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11  
12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **SAN JOSE DIVISION**

15 ARI NACHISON and SHANNA  
16 NACHISON, on behalf of themselves and all  
17 others similarly situated,

18 Plaintiffs,

19 v.

20 AMERICAN AIRLINES, INC.,

21 Defendant.

Case No. 5:24-cv-530

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

- 1. Breach of Contract
- 2. Unjust Enrichment

22 **CLASS ACTION COMPLAINT**

23 Plaintiffs Ari Nachison and Shanna Nachison bring this action on behalf of themselves and  
24 all others similarly situated against Defendant American Airlines, Inc. (“AA”). Plaintiffs’  
25 allegations are based upon personal knowledge and belief as to their own acts, upon the  
26 investigation of their counsel, and, where specifically stated, upon information and belief.  
27  
28

1 **INTRODUCTION**

2 1. Plaintiffs bring this action individually and on behalf of a proposed class of similarly  
3 situated members of AA's AAdvantage program. This action arises out of AA's wrongful and  
4 unilateral termination of AAdvantage program accounts, resulting in the loss of airline miles  
5 benefits that had been accrued based on previous purchases, and which carried monetary value.

6 **PARTIES**

7 2. Plaintiff Ari Nachison is a resident and citizen of Los Gatos (Santa Cruz County),  
8 California. On or about February 10, 2020, Plaintiff Ari Nachison had his AAdvantage account  
9 unilaterally terminated by AA and was forced to forfeit approximately 564,463 airline lawfully  
10 accrued award miles, including award miles already spent for upcoming flights.

11 3. Plaintiff Shanna Nachison is a resident and citizen of Los Gatos (Santa Cruz  
12 County), California. On or about January 30, 2020, Plaintiff Shanna Nachison had her AAdvantage  
13 account unilaterally terminated by AA and was forced to forfeit approximately 550,664 lawfully  
14 accrued airline award miles.

15 4. Defendant American Airlines, Inc. is a Delaware corporation, with its principal place  
16 of business in Fort Worth, Texas. Accordingly, for jurisdictional purposes, Defendant American  
17 Airlines, Inc. is a citizen of the States of Delaware and Texas.

18 **JURISDICTION AND VENUE**

19 5. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act,  
20 28 U.S.C. § 1332(d). The aggregated claims of the individual class members exceed the sum or  
21 value of \$5,000,000.00, exclusive of interest and costs; there are more than 100 putative class  
22 members; and at least one putative class member is from a state different from AA. The Court also  
23 has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a).

24 6. This Court has personal jurisdiction over AA because it conducts substantial  
25 business in this District and because AA is registered to do business in California. Plaintiffs used  
26 miles in their AAdvantage accounts for flights departing from and arriving at airports in this District  
27 and, during relevant times, AA maintained a base in this District located at the San Francisco  
28 International Airport.

1 7. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of  
2 the events or omissions giving rise to the claims occurred in this District. Venue is also proper in  
3 this District under 18 U.S.C. § 1965 because AA transacts its affairs in this District and the ends of  
4 justice require it.

5 **INTRADISTRICT ASSIGNMENT**

6 8. Assignment to the San Jose Division is proper under Civil Local Rules 3-2(c) and  
7 3-2(e) because a substantial part of the events or omissions giving rise to Plaintiffs' claims  
8 occurred in Santa Clara County.<sup>1</sup>

9 **GENERAL FACTUAL ALLEGATIONS**

10 ***AAdvantage Program***

11 9. Defendant AA is one of the world's largest airlines and is the largest airline in the  
12 United States.<sup>2</sup> It provides air travel to passengers in the United States both domestically and  
13 internationally.

14 10. On May 1, 1981, AA launched a frequent flyer reward program called the  
15 AAdvantage program ("AAdvantage") to encourage customer loyalty.<sup>3</sup> In 2021, AA boasted that  
16 AAdvantage included 115 million members.<sup>4</sup>

17 11. AAdvantage members earn "miles" which can then be redeemed for various program  
18 benefits, including for purchasing flights, flight upgrades, car rentals, hotels, and other products.<sup>5</sup>

19 12. Approximately 7% of AA's 2022 total revenue from passenger miles flown were  
20 from award travel.<sup>6</sup>

21 13. AAdvantage members can purchase "miles" from AA directly.<sup>7</sup> As of January 22,  
22 2024, AA was selling 100,000 miles for \$2,821.88:

23 \_\_\_\_\_  
24 <sup>1</sup> Plaintiffs currently reside in Santa Cruz County, California, which also results in assignment to the  
25 San Jose Division. Plaintiffs resided in San Jose, Santa Clara County, California at the times their  
AAdvantage accounts were wrongfully terminated.

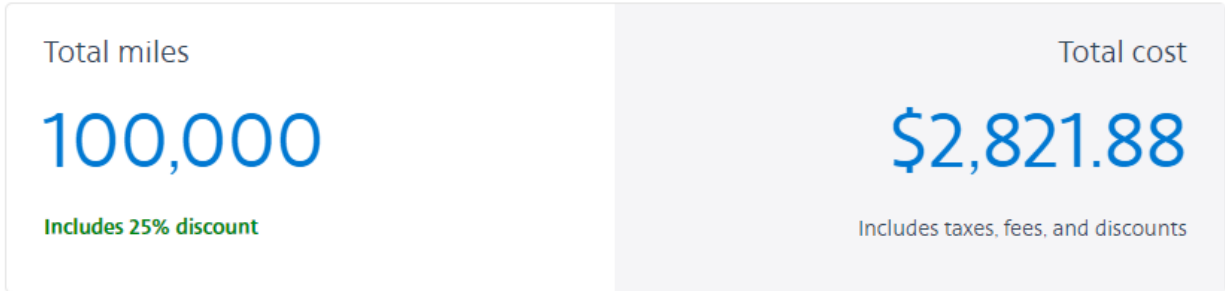
26 <sup>2</sup> <https://www.flightradar24.com/blog/largest-airlines> (last accessed Jan. 24, 2024).

27 <sup>3</sup> <https://news.aa.com/news/news-details/2021/AAdvantage-Celebrates-40-Years-of-Loyalty-Innovation-AADV-04/default.aspx> (last accessed Jan. 24, 2024).

28 <sup>4</sup> *Id.*

<sup>5</sup> <https://www.aa.com/i18n/AAdvantage-program/AAdvantage-program.jsp> (last accessed Jan. 24, 2024).

<sup>6</sup> <https://americanairlines.gcs-web.com/node/41211/html>, at p. 10 (last accessed Jan. 24, 2024).



14. AAdvantage members can also earn “miles” by flying with AA or through various qualifying events through one of AA’s partners, such as car rentals, dining, or hotel stays.<sup>8</sup>

15. One of the most significant ways an AAdvantage member could earn miles is through obtaining and using an AA branded credit card.<sup>9</sup>

***AAdvantage Branding Partnerships and Credit Card Promotions***

16. Citibank (“Citi”) and Barclays are co-branding partners with AA, issuing several credit card products under the AA brand.

