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THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

Nancy Halverson, Whitney Jo
Whipperman, Susan S. Rugh, Jake Rugh,
Kathleen Rugh individually and as
representatives of that class and those
others similarly situated and identified
below,

Plaintiffs,

vs.

jetBlue Airways Corporation,

Defendant.

**CLASS ACTION COMPLAINT
AND
REQUEST FOR CLASS
CERTIFICATION**

Civil No.

Judge

COME NOW the named Plaintiffs identified above, for themselves and
for all class members identified below and hereby allege and complain of the
Defendant jetBlue Airways Corporation (jetBlue) as follows:

SUMMARY OF CLAIM

1. This case addresses the improper release by jetBlue Airways Corporation of approximately five million passenger itineraries reflecting the private personal passenger information of over one million passengers during the years 2001 and 2002 in violation of its own advertised privacy policy, consumer protection laws, and its contracts with its air traveling passengers. Acknowledging the public apology issued by David Neeleman, jetBlue's Chief Executive Officer, Plaintiffs seek fair and equitable compensation from jetBlue but seek no punitive damages that would harm or hinder jetBlue's business or financial viability.

JURISDICTION

2. Plaintiffs Nancy Halverson and Whitney Jo Whipperman are residents of Salt Lake County, State of Utah. Plaintiff Susan S. Rugh is a resident of Utah County, State of Utah. Jake and Kathleen Rugh are residents of New York City, State of New York.

3. Defendant jetBlue Corporation (hereinafter "jetBlue") is a Delaware corporation doing business in the State of Utah and in other states.

SPECIFIC FACTUAL ALLEGATIONS

4. Defendant provides commercial airline service in the State of Utah and elsewhere in the United States.

5. Defendant likewise operates an Internet site where consumers can create travel itineraries and purchase airline tickets online.

6. Defendant has disseminated, or caused to be disseminated through its Internet site and/or via alternative means, to Plaintiffs, its customers, and to the general public, a Privacy Statement purporting to demonstrate Defendant's "firm commitment to privacy."

7. The Privacy Statement sets forth the obligations that the Defendant has assumed with respect to the protection of Plaintiffs' personal information disclosed in connection with commercial transactions concluded between Plaintiffs and the Defendant.

8. The Privacy Statement expressly states that Plaintiffs' financial and personal data collected by Defendant in connection with such transactions "is not shared with any third parties."

9. On or about September 2002, Defendant breached the terms of the Privacy Statement and without the knowledge or consent of Plaintiffs did voluntarily, and not under compulsion of law, share Plaintiffs' personal data with an outside third party.

FIRST CAUSE OF ACTION
Material / Fraudulent Misrepresentation

10. Plaintiffs incorporate by reference the preceding allegations of this complaint and the allegations set forth in the remainder of the complaint.

11. The representations Defendant jetBlue made in the Privacy Statement were not truthful, were materially and/or fraudulently misleading, deceptive, and

did mislead Plaintiffs regarding the protection and security of their personal data in the possession of Defendant jetBlue.

12. Plaintiffs did act in reasonable reliance upon Defendant jetBlue's representations contained in the Privacy Statement and Defendant jetBlue did violate the Privacy Statement by sharing Plaintiffs' personal information with at least one outside third party, Torch Concepts Inc., in or about September 2002, resulting in real, significant, and substantial injury to the named Plaintiffs and those members of the class identified above.

SECOND CAUSE OF ACTION

Breach of Express Warranties

13. Plaintiffs incorporate by reference the preceding allegations of this complaint and the allegations set forth in the remainder of the complaint.

14. Defendant jetBlue expressly represented and warranted that it would not share Plaintiffs' personal information "with any third parties."

15. Without Plaintiffs' knowledge or consent, Defendant jetBlue did in fact share Plaintiffs' personal data with an outside third party in or about September 2002 in breach of this express warranty.

THIRD CAUSE OF ACTION

Breach of Contract

16. Plaintiffs incorporate by reference the preceding allegations of this complaint and the allegations set forth in the remainder of the complaint.

17 In connection with commercial transactions concluded between itself and Plaintiffs, Defendant jetBlue assumed a contractual obligation, express and/or implied, to protect and not to share Plaintiffs' personal information with any third parties.

18 Without Plaintiffs' knowledge or consent, Defendant jetBlue did in fact breach its express and/or implied contractual obligations by sharing Plaintiffs' personal data with an outside third party in or about September 2002.

FOURTH CAUSE OF ACTION

Invasion of Privacy

19 Plaintiffs incorporate by reference the preceding allegations of this complaint and the allegations set forth in the remainder of the complaint.

20. By violating the Privacy Statement which governed, in part, the relationship between itself and Plaintiffs, and by sharing Plaintiffs' personal information with an outside third party, Defendant jetBlue did act in an unreasonable manner resulting in a substantial and serious interference with Plaintiffs' legitimate expectations of privacy.

FIFTH CAUSE OF ACTION

Violation of the Utah Consumer Sales Practices Act

21. Plaintiffs incorporate by reference the preceding allegations of this complaint and the allegations set forth in the remainder of this complaint.

