

THE LAW OFFICES OF LEON OZERAN

Leon Ozeran, Esq., CA Bar No.: 296071

5404 Whitsett Ave., Suite 212

Valley Village, CA 91607

Tel: (310) 461-3730

Email: leon@ozeranlaw.com

Attorneys for Plaintiff

and the Putative Class

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

SAMAN KOHANOF, individually, and
on behalf of a class of similarly situated
individuals,

Plaintiff,

v.

JETBLUE AIRWAYS
CORPORATION,

Defendant.

Case No. 2:26-cv-9701

**CLASS ACTION COMPLAINT
FOR:**

1. BREACH OF EXPRESS
CONTRACT
2. BREACH OF IMPLIED-IN-FACT
CONTRACT
3. PROMISSORY ESTOPPEL

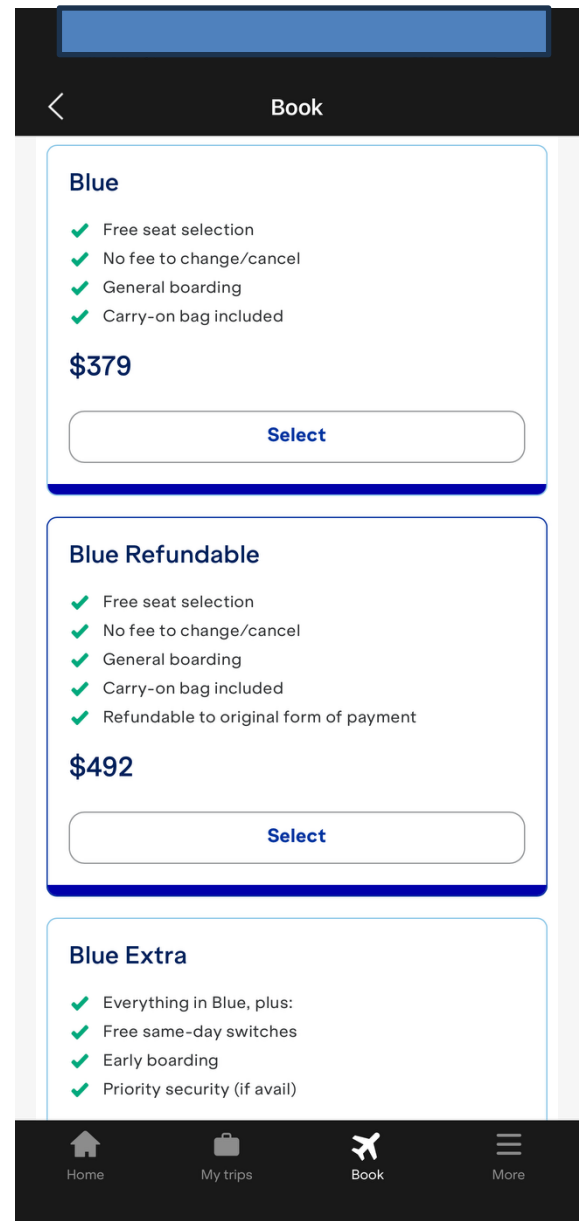
JURY TRIAL DEMANDED

INTRODUCTION

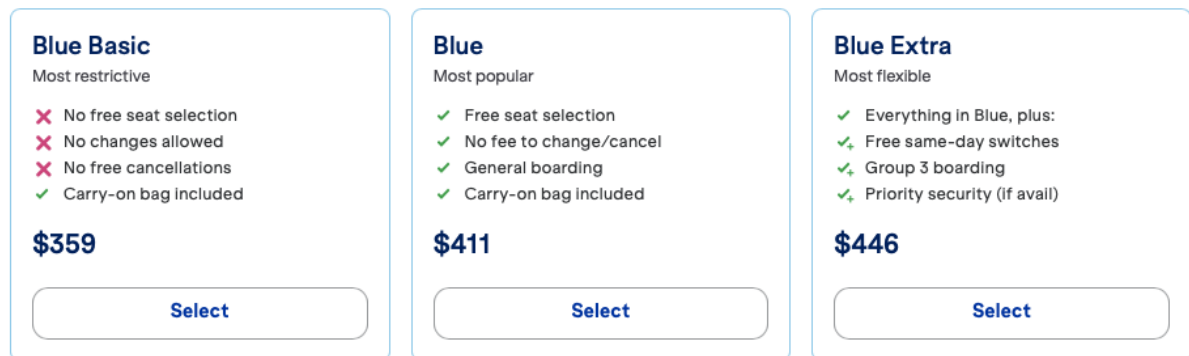
1. This class action seeks redress for JetBlue’s practice of selling passengers higher-priced fare options that expressly promise “Free seat selection,” while, in transactions where no standard seat is available, failing to disclose that fact before accepting payment and then providing no seat-selection opportunity.

2. JetBlue does not treat seat selection as merely incidental to air transportation. JetBlue affirmatively advertises advance seat selection as a benefit that distinguishes its fare options and induces passengers to purchase more expensive fares.