17. Citi has issued several credit card products under the AA brand including, but not limited to, “American Airlines AAdvantage® MileUp® Mastercard®,” “Citi®/AAdvantage® Platinum Select® Mastercard®,” “Citi®/AAdvantage® Executive Mastercard®,” and “CitiBusiness®/AAdvantage® Platinum Select® Mastercard®” (collectively, “Citi-AAdvantage credit cards”).<sup>10</sup>

18. Barclays has issued several credit card products under the AA brand including, but not limited to, “AAdvantage® Aviator® World Elite Silver Mastercard®,” “AAdvantage® Aviator® World Elite Red Mastercard®,” “AAdvantage® Aviator® World Elite Blue

<sup>7</sup> [https://www.aa.com/AAdvantage-program/buy-gift-transfer/en\\_US/home/buy](https://www.aa.com/AAdvantage-program/buy-gift-transfer/en_US/home/buy) (last accessed Jan. 24, 2024).

<sup>8</sup> <https://www.aa.com/i18n/AAdvantage-program/miles/earn/earn-miles.jsp> (last accessed Jan. 24, 2024).

<sup>9</sup> <https://www.aa.com/i18n/AAdvantage-program/miles/partners/credit-card/AAdvantage-credit-cards.jsp> (last accessed Jan. 24, 2024).

<sup>10</sup> *Id.*

1 Mastercard®,” “AAdvantage® Aviator® World Elite Mastercard®,” and “AAdvantage® Aviator®  
2 World Elite Business Mastercard®” (collectively, “Barclays-AAdvantage credit cards”).<sup>11</sup>

3 19. Customers can earn miles by using the Citi-AAdvantage credit cards on everyday  
4 purchases and by earning Enrollment Bonuses when they enter into a Citi-AAdvantage credit card  
5 agreement. For example, Citi offers 50,000 AAdvantage bonus miles after \$2,500 in purchases  
6 within the first three months of opening an account for the Citi® / AAdvantage® Platinum Select®  
7 Mastercard®.<sup>12</sup>

8 20. Customers can earn miles by using the Barclays-AAdvantage credit cards on  
9 everyday purchases and by earning Enrollment Bonuses when they enter into a Barclays-  
10 AAdvantage credit card agreement. For example, Barclays offers 60,000 AAdvantage bonus miles  
11 after making your first purchase and paying the \$99 annual fee within the first three months of  
12 opening an account for the AAdvantage® Aviator® World Elite Red Mastercard®.<sup>13</sup>

13 21. Citi, Barclays, and AA earn large profits through these enrollment bonuses.

14 22. Citi and Barclays benefit from the Citi-AAdvantage credit cards and Barclays-  
15 AAdvantage credit cards because, at minimum, they earn fees on all transactions. Citi and Barclays  
16 also can earn money through interest, balance transfer fees, late fees, annual fees, and any other fees  
17 which may be incurred.

18 23. AA benefits from the Citi-AAdvantage credit cards and Barclays-AAdvantage credit  
19 cards by selling miles to Citi and Barclays. These sales are a significant source of revenue for AA,  
20 according to its Form 10-K filed with the SEC for 2022:<sup>14</sup>

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22  
23  
24  
25 <sup>11</sup> <https://creditcards.aa.com/barclay-credit-card-aviator-american-airlines-aadvantage> (last access  
Jan. 22, 2024).

26 <sup>12</sup> [https://creditcards.aa.com/citi-platinum-card-american-airlines-  
wand/?utm\\_medium=referral&utm\\_source=aa&utm\\_campaign=ccpage](https://creditcards.aa.com/citi-platinum-card-american-airlines-wand/?utm_medium=referral&utm_source=aa&utm_campaign=ccpage) (last accessed Jan. 24,  
27 2024).

28 <sup>13</sup> <https://cards.barclaycardus.com/banking/cards/aadvantage-aviator-red-world-elite-mastercard>  
(last accessed Jan. 24, 2024).

<sup>14</sup> <https://americanairlines.gcs-web.com/node/41211/html>, at p. 98 (last accessed Jan. 24, 2024).

1 Mileage credits sold to co-branded credit cards and other partners

2 We sell mileage credits to participating airline partners and non-airline business partners, including our co-branded credit card partners,  
 3 under contracts with remaining terms generally from one to seven years as of December 31, 2022. Consideration received from the sale of  
 4 mileage credits is variable and payment terms typically are within 30 days subsequent to the month of mileage sale. Sales of mileage credits  
 5 to non-airline business partners are comprised of two components, transportation and marketing. We allocate the consideration received  
 6 from these sales of mileage credits based on the relative selling price of each product or service delivered.

7 Our most significant mileage credit partner agreements are our co-branded credit card agreements with Citi and Barclaycard US. We

8 24. The following chart, which displays revenue figures in millions of dollars, shows  
 9 how much AA made from selling miles to credit card partners like Citi and Barclays from 2020 to  
 10 2022<sup>15</sup>:

	Year Ended December 31,		
	2022	2021	2020
Passenger revenue:			
Passenger travel	\$ 41,425	\$ 23,896	\$ 13,456
Loyalty revenue - travel <sup>(1)</sup>	3,143	2,167	1,062
Total passenger revenue	44,568	26,063	14,518
Cargo	1,233	1,314	769
Other:			
Loyalty revenue - marketing services	2,657	2,166	1,825
Other revenue	513	339	225
Total other revenue	3,170	2,505	2,050
Total operating revenues	\$ 48,971	\$ 29,882	\$ 17,337

11 <sup>(1)</sup> Loyalty revenue included in passenger revenue is principally comprised of mileage credit redemptions, which were earned from travel or  
 12 co-branded credit card and other partners. See "Loyalty Revenue" below for further discussion on these mileage credits.

13 25. Citi and Barclays have promoted and advertised the Citi-AAdvantage credit cards  
 14 and Barclays-AAdvantage credit cards on their websites and on AA's website, as well as through  
 15 other promotional materials, including promotional brochures given to AA's passengers on AA  
 16 flights and promotional mailers sent directly to existing AAdvantage account holders.  
 17

18 26. AA promoted and encouraged Plaintiffs and Class Members to apply for and use  
 19 multiple Citi-AAdvantage credit cards and Barclays-AAdvantage credit cards by sending multiple  
 20 applications before and after AAdvantage account holders applied for and received Citi-  
 21 AAdvantage credit cards and Barclays-AAdvantage credit cards.  
 22

23 27. On some Citi-AAdvantage credit card applications, there is an "Offer Availability"  
 24 restriction. The restriction states that if a customer has received an enrollment bonus in the last 48  
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 28 <sup>15</sup> *Id.* at p. 97 (last accessed Jan. 24, 2024).