22. In addition to and after Plaintiffs other causes of action, Plaintiffs concurrently, though not exclusively, seek a remedy under the provisions of the Utah Consumer Sales Practices Act.

23. Defendant jetBlue committed deceptive acts or practices in connection with a consumer transaction in violation of Utah Code Ann. §13-11-4 and other provisions of the Utah Consumer Sales Practices Act.

24. In representing before, during, or after it entered into consumer transactions that Plaintiffs' personal information would not be provided to any third party, Defendant jetBlue made representations regarding warranties, obligations, contracts, and other attributes of consumer transactions that were misleading or false.

25. Before, during, or after entering into consumer transactions, Defendant jetBlue engaged in unconscionable acts or practices in relation to the provision of services to consumers.

CLASS ACTION ALLEGATIONS

26. Plaintiffs incorporate by references the preceding allegations of this complaint and the allegations set forth in the remainder of the complaint.

27. The action brought by the Plaintiffs is a class action, on their own behalf and on behalf of all other individuals similarly situated pursuant to Rule 23(b)(3) of the Utah Rules of Civil Procedure and/or in the alternative Rule 23(b)(2) of the Utah Rules of Civil Procedure and Rule 23(b)(1)(A) of the Utah Rules of Civil

Procedure and Utah Code Ann. §13-11-20 for damages and relief related to Defendant's actions as outlined above and as further specified in this complaint.

28. The class represented by the named Plaintiffs in the present matter is a class which consists of the named plaintiffs and all individuals who entered into commercial transactions with Defendant jetBlue governed by the Privacy Statement prior to October 2002.

29. The exact size and number of the class, as identified and described above, has not been finally determined but on information and belief, is estimated to consist of more than one million members. The class is so numerous that the joinder of all individual members in this immediate action is not practical.

30. There exist common questions of law and fact in this action which relate to and affect the individual rights of each member of the class. Additionally, the relief sought herein is common to the entire class. Among the common questions of law, fact and relief are questions regarding jetBlue's obligations, warranties, representations, promises, and its failure to abide by the terms of the Privacy Statement that served as a basis for its commercial relationship with Plaintiffs.

31. Members of the class have been damaged and are entitled to relief as prayed for hereafter in this complaint based on but not limited to jetBlue's actions as above set forth and as further specified in this complaint.

32. The claims of the named Plaintiffs are typical of the claims of all of the members of the class in that the named Plaintiffs and the members of the class

concluded commercial transactions with Defendant jetBlue subject to a Privacy Statement that obligated Defendant not to share Plaintiffs' personal information with any third parties, which Defendant nevertheless did without Plaintiffs' knowledge or consent.

33. There is no conflict between the named Plaintiffs as representative Plaintiffs and the other members of the class concerning the relief sought in this complaint.

34. Pursuant to Rule 23(b)(1)(A) of the Utah Rules of Civil Procedure and Utah Code Ann. §13-11-20(1)(e)(i)(A) the causes of action of the named Plaintiffs and the entire class is properly asserted as a class action for the reason that the prosecution of separate causes of actions by those class members identified herein creates a risk of differing and inconsistent adjudications respecting members of the class. Such differing and inconsistent adjudications would create differing and incompatible standards of conduct for Defendant jetBlue.

35. Pursuant to Rule 23(b)(2) of the Utah Rules of Civil Procedure and Utah Code Ann. §13-11-20(1)(e)(i)(B), this matter is properly maintained as a class action in that the actions of Defendant jetBlue make appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

36. Pursuant to Rule 23(b)(3) of the Utah Rules of Civil Procedure and Utah Code Ann. §13-11-20(1)(e)(iii), this action is also proper in that common

questions of law and fact pertaining to Defendant jetBlue's warranties, representations, promises, and its failure to discharge its obligations to the named Plaintiffs and the members of the class predominate over any questions affecting only individual class members. Additionally, Plaintiffs assert that the resolution of the claims of the class as a whole as sought in the present class action is superior and preferable to other methods available for the adjudication of this controversy in a fair and efficient manner.

37. Those individuals identified herein as named Plaintiffs are the representative parties for the class identified above and said named Plaintiffs are willing and able to adequately and with fairness protect the interests of the class.

38. The attorneys for the named Plaintiffs are capable and experienced litigators, are attorneys of good reputation and have successfully represented Plaintiffs before the state and federal courts in complex litigation matters.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and for all other members of the class as follows:

For a judgment in favor of the named Plaintiffs and members of the class on the causes of action set forth herein for the amounts appropriate to reimburse the named Plaintiffs and members of the class for jetBlue's violation of its Privacy Statement in sharing the personal information of the named Plaintiffs and members of the class with a third party.

For injunctive and declaratory relief enjoining jetBlue from further violating its published Privacy Policy, and

For interest allowed by law, and

For costs, and attorneys fees, and

For permission to amend its complaint should such amendment become appropriate during the course of discovery, and

For such other and further additional relief as may be determined through discovery to be appropriate and as the Court may find just.

DATED this ____ day of September, 2003.

Respectfully submitted,

PARKER & McCONKIE

James W. McConkie
Attorneys for the Plaintiffs