

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

**YARINELL ROMÁN, PAUL ROBERTS II,
and JOAQUIN RIVERA** on behalf of
themselves and all others similarly
situated,

CASE NO.

Plaintiffs,

CLASS ACTION COMPLAINT

v.

JURY TRIAL DEMANDED

SPIRIT AIRLINES, INC.,

Defendant.

_____ /

CLASS ACTION COMPLAINT

Plaintiffs Yarinell Román, Paul Roberts II, and Joaquin Rivera (“Plaintiffs”) file this class action complaint (“Class Action Complaint”) on behalf of themselves and all others similarly situated, by and through the undersigned attorneys, against Spirit Airlines, Inc. (hereinafter “Spirit” or “Defendant”), and states as follows:

I. Nature of the Action

1. Unlike all other commercial airlines, Spirit offers its customers the unique opportunity to enter into a contract to “skip” the general population airport security line by purchasing Spirit’s “Shortcut Security” option for \$6 at designated airports in the United States. Spirit’s Shortcut Security option is supposed to be a separate line distinct from the general security line, which is faster for Spirit customers. Anyone who has traveled through the Orlando Airport during a holiday or Spring Break can attest to what a huge value such a benefit would be. As a result, thousands of Spirit customers gladly pay a mere \$6 to skip the long security line at Orlando International Airport. However, the reason that no other airline offers such a service and the reason Spirit can offer it so cheap is because the fee is a complete sham. There is no way to skip the

general security line at the Orlando International Airport. Spirit is simply contracting for something that does not exist. This case seeks refunds for the thousands of customers duped by Spirit's unfair and deceptive business practice.

2. The Shortcut Security agreement is a separate and distinct contract from the customers' Contract of Carriage which pertains to their flight.

3. Spirit offers the Shortcut Security contract through its online website www.spirit.com, and at Spirit electronic kiosks and Spirit agent staffed desks at participating airports.

4. Plaintiff Román purchased Spirit's Shortcut Security option for \$6 on Spirit's website www.spirit.com.

5. Plaintiff Rivera purchased Spirit's Shortcut Security option for \$6 at a Spirit electronic kiosk at Orlando International Airport.

6. Plaintiff Roberts purchased Spirit's Shortcut Security option at the Spirit agent staffed desk at the Orlando International Airport for \$6.

7. Plaintiffs' flights were all departing from the Orlando International Airport (MCO) which is designated by Spirit as a participating Shortcut Security airport location.¹

8. However, Plaintiffs learned that there is no Spirit "Shortcut Security" line available at the Orlando International Airport when they attempted to use their "Shortcut Security" access at the terminal designated for Spirit flights. In fact, the TSA agents at the airport laughed when they tried to ask where the Spirit line was located.

9. Upon information and belief, Spirit's failure to provide "Shortcut Security" is not limited to Orlando International Airport. Instead, it is Spirit's systematic company-wide practice

¹ <https://customersupport.spirit.com/hc/en-us/articles/230896268-Need-Information-About-Shortcut-Security->

to repeatedly enter into agreements and to have customers pay for its “Shortcut Security” option even where the airport the customer is traveling from does not actually provide the service.

10. Therefore, this is a simple class action case about Spirit Airlines methodical, unfair and deceptive business practice of offering and selling “Shortcut Security” benefits when in fact, such benefits do not exist at some locations where it is offered and sold in violation of the Florida Deceptive and Unfair Trade Practices Act FLA. STAT. § 501.201, *et seq* and in breach of the Shortcut Security contract Spirit possesses with Plaintiffs.

II. Jurisdiction and Venue

11. As a result of regularly conducting business, promoting and/or selling, either directly or indirectly through third parties or related entities to consumers throughout the state of Florida, Defendant obtained the benefits of the laws of Florida.

12. The Court has jurisdiction over the state law claims pursuant to 28 U.S.C. § 1332(d), because there are at least 100 Class members in the proposed Class, the combined claims of proposed Class members exceed \$5,000,000, exclusive of interest and costs, and at least one Class member is a citizen of a state other than Defendant’s state of citizenship.