1 months, that customer can open a new credit card account, but will not receive the enrollment bonus  
2 miles associated with the application.<sup>16</sup>

3 28. This 48-month restriction appears on the left side of the screen under the heading  
4 “Card Details” alongside other promotional information including “Earn 2 miles for every \$1 spent  
5 at restaurants and gas stations and on eligible American Airlines purchases” and “First checked bag  
6 is free on domestic itineraries.”

7 29. Other Citi-AAAdvantage credit card applications do not have an “Offer Availability”  
8 restriction. In both instances – offers with the 48-month restriction and those without – applying for  
9 and receiving multiple Citi-AAAdvantage credit cards and Barclays-AAAdvantage cards did not  
10 violate AAdvantage contract terms.

11 30. Citi and AAdvantage sent out mailers and emails inviting AAdvantage members to  
12 apply for Citi-Advantage credit card accounts. The flyers invited members to apply for Citi-  
13 AAdvantage credit cards, with enrolling members earning additional miles on their existing  
14 AAdvantage account.

15 31. To apply for the Citi-AAAdvantage credit card through one of these offers, AA directs  
16 the applicant to follow the URL link provided on the flyer and enter an offer code on the website.  
17 The website redirects the applicant to a separate webpage where the applicant completes the  
18 application with their personal information, including name, date of birth, and social security  
19 number.

20 32. Applicants, including Plaintiffs, who applied for Citi-AAAdvantage credit cards using  
21 the link listed on certain mailers from AA were not subject to a 48-month restriction. These  
22 putative class members should have received the bonus miles associated with each Citi-AAAdvantage  
23 credit card they received after completing the required transactions.

24 33. Applicants who may have applied for Citi-AAAdvantage credit cards via mailers that  
25 did contain a 48-month restriction, should have received the bonus miles associated with the first  
26

27 \_\_\_\_\_  
28 <sup>16</sup><https://online.citi.com/US/ag/cards/application?ID=3001&HKOP=dfe3b504c477afeb9d6345999e6c3ead9a0a114a5c07d50eb962703533cc522f&app=UNSOL> (last accessed Jan. 24, 2024).

1 Citi-AAAdvantage credit card they received after completing the required transactions, within any  
2 restricted 48-month time period.

3 34. The 48-month restriction is not relevant to AA’s decision to terminate Plaintiffs’  
4 AAdvantage accounts. The 48-month restriction confirms that applying for and receiving multiple  
5 48-month offer availability Citi-AAAdvantage credit cards does not violate any AAdvantage account  
6 terms. The 48-month restriction states that “American Airlines AAdvantage® bonus miles are not  
7 available if you have received a new account bonus for a Citi® / AAdvantage® Platinum  
8 Select® account in the past 48 months.”<sup>17</sup> Nothing in the offer availability restriction limits the  
9 number of Citi-AAAdvantage credit cards an individual can open.

10 ***AA’s Wrongful Termination of AAdvantage Accounts***

11 35. Because no relevant restrictions existed for existing AAdvantage members to enroll  
12 and open a new Citi-AAAdvantage credit card—and, thus, to obtain the promotional bonus miles on  
13 their existing AAdvantage account—some customers took advantage of this promotion and opened  
14 multiple Citi-AAAdvantage credit cards.

15 36. For example, an existing AAdvantage account holder could open multiple Citi-  
16 AAdvantage credit cards (including for personal and business use) and multiple Barclays-  
17 AAdvantage credits cards, thereby earning the enrollment bonus miles in their AAdvantage account  
18 from multiple credit card promotions.

19 37. AA had no basis for terminated Plaintiffs’ AAdvantage accounts. The AAdvantage  
20 program Terms & Conditions include no offer availability limitation or other language stating that a  
21 member cannot receive an enrollment bonus if the member had already received such a bonus  
22 within a certain time period.<sup>18</sup>

23 38. As noted above, certain fliers, mailers, and online application links do not contain an  
24 “Offer Availability” restriction. Thus, multiple Cit-AAAdvantage credits cards (and Barclays-  
25 AAdvantage credit cards) could be opened without violating AA’s Terms & Conditions.

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28 <sup>17</sup> *Id.*

<sup>18</sup> <https://www.aa.com/i18n/AAdvantage-program/AAdvantage-terms-and-conditions.jsp> (last  
accessed Jan. 24, 2024).



1 39. AA's decision to terminate AAdvantage accounts entirely was improper and denied  
2 AAdvantage members the benefits they had accrued through previous purchases. It is unclear  
3 precisely *why* AA decided to terminate AAdvantage accounts—but it is clear that doing so was  
4 improper.

5 40. Tellingly, even following termination of their AAdvantage accounts, customers were  
6 still able to access and use their Citi-AAdvantage credit cards and Barclays-AAdvantage credit  
7 cards—although any purchases would no longer earn bonus miles in their AAdvantage accounts.  
8 Even if their Citi-AAdvantage credit cards and Barclays-AAdvantage credit cards were closed at  
9 some point (including, in some cases, months later), there is no evidence to suggest that the  
10 customers engaged in fraud or violated Citi's or Barclays' terms and conditions by applying for,  
11 receiving approval for, and using the Citi-AAdvantage credit cards and Barclays-AAdvantage credit  
12 cards.

13 41. But AA took action against customers even before issuing termination letters. One  
14 customer who posted his experiences online noted that he and his wife booked a ticket using their  
15 AAdvantage earned miles and their ticket was placed on hold and their account frozen, before  
16 eventually being terminated.<sup>19</sup>

17 42. This tactic appeared to match other customers' treatment by AA, wherein their  
18 AAdvantage accounts were frozen for over a month, before being terminated. In that time period,  
19 when customers lost access to their account and were unable to use the account, AA did not inform  
20 them why their account was frozen or under review.<sup>20</sup>

21 43. When AA did terminate customers' AAdvantage accounts, they did so by  
22 cancelling—effectively seizing—*all* bonus miles accrued up to that point in the account, as well as  
23 cancelling tickets that had been booked with miles but not yet used. Notably, these cancellations  
24 included seizures of bonus miles that had been earned from flying with tickets purchased in cash,  
25 earned through everyday purchases with Citi-AAdvantage credit cards or Barclays-AAdvantage  
26

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27 <sup>19</sup> <https://milestomemories.com/american-airlines-shutdown-my-account> (last accessed Jan. 24,  
28 2024).

<sup>20</sup> *Id.*

1 credit cards (unrelated to the enrollment bonus for applying for the credit cards), earned through  
2 everyday purchases with *other* credit cards, or earned through other promotional offers unrelated to  
3 the Citi or Barclays promotions. Effectively, AA seized *all* bonus miles, regardless of how they  
4 were accrued, *including those miles for which AA does not even allege were earned through fraud.*

5 44. Even if AA believed that AAdvantage account holders had engaged in fraud or  
6 improper conduct in taking advantage of the Citi-AAdvantage credit card or Barclays-AAdvantage  
7 credit card promotions (even if while acting in compliance with the promotions' terms and  
8 restrictions), AA could have simply seized those miles that were earned specifically based on  
9 enrollment through those promotions. But AA did not do so. Instead, it saw this as an opportunity to  
10 seize customers' entire accounts and all of their miles, and to close their existing accounts  
11 completely. Doing so ensured that AA would no longer be required to provide the monetary  
12 benefits to these account holders through trading in bonus miles for tickets, hotel promotions, or  
13 flight seating upgrades, etc.—all of which held monetary value that AA would be responsible for. In  
14 effect, AA seized on an opportunity to steal all of these AAdvantage account holders' earned bonus  
15 miles.

