expend additional cash, rewards program credits, if they utilize program benefits earned from paying annual fees using their credit cards, or if they upgrade to a different class of ticket, including “preferred,” “Economy Plus,” and similar options. These fees vary based on factors like seat location, route, and demand.

21. On domestic routes, United’s standard fee to select a basic economy “window” seat often exceeds \$50. On international routes, these extra fees can exceed \$100 per seat. In addition, United charges hundreds—sometimes thousands of dollars—for seats in premium cabins, which provides customers the opportunity to select a window seat in the premium cabin. United also routinely charges a premium for “window” seats as compared to middle seats.

22. These additional fees to select a particular seat are charged in addition to the base fare, taxes, and other fees. United collects these upgrade fees as separate line items at the time of booking, and presents them as necessary for passengers to choose their seat locations in advance. These fees are non-refundable so long as the passenger actually obtains that seat on their flight, and is not placed somewhere else on the plane.

23. United may also collect other forms of added consideration in exchange for allowing passengers to select a particular seat. For example, United may offer passengers the opportunity to exchange United rewards program credits, or United-branded credit card benefits. In such circumstances, customers incur costs to select a seat in the form of lost opportunity to book free

1 travel earned from United, or in annual membership fees and the opportunity cost of benefits they  
2 would have obtained from using different credit card reward programs.

3       24. When United charged these fees or otherwise benefitted from consideration  
4 generated by passenger seat selections, it accrued obligations to provide such passengers with the  
5 seat selection of their choice, or else refund the additional fees.

6       25. Of its own volition, United undertook to create a seat selection fee for a window seat,  
7 set the amount of the fee, and required its passengers to pay the fee. Upon acceptance of the seat  
8 selection fee for “window” seats, United incurred an obligation to provide a window seat (*i.e.* a seat  
9 with an actual window).

#### 11 **B. SOME UNITED “WINDOW” SEATS DO NOT HAVE WINDOWS**

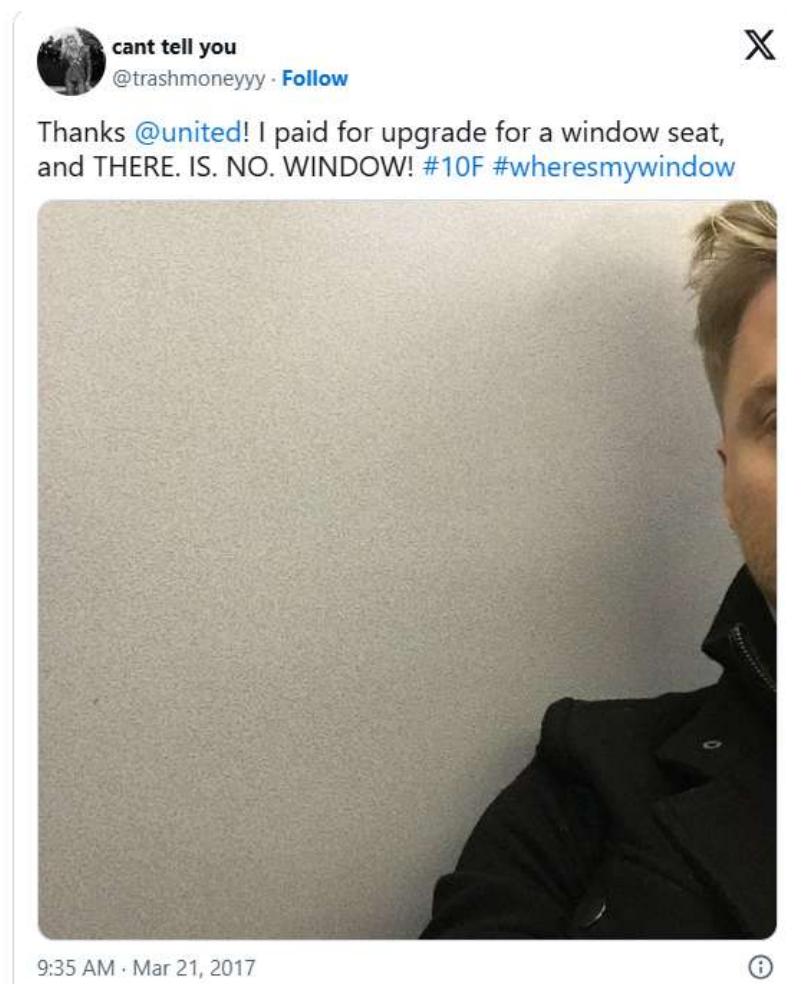
12       26. United Airlines operates a fleet of over 1,000 aircraft, including hundreds of Boeing  
13 737-series and Airbus A321-series planes serving domestic and international routes. United is one  
14 of the largest operators of Boeing 737s globally, with around 500 737s in its fleet as of mid-2025.