3. At the time Plaintiff purchased his ticket via the mobile app, JetBlue offered, among other options, a lower-priced “Blue Basic” fare and a higher-priced “Blue” fare. An exemplar of JetBlue’s fare-option display on its mobile app, showing representative fare descriptions, is pasted here:



4. An exemplar of JetBlue's fare-option display on its website, showing representative pricing, is pasted here:



5. As depicted in the exemplar fare above, JetBlue offers a Blue Basic fare for approximately \$359 and expressly informs the purchaser that the fare includes “No free seat selection.”

6. JetBlue simultaneously offers the purchaser a Blue fare for approximately \$411 and expressly represents that it includes “Free seat selection.”

7. JetBlue also offers the purchaser a Blue Extra fare for approximately \$446.

8. When Plaintiff was selecting his fare, Plaintiff selected and paid for the Blue fare. The ability to select a seat in advance was a material component of the Blue fare and a material reason Plaintiff chose Blue instead of the less expensive Blue Basic fare.

9. Critically, before Plaintiff completed his purchase, JetBlue did not alert Plaintiff that there were no standard seats available for him to select on the flight.

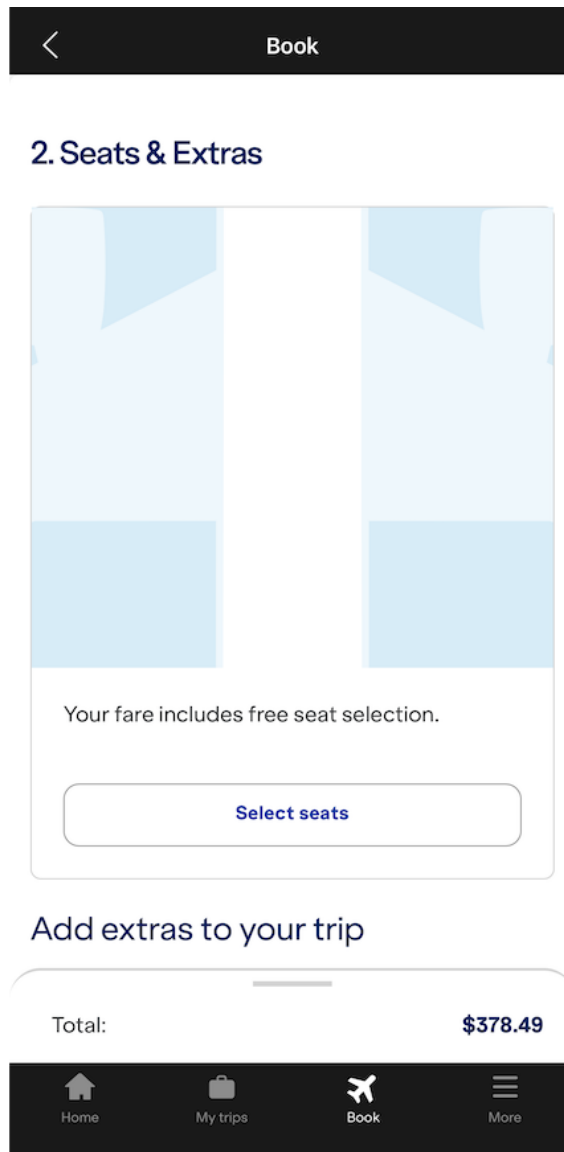
10. JetBlue did not display a warning stating that seat selection was unavailable for Plaintiff's flight.

11. JetBlue did not tell Plaintiff that, despite purchasing a fare expressly advertised as including “Free seat selection,” he would be unable to select any seat.

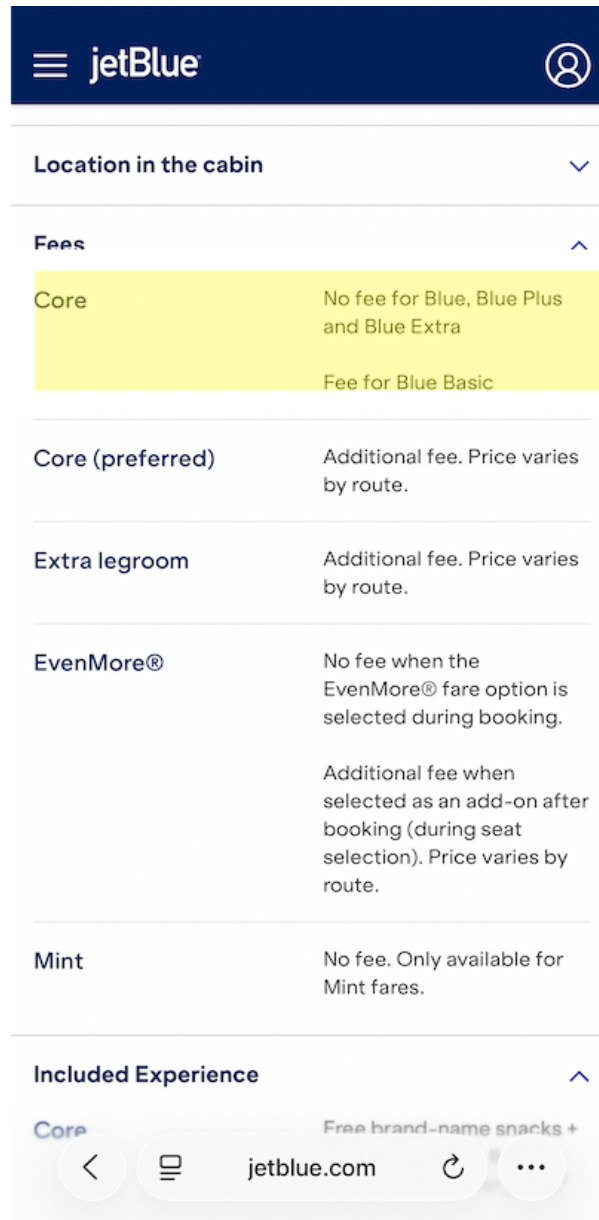
12. JetBlue did not disclose to Plaintiff that, after purchase, its seat-selection system would make no standard seat available for him to select without an additional charge.