16 45. According to online reports, one customer explained that he and his wife had their  
17 existing AAdvantage accounts terminated based on AA's claim that they engaged in fraudulent or  
18 misrepresentative actions. A closer examination reveals that is certainly *not* the case, and AA  
19 claimed they engaged in fraud in order to seize on an opportunity to terminate their accounts, delete  
20 hundreds of thousands of bonus miles (which held monetary value), and canceled upcoming tickets  
21 and bookings.<sup>21</sup>

22 46. This customer explains that during 2018 he opened two business Citi-AAdvantage  
23 credit cards for separate businesses, and in 2019 he opened three personal Citi-AAdvantage credit  
24 cards and a personal Barclays-AAdvantage credit card. He did not engage in fraud when applying  
25 for, being approved for, or using these credit cards. In doing so, he used a total of two codes  
26 included in promotional mailer materials. His wife also opened two business Citi-AAdvantage  
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28 <sup>21</sup> *Id.*

1 credit cards for separate businesses in 2018, and she opened three personal Citi-AAAdvantage credit  
2 cards and a personal Barclays-AAAdvantage credit card in 2019. Again, she used a total of two codes  
3 included in promotional mailer materials.<sup>22</sup>

4 47. Despite their non-fraudulent, non-misrepresentative activity, and their compliance  
5 with the promotions' terms and restrictions, which resulted in their multiple approvals of credit  
6 cards following review of their information and credit checks, AA alleged they had been fraudulent  
7 and chose to terminate their accounts. At the time of termination, this customer lost a total of  
8 approximately 280,000 bonus miles (including miles that had been used for upcoming bookings,  
9 which were canceled by AA) and had five upcoming bookings canceled. His wife lost a total of  
10 approximately 330,000 bonus miles (including miles that had been used for upcoming bookings,  
11 which were canceled by AA) and had three upcoming bookings canceled. His AAdvantage account  
12 had been open for more than 25 years, and his wife's AAdvantage account had been open for 6  
13 years.

14 **PLAINTIFFS' ALLEGATIONS**

15 ***Plaintiff Ari Nachison***

16 48. Plaintiff Ari Nachison is currently a resident of Los Gatos, Santa Cruz County,  
17 California. Plaintiff Ari Nachison was previously a resident of San Jose, Santa Clara County,  
18 California and resided in San Jose at the time his AAdvantage account was terminated on February  
19 10, 2020.

20 49. Plaintiff Ari Nachison opened his AAdvantage account on June 4, 2015. Plaintiff Ari  
21 Nachison's AAdvantage member number was 8E92HH6. He opened and maintained only one  
22 AAdvantage account.

23 50. Plaintiff Ari Nachison earned miles credited to his AAdvantage account by  
24 purchasing tickets on AA flights and by purchasing products and services with his Citi-AAAdvantage  
25 credit card.

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<sup>22</sup> *Id.*

1           51. While Plaintiff Ari Nachison's AAdvantage account was active, he received offers  
2 from Citi and AAdvantage inviting him to apply for Citi-AAdvantage credit cards and Barclays-  
3 AAdvantage credit cards. Plaintiff Ari Nachison's friends and family members also gave him Citi-  
4 AAdvantage credit card promotional offers, which did not contain offer availability or  
5 transferability restrictions.

6           52. These Citi-AAdvantage credit card offers included enrollment bonus miles, which  
7 would be awarded to Plaintiff Ari Nachison's AAdvantage account after qualifying purchases were  
8 made within a specified time period.

9           53. Between approximately November 5, 2017, and approximately December 9, 2019,  
10 Plaintiff Ari Nachison opened multiple Citi-AAdvantage credit cards, receiving approval for each of  
11 his credit card applications. Plaintiff Ari Nachison applied for each of these Citi-AAdvantage credit  
12 card accounts under his own name and social security number. Plaintiff Ari Nachison did not  
13 engage in fraud when applying for and opening these Citi-AAdvantage credit card accounts.

14           54. Plaintiff Ari Nachison completed a separate application for each of these Citi-  
15 AAdvantage credit cards. Upon information and belief, Citi performed a new and separate credit  
16 check and performed separate underwriting for each new credit card application.

17           55. Each of the Citi-AAdvantage credit cards had its own separate account number and  
18 physical card. Each account had its own independent credit limits.

19           56. Plaintiff Ari Nachison made purchases on each of his Citi-AAdvantage credit cards,  
20 earning award miles applied to his AAdvantage account.

21           57. Furthermore, each Citi-AAdvantage credit card required that Plaintiff Ari Nachison  
22 spend a specified amount of money on the card (typically between \$2,000 and \$5,000) within a  
23 certain amount of time (typically within three months of opening the credit card account) to earn the  
24 enrollment bonus miles. Plaintiff Ari Nachison performed all of the requirements to earn enrollment  
25 bonuses on each of the Citi-AAdvantage credit card accounts.

26           58. As Plaintiff Ari Nachison fulfilled the enrollment bonus requirements, Citi awarded  
27 him with enrollment bonus miles ranging between 30,000 and 100,000 AAdvantage miles to his  
28

1 AAdvantage account. Screenshots of some of Plaintiff Ari Nachison’s awarded enrollment bonus  
 2 miles to his AAdvantage account are provided below:

Description		Elite Qualifying			Award miles		
		Miles (EQMs)	Segments (EQSs)	Dollars (EQDs)	Base miles	Bonus miles	Total

Dec 24 2019	CITICARD BONUS MILES	--	--	--	--	50,000	50,000
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Description		Elite Qualifying			Award miles		
		Miles (EQMs)	Segments (EQSs)	Dollars (EQDs)	Base miles	Bonus miles	Total

Dec 16 2019	CITI AADVANTAGE PLATINUM CARD PURCHASES	--	--	--	284	--	284
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Nov 15 2019	CITI AADVANTAGE PLATINUM CARD PURCHASES	--	--	--	216	--	216
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Nov 15 2019	CITI AADVANTAGE BONUS FOR GAS STATION PURCHASES	--	--	--	41	--	41
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Oct 22 2019	SGN - LAX Award VDIAGH <a href="#">Flight details</a>	--	--	--	-210,000	--	-210,000
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Oct 18 2019	CITI AADVANTAGE PLATINUM CARD PURCHASES	--	--	--	72	--	72
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Oct 15 2019	CITICARD BONUS MILES	--	--	--	--	50,000	50,000
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Oct 15 2019	CITI AADVANTAGE PLATINUM CARD PURCHASES	--	--	--	3,317	--	3,317
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1 59. While Plaintiff Ari Nachison's AAdvantage account was active, he also opened  
2 Barclays-AAdvantage credit cards through promotions.