13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, because most of the events or omissions giving rise to Plaintiff’s claims occurred in this District and Defendant is subject to personal jurisdiction in this District. Additionally, pursuant to 28 U.S.C. § 1391(d), Spirit is subject to personal jurisdiction in the Southern District because its principal place of business is located in the Southern District of Florida

III. The Parties

14. Plaintiff Román was and is a citizen of Florida, at all times relevant to this action.

15. Plaintiff Roberts was and is a resident and citizen of Florida, at all times relevant

to this action.

16. Plaintiff Rivera was and is a resident and citizen of Florida, at all times relevant to this action.

17. Spirit is incorporated in Delaware and headquartered in Miramar, Florida and is a corporate citizen of both Delaware and Florida.

IV. Factual Allegations

A. Shortcut Security

18. Spirit Airlines is a budget airline that offers very low basic fares. However, Spirit attempts to make up for lost profits by offering consumers the opportunity to contract for further amenities or services. Bag fees, seat selection, and food and beverage fees are just a few of the ways that Spirit uses add on fees to increase its profit margin.

19. "Shortcut Security" is Spirit's proprietary alternative to TSA's "Precheck," service which actually skips the general population security checkpoint line at select airports. However, unlike the TSA, (which actually controls airport security), Spirit has no ability or authority to bypass the security line.

20. Regardless, Spirit offers consumers to enter into a standard form Shortcut Security contract online at www.spirit.com.

21. Additionally, the standard form Shortcut Security contract is offered to consumers at the Spirit electronic and Spirit agent staffed kiosks at the following airports that Spirit alleges Shortcut Security is available on their website, including Orlando International Airport (MCO)²:

² <https://customersupport.spirit.com/hc/en-us/articles/230896268-Need-Information-About-Shortcut-Security->

Where is Shortcut Security currently available?

Shortcut Security is currently available at the following airports:

- ATL
- BOS
- BWI
- CLE
- DEN
- DFW
- DTW
- FLL
- LAS
- LAX
- MCO
- MSY
- OAK
- ORD
- PDX
- PHL
- PHX
- RSW
- SAN - Effective June 5th
- SEA
- SJU

22. An actual Spirit Shortcut Security line does not exist at Orlando International Airport and other airports on this list, despite Spirit offering the Shortcut Security contract for Orlando International Airport at www.spirit.com and at the Orlando International Airport Spirit electronic and agent staffed kiosk.

23. Consumers who are “running late” for their flight when checking in at a Spirit electronic or agent staffed kiosk at the airport are vulnerable to the enticing option of entering into a Shortcut Security contract at the airport that would provide them a designated security line and faster time through security.

24. Spirit enters into standard form Shortcut Security contract with hurried consumers or consumers traveling over busy holidays knowing that these consumers will not have time to go back to the Spirit kiosks to confront Spirit once they learn there is no Spirit designated Shortcut Security line. Spirit relies on this exploitation of consumers as a revenue source.

25. Upon information and belief, Spirit’s uniform and repeated practice of entering into

Shortcut Security contracts with consumers, only to not actually offer the service when consumers reach the airport security line, is not limited to Orlando International Airport. Scores of consumers' complaints concerning Shortcut Security are readily available online, including the following few examples:

Don't buy short cut security with Spirit³

Understand it's a budget airline which is fine as long as things are made clear (which for many things they are). However, don't appreciate unfulfilled / potentially deceptive service. Purchased "short cut" security (supposed to be faster) service online. At DFW, agent ushering passengers did not know anything about it and sent us to the general security line. At ORD, agent did direct us to a shorter check point but the check point had already closed - no restrictions on check point timings were highlighted when the purchase for short cut security was made. The airline refused to provide a refund because they "could not verify if the services were actually used or not".

Date of travel: August 2018

Awful, horrible, unbelievable.... Never Again⁴.

I have flown for years...weekly, monthly... very often for work and pleasure. I took a chance on using Spirit Airlines on my trip to Orlando this past week. I paid for shortcut security for 3 people and TSA laughed at me. There is NO such thing. This airlines service is awful, dirty, and the lines on saving you money is a bunch of B.S. I'm disgusted with each customer service call I had regarding this trip. Never again. Your not saving any money on this airline by the time you pay for all their extras. I cannot believe their customer service. Being in customer service myself I'm disgusted! And as an owner of a resort I will tell all of my clients and guests to NOT choose Spirit Airlines. Save yourself the headache... do NOT fly with this airline!

