

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLORADO**

Civil Action No. 1:20-cv-1837

LAKINYA BESS, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

FRONTIER AIRLINES, INC.,

Defendant.

CLASS ACTION COMPLAINT AND JURY DEMAND

INTRODUCTION

1. The COVID-19 pandemic has already killed over 100,000 Americans, left record numbers unemployed, and triggered a global economic downturn.

2. At a time when many are struggling to get by and cash is at a premium, Defendant Frontier Airlines has forced its customers to extend them interest-free loans – even after the company received a bailout from the federal government through the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

3. Due to decreased demand for air travel, Frontier has cancelled the vast majority of its scheduled flights. But rather than returning its customers' money – as required by its Contract of Carriage and Department of Transportation rules – Frontier

is keeping that money and instead offering its customers vouchers for future travel.

4. Plaintiff Lakinya Bess is one of the many consumers affected by Frontier's refusal to issue refunds. On behalf of herself and thousands like her, she seeks an order requiring Frontier to comply with its contractual obligations and an award of damages sufficient to compensate customers who have lost the use of their money during a public health and economic crisis.

JURISDICTION AND VENUE

5. The Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332(d)(2) because this is a class action in which the amount in controversy exceeds \$5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed class, and at least one class member is a citizen of a state different from Defendant.

6. Venue is proper in this Court under 28 U.S.C. §1391(b) because Frontier maintains its principal place of business in this district.

PARTIES

7. Plaintiff Lakinya Bess is a citizen and resident of Fairfield, California.

8. Defendant Frontier Airlines, Inc., is a corporation registered under the laws of Colorado and headquartered in Denver, Colorado.

FACTUAL ALLEGATIONS

The Obligation of U.S. Airlines to Offer Refunds for Cancelled Flights

9. Frontier is the eighth largest airline in the United States. Last year, the company took in more than \$2.5 billion from operating flights to more than 100 domestic and 30 international destinations.

10. When one of its flights is cancelled or significantly altered, the Department of Transportation has long required Frontier to provide full refunds to its customers.

11. This requirement has existed since at least July 15, 1996, when the Department's Aviation Enforcement Office advised carriers that refusing to refund a non-refundable fare when a flight is canceled and the passenger wishes to cancel is a violation of 49 U.S.C. 41712 (unfair or deceptive practices) and would subject a carrier to enforcement action.

12. The Department of Transportation reiterated this requirement on April 25, 2011, in issuing a final rule to improve the air travel environment for consumers:

We reject some carriers' and carrier associations' assertions that carriers are not required to refund a passenger's fare when a flight is cancelled if the carrier can accommodate the passenger with other transportation options after the cancellation. We find it to be manifestly unfair for a carrier to fail to provide the transportation contracted for and then to refuse to provide a refund if the passenger finds the offered rerouting unacceptable (e.g., greatly delayed or otherwise inconvenient) and he or she no longer wishes to travel.

13. The 2011 final rule required Frontier to adopt and adhere to a Customer Service Plan that, among other things, would promise to provide prompt refunds when ticket refunds were due, including refunding fees charged for optional service that the passenger was unable to use due to a flight cancellation.

Frontier Incorporates its Refund Obligation Into Its Contracts

14. Frontier included its obligation to offer refunds when it cancels or substantially delays flights into the standardized Contract of Carriage that governs its provision of flight services.

15. Section 18(C) of the Contract of Carriage is entitled Delay, Misconnection or Cancellation, and provides in relevant part that in the event a flight is cancelled, and Frontier is unable to provide suitable alternative air transportation to a passenger's destination, "Frontier shall, if requested, provide a refund for the unused portion of the passenger's ticket . . ."

16. Section 18(B) similarly provides that if Frontier cancels, diverts, or delays any flight due to the occurrence of a force majeure event, it will “provide a refund for the unused portion of the ticket.”

17. And Frontier confirms in Section 12 of its Customer Service Plan that “if your flight is cancelled we’ll provide you, upon request, a full refund of any unused portion of your ticket.”