3 60. These Barclays-AAdvantage credit card offers included enrollment bonus miles,  
4 which would be awarded to Plaintiff Ari Nachison's AAdvantage account after qualifying  
5 purchases were made within a specified time period.

6 61. Plaintiff Ari Nachison opened multiple Barclays-AAdvantage credit cards, receiving  
7 approval for each of his credit card applications. Plaintiff Ari Nachison applied for each of these  
8 Barclays-AAdvantage credit card accounts under his own name and social security number.  
9 Plaintiff Ari Nachison did not engage in fraud when applying for and opening these Barclays-  
10 AAdvantage credit card accounts.

11 62. Plaintiff Ari Nachison completed a separate application for each of these Barclays-  
12 AAdvantage credit cards. Upon information and belief, Barclays performed a new and separate  
13 credit check and performed separate underwriting for each new credit card application.

14 63. Each of the Barclays-AAdvantage credit cards had its own separate account number  
15 and physical card. Each account had its own independent credit limits.

16 64. As Plaintiff Ari Nachison fulfilled the enrollment bonus requirements, Barclays  
17 awarded him with enrollment bonus miles to his AAdvantage account.

18 65. On October 22, 2019, Plaintiff Ari Nachison used 210,000 of his validly earned  
19 reward miles to purchase an upcoming AA ticket.

20 66. As of December 26, 2019, Plaintiff Ari Nachison had 354,463 validly earned reward  
21 miles in his AAdvantage account:

22  
23 ARI NACHISON

24 Award miles: 354,463 • Million Miler<sup>SM</sup> balance: 4,434

25 Member since Jun 4, 2015  
26  
27  
28

1           67.     Therefore, as of December 26, 2019, Plaintiff Ari Nachison’s AAdvantage account  
2 had a total worth of 564,463 award miles, in the form of 354,463 remaining miles plus his  
3 upcoming AA ticket valued at 210,000 miles.

4           68.     On February 10, 2020, Plaintiff Ari Nachison received an email from AA informing  
5 him that his AAdvantage account was terminated due to alleged “violations of the General  
6 AAdvantage Program Conditions.” According to the termination email, “[t]hese violations are  
7 related to the accrual of ineligible miles and benefits; through fraud, misrepresentation and/or abuse  
8 of the AAdvantage Program.” The termination email further stated that “[a]ll membership benefits  
9 associated with [his] account, including all remaining miles and issued award tickets, are forfeited,  
10 effective February 10<sup>th</sup>, 2020.”

11           69.     Upon receiving the termination email, Plaintiff Ari Nachison did not know that AA  
12 was accusing him of fraud – as opposed to informing him that fraud had been committed by some  
13 other person or entity – or that the termination of his AAdvantage account was related to opening  
14 his Citi-AAdvantage credit cards or Barclays-AAdvantage credit cards.

15           70.     Due to AA’s unilateral and wrongful termination of Plaintiff Ari Nachison’s  
16 AAdvantage account, Plaintiff Ari Nachison lost 564,463 total miles that had been earned  
17 (including those miles spent for upcoming flights), which he had accrued over years through various  
18 purchases.

19           71.     As a direct result of AA’s breach of contract, Plaintiff Ari Nachison suffered actual  
20 damages in the form of lost miles, which carry monetary value and required the expenditure of  
21 money to earn, and incurred reasonable and foreseeable economic harm.

22           72.     Prior to bringing this claim, Plaintiff Ari Nachison gave AA notice of his complaint  
23 based on these facts and claims by raising a Department of Transportation complaint on or around  
24 March 17, 2020, to which AA responded on March 23, 2020. Plaintiff Ari Nachison and AA  
25 continued to have communications via email regarding this complaint on May 6, 2020, and again on  
26 July 2, 2020, with AA offering no resolution.

27           73.     Additionally, Plaintiff Ari Nachison made a complaint to the Consumer Financial  
28 Protection Bureau based on these facts and claims on May 17, 2020 and August 9, 2020. Plaintiff

1 Ari Nachison received a response from Citi on May 22, 2020, asserting that AA was the responsible  
2 party for AAdvantage account closure as “the AAdvantage® program is owned and operated by  
3 American Airlines.”

4 ***Plaintiff Shanna Nachison***

5 74. Plaintiff Shanna Nachison is currently a resident of Los Gatos, Santa Cruz County,  
6 California. Plaintiff Shanna Nachison was previously a resident of San Jose, Santa Clara County,  
7 California and resided in San Jose at the time her AAdvantage account was terminated on January  
8 30, 2020.

9 75. Plaintiff Shanna Nachison opened her AAdvantage account on November 14, 2017.  
10 Plaintiff Shanna Nachison’s AAdvantage member number was 29UE9X0. She opened and  
11 maintained only one AAdvantage account.

12 76. Plaintiff Shanna Nachison earned miles credited to her AAdvantage account by  
13 purchasing tickets on AA flights and by purchasing products and services with her Citi-AAdvantage  
14 credit card.

15 77. While Plaintiff Shanna Nachison’s AAdvantage account was active, she received  
16 offers from Citi and AAdvantage inviting her to apply for Citi-AAdvantage credit cards. Plaintiff  
17 Shanna Nachison’s friends and family members also gave her Citi-AAdvantage credit card  
18 promotional offers, which did not contain offer availability or transferability restrictions.

19 78. These Citi-AAdvantage credit card offers included enrollment bonus miles, which  
20 would be awarded to Plaintiff Shanna Nachison’s AAdvantage account after qualifying purchases  
21 were made within a specified time period.

22 79. Between approximately December 21, 2017 and approximately December 10, 2019,  
23 Plaintiff Shanna Nachison opened multiple Citi-AAdvantage credit cards, receiving approval for  
24 each of her credit card applications. Plaintiff Shanna Nachison applied for each of these Citi-  
25 AAdvantage credit card accounts under her own name and social security number. Plaintiff Shanna  
26 Nachison did not engage in fraud when applying for and opening these Citi-AAdvantage credit card  
27 accounts.  
28



1 80. Plaintiff Shanna Nachison completed a separate application for each of these Citi-  
 2 AAdvantage credit cards. Upon information and belief, Citi performed a new and separate credit  
 3 check and performed separate underwriting for each new credit card application.

4 81. Each of the Citi-AAdvantage credit cards had its own separate account number and  
 5 physical card. Each account had its own independent credit limits.

6 82. Plaintiff Shanna Nachison made purchases on each of her Citi-AAdvantage credit  
 7 cards, earning herself award miles applied to her AAdvantage account.