Date of travel: March 2017

Yuck⁵

My husband, two children and I flew Spirit for the first time this week. The flight out was fine, no delays, no hassle getting checked in, friendly crew. Boy on the way home was that ever a different story. We arrived an hour and a half before our flight. It took us over an hour to get our bags checked. It was like nobody behind the counter knew what they were doing. We finally got through that and made it to our gate with about 10 minutes to spare. We were starving and although we had planned to eat at the airport, we didn't have time after the check in fiasco. A three hour flight with 2 starving kids is not fun. Also, one word of caution...do not buy the \$5/passenger upgrade for "security shortcut". TSA looked at me like I was crazy

³ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r452439551-Spirit_Airlines-World.html#

⁴ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r607076240-Spirit_Airlines-World.html#

⁵ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r455760399-Spirit_Airlines-World.html#

when I showed him the upgrade on my boarding pass. So now, the day after vacation, I have to deal with calling them to get my \$20 back. I'm all about discount airlines and don't need the frills but this was just dumb.

Date of travel: January 2017

Pay More!!!!⁶

This flight was delayed 3 times with out any reason. I have family in the area where this plane came from and it was clear sky's. The plane was filthy mess when we finally got into the plan and made it to my destination at 2 am and not 843. I paid for a hotel that I barely got to even sleep in that night. Took the same flight a year ago and my plane was just cancelled with no reason. I had to pay for a hotel to stay by airport because I live 2 hours way. Then when I was flying home yesterday I added short cut security to my ticket and Orlando airport says they don't honor for per check then what the heck did i pay money for? Then I'm on the phone took me 15 to just get past to a person and they said they will not refund the amount I paid. They were so unhelpful to boot i had to do it all over again today to be told i have to Email there help what heck i want To speak to a human!! 10 minutes and a lot of demanding i speak to a women who put me in Hold for an extended time and refunded my money but what a hasssle my whole experience has been with this airline i will pay for any other airline but this one... I travel for work and I have never ever encountered such a poorly run organization.....disappointed for sure ! BUYER BEWARE... choose another airline.

Date of travel: July 2018

Great prices, friendly flight staff but the workers at the airports are the problem⁷. We flew from Detroit to Fort Lauderdale and then on to St. Thomas USVI. We paid extra for security shortcut that was not honored or does not exist in Detroit or Fort Lauderdale. They outright told us that it did not matter what we paid for or what the ticket said, everyone stands in the same line and everybody waits their turn. We wasted money!

Date of travel: December 2016

Expected Very Little. Got even worse⁸.

Two Tickets Confirmation #LCS7FG & ODCF6D. Had no expectations flying Spirit. Could not complete reservation on line and called support. Agent made the seat arrangements for my wife and I. Asked for a confirmation email. Did not receive it. Called and asked an hour later. They said it takes a while. Never received. Never knew if we actually had seats or not. Got to the airport and paid for "Express Check In and Express Security. Never received either. TSA agent said they don't recognize Express at that airport.

Arrived at destination after layover at DFW. My wife's bag made it. Mine did not. All other airlines had a baggage claim office near carousel. Not Spirit. Not being

⁶ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r604060127-Spirit_Airlines-World.html#

⁷ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r452494378-Spirit_Airlines-World.html#

⁸ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r586230377-Spirit_Airlines-World.html#

able to find any help we went to Ticket Agent who agreed to help after checking in line of passengers. About 30 minutes later. Bag showed up about 26 hours later.

Upon return to Atlanta, took 30 minutes for bags to get to carousel. Following day requested credit for the bogus "Express Check In and Express Security". Support has offered a Spirit Credit which is completely useless. I paid in US Dollars and I want a refund in US Dollars. Not a worthless credit on a worthless airline. Not even going to bother putting in claim for clothes and toiletries than i had to buy for wedding then next day. Had all the grief I can handle with Spirit

Date of travel: May 2018

Worst customer service⁹

This was the WORST customer service I've ever received. We arrive at the airport after getting off of a cruise only to find out the ticket will not open for about 2 hours. So we are forced to wait at the ticket counter until their "shift starts." When we call customer service to ask why our email says "make sure to arrive at LEAST 2 or more hours before your flight " but they won't open until they feel like it. We were told "it's a generic email!" Well the way obvious and not helpful at all. Then I was told of I paid extra I could get some fast pass through security. Lie! It never worked for TSA and then the rep said if we wanted that reimbursed "fill out a form and we will review it." This airline is a joke and not worth the lower price. I guess it's true, you get what you pay for. NEVER AGAIN will we fly this airline.

Date of travel: October 2018

26. Therefore, not actually offering Shortcut Security at Orlando International Airport is not an isolated occurrence, rather, it is a part of a much larger company-wide scheme designed to be repeated as a profit center for Spirit.

27. It is an unfair and deceptive practice for Spirit to enter into a Shortcut Security contract with consumers, not actually offer the service at the contracted location, and subsequently keep the monies consumers paid to Spirit, despite not delivering any benefit of the bargain to consumers.

28. The Shortcut Security Contract Spirit entered into with Plaintiffs and other similarly situated consumers is a separate and distinct contract from Plaintiffs' Spirit Airline

⁹ https://www.tripadvisor.com/ShowUserReviews-g1-d8729157-r625068397-Spirit_Airlines-World.html#

Contract of Carriage.

29. The Contract of Carriage governs Spirit customers' flight reservation, flight fare, refusal of guests, acceptance of children, baggage, schedule changes, delayed flights, canceled flights, denied boarding, refunds, non-revenue guests, tarmac delay plan, and guest service plan. Nowhere in the Contract of Carriage is the Shortcut Security contract incorporated by reference.

Exhibit A

30. Paragraph 13.2 of Spirit's Contract of Carriage titled "No Class Action," which prohibits class actions brought pursuant to Spirit's Contract of Carriage, is inapplicable to the "Shortcut Security" contract between Plaintiffs and Spirit because the "Shortcut Security" contract between Spirit and Plaintiffs was separate and distinct from the Contract of Carriage.

B. Plaintiff Román's Shortcut Security Contract

31. In or around October 2018, Plaintiff Román purchased a Spirit flight departing from Orlando International Airport from Spirit's website www.spirit.com, which is governed by Spirit's Contract of Carriage.

32. Plaintiff Román also entered into a contractual agreement that was separate and distinct from her flight's Contract of Carriage for Shortcut Security in the amount of \$6.00.

33. The only description Spirit provided Plaintiff Román concerning the nature of the Shortcut Security contract is "Breeze through security and get settled quicker! Purchase Shortcut Security to get access to a dedicated lane."

34. "Purchase Shortcut Security to get access to a dedicated lane" leads reasonable consumers, such as Plaintiff Román, to the logical conclusion that there will be a designated Spirit security line that is separate from the general security line if they purchase "Shortcut Security."

35. Plaintiff purchased Shortcut Security because she wanted to go through airport

security in a faster designated line as opposed to the general security line which is often long and takes more than half an hour.

36. On the day of her flight, Plaintiff Román proceeded to the appropriate security checkpoint in Spirit Airline's terminal, but could not identify a dedicated Spirit Shortcut Security line or any variation of that line such as Spirit "priority," "premium," or "business/first class" lines.

37. Plaintiff approached the Transportation Security Administration ("TSA") employee stationed at the security checkpoint line and asked where the Spirit "Shortcut Security" line was located. The TSA informed her that there is no dedicated Spirit "Shortcut Security" line or any sort of priority lane for Spirit customers at the Orlando International Airport.

38. Plaintiff proceeded through the general security line after her discussion with the TSA employee, despite contracting and paying for a promised dedicated Spirit Shortcut Security line.

39. Plaintiff received no benefit from the Shortcut Security contract.

40. Spirit retained the monies she paid Spirit in exchange for Shortcut Security, despite not providing the service.

41. Plaintiff suffered damages as a result of Spirit's Orlando kiosk selling and advertising "Shortcut Security," yet not providing the service at all at Orlando International Airport

42. Spirit repeats this company-wide scheme to all consumers who are similarly situated to Plaintiff.

C. Plaintiff Roberts Shortcut Security Contract

43. In or around April 2019, Plaintiff Roberts made a flight reservation departing from Orlando International Airport, which is subject to Spirit's Contract of Carriage. He did not purchase Spirit's Shortcut Security option at the time he purchased his ticket.

44. When Plaintiff Roberts arrived at Orlando International Airport, he checked in at the Spirit agent staffed kiosk and noticed that the airport was very busy.

45. At the staffed Spirit kiosk, Plaintiff Roberts was offered a contract by Spirit that was separate and distinct from his flight's Contract of Carriage for Shortcut Security for \$6.

46. Plaintiff Roberts accepted Spirit's offer for "Shortcut Security" at Spirit's staffed kiosk by paying \$6, for the sole purpose of having a dedicated Spirit security lane rather than using the general security lanes.

47. After purchasing "Shortcut Security," Plaintiff Roberts proceeded to the appropriate security checkpoint in Spirit Airline's terminal, but could not identify a dedicated Spirit "Shortcut Security" line or any variation of that line such as Spirit "priority," "premium," or "business/first class" lines.

48. TSA employees told Plaintiff Roberts there was no Spirit Shortcut Security line at the Orlando International Airport.

49. Plaintiff Roberts proceeded through the general security line after his discussion with a TSA employee, despite contracting and paying for a promised distinct Spirit Shortcut Security line.

50. Plaintiff Roberts did not receive any benefit from his Shortcut Security contract.

51. Spirit retained the monies Plaintiff Roberts paid for the Shortcut Security contract, despite not providing the dedicated line.

52. Plaintiff Roberts suffered damages as a result of Spirit's Orlando staffed kiosk contracting with Plaintiff for Shortcut Security, yet not providing the service at all.

D. Plaintiff Rivera's Shortcut Security Contract

53. In or around 2019, Plaintiff Rivera made a flight reservation departing from

Orlando International Airport, which is subject to Spirit's Contract of Carriage. At the time he purchased his ticket, he did not purchase Spirit's Shortcut Security option.

54. When Plaintiff Rivera arrived at the Orlando International Airport in or around June 2018, he checked in at the electronic Spirit kiosk.

55. At the electronic Spirit kiosk, Plaintiff Rivera was offered a contract by Spirit that was separate and distinct from his flight's Contract of Carriage for Shortcut Security.

56. Plaintiff Rivera accepted Spirit's offer for Shortcut Security" by clicking on the option through Spirit's electronic kiosk, by inserting a credit card at that time to pay for having a dedicated security lane that was different and quicker than the general security line.

57. After purchasing "Shortcut Security," Plaintiff Rivera proceeded to the appropriate security checkpoint in Spirit Airline's terminal, but could not identify a dedicated Spirit Shortcut Security line or any variation of that line such as Spirit "priority," "premium," or "business/first class" lines.

58. TSA employees told Plaintiff Rivera there was no Spirit Shortcut Security dedicated line at the Orlando International Airport, despite Plaintiff contracting and paying for a distinct Spirit Shortcut Security option.

59. Plaintiff Rivera suffered damages as a result of Spirit's Orlando electronic kiosk selling Shortcut Security to Plaintiff, yet Spirit does not provide the service at all.

E. The Airline Deregulation Act

60. The Airline Deregulation Act ("ADA") preemption clause stops states from imposing their own substantive standards with respect to rates, routes, or services, but not from affording relief to a party who claims and proves that an airline dishonored a term that the airline itself stipulated. This distinction between what the States dictate and what the airline itself

undertakes confines courts, in breach of contract actions, to the party's bargain, with no enlargement or enhancement based on state laws or policies external to the agreement.

61. Here, Spirit dishonored the Shortcut Security contract agreement that it offered and stipulated to with Plaintiffs and that was a separate contract from Spirit's Contract of Carriage with Plaintiffs, therefore, the ADA does not preempt Plaintiffs' state law claims.

V. Class Action Allegations

62. Plaintiffs seek to bring this case as a class action, pursuant to Rule 23 of the Federal Rules of Procedure. The proposed classes are defined as follows:

Online Class: All persons within the United States who, according to Spirit Airline's records, purchased Shortcut Security from www.spirit.com for a specific date at a participating airport location and a dedicated Shortcut Security line was not offered at that location on that date, within the applicable limitations period.