15       27. Most of these kinds planes (if not all of them), as well as others in United’s fleet,  
16 have at least one wall-adjacent seat that does not have a window (“Windowless Seat(s)”). This is  
17 typically the result of the positioning of air conditioning ducts, which leaves at least one seat—often  
18 10A, 11A, or 12A—without a window. The Windowless Seat generally looks like this:



28. As one of United's competitors, Alaska Airlines, explains on its website: "That's the spot where Boeing places the air conditioning riser ducts from the belly.... The vertical ducts are located behind the passenger compartment sidewall panels and they prevent the installation of a window in one row on the left side. This is standard on all Boeing 737 aircraft, not just ours."

29. As in the example in the following social media post, numerous travelers have reported paying extra for a seat they believed would have a window only to realize it was a Windowless Seat upon boarding. Such passengers have reported that United has refused to compensate them for purchasing those seats.



1           30. In addition, United operates at least 38 Airbus A321-family aircraft, including  
2 A321-neo and A321-xlr variants, which also have Windowless Seats. As with the Boeing 737  
3 configurations, on certain A321 configurations, United sells seats labeled “window” seat that are  
4 adjacent to mid-cabin overwing exit areas or door plugs and thus lack an actual window panel,  
5 depriving consumers of the expected benefit for which they remit additional consideration.  
6