8 83. Furthermore, each Citi-AAdvantage credit card required that Plaintiff Shanna  
 9 Nachison spend a specified amount of money on the card (typically between \$2,000 and \$5,000)  
 10 within a certain amount of time (typically within three months of opening the credit card account) to  
 11 earn the enrollment bonus miles. Plaintiff Shanna Nachison performed all of the requirements to  
 12 earn enrollment bonuses on each of the Citi-AAdvantage credit card accounts.

13 84. As Plaintiff Shanna Nachison fulfilled the enrollment bonus requirements, Citi  
 14 awarded her with enrollment bonus miles ranging between 30,000 and 100,000 AAdvantage miles  
 15 to her AAdvantage account. A screenshot of some of Plaintiff Shanna Nachison’s awarded  
 16 enrollment bonus miles to her AAdvantage account is provided below:

Description		Elite Qualifying		Award miles			
		Miles (EQMs)	Segments (EQSs)	Dollars (EQDs)	Base miles	Bonus miles	Total
Dec 18 2019	CITI AADVANTAGE BUSINESS CARD PURCHASES	--	--	--	9	--	9
Dec 12 2019	CITI AADVANTAGE PLATINUM CARD PURCHASES	--	--	--	1,436	--	1,436
Dec 12 2019	CITICARD BONUS MILES	--	--	--	--	50,000	50,000

1 85. As of December 26, 2019, Plaintiff Shanna Nachison had 550,664 validly earned  
2 reward miles in her AAdvantage account:

3 SHANNA R NACHISON

4  
5 Award miles: 550,664 • Million Miler<sup>SM</sup> balance: 15,906

6 *Member since Nov 14, 2017*

7  
8 86. On January 30, 2020, Plaintiff Shanna Nachison received an email from AA  
9 informing her that her AAdvantage account was terminated due to alleged “violations of the  
10 General AAdvantage Program Conditions.” According to the termination email, “[t]hese violations  
11 are related to the accrual of ineligible miles and benefits; through fraud, misrepresentation and/or  
12 abuse of the AAdvantage Program.” The termination email further stated that “[a]ll membership  
13 benefits associated with [her] account, including all remaining miles and issued award tickets, are  
14 forfeited, effective January 30<sup>th</sup>, 2020.”

15 87. Upon receiving the termination email, Plaintiff Shanna Nachison did not know that  
16 AA was accusing her of fraud – as opposed to informing her that fraud had been committed by  
17 some other person or entity – or that the termination of his AAdvantage account was related to  
18 opening his Citi-AAdvantage credit cards.

19 88. Due to AA’s unilateral and wrongful termination of Plaintiff Shanna Nachison’s  
20 AAdvantage account, Plaintiff Shanna Nachison lost 550,664 total miles that had been earned,  
21 which she had accrued over years through various purchases.

22 89. As a direct result of AA’s breach of contract, Plaintiff Shanna Nachison suffered  
23 actual damages in the form of lost miles, which carry monetary value and required the expenditure  
24 of money to earn, and incurred reasonable and foreseeable economic harm.

25 90. Prior to bringing this claim, Plaintiff Shanna Nachison gave AA notice of her  
26 complaint based on these facts and claims by raising a Department of Transportation complaint on  
27 or around March 17, 2020 to which AA responded on March 25, 2020 and on May 6, 2020, with  
28 AA offering no resolution.

1 91. Additionally, Plaintiff Shanna Nachison made a complaint to the Consumer  
2 Financial Protection Bureau based on these facts and claims on May 17, 2020 and August 9, 2020.  
3 Plaintiff Shanna Nachison received a response from Citi on May 22, 2020, asserting that AA was  
4 the responsible party for AAdvantage account closure as “the AAdvantage® program is owned and  
5 operated by American Airlines.”

6 **TOLLING OF THE STATUTE OF LIMITATIONS**

7 ***Discovery Rule Tolling***

8 92. Plaintiffs and Class Members could not have discovered through the exercise of  
9 reasonable diligence that their AAdvantage accounts were terminated as the result of anything  
10 related to their applying for, opening, or engaging in use of their Citi-AAdvantage credit cards or  
11 Barclays-AAdvantage credit cards.

12 93. The generic emails informing Plaintiffs and Class Members that their accounts were  
13 terminated never mentioned Citi, Barclays, or the Citi-AAdvantage credit cards or Barclays-  
14 AAdvantage credit cards at issue. These termination emails, which included only boilerplate  
15 language, only mentioned “violations of the General AAdvantage Program Conditions” and stated  
16 that “[t]hese violations are related to the accrual of ineligible miles and benefits; through fraud,  
17 misrepresentation and/or abuse of the AAdvantage Program.”

18 94. Further, Plaintiffs and Class Members had no knowledge regarding the nondescript  
19 “violations” alleged by AA and could not have known which violations AA was referring to at that  
20 time. AA, which had exclusive knowledge of the conduct it deemed to be in violation, initially  
21 withheld all information which could have informed Plaintiffs and Class Members that AA’s  
22 allegations of fraud were related to the Citi-AAdvantage credit cards or Barclays-AAdvantage  
23 credit cards at issue here. AA’s decision to conceal all specificity regarding the alleged fraud was  
24 an intentional attempt to delay and prevent Plaintiffs and Class Member from pursuing their legal  
25 rights. Accordingly, any applicable statute of limitations is tolled.  
26  
27  
28

1 ***Fraudulent Concealment Tolling***

2 95. Throughout the time period relevant to this action, AA failed to disclose to, or  
3 otherwise actively concealed from (and continues to conceal from), Class Members vital  
4 information about the basis for the termination of their AAdvantage accounts.

5 96. AA kept Class Members ignorant of vital information essential to the pursuit of their  
6 claims. As a result, neither Plaintiff nor the other Class Members could have discovered the relevant  
7 issue to be litigated, even upon reasonable exercise of diligence.

8 97. Throughout the Class Period, AA has been aware that it terminated the relevant  
9 AAdvantage accounts based on allegations of fraud related to Citi-AAdvantage credit cards and  
10 Barclays-AAdvantage credit cards.

11 98. Despite its knowledge of the relevant issues, AA failed to disclose to, or otherwise  
12 actively concealed from (and continues to conceal from), Class Members this critical information,  
13 even though, at any point in time, it could have disclosed the alleged fraud through individual  
14 correspondence or by other means.

15 99. Class Members justifiably relied on AA to disclose the contract terms it alleges were  
16 violated. AA possessed all available information regarding the conduct it deemed to be in violation,  
17 and the alleged violations were not determinable by reading the relevant terms and conditions and  
18 were not discoverable through reasonable efforts by Plaintiffs and the other Class Members.

19 100. Thus, the running of all applicable statutes of limitation have been suspended with  
20 respect to any claims that Plaintiffs and the other Class Members have sustained as a result of the  
21 termination of their AAdvantage accounts, by virtue of the fraudulent concealment doctrine.

22 ***Estoppel***

23 101. AA was under a continuous duty to disclose to Plaintiffs and the other Class  
24 Members the true character and nature of the fraud alleged which resulted in the termination of their  
25 AAdvantage accounts.

26 102. Despite its knowledge of the relevant issues, AA failed to disclose to, or otherwise  
27 actively concealed from (and continues to conceal from), Plaintiffs and the other Class Members the  
28

1 true nature and character of the fraud alleged and the reasons for terminating Plaintiffs and Class  
2 Members' AAdvantage accounts.

3 103. Based on the foregoing, AA is estopped from relying on any statutes of limitations in  
4 defense of this action.

5 **CLASS ACTION ALLEGATIONS**

6 104. Plaintiffs bring this suit as a class action on behalf of themselves and on behalf of all  
7 others similarly situated pursuant to Federal Rule of Civil Procedure 23. This action satisfies the  
8 numerosity, typicality, adequacy, predominance, and superiority requirements of the provisions of  
9 Rule 23.

10 105. Plaintiffs seek to represent the following class:

11 All persons who maintained an AAdvantage membership, which was  
12 terminated by AA based on allegations of fraud related to the AAdvantage  
13 member's application for, opening of, or use of a Citi-AAdvantage credit  
14 card or Barclays-AAdvantage credit card.

15 106. Plaintiffs reserve the right to modify or amend the definition of the proposed Class  
16 before the Court determines whether certification is appropriate and as the parties engage in  
17 discovery.

18 107. Excluded from the Class are AA; any person, firm, trust, corporation, or other entity  
19 related to or affiliated with AA, including without limitation persons who are officers, directors,  
20 employees, agents, associates or partners of defendants; Plaintiffs' Counsel and employees of their  
21 firm; and the Court, including employees of the Court.

22 108. **Numerosity:** Members of the Class are so numerous that joinder of all members is  
23 impracticable. While the exact number of Class Members remains unknown at this time, upon  
24 information and belief, there are thousands of putative Class Members who are generally  
25 ascertainable by appropriate discovery.

26 109. **Commonality:** This action involves common questions of law and fact, which  
27 predominate over questions affective individual Class Members. These common legal and factual  
28 questions include, but are not limited to, the following:

- 1 a. Whether class members performed pursuant to AA's offer when they opened
- 2 a Citi-AAAdvantage credit card or Barclays-AAAdvantage credit card account
- 3 and fulfilled the enrollment bonus requirements;
- 4 b. Whether a contract was formed at the time when a Class Member opened a
- 5 AAAdvantage account;
- 6 c. Whether a contract was formed at the time when a class member opened a
- 7 Citi-AAAdvantage credit card or Barclays-AAAdvantage credit card account;
- 8 d. Whether AA wrongfully terminated class members' AAAdvantage accounts;
- 9 e. Whether AA wrongfully forced Class Members to forfeit earned miles,
- 10 including miles that had been accrued before their application for, opening of,
- 11 or use of a Citi-AAAdvantage credit card or Barclays-AAAdvantage credit card;
- 12 f. Whether AA breached the contract when it wrongfully terminated
- 13 AAAdvantage accounts and forced the forfeiture of earned miles.

14 110. **Typicality:** Plaintiffs' claims are typical or those of the other Class Members  
15 because, *inter alia*, all Class Members were injured through the common misconduct described  
16 above and were subject in the same manner to AA's improper conduct. Plaintiffs are advancing the  
17 same claims and legal theories on behalf of themselves and all members of the Class.

18 111. **Adequacy of Representation:** Plaintiffs will fairly and adequately represent and  
19 protect the interests of the Class in that they have no disabling conflicts of interest that would be  
20 antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or  
21 adverse to the other Class Members, and the infringement of the rights and the damages Plaintiffs  
22 have suffered are typical of other Class Members. Plaintiffs have retained counsel experienced in  
23 complex consumer class action litigation, and Plaintiffs intend to prosecute this action vigorously.

24 112. **Superiority:** Class litigation is an appropriate method for the fair and efficient  
25 adjudication of the claims involved. Class action treatment is superior to all other available  
26 methods for the fair and efficient adjudication of the controversy alleged herein; it will permit a  
27 large number of Class Members to prosecute their common claims in a single forum  
28 simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, and

1 expense that hundreds of individual actions would require. Class action treatment will permit the  
2 adjudication of relatively modest claims by certain Class Members, who could not individually  
3 afford to litigate a complex claim against large corporate defendants. Further, even for those Class  
4 Members who could afford to litigate such a claim, it would still be economically impractical.

5 113. The nature of this action and the nature of laws available to Plaintiffs and the Class  
6 make the use of the class action device a particularly efficient and appropriate procedure to afford  
7 relief to Plaintiffs and the Class for the wrongs alleged because AA would necessarily gain an  
8 unconscionable advantage since it would be able to exploit and overwhelm the limited resources of  
9 each individual Class Member with superior financial and legal resources; the costs of individual  
10 suits could unreasonably consume the amounts that would be recovered; proof of a common course  
11 of conduct to which Plaintiffs were exposed is representative of that experienced by the Class and  
12 will establish the right of each Class Member to recover on the cause of action alleged; and  
13 individual actions would create a risk of inconsistent results and would be unnecessary and  
14 duplicative of this litigation.

15 114. This class action is superior to all other available methods for the fair and efficient  
16 adjudication of this controversy. Because of the number and nature of common questions of fact  
17 and law, multiple separate lawsuits would not serve the interest of judicial economy.

18 115. Notice of a certified class action and of any result or resolution of the litigation can  
19 be provided to Class Members by first-class mail, email, or publication, or such other methods of  
20 notice as deemed appropriate by the Court.

21 116. Plaintiffs do not anticipate any difficulty in the management of this litigation.  
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1 **CAUSES OF ACTION**  
2 **FIRST CLAIM FOR RELIEF**  
3 **BREACH OF CONTRACT**  
4 **(By All Plaintiffs on Behalf of the Class)**

5 117. Plaintiffs incorporate by reference all allegations in the preceding paragraphs as  
6 though fully set forth herein.

7 118. Plaintiffs and Class Members maintained AAdvantage accounts with AA in order to  
8 earn bonus miles that they then planned to redeem for various program benefits.

9 119. Plaintiffs and Class Members earned bonus miles in their AAdvantage accounts by  
10 spending money, and saved these accrued bonus miles for later use.

11 120. Plaintiffs and Class Members entered into valid and enforceable contracts with AA  
12 for earning, maintaining, and spending miles through their AAdvantage accounts.

13 121. AA also entered into agreements with Citi and Barclays for co-branding and  
14 promoting Citi-AAdvantage credit cards and Barclays-AAdvantage credit cards. Under such  
15 agreements, Citi and Barclays solicited existing AAdvantage members, including Plaintiffs and  
16 Class Members, through promotional materials, soliciting them to apply for Citi-AAdvantage credit  
17 cards and Barclays-AAdvantage credit cards.

18 122. Under such agreements and promotions, any person who applied for a Citi-  
19 AAdvantage credit card or Barclays-AAdvantage credit card, was approved, and then completed the  
20 promotional requirements (typically including paying a fee or completing certain transactions  
21 within the specified time period) would earn a bonus miles to be credited to the person's  
22 AAdvantage account.

23 123. Plaintiffs and Class Members applied for Citi-AAdvantage credit cards and  
24 Barclays-AAdvantage credit cards, were approved to use such credit cards, met the requirements to  
25 earn bonus miles under these promotions, and were credited bonus miles in their AAdvantage  
26 accounts.

27 124. A meeting of the minds having occurred, and acting in reliance on AA's promise to  
28 provide bonus promotional miles, Plaintiffs and Class Members fully performed their obligations by  
opening valid Citi-AAdvantage credit card and Barclays-AAdvantage credit card accounts and



1 completing the promotional requirements (including paying fees and/or completing transactions)  
2 within their respective time periods. Accordingly, a contract was formed between Plaintiffs and  
3 Class Members and AA.

4 125. After the enrollment bonus miles were awarded to Plaintiffs and Class Members, AA  
5 breached this contract by unilaterally and wrongfully terminating Plaintiffs' and Class Members'  
6 AAdvantage accounts, forcing them to forfeit validly earned miles, leaving them unable to use the  
7 bonus miles they had accrued—potentially over *years* of flights and purchases, including based on  
8 transactions occurring *before* their opening of Citi-AAdvantage credit card or Barclays-AAdvantage  
9 credit card accounts.

10 126. Plaintiffs and Class Members complied with the promotional requirements and  
11 restrictions when opening their Citi-AAdvantage credit card or Barclays-AAdvantage credit card  
12 accounts. Plaintiffs and Class Members relied on these promotional requirements and restrictions,  
13 were approved for their credit cards, and paid fees and/or engaged in the necessary transactions as  
14 required by the promotions' terms. Despite Plaintiffs' and Class Members' compliance, AA still  
15 terminated their AAdvantage accounts, thereby depriving them of the monetary value of the bonus  
16 miles they had rightfully earned and accrued. Plaintiffs and Class Members relied on AA's, Citi's,  
17 and Barclays' promotional requirements and restrictions, spent money as a result, and thus suffered  
18 harm through the expenditure of money to earn a benefit that they were ultimately deprived of by  
19 AA's improper termination of their AAdvantage accounts.

20 127. Plaintiffs and Class Members would not have opened Citi-AAdvantage credit card or  
21 Barclays-AAdvantage credit card accounts and spent money on those accounts had they known that  
22 AA would close their AAdvantage accounts and force them to forfeit their validly earned bonus  
23 miles.

24 128. Plaintiff and Class Members did not receive the benefit of their bargain. In opening  
25 Citi-AAdvantage credit card or Barclays-AAdvantage credit card accounts and spending at least the  
26 minimum amount required within their respective time periods, Plaintiffs bargained to earn bonus  
27 miles for their AAdvantage accounts which could then be redeemed for various program benefits,  
28 such as flights, hotels, and rentals cars. But because AA unilaterally and wrongfully closed

1 Plaintiffs' and Class Members' AAdvantage accounts, Plaintiffs and Class Members lost their  
2 validly earned miles, or had flights booked with their validly earned miles canceled, or both.

3 129. As a direct result of AA's breach of contract, Plaintiffs and Class Members suffered  
4 actual damages in the form of lost miles (including cancelation of flights that were booked with  
5 redeemed miles), which carry monetary value and required the expenditure of money to earn, and  
6 incurred reasonable and foreseeable economic harm.

7  
8 **SECOND CLAIM FOR RELIEF**  
9 **UNJUST ENRICHMENT**  
10 **(By All Plaintiffs on Behalf of the Class)**

11 130. Plaintiffs incorporate by reference all allegations in the preceding paragraphs as  
12 though fully set forth herein.

13 131. Plaintiffs bring this cause of action individually and on behalf of the Class.

14 132. AA profited from the Citi-AAdvantage credit cards and Barclays-AAdvantage credit  
15 cards by selling miles to Citi and Barclays, respectively. These sales are a significant source of  
16 revenue for AA. Upon information and belief, AA accepted and retained the benefits conferred by  
17 Citi and Barclays.

18 133. AA would not otherwise have obtained these benefits if not for AA's contractual  
19 agreement Citi and Barclays, and if not for Plaintiffs' and Class Members' actions to apply for, be  
20 approved for, and use of the Citi-AAdvantage credit cards and Barclays-AAdvantage credit cards.

21 134. It would be inequitable and unjust for AA to retain these benefits from Citi and  
22 Barclays after AA breached its contract with Plaintiffs, which formed the basis for AA to receive  
23 the benefits provided by Citi and Barclays.

24 135. AA further profited from its unlawful decision to terminate Plaintiffs' AAdvantage  
25 accounts.

26 136. AA' decision to unlawfully terminate Plaintiffs' AAdvantage accounts resulted in  
27 the confiscation of properly obtained frequent flier miles, those earned lawfully via Plaintiffs' and  
28 Class Members' Citi-AAdvantage credit cards and Barclays-AAdvantage credit cards, as well as  
frequent flier miles otherwise credited to Plaintiffs' and Class Members' AAdvantage accounts

1 (including through transactions directly with AA). These represent a significant profit realized by  
2 AA in the form of frequent flier miles, which carry monetary value, that are no longer redeemable  
3 by Plaintiffs.

4 137. It would be inequitable and unjust for AA to retain the benefits it received by  
5 unlawfully terminating Plaintiffs' AAdvantage accounts.

6 138. AA's retention of these wrongfully obtained profits would violate the fundamental  
7 principles of justice, equity, and good conscience.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs, on behalf of themselves and members of the proposed Class,  
10 respectfully request that the Court:

- 11 a. Determine that the claims alleged herein may be maintained as a class action under  
12 Federal Rule of Civil Procedure 23, and issue an order certifying one or more  
13 classes as defined above;
- 14 b. Appoint Plaintiffs as the representatives of the Class and their counsel as Class  
15 counsel;
- 16 c. Award all actual, general, special, incidental, statutory, punitive, and consequential  
17 damages and restitution to which Plaintiffs and the Class Members are entitled;
- 18 d. Award pre-judgment and post-judgment interest on such monetary relief;
- 19 e. Award reasonable attorneys' fees and costs; and
- 20 f. Grant such further relief that this Court deems appropriate.

21  
22 **DEMAND FOR JURY TRIAL**

23 Plaintiffs demand a trial by jury on all issues so triable.  
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1 DATED: January 29, 2024

2 /s/ Alex R. Straus

3 Alex R. Straus (SBN 321366)  
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20 *Attorney for Plaintiffs*

21 \* motion to be admitted *pro hac vice*  
22 forthcoming.