13. JetBlue instead continued to display “Free seat selection” as an included benefit of the Blue fare and accepted Plaintiff’s payment for that fare.

14. Each step of the purchase process reinforced JetBlue’s promise that Plaintiff’s fare included the ability to make a seat selection without additional charge, including the checkout page, pictured here:



15. Similarly, JetBlue's "Location in the cabin" page promised seat selection in the "Core" cabin area for "no fee for Blue, Blue Plus, and Blue Extra" fares. It also says the "Core" seat selection is available for a "Fee for Blue Basic":



16. JetBlue's recent rebranding of the fare classes suffers from the same issues. JetBlue's "Our Fares" page promises that Seat selection is included with the Main fare:

jetBlue Book ▾ My Trips ▾ Travel Info ▾ TrueBlue ▾ Sign in

Main EvenMore® Mint®

	Main Base	Main	Main Flex
Baggage information			
Carry-on bag ¹	✓	✓	✓
Personal item included ²	✓	✓	✓
Checked bags included ³	X	X	X
Checked bags included (UK/Europe)	X	✓	✓
Your booking			
Changes ⁴	\$	✓	✓
Cancellations ⁵	Travel credit minus fee	Travel credit	Refund to original payment
Same-day switches/standby ⁶	\$	\$	✓
At the airport			
Seat selection	\$	✓	✓
Boarding	General	General	Early

17. And JetBlue’s “Type of Seats on JetBlue” again states that there is “No fee for [a seat selection] for Main and Main Flex” fare types, while there is a “Fee for Main Base”:

Types of Seats on JetBlue

Wondering where to sit? We’ve got you covered.

Details	Main	Main (preferred)	Extra legroom	EvenMore®	Mint
Legroom	Most legroom in coach ¹	Most legroom in coach ¹	Up to 7" more	Extra legroom	Fully lie-flat seats
Location in the cabin	Main experience	Seats located closer to the front of Main.	Over the wing ²	Seats located closer to the front of the plane.	Front of all cabins on select aircraft.
Fees	No fee for Main and Main Flex Fee for Main Base	Additional fee. Price varies by route.	Additional fee. Price varies by route.	No fee when the EvenMore® fare option is selected during booking. Additional fee when selected as an add-on after booking (during seat selection). Price varies by route.	No fee. Only available for Mint fares.

18. Only after JetBlue accepts payment and completes the transaction do purchasers discover, when they attempt to exercise the purchased benefit, that JetBlue makes no seat available to select without an additional charge.

19. At no point during the purchase process does JetBlue clearly and conspicuously disclose that the promised seat-selection benefit itself is unavailable. Nor does JetBlue provide purchasers with a transaction-specific warning that no seats were actually available for selection on the particular flight the purchaser is purchasing.

20. This action does not allege that JetBlue was required to guarantee any particular seat number to a specific purchaser.

21. Rather, it alleges that JetBlue voluntarily offers purchasers, such as Plaintiff, a fare expressly represented as including advance seat selection, accepts payment, and then fails to provide the seat-selection opportunity it has sold.

1 33. Plaintiff further alleges upon information and belief that the aggregate
2 amount in controversy exceeds \$5,000,000, exclusive of interest and costs. The
3 precise number of affected transactions and amounts attributable to the unprovided
4 seat-selection benefit are information principally or exclusively within JetBlue's
5 possession and will be determined through discovery.

6 34. This Court has personal jurisdiction over JetBlue because JetBlue
7 purposefully conducts substantial business in California and this District, markets
8 and sells its fare products to consumers here, and operates flights to and from LAX.

9 35. Plaintiff's claims also arise from JetBlue's contacts with this District,
10 including JetBlue's sale of the subject fare to a California consumer for a flight
11 destined for LAX and its contractual undertaking to provide the associated fare
12 benefits.

13 36. Venue is proper pursuant to 28 U.S.C. § 1391 because a substantial part
14 of the events and contractual performance giving rise to Plaintiff's claims occurred
15 in, or were directed toward, this District.

16 **THE CONTRACTUAL UNDERTAKING**

17 37. JetBlue's fare-selection interface sets out the fare options, prices, and
18 specific benefits offered in exchange for payment. "Free seat selection" appears as
19 an identified benefit of the Blue fare in the same booking transaction through which
20 the passenger selects the fare and pays JetBlue.

21 38. Plaintiff accepted JetBlue's Blue-fare offer through that booking
22 transaction, paid the requested price, and received confirmation of the reservation.
23 The promised seat-selection benefit was therefore part of the bargain JetBlue offered
24 and Plaintiff accepted, not a gratuitous post-contract courtesy.