Staffed Kiosk Class: All persons within the United States who, according to Spirit Airline's records, purchased Shortcut Security from a Spirit staffed airport kiosk and a dedicated Spirit Shortcut Security line was not offered at that airport location, within the applicable limitations period.

Electronic Kiosk Class:

All persons within the United States who, according to Spirit Airline's records, purchased Shortcut Security from a Spirit electronic airport kiosk and a dedicated Spirit Shortcut Security line was not offered at that airport location, within the applicable

limitations period.

Collectively, the Classes are referred to herein as the “Class.” Expressly excluded from the Class are: (a) any Judge or Magistrate presiding over this action and members of their families; (b) Spirit and any entity in which Spirit has a controlling interest, or which has a controlling interest in Spirit, and its legal representatives, assigns and successors; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

63. Plaintiffs reserve the right to amend the Class definitions if further investigation and discovery indicates that the Class definitions should be narrowed, expanded, or otherwise modified. Because Spirit is headquartered in Florida, its unfair and deceptive practices complained of herein were developed and orchestrated from its headquarters in Florida and Florida law should apply to all claims of all class members regardless of where they are located.

Rule 23(a) Criteria

64. **Numerosity.** Spirit’s scheme has harmed and continues to harm consumers. The members of the proposed Class are so numerous that joinder of all members is impracticable.

65. The exact number of Class members is unknown as such information is in the exclusive control of Spirit. However, due to the nature of the trade and commerce involved, Plaintiffs believe the Class consists of easily thousands of consumers, geographically dispersed throughout the United States and within the state of Florida, making joinder of all Class members impracticable.

66. **Commonality.** Common questions of law and fact affect the right of each Class member and common relief by way of damages is sought for Plaintiffs and Class members.

67. The harm that Spirit has caused or could cause is substantially uniform with respect to Class members. Common questions of law and fact that affect the Class members include, but

are not limited to:

- (a) Whether Spirit contracted to provide a non-existing Shortcut Security service into the stream of commerce in Florida and other states;
- (b) Whether Spirit was unjustly enriched by the sale of the non-existing Shortcut Security at Orlando International Airport;
- (c) Whether Spirit knew, or should have known, that they sold Shortcut Security at airport locations that do not provide the service;
- (d) Whether Spirit engaged in fraudulent, false, deceptive and /or misleading misconduct with respect to charging and collecting for Shortcut Security at a location where Spirit does not provide the service;
- (e) Whether Spirit omitted material information when they advertised, marketed, and sold Shortcut Security; and
- (f) Whether the members of the Class have sustained damages and, if so, the proper measure of such damages.

68. **Typicality.** The claims and defenses of the representative Plaintiffs are typical of the claims and defenses of the Class. Each named Plaintiff purchased the Shortcut Security option in the manner described herein and shall represent those class members that purchased through the same avenue. The claims of the named Plaintiffs are the same as the claims of similarly situated class members who also purchased the Shortcut Security option for Orlando or other locations where the service was not available.

69. **Adequacy of Representation.** The representative Plaintiffs will fairly and adequately assert and protect the interests of the Class:

- (a) Plaintiffs have hired attorneys who are experienced in prosecuting class action claims and who will adequately represent the interests of the class; and
- (b) Plaintiffs have no conflict of interest between themselves and the class members they seek to represent that will interfere with the maintenance of this class action.

Rule 23 (b) Criteria

70. A class action provides a fair and efficient method for the adjudication of this controversy for the following reasons:

- (a) The common questions of law and fact set forth herein predominate over any questions affecting only individual Class members;
- (b) While the Class is so numerous as to make joinder impractical, the Class is not so numerous as to create manageability problems. There are no unusual legal or factual issues that would create manageability problems;
- (c) Upon information and belief, Spirit is responsible for selling Shortcut Security at Orlando International Airport where the service is not provided, making this forum appropriate for the litigation of the claims of the entire Class; and
- (d) The claims of the individual Class members are small in relation to the expenses of litigation, making a Class action not only superior to other available options, but the only procedural method of redress in which Class members can, as a practical matter, recover.

VI. Causes of Action

COUNT I
Breach of Contract
(On Behalf of Online Class)

71. Plaintiffs repeat and re-allege paragraphs 1 through 70 as if set forth herein in full.

72. In or around October 2018, Plaintiff Román contracted with Spirit for Shortcut Security on www.spirit.com.

73. Plaintiff Román's Shortcut Security contract was separate and distinct from her Spirit Contract of Carriage. The terms and conditions of the Contract of Carriage do not apply to Plaintiff Román's and Class members' Shortcut Security contracts.

74. Plaintiff Román and Class members performed all conditions precedent to filing this action.

75. Plaintiff Román and Class members' Shortcut Security contract promised a security line that was its own distinct line and not the general security line used by the general public.

76. Spirit breached the Shortcut Security contract with Plaintiff Román and Class members because there was no designated Shortcut Security line at the Orlando International Airport or other airports serviced by Spirit.

77. Spirit also breached its Shortcut Security contract with members of the class traveling to other airports that do not have a designated Spirit security line.

78. Plaintiff received no benefit from the Shortcut Security contract.

79. As a direct and proximate result of Spirit's breach, Plaintiff Román and Class members have been harmed by paying for Shortcut Security, but when they attempted to use the Shortcut Security, there was no designated Shortcut Security line available.

COUNT II
Breach of Contract
(On Behalf of Staffed Kiosk Class)

80. Plaintiffs repeat and re-allege paragraphs 1 through 70 as if set forth herein in full.

81. In or around April 2019, Plaintiff Roberts contracted with Spirit for Shortcut Security at the Spirit staffed kiosk at Orlando International Airport.

82. Plaintiff Roberts' Shortcut Security contract was separate and distinct from his Spirit Contract of Carriage. The terms and conditions of the Contract of Carriage do not apply to Plaintiff Robert and Class members' Shortcut Security contracts.

83. Plaintiff Roberts and Class members performed all conditions precedent to filing this action.

84. Plaintiff Roberts and Class members' Shortcut Security contract promised a security line that was its own distinct line.

85. Spirit breached the Shortcut Security contract with Plaintiff Roberts and Class members because there was no designated Shortcut Security line at the Orlando International Airport or other airports serviced by Spirit.

86. Plaintiff Roberts received no benefit from the Shortcut Security contract.

87. As a direct and proximate result of Spirit's breach, Plaintiff Roberts and Class members have been harmed by paying for Shortcut Security but when they attempted to use the Shortcut Security, there was no designated Shortcut Security line available.

COUNT III
Breach of Contract
(On Behalf of Electronic Kiosk Class)

88. Plaintiffs repeat and re-allege every allegation above, as if set forth herein in full.

89. In or around June 2018, Plaintiff Rivera contracted with Spirit for Shortcut Security at an electronic Spirit kiosk at Orlando International Airport.

90. Plaintiff Rivera's Shortcut Security contract was separate and distinct from his Spirit Contract of Carriage. The terms and conditions of the Contract of Carriage do not apply to Plaintiff Rivera and Class members' Shortcut Security contracts.

91. Plaintiff Rivera and Class members performed all conditions precedent to filing this action.

92. Plaintiff Rivera and Class members' Shortcut Security contract promised a security line that was its own distinct line.

93. Spirit breached the Shortcut Security contract with Plaintiff Rivera and Class members because there was no designated Shortcut Security line at the Orlando International Airport or other airports serviced by Spirit.

94. Plaintiff received no benefit from the Shortcut Security contract.

95. As a direct and proximate result of Spirit's breach, Plaintiff Rivera and Class members have been harmed by paying for Shortcut Security at Orlando International Airport, but when they attempted to use the Shortcut Security, there was no designated Shortcut Security line at Orlando International Airport.

COUNT IV

**Violation of the Florida Deceptive and Unfair Trade Practices Act
FLA. STAT. § 501.201, *et seq.*
(On Behalf of the National Class)**

96. Plaintiffs repeat and re-allege every allegation above, as if set forth herein in full.

97. Plaintiffs and Class members are "consumers" within the meaning of Fla. Stat. § 501.203(7) because they are individuals.

98. Spirit was engaged in “trade or commerce” within the meaning of Fla. Stat. § 501.203(8) because they were offering and advertising the Shortcut Security service.

99. Spirit is headquartered in Florida and, on information and belief, it operates its call center and online purchasing software from within the State of Florida. It also collects funds from Shortcut Security sales within the State of Florida.