Frontier Refuses to Offer Refunds in the Wake of COVID-19

18. As COVID-19 began spreading across the United States and most of the country was ordered to take refuge in their homes, demand for air travel plummeted. Passenger volume dropped by some 97%, reaching levels not seen since the 1950s.

19. As a result of the decreased demand for its services, Frontier cancelled the vast majority of its scheduled flights. The airline cut more than 90% of its scheduled capacity for April 2020 and will continue to operate far below full capacity until there is a recovery in demand.

20. Even as it cancels previously scheduled flights to save money, however, Frontier is not refunding consumers who paid for tickets on those flights – in violation of its Contract of Carriage, Customer Service Plan and Department of Transportation regulations. Frontier is instead giving consumers miles, credits or vouchers that are valid only for future travel and only for a limited time.

21. In addition, Frontier has falsely represented to customers who ask for refunds that they are not eligible, changed the information provided on its website to make it appear that customers are not eligible for a refund, and required customers to fill out forms explaining why they need their money back.

22. Frontier continues to withhold refunds from consumers even after the Department of Transportation issued a public enforcement notice in response to an increasing number of complaints from consumers given vouchers for future travel instead of refunds.

23. The Department's notice was issued on April 3, 2020, emphasized that "[a]lthough the COVID-19 public health emergency has had an unprecedented impact on air travel, the airlines' obligation to refund passengers for cancelled or significantly delayed flights remains unchanged." Frontier and other airlines who were denying their customers refunds were warned that they would be subject to future enforcement actions if they did not timely remedy their non-compliance.

24. Over a month later, on May 12, 2020, the Department of Transportation reported that it continued to receive a high volume of complaints. Whereas it typically receives about 1,500 complaints and inquiries each month, the Department received more than 25,000 complaints and inquiries in March 2020 and April 2020, many of which concerned refunds. The Department repeated that it intended to exercise its enforcement discretion and provide carriers with an opportunity to become compliant.

25. Frontier also continues to withhold refunds from consumers even though it, unlike its customers, has access to inexpensive credit at a time when record numbers of Americans have lost their jobs and are struggling to make ends meet.

PLAINTIFF'S EXPERIENCE

26. Plaintiff Lakinya Bess is a member of Frontier's Discount Den, a paid subscription service that provides members access to Frontier's most deeply discounted fares.

27. Bess purchased tickets directly from Frontier for a flight for herself and her young daughter to travel from San Francisco, California to Baltimore, Maryland on March 17, 2020.

28. Frontier cancelled the flight, and notified Bess by email, asking whether she wanted a credit or refund. She replied with an email requesting a refund. Frontier responded by email, informing Bess that her refund would be processed within five to seven business days.

29. Frontier then sent Bess another email advising her that she'd received a

credit of 20,000 miles. She called to complain, saying that she'd requested a refund, not a mileage credit. She was told that by opening the email with the credit offer, she'd accepted it.

30. To date, Bess is yet to receive the refund she is owed.

CLASS ALLEGATIONS

31. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff seeks to pursue her claims on behalf of a class of similarly situated persons. The parameters of the class may be refined through discovery and will be subject to Court approval and modification, but for purposes of this complaint, Plaintiff proposes the following class definition:

All persons residing in the United States who purchased tickets for a Frontier Airlines flight scheduled to depart on or after March 1, 2020, whose flight was cancelled or significantly delayed, and who did not receive a full refund within 20 days of the cancellation.

32. The proposed class meets each of the requirements for class certification pursuant to Rule 23(a), Rule 23(b)(2), and Rule 23(b)(3).

33. Numerosity: The class is sufficiently numerous such that individual joinders are impracticable. Frontier was scheduled to operate hundreds of flights each day in March and April 2020, cancelled the vast majority of those flights, and has implemented a widespread practice of refusing to give its customers refunds.