7           **C. UNITED ADVERTISES THAT ITS WINDOWLESS SEATS HAVE A “WINDOW”**

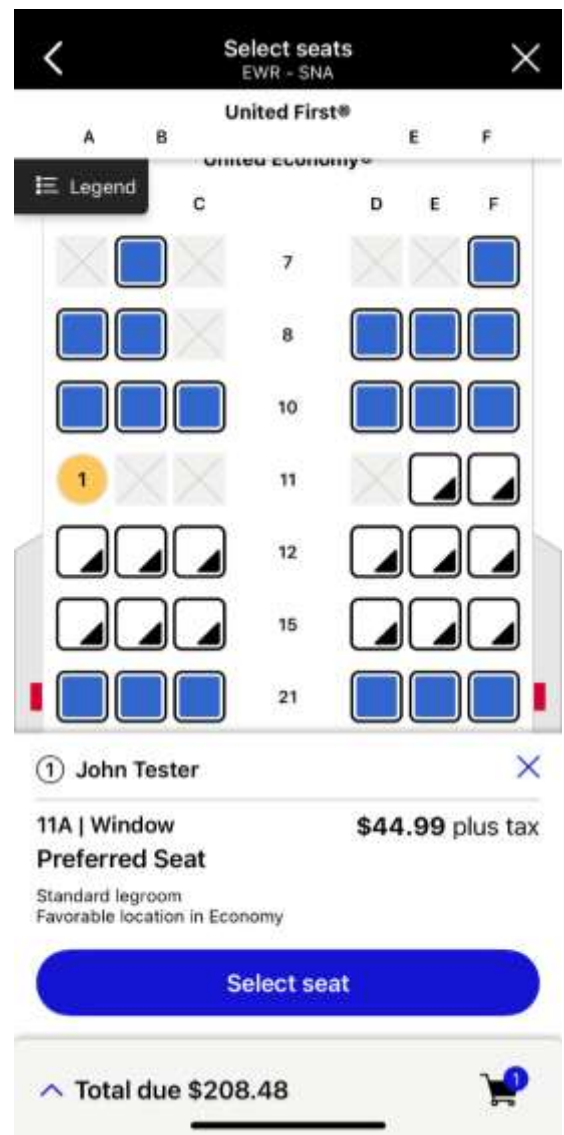
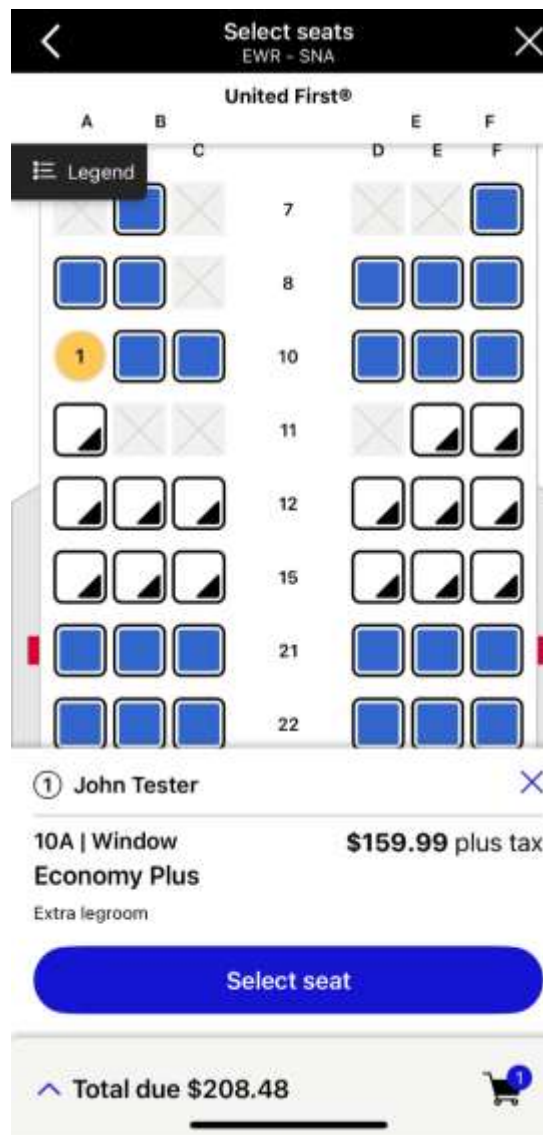
8           31. Travelers can purchase tickets for United flights through the United mobile  
9 application (“App”), online via the United website, and through third-party ticketing agents.

10          32. The App is available for download on iOS and Android devices. United markets the  
11 App as a convenient, user-friendly platform for booking and managing air travel. According to  
12 United, it is the most downloaded airline app, and nearly 90 percent of United flyers use the App on  
13 the day of travel.  
14

15          33. Travelers often use the App to purchase United fares. After selecting a flight  
16 itinerary and entering passenger information, the App prompts customers to select seats for each  
17 flight segment. The seat map presented within the App visually distinguishes seat types—such as  
18 window, middle, and aisle—and assigns prices for seat selection accordingly.

19          34. United’s App labels seats as “window” or “aisle” through visual placement on the  
20 seat map and accompanying textual cues, but it does not provide any disclaimer or indication that  
21 certain seats labeled as “window” may not have an actual window.  
22

23          35. To the contrary, United’s App expressly represents that the Windowless Seats have a  
24 “window.” For example, a Boeing 737-800, has a Windowless Seat at one of seat 10A or 11A,  
25 depending on the configuration. Nevertheless, as shown in the screenshot below, the United App  
26 affirmatively describes both as “Window” seats during the ticket selection process, and charges  
27 between \$44.99 and \$159.99 for the option to select the seat.  
28



36. Seat selection fees displayed in the App vary based on the seat's perceived desirability, with "window" and "aisle" seats generally priced higher than middle seats. Consumers are not warned during the selection process that some "window" seats may lack an actual window.