100. Spirit entered into contracts to provide Shortcut Security to Plaintiffs at a location where the Shortcut Security service is nonexistent and retained the monies Plaintiffs paid pursuant to the contract, despite providing no service.

101. The Shortcut Security contract was supposed to provide a dedicated Spirit Shortcut Security line at Orlando International Airport.

102. Spirit’s conduct constitutes unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices within the meaning of Fla. Stat. § 501.204, et seq. because there was no designated Shortcut Security line at the Orlando International Airport or other airports serviced by Spirit.

103. As described above, Plaintiffs purchased Spirit’s Shortcut Security in reliance upon Spirit’s false statements and omissions. A reasonable consumer would understand the Shortcut Security contract to mean that there would be a dedicated Shortcut Security line available at the airport in which they were going through security.

104. Because there was no dedicated Spirit Shortcut Security line at Orlando International Airport, Spirit caused Plaintiffs’ injuries, which can be measured with specificity from the cost of the Shortcut Security contract.

105. As a result of Spirit’s misrepresentations, Plaintiffs suffered actual damages within the meaning of Fla. Stat. § 501.211, because the Shortcut Security contract service that Plaintiffs

purchased was nonexistent at Orlando International Airport and other non-participating airports and the service failed to live up to Spirit's representations.

COUNT V
Unjust Enrichment
(On Behalf of the National Class)

106. Plaintiffs repeat and re-allege every allegation above, as if set forth herein in full.

107. Plaintiffs and the Class have conferred substantial benefits on Spirit by purchasing Shortcut Security, and Spirit has knowingly and willingly accepted and enjoyed these benefits.

108. Spirit either knew or should have known that the payments rendered by Plaintiffs and the Class were given and received with the expectation that a designated Shortcut Security line would be provided as represented and contracted for. For Spirit to retain the benefit of the payments under these circumstances is inequitable.

109. Spirit, through misrepresentations, intentional omissions, or other sharp business practices in connection with the advertising, marketing, promotion, and sale of Shortcut Security reaped benefits, which resulted in Spirit's wrongful receipt of payments for a service that was not provided.

110. Equity demands disgorgement of Spirit's ill-gotten gains. Spirit will be unjustly enriched unless Spirit is ordered to disgorge those profits for the benefit of Plaintiffs and the Class.

111. As a direct and proximate result of Spirit's wrongful conduct and unjust enrichment, Plaintiffs and the Class are entitled to restitution from an institution of a constructive trust disgorging all profits, benefits, and other compensation obtained by Spirit.

VII. Prayer for Relief

112. WHEREFORE, Plaintiffs pray that this case be certified and maintained as a class action and for judgment to be entered against Defendant Spirit as follows:

- A. Enter an order certifying the proposed Classes, designating Plaintiffs as the Class representatives, and designating the undersigned as Class counsel;
- B. Declare that Spirit is financially responsible for notifying all Class members of the problems with Shortcut Security at certain locations;
- C. Declare that Spirit must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from the sale of non-existing Shortcut Security, or order Spirit to make full restitution to Plaintiffs and the members of the Class;
- D. For economic and compensatory damages on behalf of Plaintiff and all members of the Class;
- E. For actual damages sustained;
- F. For punitive or exemplary damages;
- G. For injunctive and declaratory relief;
- H. For reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action pursuant to the FDUTPA; and
- I. For such other and further relief as this Court deems just and appropriate.

Jury Demand

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted this 12th day of June, 2019.

VARNELL & WARWICK, P.A.

By: /s/ Brian W. Warwick
Brian W. Warwick (FBN 0605573)
Janet R. Varnell (FBN 0071072)
P.O. Box 1870
Lady Lake, FL 32158
Telephone: (352) 753-8600
Facsimile: (352) 504-3301
bwarwick@varnellandwarwick.com

jvarnell@varnellandwarwick.com
kstroly@varnellandwarwick.com

Gregory P. Smith (FBN 706124)

OLDHAM & SMITH

P.O. Box 1012

Tavares, FL 32778

Telephone: (352) 343-4090

Facsimile: (352) 742-4900

greg@oldhamsmith.com

joy@oldhamsmith.com

Attorneys for Plaintiffs