FACTUAL ALLEGATIONS

A. JETBLUE’S 2026 REBRANDING PRESERVES THE SAME SEAT- SELECTION PROMISE

39. In July 2026, JetBlue announced a rebranding to its fare options.¹

40. JetBlue rebranded its “Blue” fare as “Main,” and its “Blue Basic” as “Main Base.” JetBlue explained that its former Core economy experience would be renamed Main, and that customers would then choose among Base, Standard, and Flex fare levels within that experience. The standard Main fare includes seat selection, just as the old Blue fare did.

41. JetBlue’s Press Release specifically highlights, multiple times, that Main Base fare does not include seat selection, whereas Main fare includes seat selection as part of the fare price. The Press Release states, “Standard (branded as Main, EvenMore, BlueFirst, or Mint) JetBlue’s most popular fare option, *including seat selection*, no change fees and Travel credit for eligible cancellations.” (emphasis added) and includes a chart listing “Seat Selection” as “Included.” JetBlue further confirmed the contractual nature of fare benefits, stating that customers who had already booked travel would continue to receive the benefits under the terms associated with the fare they originally purchased.

Choose Your Fare Option

Within each experience, customers choose one of up to three fare options based on the level of flexibility they want.

- **Base** (branded as Main Base, EvenMore Base, or BlueFirst Base)
JetBlue’s lowest available fare for customers primarily focused on price. Seat selection is not included with Base fares. Cancellations receive Travel credit, less any applicable fee.
- **Standard** (branded as Main, EvenMore, BlueFirst, or Mint)
JetBlue’s most popular fare option, including seat selection, no change fees and Travel credit for eligible cancellations.
- **Flex** (branded as Main Flex, EvenMore Flex, BlueFirst Flex, or Mint Flex)
JetBlue’s most flexible fare option, including seat selection, no change fees and a refund to the original form of payment for eligible cancellations.

- **Standard** (branded as Main, EvenMore, BlueFirst, or Mint)
JetBlue’s most popular fare option, including seat selection, no change fees and Travel credit for eligible cancellations.

¹ <https://www.mediaroom.jetblue.com/latest-news/press-release-details/2026/JetBlue-Introduces-a-Simple-Intuitive-Way-to-Shop-for-Flights-as-It-Prepares-for-First-Class-Launch/default.aspx>

Two steps to a perfect flight.

Step 1: Choose your experience

 Main The JetBlue experience you love with free wi-fi, seatback TVs & more.	 EvenMore® Get extra leg-room & premium perks at the airport & on board.	 BlueFirst™ A fresh new take on first—arriving soon on non-Mint flights.	 Mint® Fly like nobody's business with a lie-flat seat & more on select routes.
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Step 2: Choose your fare

	Base Lowest price	Standard Most popular	Flex Maximum flexibility
Fare Options	• Main Base • EvenMore Base • BlueFirst Base	• Main • EvenMore • BlueFirst • Mint	• Main Flex • EvenMore Flex • BlueFirst Flex • Mint Flex
Carry-on	Included	Included	Included
Seat Selection	Not included	Included	Included
Change / Cancel Fee	Yes	No	No
Refundability	Travel credit	Travel credit	Original payment
TrueBlue Points	1 per \$1	3 per \$1	3 per \$1

jetBlue®

Courtesy of JetBlue.

42. Because Plaintiff purchased his fare in February 2026, this Complaint uses the Blue and Blue Basic terminology for the transaction at issue. References to Main and Main Base concern only JetBlue's later rebranding.

**B. JETBLUE USES SEAT SELECTION TO DIFFERENTIATE AND SELL
ITS FARE OPTIONS**

43. JetBlue sells airline transportation through a menu of fare options that provide different combinations of benefits and restrictions.

44. JetBlue designed these fare options so that passengers choosing among them compare not merely the price of transportation but also the additional rights and benefits associated with each fare.

45. Advance seat selection was one of the material benefits JetBlue used to distinguish Blue from Blue Basic.

46. During Plaintiff's booking transaction, JetBlue expressly contrasted the two fares by informing Plaintiff that Blue Basic provided "No free seat selection," while Blue provided "Free seat selection."

47. A reasonable passenger viewing those representations would understand that purchasing Blue would provide something the cheaper Blue Basic fare did not: the ability to select a seat in advance without paying an additional seat-selection charge.

48. Seat selection was therefore not merely a gratuitous courtesy JetBlue might elect to provide after formation of the passenger contract. It was an identified characteristic of the Blue fare JetBlue offered for sale.

49. JetBlue used that fare characteristic to induce passengers, including Plaintiff, to purchase Blue instead of the less expensive Blue Basic fare.

**C. JETBLUE'S OWN FEDERAL-COURT REPRESENTATIONS CONFIRM
THE PROMISED BENEFIT**

50. JetBlue has repeatedly characterized free advance seat selection as an entitlement of the Blue fare in representations made to federal courts.

51. In *Ungar v. JetBlue Airways Corp.*, No. 1:24-cv-01494 (S.D.N.Y.), JetBlue represented that the plaintiff "selected and paid for 'Blue' fare at the time of contract," that the Blue fare "entitled her to free advance seat selection," and that

1 Blue “is a more expensive fare option.” JetBlue Mem. in Supp. Mot. to Dismiss, ECF
2 No. 26 at 8-9 (S.D.N.Y. June 25, 2024).

3 52. JetBlue further argued in *Ungar* that passengers who wanted to sit
4 together could have purchased the fare option that “entitled them to choose their
5 seats,” while passengers who selected the cheaper Blue Basic fare and did not pay
6 for seat selection would instead be assigned seats. *Id.* at 8-9, 15.

7 53. To support that position, JetBlue submitted its own booking comparison
8 showing an “X” next to “Free seat selection” for Blue Basic and a checkmark next to
9 “Free seat selection” for Blue. *Id.* at 13.

10 54. JetBlue made the same representation in the federal antitrust litigation
11 concerning its proposed acquisition of Spirit Airlines, stating that JetBlue provides
12 “free seat selection (at any point prior to the flight) for all fare classes except Blue
13 Basic.” Defs.’ Pretrial Br., *United States v. JetBlue Airways Corp.*, No. 1:23-cv-
14 10511-WGY, ECF No. 290 at 19 (D. Mass. Oct. 10, 2023).

15 55. JetBlue’s own descriptions thus distinguish seat selection from seat
16 assignment: Blue purchasers buy the right to choose a seat in advance without an
17 additional seat-selection charge, whereas passengers who do not purchase that benefit
18 may instead be assigned a seat by JetBlue.

19 56. Those representations are consistent with JetBlue’s consumer-facing
20 fare display and checkout interface, which identify “Free seat selection” as a specific
21 benefit included in the Blue fare.

22 57. Plaintiff seeks only to enforce JetBlue’s self-imposed undertaking; he
23 does not ask state law to enlarge or enhance that undertaking or impose a seat-
24 selection obligation JetBlue did not voluntarily assume. *See Am. Airlines, Inc. v.*
25 *Wolens*, 513 U.S. 219, 228-33 (1995); *Hickcox-Huffman v. US Airways, Inc.*, 855 F.3d
26 1057, 1062-65 (9th Cir. 2017); see also *Brenman v. United Airlines, Inc.*, No. 3:25-
27 cv-06995-JD, Dkt. No. 66 at 2–4 (N.D. Cal. July 6, 2026) (denying motion to dismiss
28

1 express-contract, implied-contract, and promissory-estoppel claims arising from an
2 airline's seat-related representations made during booking).

3 **D. JETBLUE POSSESSES THE INFORMATION NECESSARY TO KNOW**
4 **WHETHER SEATS ARE AVAILABLE**

5 58. JetBlue controls or has access to the reservation system through which
6 its customers select fares and seats.

7 59. JetBlue controls the seat map presented to passengers and determines
8 which seats appear as available, unavailable, occupied, blocked, restricted, or
9 otherwise incapable of advance selection.

10 60. JetBlue therefore knows, or through its reservation system can readily
11 determine, when no standard seat is available for a passenger to select on a particular
12 flight.

13 61. JetBlue is consequently capable of determining, before accepting
14 payment, whether the advertised seat-selection benefit is immediately usable by the
15 passenger for the flight being purchased.

16 62. JetBlue is also capable of displaying a warning to a passenger before
17 purchase if no standard seat is then available for advance selection.

18 63. Such a warning could state, for example, that although the fare
19 ordinarily includes advance seat selection, no seats are currently available for
20 selection on that flight.

21 64. JetBlue did not provide such a warning to Plaintiff. On information and
22 belief, JetBlue's standardized booking process likewise did not generate such a
23 warning for similarly situated purchasers.

24 **E. JETBLUE DID NOT ALERT PLAINTIFF THAT NO SEATS WERE**
25 **AVAILABLE BEFORE HE PURCHASED BLUE**

26 65. Plaintiff purchased a JetBlue Blue fare for travel on February 8, 2026,
27 from Fort Lauderdale-Hollywood International Airport ("FLL") to Los Angeles
28 International Airport ("LAX") via mobile application.

1 66. Plaintiff's reservation is identified by a JetBlue confirmation code that
2 has been provided to JetBlue and is omitted from this public filing.

3 67. During Plaintiff's purchase transaction, JetBlue displayed multiple fare
4 options and their respective benefits and restrictions.

5 68. JetBlue offered Plaintiff a Blue fare priced at approximately \$379.

6 69. JetBlue expressly stated in connection with the Blue fare: "Free seat
7 selection."

8 70. Plaintiff specifically valued the ability to select his seat and relied on
9 JetBlue's representation that the Blue fare included that benefit.

10 71. At no point before Plaintiff purchased the Blue fare did JetBlue alert
11 Plaintiff that no standard seats were available for advance selection on his flight.

12 72. JetBlue did not display a pop-up, banner, warning, notification, or other
13 transaction-specific disclosure stating that Plaintiff would be unable to select a seat.

14 73. JetBlue did not state next to the "Free seat selection" representation that
15 the benefit was unavailable for Plaintiff's flight.

16 74. JetBlue did not state that all seats eligible for advance selection had
17 already been assigned or were being withheld from selection.

18 75. JetBlue did not state that Plaintiff might pay for Blue and nevertheless
19 be provided no seat-selection opportunity at all.

20 76. JetBlue did not require Plaintiff to acknowledge, before payment, that
21 no seats were available for selection.

22 77. Instead, JetBlue continued to affirmatively represent that "Free seat
23 selection" was included in the Blue fare and allowed Plaintiff to purchase that fare.

24 78. Plaintiff selected the Blue fare and paid JetBlue the amount requested.

25 79. JetBlue accepted Plaintiff's payment and confirmed the reservation.

26 80. After completing the purchase, Plaintiff attempted to exercise the
27 included seat-selection benefit.
28

1 81. Plaintiff then discovered that JetBlue made no standard seat available
2 for him to select.

3 82. Plaintiff therefore did not receive the seat-selection benefit JetBlue had
4 expressly represented was included with the Blue fare.

5 83. JetBlue instead assigned Plaintiff a seat of its own choosing, without
6 affording Plaintiff any opportunity to select it — the same treatment JetBlue provides
7 to purchasers of the lower-priced Blue Basic fare, which JetBlue expressly sells
8 without free seat selection.

9 84. JetBlue did not refund, credit, or otherwise adjust the fare to account for
10 the seat-selection benefit Plaintiff purchased and did not receive.

11 85. Had JetBlue informed Plaintiff before payment that no seat was
12 available for advance selection, Plaintiff would not have paid the same amount for
13 the Blue fare and would have selected a less expensive fare or otherwise altered his
14 purchasing decision.

15 **F. JETBLUE COULD HAVE DISCLOSED THE UNAVAILABILITY**
16 **BEFORE ACCEPTING PAYMENT**

17 86. JetBlue was free to restrict, block, or withhold seats for operational,
18 safety, accessibility, family-seating, crew, airport-control, or other legitimate reasons.

19 87. Plaintiff does not challenge JetBlue's authority to make those
20 operational decisions.

21 88. Nor does Plaintiff contend that every particular seat on an aircraft must
22 be made available for advance selection.

23 89. Plaintiff's claim instead concerns JetBlue's failure to provide the seat-
24 selection opportunity it expressly sold as part of the Blue fare. JetBlue's failure to
25 disclose that the benefit was unavailable is relevant because JetBlue stated no
26 qualification or limitation on that promise before accepting Plaintiff's payment

27 90. If JetBlue had no standard seats available for Plaintiff to select, JetBlue
28 could have stated that fact before Plaintiff purchased Blue.

1 91. JetBlue could have removed “Free seat selection” from the benefits
2 displayed for Plaintiff’s transaction.

3 92. JetBlue could have displayed a qualification immediately adjacent to
4 that benefit.

5 93. JetBlue could have warned Plaintiff that seat selection would not
6 presently be available despite the fare he was purchasing.

7 94. JetBlue did none of these things.

8 95. Instead, JetBlue possessed the seat-inventory information, advertised
9 the seat-selection benefit, failed to alert Plaintiff that the benefit was unavailable,
10 accepted his payment, and disclosed the practical unavailability only when Plaintiff
11 attempted to select a seat after purchase.

12 **G. JETBLUE’S CONDUCT IS STANDARDIZED AND CAPABLE OF**
13 **COMMON PROOF**

14 96. JetBlue uses standardized electronic fare-selection, booking, seat-map,
15 and reservation systems to sell tickets throughout the United States.

16 97. On information and belief, JetBlue’s standardized booking process does
17 not provide passengers with a clear transaction-specific warning before payment
18 whenever a fare advertised as including advance seat selection is offered for a flight
19 on which no standard seats are actually available for passenger selection.

20 98. JetBlue had notice of the precise issue before Plaintiff’s purchase. On
21 December 7, 2025, a Blue purchaser filed BBB Complaint No. 24240520 alleging
22 that JetBlue advertised free seat selection but, after purchase, offered only seats
23 requiring an additional charge and advised that a seat would instead be assigned at
24 check-in. The customer expressly told JetBlue that assignment at check-in was not
25 customer seat selection and that JetBlue should not offer a fare with free seat selection
26 when that option was unavailable. JetBlue responded to the complaint.

27 99. JetBlue’s electronic records can identify, among other things, the fare
28 option purchased, fare price, flight segment, seat inventory available at the time of

1 purchase, seats blocked or withheld from selection, the seat map presented to the
2 passenger, whether a passenger selected a seat, when a seat was assigned, and
3 whether JetBlue instead assigned the passenger a seat at a later time.

4 100. These records can therefore identify transactions in which JetBlue sold
5 a fare represented as including seat selection while no standard seat was available for
6 the passenger to select.

7 101. JetBlue itself assigns a monetary price to seat-selection rights by
8 charging Blue Basic purchasers a seat-selection fee for standard seats that Blue
9 passengers are told they may select without an additional seat-selection charge.

10 102. That contemporaneous seat-selection fee provides an objective measure,
11 or at minimum a benchmark, of the value JetBlue assigns to the benefit it represented
12 was included in the Blue fare and then failed to provide.

13 103. JetBlue's records reflect the seat-selection fees charged, or that would
14 have been charged, for each seat on each flight at issue. Damages can therefore be
15 calculated on a classwide basis by a common formula derived from JetBlue's own
16 pricing, without individualized inquiry into any Class Member's subjective
17 valuation.

18 CLASS ALLEGATIONS

19 104. Plaintiff realleges and incorporates the preceding paragraphs as though
20 fully set forth herein.

21 105. Plaintiff brings this action pursuant to Federal Rules of Civil Procedure
22 23(a), 23(b)(3), and, as appropriate, Rule 23(c)(4), individually and on behalf of the
23 following proposed class:

24 Nationwide Class

25 All persons in the United States who, during the applicable limitations
26 period, purchased from JetBlue a fare option that JetBlue represented as
27 including or providing free advance seat selection, and for whom
28 JetBlue's records show that no standard seat was made available for
selection without an additional charge before JetBlue assigned the
passenger a seat.

1 106. Plaintiff also seeks to represent the following subclass to the extent
2 necessary or appropriate:

3 **California Subclass**

4 All members of the Nationwide Class who are California residents or who
5 purchased the qualifying JetBlue fare in California.

6 **JetBlue Mobile App Subclass**

7 All members of the Nationwide Class who purchased the qualifying JetBlue
8 fare through JetBlue's mobile application.

9 107. The challenged transaction is standardized. JetBlue uses standardized
10 fare labels and benefit descriptions together with centralized booking, seat-map,
11 inventory, and assignment systems, allowing the existence and breach of the seat-
12 selection undertaking to be determined through common evidence.

13 108. JetBlue's mobile-application transactions are likewise conducted
14 through a standardized booking interface and centralized reservation system, such
15 that the representations presented to Mobile App Subclass members, the fare
16 purchased, seat availability, and subsequent seat assignment are capable of
17 determination through JetBlue's records.

18 109. To the extent the Court determines that material differences in governing
19 state law affect any aspect of the claims, Plaintiff reserves the right to seek
20 certification of appropriate state-specific subclasses, including the California
21 Subclass alleged above.

22 110. Excluded from the Class and Subclass are JetBlue; its parents,
23 subsidiaries, affiliates, officers, and directors; any entity in which JetBlue has a
24 controlling interest; the judicial officers assigned to this case and members of their
25 immediate families; and any person who timely and validly elects exclusion from a
26 certified class.

27 111. Plaintiff reserves the right to amend the proposed class definitions based
28 upon information obtained through discovery.

1 112. Numerosity. The members of the proposed Class are so numerous that
2 joinder is impracticable. The exact number is presently known to JetBlue and can be
3 determined from its booking, fare, seat-map, inventory, and reservation records.

4 113. Commonality and Predominance. Questions of law and fact common to
5 Class Members predominate over questions affecting only individual members. Such
6 common questions include:

7 a. whether JetBlue's representation that a fare included "Free seat
8 selection" became part of the passenger contract;

9 b. whether JetBlue undertook a contractual obligation to provide
10 purchasers of those fares a meaningful opportunity to make an advance seat
11 selection;

12 c. whether JetBlue's systems identified situations in which no
13 standard seat was available for selection before the passenger purchased the
14 fare;

15 d. whether JetBlue disclosed the absence of available seats before
16 accepting payment;

17 e. whether JetBlue's standardized booking flow disclosed, before
18 payment, that the advertised seat-selection benefit was unavailable for a
19 particular transaction;

20 f. whether JetBlue's ability to assign or later reassign a passenger's seat
21 excuses its failure to provide the promised opportunity to select a seat in the
22 first instance;

23 g. whether JetBlue breached its contractual obligations by selling
24 qualifying fares without providing the advertised seat-selection benefit;

25 h. the appropriate methodology for calculating damages;

26 114. These questions arise from JetBlue's standardized fare representations
27 and reservation systems and are capable of common proof.
28

115. Typicality. Plaintiff's claims are typical of the claims of Class Members and members of the California and JetBlue Mobile App Subclasses. Like those Class Members, Plaintiff purchased through JetBlue's standardized booking process a fare represented as including free seat selection, was not alerted before purchase that no standard seat was available, paid the requested consideration, and subsequently received no opportunity to select a standard seat before JetBlue assigned him a seat.

116. Adequacy. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no interests antagonistic to the proposed Class and has retained counsel experienced in complex civil and class-action litigation.

117. Superiority. A class action is superior to other available methods for fairly and efficiently adjudicating this controversy. The damages associated with individual fare transactions are modest compared with the cost of individual litigation.

118. Concentrating these claims in a single action will conserve judicial resources, avoid inconsistent adjudications, and permit common issues concerning JetBlue's standardized fare representations, disclosures, and booking systems to be resolved efficiently.

COUNT I

BREACH OF EXPRESS CONTRACT

119. Plaintiff realleges and incorporates the preceding paragraphs as though fully set forth herein.

120. Plaintiff and Class Members entered into valid contracts with JetBlue when they selected JetBlue fare options, completed their purchases, paid the requested consideration, and JetBlue confirmed their reservations.

121. The terms of those transactions included the characteristics and benefits JetBlue expressly associated with the fare option being offered and purchased.

122. In Plaintiff’s transaction, JetBlue expressly represented before purchase that the Blue fare included “Free seat selection.”

1 123. That representation concerned the nature of the fare Plaintiff was
2 purchasing and formed part of JetBlue's offer.

3 124. Plaintiff accepted that offer and supplied consideration by purchasing
4 and paying for the Blue fare.

5 125. JetBlue's fare presentation expressly stated that the Blue fare provided
6 "Free seat selection," and JetBlue has itself represented in federal litigation that Blue
7 entitled purchasers to free advance seat selection.

8 126. Plaintiff and Class Members performed their contractual obligations,
9 including payment of the fares JetBlue requested.

10 127. JetBlue breached its contractual obligations to Plaintiff by failing to
11 provide the promised opportunity to make an advance seat selection.

12 128. JetBlue further breached the parties' agreement by accepting Plaintiff's
13 payment for a Blue fare that included free advance seat selection and thereafter
14 failing to provide Plaintiff any opportunity to select a standard seat without additional
15 charge before JetBlue assigned him a seat. JetBlue stated no contrary limitation or
16 qualification before the parties entered the agreement.

17 129. JetBlue did not satisfy its promise by later assigning Plaintiff a seat of
18 JetBlue's choosing. JetBlue itself distinguishes an airline-assigned seat from the
19 advance seat-selection entitlement it sells with Blue.

20 130. Plaintiff does not claim a contractual right to retain any particular seat
21 indefinitely. The breach alleged here occurred earlier: JetBlue provided no standard
22 seat for Plaintiff to choose despite selling him a fare that included free advance seat
23 selection.

24 131. As a direct and proximate result of JetBlue's breach, Plaintiff and Class
25 Members suffered damages, including the portion of the fare price attributable to the
26 seat-selection benefit they purchased but did not receive, and/or the difference
27 between the value of the fare as promised and the value of the fare actually provided,
28 in amounts to be determined through discovery and at trial.

COUNT II

BREACH OF IMPLIED-IN-FACT CONTRACT

132. Plaintiff realleges and incorporates the preceding paragraphs as though fully set forth herein.

133. Plaintiff pleads this claim in the alternative in the event the Court concludes that the “Free seat selection” promise displayed in JetBlue’s booking transaction was not an express term of the parties’ agreement.

134. Through JetBlue’s fare-comparison interface, pricing structure, booking process, and pre-purchase representations, JetBlue objectively manifested an undertaking that passengers who purchased Blue would be given an opportunity to select a seat in advance without an additional seat-selection charge.

135. Plaintiff accepted that undertaking and paid the requested consideration.

136. JetBlue possessed the information necessary to know whether the promised seat-selection opportunity was available for Plaintiff’s flight.

137. JetBlue nevertheless failed to inform Plaintiff that no standard seat was available before accepting his payment.

138. Plaintiff and Class Members performed their obligations under the implied agreement.

139. JetBlue breached the implied contractual obligation by accepting payment for fares represented as including advance seat selection and thereafter failing to provide Plaintiff and Class Members any opportunity to select a standard seat without additional charge before JetBlue assigned them seats.

140. As a direct and proximate result of JetBlue’s breaches, Plaintiff and Class Members suffered damages in amounts to be determined through discovery and at trial.

COUNT III

PROMISSORY ESTOPPEL

141. Plaintiff realleges and incorporates the preceding paragraphs as though fully set forth herein.

142. Plaintiff pleads this claim in the alternative in the event the Court concludes that JetBlue's promise concerning included seat selection did not constitute an enforceable express or implied contractual term.

143. JetBlue made a clear promise to Plaintiff that the Blue fare included "Free seat selection."

144. JetBlue simultaneously represented that the less expensive Blue Basic fare included "No free seat selection."

145. JetBlue intended and reasonably expected passengers to consider and rely upon these distinctions when choosing among its fare products.

146. JetBlue did not inform Plaintiff before payment that no standard seat was available for him to select.

147. Plaintiff reasonably relied upon JetBlue's representation by purchasing the more expensive Blue fare in material part to obtain the represented seat-selection benefit.

148. Plaintiff changed his position to his detriment by paying for a fare containing a benefit that JetBlue failed to provide.

149. Class Members similarly paid for qualifying fares in reasonable reliance on JetBlue's promise of included seat selection without receiving a clear pre-purchase warning that no seat was available for them to select.

150. Enforcement of JetBlue's promise is necessary to avoid injustice.

151. As a direct and proximate result of JetBlue's failure to honor its promise, Plaintiff and Class Members suffered damages in amounts to be determined through discovery and at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Saman Kohanof, individually and on behalf of all others similarly situated, respectfully requests that the Court enter judgment in his favor and against JetBlue as follows:

- A. Certifying the proposed Class and, as appropriate, the California Subclass pursuant to Federal Rule of Civil Procedure 23;
- B. Appointing Plaintiff Saman Kohanof as Class Representative and Plaintiff's counsel as Class Counsel;
- C. Awarding Plaintiff and Class Members compensatory and benefit-of-the-bargain damages, including the value of the promised seat-selection benefit JetBlue failed to provide, in an amount to be proven at trial;
- D. Awarding restitution or other equitable monetary relief to the extent available and appropriate on the alternative claims;
- E. Awarding pre-judgment and post-judgment interest at the maximum lawful rate;
- F. Awarding Plaintiff and the Class their reasonable costs and attorneys' fees to the extent permitted by contract or applicable law;
- G. Awarding such other and further relief as the Court deems just and proper.

JURY TRIAL DEMANDED

152. Plaintiff demands a trial by jury on all claims and issues so triable.

Dated: August 31, 2026

THE LAW OFFICES OF LEON OZERAN

By: /s/ Leon Ozeran

LEON OZERAN

Attorney for Plaintiff