37. The App finalizes the seat selection by charging the customer's chosen payment method for the selected seats, in addition to the base fare. The seat fee is non-refundable if the passenger ultimately obtains that seat, and the fee is added before ticket confirmation.

38. Consumers reasonably rely on the App's seat map and labels when making

1 selections and paying additional fees, believing that a “window” seat will include a physical  
2 window and associated benefits such as outside visibility and reduced claustrophobia. In fact, the  
3 description of a Windowless Seat as having a “Window,” forms part of the contract of sale between  
4 the consumer and United.

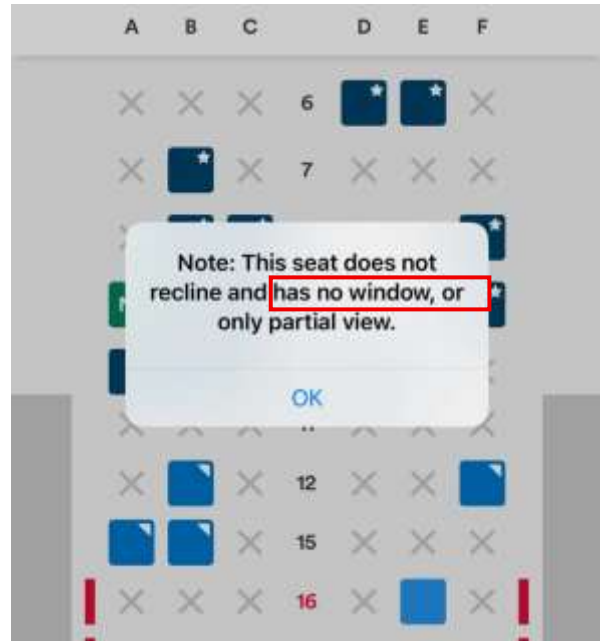
5  
6 39. At no point during the seat selection process on the App does United provide an  
7 option to verify whether the selected “window” seat actually includes a window, nor does it allow  
8 consumers to preview or confirm the physical configuration of the aircraft before completing the  
9 transaction. Nor does United disclose that a “window” seat may be a Windowless Seat at any point  
10 during the transaction process.

11  
12 40. Travelers who purchase airline tickets on United through its website face similar  
13 issues. When they purchase seats on the United website, United displays a seating chart that implies  
14 that a seat will have a window based on its proximity to the side of the aircraft. When selecting the  
15 same seats on a Boeing 737 without a window, consumers are not made aware that their seat does  
16 not include a window.

17  
18 41. Upon information and belief, customers who purchase a window seat, including  
19 Windowless Seats, on either the App or website, are provided a boarding pass that describes the  
20 “windowless” seats as having a “Window.”

21 **D. UNITED’S COMPETITORS AFFIRMATIVELY DISCLOSE THAT THEIR  
22 WINDOWLESS SEATS HAVE NO WINDOW**

23 42. While United affirmatively represents that its Windowless Seats have a “window,”  
24 several of its competitors disclose that their Windowless Seats do not. For example, both American  
25 Airlines and Alaska Airlines also operate Boeing 737-800 aircraft that have Windowless Seats.  
26 However, when a customer attempts to purchase those windowless “window” seats, both American  
27 Airlines and Alaska Airlines discloses that the seat has “no window view,” as shown in the  
28 screenshots below (with emphasis).

**American Airlines Notice****Alaska Airlines Notice**

43. American Airlines and Alaska Airlines are not alone. For instance, Ryanair, a large low-cost carrier that primarily operates in Europe, also alerts travelers about the nature of its Windowless Seats. As a result, and in recognition that the Windowless Seats are less desirable, Ryanair charges less for them.

**E. UNITED'S CONTRACTS WITH PASSENGERS REQUIRE IT TO PROVIDE THE PROMISED "WINDOW" SEAT**

44. As set forth above, when a customer purchases a window seat on United's website or its App, United expressly and impliedly represents that the seat purchased includes a window. The specific seat selected by the customer, including the representation that it contains a Window, is incorporated into the sale of the ticket by United.

45. Along with such ticketing information, United also requires customers to agree to its

1 standard Contract of Carriage, which United says also become part of the overall contract with a  
2 passenger. The Contract of Carriage confirms that Transportation of Passengers and Baggage on  
3 flights are “subject to the terms and conditions set forth in United’s Contract of Carriage, in addition  
4 to any terms and conditions printed on or in any ticket, ticket jacket, or eticket receipt.” Because  
5 United describes Windowless Seats as “Window” seats during the check-out process that generates  
6 the terms of the sale, and does so as well on the ticket itself and/or boarding pass, United expressly  
7 undertakes an obligation to provide such passengers with a Window seat.  
8

9 46. United’s Contract of Carriage also defines Ticket to mean the “record of agreement,  
10 including electronic tickets... for Passenger air transportation provided by UA under certain terms  
11 and conditions to the Passenger named on the Ticket and in accordance with applicable governing  
12 tariffs and regulations.” That record included the customer’s selection of a window seat that  
13 describes the seat as including a “Window.”  
14

15 47. As a result of these provisions, and others, United has expressly or impliedly  
16 assumed an obligation to provide customers with window seats when a customer selects a  
17 window seat for purchase. It then breached those obligations by failing to provide those  
18 customers with a seat that includes a window.

19 **F. UNITED’S CONTRACTS WITH PASSENGERS REQUIRE IT TO PROVIDE THE**  
20 **PROMISED “WINDOW” SEAT**

21 48. In and around May of 2025, Plaintiff Aviva Copaken purchased three flights on  
22 United in which she paid extra to purchase a “window” seat. Each of the flights departed from  
23 LAX. Copaken prefers a window seat because she experiences claustrophobia on flights and  
24 enjoys a view while looking out the window of the airplane. On each of the three occasions, she  
25 was disappointed to discover that her “window” seat did not have a window at all. She paid  
26 between \$45.99 and \$169.99 to select the “window” seat on each of those flights.  
27

28 49. Copaken provided United with notice of her complaint. In response, United

1 refunded the fees she paid for two of her flights, but United has not refunded the fees for the  
2 third flight or other damages (including interest) from Copaken's third flight.

3       50. Upon information and belief, United made the decision to refund Copaken's  
4 purchases only after learning that Copaken may be a plaintiff in this class action lawsuit in a bad  
5 faith attempt to moot her claims. In particular, based on United's prior social media posts,  
6 United had previously taken a position to refuse refunds for purchasing "window" seats where  
7 customers sat next to a wall. However, upon information and belief, once news of this lawsuit  
8 became public, United has attempted to refund customers who make a pre-litigation demand, as  
9 required by the unconscionable requirements of United's Contract of Carriage. That Contract  
10 purports to require pre-litigation demands and then states that if customers do not comply with  
11 the provision, United may seek sanctions and attorney's fees. That provision is unenforceable  
12 under California law.  
13  
14

15       51. In or around April of 2025, Plaintiff Marc Brenman purchased a flight on United  
16 from San Francisco to Washington D.C. in which he used points and benefits conferred from  
17 annual fees in to select a "window" seat. Brenman prefers a window seat so that he can watch  
18 the view as he crosses the country. He was disappointed to discover that his "window" seat did  
19 not have a window at all. Brenman provided United with notice of his complaint and they  
20 refunded him 7,500 miles, which is insufficient to compensate him for the extra fees and  
21 benefits he utilized to choose a window seat.  
22

### 23                                   **CLASS ALLEGATIONS**

24       52. Plaintiffs incorporate the above allegations as if fully set forth below.

25       53. Plaintiffs bring this class action individually and on behalf of all members of the  
26 following classes of similarly situated persons pursuant to Federal Rule of Civil Procedure  
27 23(b)(2), 23(b)(3), and 23(c)(4):  
28

**Nationwide Class**

All persons and entities in the United States that purchased airfare from United and remitted additional consideration to obtain a window seat, but received a Windowless Seat (“Class Members”).

**California Subclass**

All persons and entities in California that purchased airfare from United and remitted additional consideration to obtain a window seat but received a Windowless Seat (“Subclass Members”) (together with the Class Members, “classes”).

54. Excluded from the classes are United and its subsidiaries, affiliates, officers, directors, and any entity in which United has a controlling interest; and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

55. Plaintiffs reserve the right to modify or amend the definition of the proposed classes before the Court determines whether certification is appropriate.

56. Numerosity: The members in the classes are so numerous that joinder of all class members in a single proceeding would be impracticable. While the exact number of members of the classes are unknown at this time and can only be determined by appropriate discovery, Plaintiffs are informed and believe that the classes are likely to include thousands of members. As set forth above, in the last four years alone, United has likely sold more than 1 million Windowless Seats. Therefore, the classes are sufficiently numerous that joinder of all members in a single action is impracticable under Rule 23(a)(a), and the resolution of claims through the procedure of a class action will benefit the parties and the Court.

57. Commonality and Predominance: Common questions of law and fact exist as to all class members and predominate over any potential questions affecting only individuals. Such common questions of law or fact include, among other things:

- a. Whether United breached a self-imposed duty to provide class members with a window when they selected a window seat.

- b. Whether United breached its agreement(s) with passengers who paid fees to purchase a window seat or otherwise conferred a benefit on United to select those seats when those customers were seated in a seat that does not include a window;
- c. Whether United unfairly or deceptively induced class members to remit additional consideration to obtain the Windowless Seats;
- d. Whether United is obligated to refund fees charged to class members for their obtainment of Windowless Seats.

58. United engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiffs individually and on behalf of all other class members. Individual questions, if any, pale in comparison, in both quantity and quality, to the numerous common questions that dominate this action.

59. Typicality: Plaintiffs' claims are typical of the claims of the class members. Plaintiff, like all proposed members of the classes, selected a window seat on a United flight, but was placed in a Windowless Seat. Plaintiffs and class members were injured by the same wrongful acts, practices, and omissions committed by United, as described above. Plaintiffs' claims therefore arise from the same practices or course of conduct that give rise to the claims of all class members.

60. Adequacy: Plaintiffs will fairly and adequately protect the interests of the class members. Plaintiffs are adequate representatives of the classes and have no interests adverse to, or in conflict with, the classes they seek to represent. Plaintiffs have retained counsel with substantial experience and success in complex civil litigation and class actions.

61. A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action.

1           62. Adequate notice can be given to class members directly using information  
2 maintained by United.

3           63. Predominance. The issues in this action are appropriate for certification because  
4 such claims present only particular, common issues, the resolution of which would advance the  
5 disposition of this matter and the parties' interests therein. Defendant has engaged in a common  
6 course of conduct toward Plaintiffs and Class members. The common issues arising from  
7 Defendant's conduct affecting Class members set out above predominate over any  
8 individualized issues. Adjudication of these issues in a single action has important and desirable  
9 advantages of judicial economy.  
10

11  
12           **COUNT I: BREACH OF SELF-IMPOSED UNDERTAKING UNDER *AMERICAN***  
13                                   ***AIRLINES* v. *WOLENS*, 513 U.S. 219 (1995)**

14           64. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if  
15 fully set forth herein.

16           65. Defendant created a self-imposed duty to, in exchange for the fees paid by its  
17 customers to select seats, provide customers who selected a "window" seat with a window.  
18 Defendant's self-imposed undertaking is independently evidenced by both its words and its  
19 conduct.

20           66. When purchasing a ticket, customers are told that they can select a "Window"  
21 seat for an extra fee. Customers are not warned that some "Window" seats do not, in reality,  
22 include a window. United then provided a ticket that described the seat as a "Window" seat.  
23 Defendant affirmatively took steps, adopted systems and policies, both visible and invisible to  
24 the passenger, and otherwise behaved consistent with its undertaking to provide customers with  
25 a "Window" seat in exchange for the fee. Passengers would not have paid the fee but for  
26 Defendant's undertaking of the obligation to provide a "Window" seat.  
27

28           67. When Defendant undertook the duty to provide a "Window" seat in exchange for

1 a fee and failed to do so, but retained the fee, Defendant breached its self-imposed undertaking  
2 and, as a consequence, is obligated to timely pay damages for its breach.

3  
4 **COUNT II: BREACH OF CONTRACT**

5 68. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if  
6 fully set forth herein

7 69. Plaintiffs, Class Members, and Defendant entered into express contracts under  
8 which Defendant agreed to provide customers who purchased a “Window” seat with a window.  
9 And Plaintiffs and Class Members agreed to pay and did pay the fee to Defendant. Those  
10 express contracts include the contract to provide a Window seat, as determined during the seat  
11 selection process, and the Contract of Carriage.

12  
13 70. Plaintiffs and each member of the Class are parties to contracts, including the seat  
14 select fee contract as well as the Contract of Carriage, with Defendant, that are uniform with  
15 respect to the provisions applicable to the claims asserted against Defendant.

16 71. Plaintiffs and each member of the Class have performed all conditions,  
17 covenants, and promises required to be performed on their part in accordance with the terms and  
18 conditions of the contract, except to the extent such performance was excused, released, or  
19 waived by the actions, conduct, or agreement of Defendant.

20  
21 72. Defendant breached its contractual obligations under the seat selection contracts  
22 and the Contract of Carriage with Plaintiffs and each member of the Class by failing to provide  
23 window seats for customers who selected a window seat.

24 73. As a direct and proximate result of Defendant’s failure to provide such window  
25 seats, Plaintiffs and each member of the Class have been damaged in an amount to be  
26 determined at trial.  
27  
28

**COUNT III: BREACH OF IMPLIED CONTRACT**

74. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if fully set forth herein.

75. Contracts may be made by a writing, orally, or by the conduct of the parties, or by a combination of any of the aforementioned. Each such contract is equally valid and enforceable, with the chief difference between them the manner of proof of the terms of the contract. Plaintiffs and the Class Members and Defendant entered into a contract that was partly written and partly implied by conduct, under which Defendant agreed to provide Plaintiffs and Class Members with a window seat, including a window; this was a material term of the express contract. And, Plaintiffs and the Class Members agreed to pay and did pay a fee to select such window seat during the purchasing process.

76. The express terms were payment of a specific fee by Plaintiffs and the Class Members in exchange for assignment of a specific seat that was located next to a “window” on a seat map or described as a “window” on a seat map or on a ticket. The implied terms of the contract were that Defendant and Plaintiffs and the Class Members agreed that such seats included a window.

77. Plaintiffs and each member of the Class are parties to contracts, including the seat select fee contract as well as the Contract of Carriage, with Defendant, that are uniform with respect to the provisions applicable to the claims asserted against Defendant.

78. Plaintiffs and each member of the Class have performed all conditions, covenants, and promises required to be performed on their part in accordance with the terms and conditions of the contract, except to the extent such performance was excused, released, or waived by the actions, conduct, or Agreement of Defendant.

79. Defendant breached its contractual obligations under the seat selection contracts and the Contract of Carriage with Plaintiffs and each member of the Class by failing to provide

1 window seats for customers who selected a window seat.

2       80. As a direct and proximate result of Defendant's failure to provide such window  
3 seats, Plaintiffs and each member of the Class have been damaged in an amount to be  
4 determined at trial.

5  
6 **COUNT IV: UNFAIR COMPETITION AND PUBLIC INJUNCTION**

7       81. Plaintiffs and members of the California Subclass reallege and incorporate by  
8 reference all preceding paragraphs as if fully set forth herein.

9       82. Plaintiffs, on behalf of the California Subclass, bring this action on behalf of the  
10 general public to enjoin Defendant's unlawful, unfair, and deceptive business practices pursuant  
11 to California Business & Professional Code Sections 17200, et seq (the "UCL") and/or the  
12 Consumer Legal Remedies Act, Civil Code Section 1750 et seq (the "CLRA").

13  
14       83. Defendant markets and sells airline seats designated as "window seats" and  
15 charges consumers a premium for those seats.

16       84. In numerous instances, seats sold as "window seats" do not in fact provide an  
17 actual window. Instead, passengers seated there face a blank wall panel where a window would  
18 ordinarily be located.

19  
20       85. Plaintiffs and Subclass Members have suffered injury in fact and have lost money  
21 as a result of Defendant's conduct, thereby conferring standing under the Business and  
22 Professions Code Section 17204 and Civil Code section 1780(a).

23       86. Defendant has engaged and continues to engage in business practices that are  
24 unlawful, unfair, or fraudulent, including but not limited to selling window seats that do not, in  
25 fact, include a window, and charging customers for the privilege.

26  
27       87. Pursuant to Business & Professions Code § 17203, Plaintiffs seek restitution of  
28 all monies Defendant wrongfully obtained through its deceptive practice of selling "window

1 seats” without windows.

2 88. Plaintiffs also seeks disgorgement of all ill-gotten revenues derived from this  
3 unlawful practice to the extent permitted under California law.

4 89. Plaintiffs further seek an award of attorney’s fees and costs pursuant to Code of  
5 Civil Procedure § 1021.5.

6 90. Plaintiffs and Subclass Members seek public injunctive relief, defined by  
7 California courts as relief that by and large benefits the general public as a whole, and that is not  
8 simply incidental to relief obtained by the plaintiff.

9 91. Specifically, Plaintiffs seeks an injunction requiring Defendant to cease the  
10 unlawful, unfair and fraudulent practices described herein, provide clear and conspicuous  
11 disclosures regarding the true nature of the allegedly “windowless” window seats that they sell,  
12 and undertake corrective advertising and/or consumer notice as necessary to remedy the  
13 misleading and deceptive practice.

14 92. Unless enjoined by this Court, Defendant will continue to engage in these  
15 unlawful and unfair business practices, which pose a substantial and ongoing risk of harm to the  
16 general public.

17 93. The injunctive relief is designed to prevent future harm to the public at large and  
18 compliance with California law.

19 94. Plaintiffs have no adequate remedy at law to protect the public from Defendant’s  
20 ongoing misconduct.

21 95. Issuance of a public injunction is in the public interest to stop Defendant from  
22 continuing to gain an unfair competitive advantage from misleading and harming customers.

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27 **PRAYER FOR RELIEF**

28 Plaintiffs, individually and on behalf of all other members of the Class, respectfully



1 Dated: August 19, 2025

Respectfully Submitted,

2 /s/ Carter E. Greenbaum

3 Carter E. Greenbaum (SBN 344692)  
4 **GREENBAUM OLBRANTZ, LLP**  
5 160 Newport Center Drive, Suite 110  
6 Newport Beach, CA 92660  
7 Tel: (332) 222-9119  
8 Email: carter@greenbaumolbrantz.com

9 Casey Olbrantz (*pro hac vice forthcoming*)  
10 **GREENBAUM OLBRANTZ, LLP**  
11 244 Fifth Avenue, Suite C221  
12 New York, NY 10001  
13 Tel: (332) 222-9119  
14 Email: casey@greenbaumolbrantz.com

15 *Attorneys for Plaintiffs*