34. Commonality & Predominance: Common questions of law and fact exist within the proposed class and are likely to predominate over any individualized issues. In particular, common issues of contractual interpretation – namely, whether Frontier's Contract of Carriage obligates it to pay refunds to customers who purchased tickets for flights subsequently cancelled by Frontier – are likely to be outcome determinative for the entire class.

35. Typicality: Plaintiff's claims are typical of those asserted by the proposed

class, as Plaintiff and class members each bought tickets for Frontier flights that were subsequently cancelled and each was denied a refund.

36. Adequacy: Plaintiff will fairly and adequately protect the interests of the proposed class. Plaintiff's interests do not conflict with the class's interests, as both seek to recover refunds for cancelled flights, and Plaintiff has retained counsel experienced in complex class litigation to represent class members' interests.

37. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Frontier has appropriated money that rightfully belongs to thousands of consumers, and only through collective action can that wrong be fully remedied.

38. Declaratory Relief: Frontier has refused to issue refunds on grounds that apply generally to the class, such that final injunctive or corresponding declaratory relief is appropriate respecting the class as a whole.

FIRST CAUSE OF ACTION
Breach of Contract

39. Plaintiff alleges this cause of action on behalf of herself and the proposed class, and in so doing, incorporates all preceding allegations.

40. Frontier offered to provide transportation services to Plaintiff and class members under the terms and conditions set forth in its Contract of Carriage.

41. Plaintiff and class members accepted Frontier's offer and by purchasing tickets for transportation on one or more of Frontier's flights.

42. Plaintiff and class members did all or substantially all of the things the contract required of them, or were excused from doing those things.

43. Frontier breached the contract by cancelling or substantially delaying its flights and failing to promptly refund Plaintiff's and class members' money, as required by its Contract of Carriage.

44. Plaintiff and class members have suffered damages as a result of Frontier's breach of contract, including loss of the use of the money they spent for their tickets.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of members of the proposed class, respectfully requests the following relief:

- A. A determination this action may be maintained as a class action;
- B. An award of damages according to proof;
- C. A declaration that Frontier has a contractual obligation to pay refunds when it cancels or significantly delays a flight;
- D. Pre-judgment interest and post-judgment interest, as provided by law;
- E. Attorneys' fees and expenses, including expert fees and costs; and
- F. Any and all other legal and equitable relief that the Court may find appropriate.

JURY DEMAND

Plaintiff hereby demands a jury trial for all claims so triable.

June 22, 2020

Respectfully submitted,

By: /s/ Karen Barth Menzies

Karen Barth Menzies (SBN 180234)
Michael L. Schrag (SBN 185832)
Joshua J. Bloomfield (SBN 212172)
GIBBS LAW GROUP LLP
505 14th Street, Suite 1110
Oakland, California 94612
(510) 350-9700 (tel.)
(510) 350-9701 (fax)
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Proposed Class*

JS 44 (Rev. 09/19)

District of Colorado

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS
LAKINYA BESS

DEFENDANTS
FRONTIER AIRLINES, INC.

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

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

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Karen Barth Menzies
GIBBS LAW GROUP LLP
505 14th Street, Suite 1110, Oakland, CA 94612 Tel: (510) 350-9700

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

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

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

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(d)(2), Class Action Fairness Act

Brief description of cause:
Breach of Contract

AP Docket

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Philip A. Brimmer

DOCKET NUMBER 1:20-cv-1153

DATE 06/22/2020 SIGNATURE OF ATTORNEY OF RECORD /s/ Karen Barth Menzies

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Colorado

LAKINYA BESS

Plaintiff(s)

v.

FRONTIER AIRLINES, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) FRONTIER AIRLINES, INC.
c/o Corporation Service Company
1900 W. Littleton Blvd.
Littleton, CO 80120

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Karen Barth Menzies
Gibbs Law Group LLP
505 14th Street, Suite 1110
Oakland, CA 94612
Telephone: (510) 350-9700

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: