

IN THE UNITED STATES FEDERAL DISTRICT COURT
OF NORTHERN DISTRICT OF ILLINOIS
EASTERN DISTRICT

VASYL RUSAK
OLEXANDER ZUCK
LARISSA SCHEVCHENKO
VOLODYMUR BUKOWSKI
SVETLANA BUKOWSKI
individually and on behalf of her minor child
ZORINA BUKOWSKI
LILLIA KNOBEL
OKSANA KIT
individually and on behalf of her minor child
MARIANA KIT
individually and on behalf of themselves
and all others similarly situated
passengers of proposed Classes

Case No. 1:18-cv-8379

Plaintiffs

vs.

AIR CANADA
Air Canada Centre
7373 Côte-Vertu Blvd. West
Saint-Laurent, Quebec H4S 1Z3
a foreign corporation

Defendant

and

UKRAINE INTERNATIONAL AIRLINES (UIA),
201-203, Kharkivske Shosse,
Kiev, 02121, Ukraine
a foreign corporation

Defendant

JURY DEMAND ON ALL COUNTS

CLASS ACTION COMPLAINT AT LAW

NOW COMES the above-named Plaintiffs, VASYL RUSAK; OLEXANDER ZUCK; LARISSA SHEVCHENKO; VOLODUMUR BUKOWSKI, LUDMILA BUKOWSKI, ZORINA BUKOWSKI; OKSANA KIT, MARIANA KIT and LILIIA KNOBEL, individually and on behalf of all other similarly situated members of proposed Classes of passengers, by their counsel of record, Attorney Vladimir M. Gorokhovsky of Gorokhovsky Law Offices LLC, and as their CLASS ACTION COMPLAINT AT LAW pursuant to the Articles 19 and 22(6) of the Montreal Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999 for compensable economic actual, general, punitive, statutory, incidental and consequential damages for violation of the Article 19 of said Montreal Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999 (entered into force on Nov. 4, 2003)(Montreal Convention), *reprinted in* S. Treaty Doc. No. 106-45; 49 U.S.C.A.App. § 1502 (49 USCA § 40105, *et. seq.*), against the above-named defendants, AIR CANADA and UKRAINE INTERNATIONAL AIRLINES (UIA), jointly and severally, hereby stating and alleging as follows:

I. NATURE OF THIS ACTION:

1. That this civil action arises under the Treaty of the United States known as the Convention for the Unification of Certain Rules Relating to International Transportation by Air, concluded at Warsaw, Poland, October 12, 1929 (“Warsaw Convention”), 49 Stat. 3000, T.S. No. 876, 137 L.N.T.S. 11 (1934), reprinted in note following 49 U.S.C. § 1502 (1976) or in alternative under Article 19 of Montreal Convention for the Unification of Certain Rules for International Carriage by Air, May

28, 1999 (entered into force on Nov. 4, 2003) (Montreal Convention), *reprinted in S. Treaty Doc. No. 106-45*, which is the supreme law of this land.¹

2. That at all times material hereto all the above -named Plaintiffs purchased international airfare transportations from Chicago to and from Kiev, Ukraine via connecting stop at Toronto to be performed predominantly on the board of AC flight 512 which was at all times material hereto operated by AIR CNADA from Chicago to Toronto, Canada.

3. That the United States, Canada and Ukraine are signatories to the Montreal Convention.²

4. That by procuring this international airfare from the place of their residences located predominantly within Cook County, Illinois the above-named Plaintiffs entered into binding legal contract with the above-named defendant AIR CANADA for international transportation by air from the place of their domicile at Chicago, Illinois to Kiev, Ukraine and back to Chicago, Illinois via connecting stop at Toronto, Canada.

5. That at all times material hereto the above-named Plaintiffs were scheduled to depart from Chicago to Kiev, Ukraine via connecting stop at Toronto, Canada and upon completion of their visiting of Kiev, Ukraine back from Kiev to Chicago.

6. That at all times material hereto defendant's departing flights from Chicago to Toronto were delayed for more than three hours and or were canceled.

¹ <http://www.state.gov/e/eb/rls/othr/ata/114157.htm>

² <http://legacy.icao.int/icao/en/leb/mtl99.pdf>

7. That at all times material hereto the defendant's flights departing from Toronto to Kiev were delayed on departure from Toronto for many hours.

8. That at all times material hereto for entire duration of 12 to 24 hours the above-named Plaintiffs were confined at various areas of O'Hare International Airport and Toronto International Airport without or with very limited access to food, refreshments and lavatories.

9. That upon information and believe, such multiple delays on departure of defendant's flights at all times material hereto were caused by negligent maintenance of an aircraft, and the above-named defendant did not pursue all reasonable measures to avoid such delays in international airfare transportation or to mitigate its consequences upon the above-named passengers.

10. That at all times material hereto, while being estranged at various airports the above-named Plaintiffs were not provided with any meaningful care by the above-named defendant.

11. That at all times material hereto, while being estranged at O'Hare and at Toronto International Airport the above-named Plaintiffs experienced willful indifference on the part of employees of the above-named defendant, who were not willing to provide any care for estranged passengers and who were not advising their passengers as to cause, nature, extent, duration of delay of departing flights operated by AIR CANADA.

12. That subsequently, more than 12 to 24 hours later the above-named Plaintiffs arrived to their destination being more than 12 to 24 hours late of their preplanned arrival and subsequently missed important family reunions, funerals, several

days of their pre-paid vacation time, as well as several days of their work, thereby incurring compensable economic damages of lost wages in the sum to be proven at trial.

13. That concomitantly the Plaintiffs also incurred compensable economic out-of-pocket expenses for additional Per Diem, local accommodation, food, water, medication, substituted clothing, international telecommunication and transportation expenses in the sum to be proven at trial.

14. That the above-identified circumstances of delay or cancellation of plaintiff's international airfare transportation flights operated by AIR CANADA at all times material hereto are actionable pursuant to Article 19 of the Montreal Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999 (entered into force on Nov. 4, 2003) (Montreal Convention), *reprinted in* S. Treaty Doc. No. 106-45; 49 U.S.C.A.App. § 1502 (49 USCA § 40105, *et. seq.*).

15. That as a direct and proximate cause of said delayed departures of international air flights operated by AIR CANADA, the Plaintiffs incurred similar actual out-of-pocket economic expenses in approximate sum in the sum to be proven at trial.

16. That, at all times material hereto, as a direct and proximate cause of the above-identified willful indifference by AIR CANADA and its employees, and delayed departures of international airfares in excess of many hours, the Plaintiffs incurred similar compensable economic actual, general, special, incidental and consequential damages, including but not limited to per diem, local foodstuffs, water, medications and international telecommunication expenses, in the sum to be proven at trial.

17. That as a direct and proximate cause of delayed departure and or cancellations of international flights operated by the above-named defendants, the

Plaintiffs were needlessly subjected to compensable economic damages, including but not limited to travel cancellation expenses, loss of vacation time, loss of benefit of their bargain, additional per diem and lodging expenses, indifferent treatment, physical discomfort, physical exhaustion, financial injury of loss of time and loss of benefit of their bargain; loss of use of money and other legally cognizable economic damages.

18. That, at all times material hereto, the above-named defendant was recklessly indifferent to travel-related needs of the above-named plaintiffs and to its own voluntarily assumed contractual obligations.

19. That, upon information and believe, delay of the above-referenced defendant's flights were not caused by extraordinary circumstances, which could not have been avoided in due exercise of due diligence and pertinent legal standard of care owed to the plaintiffs by the above-named defendant.

20. That, upon information and believe, AIR CANADA did not pursue all meaningful actions required to avoid or mitigate impact of delays and cancellations of their international air flights.

21. That therefore the above-named plaintiffs are now seeking, among other relief, to recover compensable economic actual, general and special damages in aggregate sum of \$1,058,500.00; as well as incidental and consequential damages (in the sum not yet certain but to be proven at trial) from AIR CANADA for delay in international air transportation as well as under other legal theories incorporated herein under the doctrine of pendent jurisdiction.

22. That, additionally, pursuant to the Article 22(5) of the Montreal Convention, the Plaintiffs are also asserting claim for economic compensatory damages

in the excess of the above-referenced cap on damages imposed by the Article 22(1) of Montreal Convention in the sum not yet certain but to be ascertained and proven at trial recoverable from defendant on the theory of “reckless indifference” of defendant’s employees while acting in the scope of their employment and for benefit of their employer.

23. That pursuant to Article 19 of the Montreal Convention, the defendant is liable for damages caused by delays of international air carriage of its passengers.

24. That the above-named Plaintiffs, on their own behalf and on behalf of all similarly situated members of Class of Passengers of delayed air flights are bringing this action for compensation for damages caused by delays of international flights.

II. JURISDICTION AND VENUE:

25. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-24 of preceding section of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

26. That this class action also arises under the Art. 33 of the Montreal Convention as well as under 28 U.S.C. § 1331, 28 U.S.C. § 1332, 28 U.S.C. § 1337, as well as the Class Action Fairness Act, 28 U.S.C. § 1332(d); as well as under the doctrine of pending jurisdiction.

27. That the court's jurisdiction is also invoked under Art 33 of the Montreal Convention and the doctrine of pendent jurisdiction.

28. That, additionally the United States District Court for the Northern District of Illinois shall exercise jurisdiction over the cause of action set forth in this complaint

under and pursuant to Art 33(1) of Montreal Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999.³

29. That Art. 19 of the Montreal Convention set forth the private cause of action for money damages caused by delay or cancellation of international airfare transportation against the above-named defendant.⁴

30. That the United States is the signatory to the Montreal Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999.⁵

31. That likewise Canada and Ukraine are signatories to the Montreal Convention.

32. That the defendants are domiciliary of the country –signatory to the Montreal Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999.

33. That the United States District Court for the Northern District of Illinois shall exercise jurisdiction over the cause of action set forth in this complaint under and pursuant to Art 33(1) of Montreal Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999, and pursuant to 28 U.S.C. § 1337.

34. That the above-cited federal treaties provide for the private cause of action against the above-named defendant.

³ The Montreal Convention is available in the UNITED STATES CODE SERVICE (U.S.C.S.) volume titled International Agreements at 635 (2007). It is also available at S. Treaty Doc. No. 106-45, 1999 WL 33292734 at 29-45.

⁴ See, Article 19 of the Montreal Convention, The carrier is liable for damages occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.” Id.

⁵ <http://legacy.icao.int/icao/en/leb/mtl99.pdf>

35. That the matter in controversy, exclusive of interest and costs, far exceeds the sum or value of \$5,864,946.88 and is a class action in which some of the members of the Class of plaintiffs, whose number exceeds 100, are citizens of states different from the above-named defendant.

36. That the above-named Plaintiffs, on their own behalf and on behalf of all Class Members, are pursuing, among other relief, to recover actual, general and special damages in aggregate sum of \$6,487.80 per passenger in aggregated sum to be determined at trial; as well as incidental and consequential damages (in the sum not yet certain but to be proven at trial) from the defendant for delay of international air flights in a course of international air transportation; as well as under other legal theories incorporated herein under the doctrine of pendent jurisdiction.

37. That, upon information and believe, the matter in controversy exceeds \$1,864,946.88 exclusive of interest and costs, in that the above-named plaintiff is alleging actual damages in the sum of \$6,475.51 per passenger and member of purported Class, as well as compensatory, actual, general, special, incidental and consequential damages in the sum not yet certain but to be ascertained and proven at trial.

38. That, additionally, pursuant to Article 22(5) of Montreal Convention, the above-named Plaintiffs on their own behalf and on behalf of all other Class Members is also asserting claim for compensatory, additional, general, special, incidental and consequential damages in the excess of the above-referenced cap on damages imposed by Warsaw Convention and or by Article 22(1) of Montreal Convention in the sum not yet certain but to be ascertained and proven at trial recoverable from the defendant on the theory of “reckless indifference” by the defendant to plaintiff’s travel-related ordeal

allegedly perpetrated by certain employees of AIR CANADA while acting in the scope of their employment and for benefit of their employer.

39. That further, greater than two-thirds of the class members reside in states other than the states in which defendant is a citizen.

40. That venue is proper in this Court under 28 U.S.C. § 1391 because all the above and below alleged actions of defendant took place, in whole or in part, within O'Hare International Airport located within this district.

41. That the above-named defendant AIR CANADA is doing business and are soliciting airline passengers by selling airfare tickets and are conducting its business of air transportation within the State of Illinois.

42. That AIR CANADA is domiciled at Canada and / or are doing business within the jurisdiction of the United States District Court for Northern District of Illinois.

43. That additionally this Court has jurisdiction over this class action matter pursuant to 28 U.S.C. § 1337 as well as the Class Action Fairness Act, 28 U.S.C. § 1332 (d), in that:

- (a) This is a class action involving 100 or more class members; and
- (b) Plaintiffs, permanent residents of Illinois, are diverse in citizenship to defendant AIR CANADA, which are incorporated in the State of Delaware, USA.

44. This case is properly maintainable as a class action pursuant to and in accordance with Rule 23(a) of the Federal Rules of Civil Procedure in that:

- (a) The Class is so numerous that joinder of all members is impractical;
- (b) There are substantial questions of law and fact common to the Class including those set forth in greater particularity below;

- (c) This case is properly maintainable as a class action pursuant to Rule 23(b) of the Federal Rules of Civil Procedure, in that:
- i. Questions of law and fact enumerated below, which are all common to the Class, predominate over any questions of law or fact affecting only individual members of the Class;
 - ii. A class action is superior to any other type of action for the fair and efficient adjudication of the controversy;
 - iii. The relief sought in this class action will effectively and efficiently provide relief to all members of the class; and
 - iv. There are no unusual difficulties foreseen in the management of this class action.

45. That this Court has personal jurisdiction over the above-named defendant, AIR CANADA, who is maintaining at least minimum contacts with the State of Illinois through a conduct of air transportation business within State of Illinois and by otherwise availing themselves of Illinois' markets through their air travel operations, offices, logistical services, sales, and marketing efforts.

46. That as to their individual claims the above-named Plaintiffs are seeking, among other relief, to recover their actual, general and special damages in aggregate sum exceeding \$6,897.82 per passenger; as well as their incidental and consequential damages (in the sum not yet certain but to be proven at trial) from the defendant for delay in international air transportation; as well as under other legal theories incorporated herein under the doctrine of pendent jurisdiction.

III. PARTIES:

47. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-46 of preceding sections of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

48. That at all times material hereto and is now the above-named Plaintiff, VASIL RUSAK was an adult, competent citizen of the USA, domiciliary of the State of Illinois, residing at: 19 Magnolia Road Wheeling, IL 60037.

49. That at all times material hereto and is now the above-named Plaintiff, OLEXANDER ZUCK was an adult, competent citizen of the USA, resident of the State of Illinois, residing at: 407 Dundee Road, Wheeling, IL 60037.

50. That at all times material hereto and is now the above-named Plaintiff, LARISA KRAVCHENKO was an adult, competent citizen of the USA, resident of the State of Illinois, residing at: 1622 Covington Ct, Saint Charles, IL 60174.

51. That at all times material hereto and is now the above-named Plaintiff, VOLODYMUR BUKOWSKI, was an adult, competent citizen of the USA, resident of the State of Illinois, residing at: 206 Chicago Avenue, Apt 6, Chicago, IL 60654.

52. That at all times material hereto and is now the above-named Plaintiffs, OOKSANA KIT, was an adult, competent citizen of the USA, resident of the State of Illinois, residing at: 6042 West Edison Street, Chicago, IL 60634 together with her daughters MARIANNA KIT and LILIIA KNOBEL.

53. That the above-named defendant AIR CANADA is believed to be a foreign air transportation carrier, domiciled at Canada, operating under auspices of air carrier license issued by Canada, headquartered at: Air Canada Centre, 7373 Côte-Vertu Blvd. West Saint-Laurent, Quebec H4S 1Z3; doing business in the United States and within the State of Illinois with a local place of business at: Office of Air Canada, 333 N Michigan Avenue, Suite 1128, Chicago, IL 60601, 312-236-5501.

54. That the above-named Defendant, UKRAINE INTERNATIONAL AIRLINES (UIA) (hereinafter referred to as “UIA is Ukrainian national airline with headquarters located at: UIA head office: 201-203, Kharkivske Shosse, Kiev, 02121, Ukraine, doing business within the jurisdiction of the United States District Court for Northern District of Illinois.

55. That the above-named defendants are domiciled at the countries signatories to the Montreal Convention.

56. That the bellow identified international airfare from Chicago Illinois to Kiev, Ukraine via connecting stops at Toronto, Canada and Zurich, Switzerland conducted between countries signatories to the Montreal Convention.

IV. STATEMENT OF CLAIM AND PLAINTIFF’S FACTUAL ALLEGATIONS AS TO RELEVANT TO INDIVIDUAL AND CLASS ACTION CLAIMS.:

57. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-56 of preceding sections of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

4.1. CLAIM OF VASYL RUSAK AGAINST AIR CANADA UNDER ART. 19 OF THE MONTREAL CONVENTION:

58. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-57 of preceding sections of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

59. That, at all times material hereto, the above-named Plaintiff entered into contractual relationship with the above-named Defendant for their international air fare transportation on June 9, 2018 from Chicago, Illinois, USA to Kiev, Ukraine via

connecting stop at Toronto, Canada, and then on July 19, 2018 traveling back from Kiev, Ukraine to Chicago, Illinois, United States.

60. That true and correct copy of Plaintiff's itineraries appended herewith, marked as Exhibit A, pp. 1-4, incorporated by reference and made a part of this entire Complaint at Law.

61. That this contract for international airfare was formed at plaintiff's place of permanent domicile within the Cook County, State of Illinois, USA.

62. That at all times material hereto the above-named plaintiff was scheduled to depart on the board of AIR CANADA flights operated by Air Canada Airline from Chicago, Illinois, USA to Toronto, Canada for the subsequent flights to Zurich, Switzerland.

63. That at all times material hereto these flights from Chicago to Toronto was delayed on departure for many hours, causing plaintiffs to miss their connecting flights from Toronto and thereafter from Toronto to Kiev on the board of multiple flights operated by Air Canada.

64. That upon plaintiff's late arrival to Toronto at all times material hereto the above-named plaintiff missed their connecting flight to Zurich and was compelled to stay overnight at Toronto, extending his international travel for over seventeen hours.

65. That the above-named Plaintiffs were forced to stay overnight at Toronto, and on the following day were re-routed to Kiev, Ukraine.

66. That finally the above-named Plaintiffs arrived to Kiev, Ukraine more than 24 hours later and thereafter was compelled to procure additional transportation to their final destination.

67. That finally the above-named Plaintiffs arrived at their final destination being more than 24 hours late of their pre-planned arrival and consequently missed important business meeting which was primary purpose of their international airfare.

68. That, at all times material hereto, while being estranged at all times material hereto at O'Hare International Airport for more than 1.5 hours, and later on at Toronto International Airport the above-named Plaintiffs were not provided by the above-named Defendant with any meaningful assistance.

69. That, while being estranged at O'Hare International Airport on at all times material hereto for more than 1.5 hours, the above-named Plaintiffs were not provided with any compensation for delay and cancellation of their flight per Art. 19 of the Montreal Convention.

70. That, because of delays and cancellations of defendant's flights, at all times material hereto, and subsequent missing of departure of their connecting flights from Toronto to Kiev the above-named plaintiffs sustained similar out-of-pocket economic damages.

71. That, upon information and believe, delay of the above-referenced defendant's flight was not caused by extraordinary circumstances, which could not have been avoided in due exercise of due diligence or another pertinent legal standard of care by the above-named defendant.

72. That, upon information and believe, the above-named defendant did not pursue all meaningful actions required to avoid or mitigate impact of extraordinary circumstances

73. That, on June 9, 2018 the above-named Plaintiff filed with the local office of defendant his formal written notice of claim and demand for compensation of lost wages and for compensation mandated by Art 19 of the Montreal Convention.

74. That, upon information and believe, said pre-suit demand was ignored by the above-named defendant.

4.2. CLAIM OF OLEXANDER ZUCK:

75. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-75 of preceding sections of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

76. That, at all times material hereto, the above-named Plaintiff entered into contractual relationship with the above-named Defendant for their international air fare transportation on June 9, 2018 from Chicago, Illinois, USA to Kiev, Ukraine via connecting stop at Toronto, Canada; and then on July 19, 2018 traveling back from Kiev, Ukraine to Chicago, Illinois, United States.

77. That true and correct copy of Plaintiff's itineraries appended herewith, marked as Exhibit B, pp. 1-17, incorporated by reference and made a part of this entire Complaint at Law.

78. That this contract for international airfare was formed at plaintiff's place of permanent domicile within the Cook County, State of Illinois, USA.

79. That on or about June 9, 2018 the above-named plaintiff was scheduled to depart on the board of AIR CANADA flight 512 operated by Air Canada Airline from Chicago, Illinois, USA to Toronto, Canada for the subsequent flight 878 to Zurich, Switzerland.

80. That on June 9, 2018 this flight 512 from Chicago to Toronto was delayed on departure for 1.5 hours, causing plaintiffs to miss their connecting flight 878 from Toronto to Zurich, Switzerland and thereafter from Zurich to Kiev on the board of flight 2290 operated by Lufthansa AG.

81. That upon plaintiff's late arrival to Toronto on June 9, 2018 the above-named plaintiff missed his connecting flight to Zurich and was compelled to stay overnight at Toronto, extending his international travel for over seventeen hours.

82. That the above-named Plaintiff was forced to stay overnight at Toronto, and on the following day were re-routed to Kiev, Ukraine.

83. That finally the above-named Plaintiff arrived to Kiev, Ukraine more than 24 hours later and thereafter was compelled to procure additional transportation to his final destination, City of Lviv.

84. That finally the above-named Plaintiff arrived at his final destination City of Lviv being more than 24 hours late of his pre-planned arrival and consequently missed important business meeting which was primary purpose of his international airfare.

85. That, at all times material hereto, while being estranged on June 9, 2018 at O'Hare International Airport for more than 1.5 hours, and later on at Toronto International Airport the above-named Plaintiff was not provided by the above-named Defendant with any meaningful assistance.

86. That, while being estranged at O'Hare International Airport on June 9, 2018 for more than 1.5 hours, the above-named Plaintiff was not provided with any compensation for delay and cancellation of his flight per Art. 19 of the Montreal Convention.

87. That, because of delay of flight No. 512 on June 9, 2018 and subsequent missing of departure of his connecting flight No. 878 from Toronto to Zurich on June 9, 2018 the above-named plaintiff lost unique business opportunity at approximate value of \$20,000.00, which was primary purpose of his international airfare.

88. That, upon information and believe, delay of the above-referenced defendant's flight was not caused by extraordinary circumstances, which could not have been avoided in due exercise of due diligence or another pertinent legal standard of care by the above-named defendant.

89. That, upon information and believe, the above-named defendant did not pursue all meaningful actions required to avoid or mitigate impact of extraordinary circumstances.

90. That, on June 9, 2018 the above-named Plaintiff filed with the local office of defendant his formal written notice of claim and demand for compensation of lost wages and for compensation mandated by Art 19 of the Montreal Convention.

91. That, upon information and believe, said pre-suit demand was ignored by the above-named defendant.

92. That, as a direct and proximate cause of the above-identified willful indifference by the defendant, and delays of the above-identified international airfare flights in excess of 12 to 24 hours the plaintiffs incurred compensable economic damages in the sum to be proven at trial.

93. That as a direct and proximate cause of delayed and or cancelled departures of the above-identified airfare flights, the above-named Plaintiffs were needlessly subjected to similar economic compensable actual, general, special, incidental

and consequential pecuniary damages, including but not limited to travel cancellation expenses, loss of wages, loss of pre-paid vacation time, loss of benefit of their bargain, additional per diem and lodging expenses and other legally cognizable damages.

94. That, at all times material hereto, subsequently upon plaintiff's late arrival to their international destinations the above-named Plaintiffs submitted to local office of the above-named defendant their formal pre-suit notice of claim and demand for tender of compensation mandated by Art. 19 of Montreal Convention.

95. That due to refusal of pre-suit settlement demand by defendant, the above-named plaintiffs are entitled to reasonable attorney's fees pursuant to the Article 22(6) of Montreal Convention.

96. That, upon information and believe, the above-named passengers of the above-referenced delayed and or cancelled international airfare flights submitted to the above-named defendant their formal pre-suit notice of claim and demand for tender of compensation mandated by Art. 19 of Montreal Convention.

97. That such pre-suit claims and demands for settlement were rejected by the defendant.

98. That due to rejection of pre-suit settlement claim by the above-named defendant, the above-named plaintiffs are entitled to reasonable attorneys fees pursuant to Article 22(6) of Montreal Convention,⁶ incorporating so-called "settlement inducement provision" contained in Article 22(4) of Hague Protocol amendments.

⁶ Montreal Convention preserved the so-called "settlement inducement provision" contained in Article 22(4) of the Hague Protocol amendments. To that extent settlement inducement provision" contained in Article 22(4) of the Hague Protocol amendments was codified in the Article 22(6) of the Montreal Convention, which states as follows:

"The limits prescribed in Article 21 and in this Article shall not prevent the court from awarding, in accordance with its own law⁶, in addition, the whole or part of the court costs and of the other

99. That the Hague Protocol as ratified by the U.S. Senate on July 31, 2002 is supreme law of this land, thereby establishing procedure for award of attorney's fees in the matter *sub judice*.⁷

4.3. CLAIM AGAINST AIR CANADA UNDER ART 19 OF THE MONTREAL CONVENTION OF VOLODYMUR BUKOWSKI, LUDMILA BUKOWSKI, INDIVIDUALLY AND ON BEHALF OF MINOR PLAINTIFF ZORINA BUKOWSKI:

100. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-99 of preceding sections of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

101. That, at all times material hereto, the above-named Plaintiffs entered into contractual relationship with the above-named Defendant for their international air fare transportation to be performed on June 18, 2018 from Chicago, Illinois, USA to Kiev, Ukraine via connecting stop at Toronto, Canada; and then on July 19, 2018 traveling back from Kiev, Ukraine to Chicago, Illinois, United States.

102. That true and correct copy of Plaintiff's itineraries appended herewith, marked as Exhibit C, pp. 1-6, incorporated by reference and made a part of this entire Complaint at Law.

103. That this contract for international airfare was formed at plaintiff's place of permanent domicile within the Cook County, State of Illinois, USA.

expenses of the litigation incurred by the plaintiff, including interest. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later."

⁷ <http://www.gpo.gov/fdsys/pkg/CDOC-107tdoc14/html/CDOC-107tdoc14.htm>

104. That on or about June 18, 2018 the above-named plaintiff was scheduled to depart on the board of AIR CANADA flight 512 operated by Air Canada from Chicago, Illinois, USA to Toronto, Canada for the subsequent flight to Kiev, Ukraine.

105. That on June 18, 2018 this flight AC 512 from Chicago to Toronto was delayed on departure for 3.5 hours, causing plaintiffs to miss their connecting flight 878 from Toronto to Kiev.

106. That upon plaintiff's late arrival to Toronto on June 18, 2018 the above-named plaintiffs missed their connecting flight to Kiev and were compelled to stay overnight at Toronto, extending their international travel for over seventeen hours.

107. That the above-named Plaintiffs were forced to stay overnight at Toronto, and on the following day were re-routed to Kiev, Ukraine.

108. That finally the above-named Plaintiff arrived to Kiev, Ukraine more than 24 hours later and thereafter was compelled to procure additional ground transportation for additional expense of \$200 to his final destination, City of Lviv.

109. That finally the above-named Plaintiffs arrived at their final destination City of Lviv being more than 24 hours late of their pre-planned arrival and consequently missed important business meeting, which was primary purpose of his international airfare.

110. That, at all times material hereto, while being estranged on June 18, 2018 at O'Hare International Airport for more than 3.5 hours, and later on at Toronto International Airport, the above-named Plaintiffs were not provided by the above-named Defendant with any meaningful assistance.

111. That, while being estranged at O'Hare International Airport on June 9, 2018 for more than 1.5 hours, the above-named Plaintiffs were not provided with any compensation for delay and cancellation of his flight per Art. 19 of the Montreal Convention.

112. That, because of delay of flight No. 512 on June 18, 2018 and subsequent missing of departure of his connecting flight from Toronto to Kiev on June 19, 2018 the above-named plaintiff was late for a funeral.

113. That, upon information and believe, delay of the above-referenced defendant's flight was not caused by extraordinary circumstances, which could not have been avoided in due exercise of due diligence or another pertinent legal standard of care by the above-named defendant.

114. That, upon information and believe, the above-named defendant did not pursue all meaningful actions required to avoid or mitigate impact of extraordinary circumstances

115. That, on June 19, 2018 the above-named Plaintiffs filed with the local Chicago's office of defendant his formal written notice of claim and demand for compensation of lost wages and for compensation mandated by Art 19 of the Montreal Convention.

116. That, upon information and believe, said pre-suit demand was ignored by the above-named defendant.

117. That, as a direct and proximate cause of the above-identified willful indifference by the defendant, and delays of the above-identified international airfare

flights in excess of 12 to 24 hours the plaintiffs incurred compensable economic damages in the sum to be proven at trial.

118. That as a direct and proximate cause of delayed and or cancelled departures of the above-identified airfare flights, the above-named Plaintiffs were needlessly subjected to similar economic compensable actual, general, special, incidental and consequential pecuniary damages, including but not limited to travel cancellation expenses, loss of wages, loss of pre-paid vacation time, loss of benefit of their bargain, additional per diem and lodging expenses and other legally cognizable damages.

119. That, in addition to the above-identified issue of delayed departure on June 18, 2018 of defendant's flight 512 from Chicago to Toronto, upon plaintiff's arrival to Kiev the above-named defendant did not furnished to the above-named Plaintiffs their luggage entrusted to defendant at O'Hare International Airport.

120. That pursuant to the Article 17.2 of Montreal Convention at that time the above-named Plaintiffs filed timely notice of missing luggage with the above-named defendant.

121. That, said luggage was not timely delivered to the above-named Plaintiffs.

122. That upon information and believe, the above-named passengers of the above-referenced delayed and or cancelled international airfare flights submitted to the above-named defendant their notice of lost baggage which were ignored by the above-named defendant.

4.4. CLAIM UNDER ART. 17 OF THE MONTREAL CONVENTION
AGAINST AIR CANADA OF VOLODYMUR BUKOWSKI,
LUDMILA BUKOWSKI, INDIVIDUALLY AND ON BEHALF OF
MINOR PLAINTIFF ZORINA BUKOWSKI:

123. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-122 of preceding sections of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

124. That, on or about June 18, 2018, being at vicinity of O'Hare International Airport the above-named Plaintiffs entrusted their luggage to custody of the above-named Defendant AIR CANADA.

125. That upon their egregiously late arrival to Kiev the above-named Plaintiffs did not received their luggage from AIR CANADA.

126. That subsequently they have filed missing luggage report with AIR CANADA.

127. That AIR CANADA never delivered said missing luggage to the above-named Plaintiffs.

128. That while their luggage was missing during their family visit at Ukraine, the above-named Plaintiffs were compelled to purchase substitution for their missing toiletries, medications, personal items of clothing and gifts, thereby incurring an additional expenses in the sum of \$2853, or in the sum to be proven at trial.

129. That the above-named Plaintiff timely filed their claim for compensation under Art. 17 and 22(2)(6) of the Montreal Convention with local office of AIR CANADA at Kiev, Ukraine, which was ignored by the above-named defendant.

4.5. CLAIM OF LARISA KRAVCHENKO AIAINST AIR CANADA
UNDER ART. 19 OF THE MONTREAL CONVENTION:

130. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-122 of preceding sections of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

131. That, at all times material hereto, the above-named Plaintiff entered into contractual relationship with the above-named Defendant for their international air fare transportation on July 21, 2018 from Chicago, Illinois, USA to Kiev, Ukraine via connecting stop at Toronto, Canada and then on October 19, 2018 traveling back from Kiev, Ukraine to Chicago, Illinois, United States.

132. That true and correct copy of Plaintiff's itineraries appended herewith, marked as Exhibit D, pp. 1-4, incorporated by reference and made a part of this entire Complaint at Law.

133. That this contract for international airfare was formed at plaintiff's place of permanent domicile within the Cook County, State of Illinois, USA.

134. That on or about July 21, 2018 the above-named plaintiff was scheduled to depart on the board of AIR CANADA flight 512 operated by Air Canada Airline from Chicago, Illinois, USA to Toronto, Canada for the subsequent flight to Kiev, Ukraine.

135. That on July 21, 2018 this flight 512 from Chicago to Toronto was delayed on departure for 3.2 hours, causing plaintiff to miss her connecting flight 242 from Toronto to Kiev.

136. That upon plaintiff's late arrival to Toronto on July 21, 2018 the above-named plaintiff missed his connecting flight AC 242 to Kiev and was compelled to stay overnight at Toronto, extending his international travel for over seventeen hours.

137. That the above-named Plaintiff was forced to stay overnight at Toronto, and on the following day were re-routed to Kiev, Ukraine via connecting Lufthansa flight AC 842 to Frankfurt, Germany.

138. That finally the above-named Plaintiff arrived to Kiev, Ukraine more than 24 hours later of her pre-planned arrival.

139. That finally the above-named Plaintiff arrived at his final destination City of Kiev being more than 24 hours late of his pre-planned arrival and consequently incurred actual compensable economic damages in the sum to be proven at trial.

140. That, at all times material hereto, while being estranged on July 21, 2018 at O'Hare International Airport for more than 3.2 hours, and later on at Toronto International Airport the above-named Plaintiff was not provided by the above-named Defendant with any meaningful help or assistance.

141. That, while being estranged at O'Hare International Airport on July 21, 2018 for more than 3.0 hours, the above-named Plaintiff was not provided with any compensation for delay and cancellation of her flight 512 on July 21, 2018 as required per Art. 19 of the Montreal Convention.

142. That, because of delay of flight No. 512 on July 21, 2018 and subsequent missing of departure of her connecting flight from Toronto to Kiev on July 21, 2018 the above-named Plaintiff was estranged at Toronto International Airport and was compelled to sustain compensable economic out-of-pocket expenses for local Per Diem, foodstuffs, water, medication, local suitable lodging, purchasing of needed items of substituted clothing, purchasing of international telecommunication services; as well as travel cancellation expenses in the sum of \$2897 or in the sum to be proven at trial.

143. That, upon information and believe, the above-named defendant and its servants and agents did not pursue all measures that could reasonably be required to avoid the damage and it was not impossible for it or them to take such measures.

144. That, on July 21, 2018 the above-named Plaintiff filed with the local office of defendant his formal written notice of claim and demand for compensation of lost wages and for compensation mandated by Art 19 of the Montreal Convention.

145. That, upon information and believe, said pre-suit demand was ignored by the above-named defendant.

146. That, as a direct and proximate cause of the above-identified willful indifference by the defendant, and delays of the above-identified international airfare flights in excess of 24 hours the above-named Plaintiff missed family funeral at Kiev and otherwise was compelled to incur compensable economic damages in the sum of \$2897 or in the sum to be proven at trial.

147. That as a direct and proximate cause of delayed and or cancelled departures of the above-identified airfare flights, the above-named Plaintiff missed family funeral and was otherwise compelled and needlessly subjected to economic compensable actual, general, special, incidental and consequential pecuniary damages, including but not limited to actual out-of-pocket expenses for local Per Diem, foodstuffs, purchasing o medication, purchasing of needed items of substituted clothing, purchasing of international telecommunication services; as well as travel cancellation expenses, loss of wages, loss of pre-paid vacation time, loss of benefit of her bargain, additional Per Diem and lodging expenses and other legally cognizable damages in the sum of \$2897 or in the sum to be proven at trial.

148. That due to rejection of pre-suit settlement claim by the above-named defendant, the above-named Plaintiff is entitled to reasonable attorneys fees pursuant to Article 22(6) of Montreal Convention, incorporating so-called “settlement inducement provision” contained in Article 22(4) of Hague Protocol amendments.

149. That the Hague Protocol as ratified by the U.S. Senate on July 31, 2002 is supreme law of this land, thereby establishing procedure for award of attorney’s fees in the matter *sub judice*.

4.6. CLAIM UNDER ART. 19 OF THE MONTREAL CONVENTION AGAINST UKRAINE INTERNATIONAL AIRLINES OF LILLIA KNOBEL AND OKSANA KIT, INDIVIDUALLY AND ON BEHALF OF MINOR CHILD MARIANA KIT:

150. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-149 of preceding sections of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

151. That, at all times material hereto, the above-named Plaintiff entered into contractual relationship with the above-named Defendant for their international air fare transportation on August 1, 2018 from Chicago, Illinois, USA to Kiev, Ukraine via connecting stop at Toronto, Canada; and then on September 1, 2018 traveling back from Kiev, Ukraine to Chicago, Illinois, United States.

152. That true and correct copy of Plaintiff’s itineraries appended herewith, marked as Exhibit A, pp. 1-3, incorporated by reference and made a part of this entire Complaint at Law.

153. That this contract for international airfare was formed at plaintiff’s place of permanent domicile within the Cook County, State of Illinois, USA.

154. That on or about August 1, 2018 the above-named plaintiff was scheduled to depart on the board of AIR CANADA flight 512 operated by Air Canada Airline from Chicago, Illinois, USA to Toronto, Canada for the subsequent flight PS 242 from Toronto to Kiev.

155. That on June 9, 2018 this flight 512 from Chicago to Toronto was delayed on departure for 1.5 hours, causing plaintiffs to miss their connecting flight 878 from Toronto to Zurich, Switzerland and thereafter from Zurich to Kiev on the board of flight 2290 operated by Lufthansa AG.

156. That upon plaintiff's late arrival to Toronto on June 9, 2018 the above-named plaintiff missed his connecting flight to Zurich and was compelled to stay overnight at Toronto, extending his international travel for over seventeen hours.

157. That the above-named Plaintiff was forced to stay overnight at Toronto, and on the following day were re-routed to Kiev, Ukraine.

158. That finally the above-named Plaintiff arrived to Kiev, Ukraine more than 24 hours later and thereafter was compelled to procure additional transportation to his final destination, City of Chertov.

159. That finally the above-named Plaintiff arrived at his final destination City of Chertov being more than 24 hours late of his pre-planned arrival and consequently missed important business meeting which was primary purpose of his international airfare.

160. That, at all times material hereto, while being estranged on August 1, 2018 at O'Hare International Airport for more than 2.5 hours, and later on at Toronto

International Airport the above-named Plaintiff was not provided by the above-named Defendant with any meaningful assistance.

161. That, while being estranged at O'Hare International Airport on August 1, 2018 for more than 2.5 hours, the above-named Plaintiffs were not provided with any compensation for delayed departure of their flight 512 per Art. 19 of the Montreal Convention.

162. That subsequent to their late arrival to Kiev the above-named Plaintiffs lost the benefit of their pre-paid ground transportation tickets from Kiev to place of their final destination City of Chertov, and were compelled to procure new ground transportation tickets for an additional price of \$280.

163. That, because of delayed departure of flight No. 512 on August 1, 2018 and subsequent missing of departure of their connecting flight PS 242 from Toronto to Kiev on August 1, 2018 the above-named plaintiff arrived to their final destination City of Chertov, Ukraine being approximately 35 hours late of their pre-scheduled arrival, subsequently missing important family reunion, which was primary purpose of his international airfare.

164. That, upon information and believe, the above-named defendant and its servants and agents did not pursue all measures that could reasonably be required to avoid the damage.

165. That it was not impossible for the above-name defendant to take such measures.

166. That, upon information and believe, the above-named defendant did not pursue all meaningful actions required to avoid or mitigate impact of extraordinary circumstances

167. That, on August 1, 2018 the above-named Plaintiff filed with the local office of defendant his formal written notice of claim and demand for compensation of lost wages and for compensation mandated by Art 19 of the Montreal Convention.

168. That, upon information and believe, said pre-suit demand was ignored by the above-named defendant.

169. That, as a direct and proximate cause of the above-identified willful indifference by the defendant, and delays of the above-identified international airfare flights in excess of 12 to 24 hours the plaintiffs incurred compensable economic damages in the sum to be proven at trial.

170. That as a direct and proximate cause of delayed and or cancelled departures of the above-identified airfare flights, the above-named Plaintiffs were needlessly subjected to similar economic compensable actual, general, special, incidental and consequential pecuniary damages, including but not limited to travel cancellation expenses, loss of wages, loss of pre-paid vacation time, loss of benefit of their bargain, additional per diem and lodging expenses and other legally cognizable damages.

171. That, at all times material hereto, subsequently upon plaintiff's late arrival to their international destinations the above-named Plaintiffs submitted to local office of the above-named defendant their formal pre-suit notice of claim and demand for tender of compensation mandated by Art. 19 of Montreal Convention.

172. That due to refusal of pre-suit settlement demand by defendant, the above-named plaintiffs are entitled to reasonable attorneys fees pursuant to the Article 22(6) of Montreal Convention.

173. That, upon information and believe, the above-named passengers of the above-referenced delayed and or cancelled international airfare flights submitted to the above-named defendant their formal pre-suit notice of claim and demand for tender of compensation mandated by Art. 19 of Montreal Convention.

174. That such pre-suit claims and demands for settlement were rejected by the defendant.

175. That due to rejection of pre-suit settlement claim by the above-named defendant, the above-named plaintiffs are entitled to reasonable attorneys fees pursuant to Article 22(6) of Montreal Convention,⁸ incorporating so-called “settlement inducement provision” contained in Article 22(4) of Hague Protocol amendments.

176. That the Hague Protocol as ratified by the U.S. Senate on July 31, 2002 is supreme law of this land, thereby establishing procedure for award of attorney’s fees in the matter *sub judice*.⁹

4.7. CLAIM UNDER ART. 17 OF THE MONTREAL CONVENTION
AGAINST UKRAINE INTERNATIONAL AIRLINES OF LILLIA

⁸ Montreal Convention preserved the so-called “settlement inducement provision” contained in Article 22(4) of the Hague Protocol amendments. To that extent settlement inducement provision” contained in Article 22(4) of the Hague Protocol amendments was codified in the Article 22(6) of the Montreal Convention, which states as follows:

“The limits prescribed in Article 21 and in this Article shall not prevent the court from awarding, in accordance with its own law ⁸, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred by the plaintiff, including interest. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.”

⁹ <http://www.gpo.gov/fdsys/pkg/CDOC-107tdoc14/html/CDOC-107tdoc14.htm>

KNOBEL AND OKSANA KIT, INDIVIDUALLY AND ON BEHALF
OF MINOR CHILD MARIANA KIT

177. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-176 of preceding sections of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

178. That, on or about August 1, 2018, being at vicinity of O'Hare International Airport the above-named Plaintiffs entrusted their luggage to custody of the above-named Defendant AIR CANADA.

179. That upon their egregiously late arrival to Kiev the above-named Plaintiffs did not received their luggage from AIR CANADA.

180. That subsequently they have filed missing luggage report with AIR CANADA.

181. That AIR CANADA delivered said missing luggage after seven days to regional city of plaintiff's domicile within rural area at City of Chertov, Ukraine.

182. That subsequently the above-named plaintiffs were compel to travel at their own expense of \$250 from their place of temporary residence to such regional center to retrieve their luggage.

183. That while their luggage was missing for 8 days, the above-named Plaintiffs were compelled to purchase substitution for their missing toiletries, medications, personal items of clothing and gifts, thereby incurring an additional expenses in the sum of \$1598, or in the sum to be proven at trial.

184. That the above-named Plaintiff timely filed their claim for compensation under Art. 17 and 22(2)(6) of the Montreal Convention with local office of AIR CANADA at Kiev, Ukraine, which was ignored by the above-named defendant.

V. CLASS ACTION ALLEGATIONS:

185. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-184 of preceding sections of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

186. That the above-named Plaintiffs are bringing this action on their own behalf and on behalf of a class of all other passengers similarly situated (the “Class”), pursuant to Rule 23 of the Federal Rules of Civil Procedure to recover compensation required to be paid under Art 19 of the Montreal Convention.

187. That this action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of the Federal Rules of Civil Procedure Rule 23(a) and (b).

188. That the Plaintiffs seek certification of the following class:

(1) All persons residing in the United States who meet the following requirements:

- (1) Such person had a confirmed reservation on flight No. 512 operated by Air Canada on June 9, 2018 from Chicago to Toronto, Canada;
- (2) Such person had a confirmed reservation on flight No. 512 operated as operated by Air Canada on June 9, 2018 from Chicago to Toronto;
- (3) Such flight was delayed or cancelled for a reason other than extraordinary circumstances;
- (4) Such person was not informed adequately informed by Air Canada of the delay or cancellation less than seven days before the scheduled time of departure and was not offered meaningful re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival;

- (5) Such person affected by said delay or cancellation for at least three hours; and
- (2) All persons residing in the United States who meet the following requirements:
 - (1) Such person had a confirmed reservation on flight No. 512 operated by Air Canada on June 18, 2018 from Chicago to Toronto, Canada;
 - (2) Such person had a confirmed reservation on flight No. 512 operated as operated by Air Canada on June 18, 2018 from Chicago to Toronto;
 - (3) Such flight was delayed or cancelled for a reason other than extraordinary circumstances;
 - (4) Such person was not informed adequately informed by Air Canada of the delay or cancellation less than seven days before the scheduled time of departure and was not offered meaningful re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival;
 - (5) Such person affected by said delay or cancellation for at least three hours; and
 - (3) All persons residing in the United States who meet the following requirements:
 - (1) Such person had a confirmed reservation on flight No. 512 operated by Air Canada on June 18, 2018 from Chicago to Toronto, Canada;
 - (2) Such person had a confirmed reservation on flight No. 512 operated as operated by Air Canada on June 18, 2018 from Chicago to Toronto;
 - (3) Such flight was delayed or cancelled for a reason other than extraordinary circumstances;
 - (4) Such person was not informed adequately informed by Air Canada of the delay or cancellation less than seven days before the scheduled time of departure and was not offered meaningful re-routing, allowing them to depart no more than

one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival;

- (5) Such person affected by said delay or cancellation for at least three hours; and
 - (6) Such person has not received an advance notice of cancellation of Air Canada flight No. 512 as scheduled to depart from Chicago to Toronto, Canada on June 18, 2018.
 - (7) Such person has not received an advance notice of cancellation of Air Canada flight No. 512 as scheduled to depart from Chicago to Toronto on June 18, 2018.
 - (8) Such person has not received an advance notice of cancellation of Air Canada flight No. 512 as scheduled to depart from Chicago to Toronto on June 18, 2018.
 - (9) Such person was not adequately informed by Frontier Airlines of the delay or cancellation less than seven days before the scheduled time of departure and was not offered meaningful re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival;
 - (10) Such person affected by said delay or cancellation for at least three hours.
 - (11) Such person has not received an advance notice of
- (4) All persons residing in the United States who meet the following requirements:
- (1) Such person had a confirmed reservation on flight No. 512 operated by Air Canada on July 21, 2018 from Chicago to Toronto, Canada;
 - (2) Such person had a confirmed reservation on flight No. 512 operated as operated by Air Canada on July 21, 2018 from Chicago to Toronto;
 - (3) Such flight was delayed or cancelled for a reason other than extraordinary circumstances;

- (4) Such person was not adequately informed by Air Canada of the delay or cancellation less than seven days before the scheduled time of departure and was not offered meaningful re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival;
- (5) Such person affected by said delay or cancellation for at least three hours; and

(5) All persons residing in the United States who meet the following requirements:

- (1) Such person had a confirmed reservation on flight No. 512 operated by Air Canada on July 21, 2018 from Chicago to Toronto, Canada;
- (2) Such person had a confirmed reservation on flight No. 512 operated as operated by Air Canada on July 21, 2018 from Chicago to Toronto;
- (3) Such flight was delayed or cancelled for a reason other than extraordinary circumstances;
- (4) Such person was not adequately informed by Air Canada of the delay or cancellation less than seven days before the scheduled time of departure and was not offered meaningful re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival;
- (5) Such person affected by said delay or cancellation for at least three hours; and

(6) All persons residing in the United States who meet the following requirements:

- (1) Such person had a confirmed reservation on flight No. 512 operated by Air Canada on August 1, 2018 from Chicago to Toronto, Canada;
- (2) Such person had a confirmed reservation on flight No. 512 operated as operated by Chicago on August 1, 2018 from Chicago to Toronto;

- (3) Such flight was delayed or cancelled for a reason other than extraordinary circumstances;
 - (4) Such person was not informed adequately informed by Air Canada of the delay or cancellation less than seven days before the scheduled time of departure and was not offered meaningful re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival;
 - (5) Such person affected by said delay or cancellation for at least three hours; and
- (7) All persons residing in the United States who meet the following requirements:
- (1) Such person had a confirmed reservation on flight No. PS 241 operated by Ukraine International Airlines on September 5, 2018 from Kiev to Toronto, Canada;
 - (2) Such person had a confirmed reservation on flight No. PS 241 operated as operated by Ukraine International Airlines on September 2, 2018 from Kiev to Toronto;
 - (3) Such flight was delayed or cancelled for a reason other than extraordinary circumstances;
 - (4) Such person was not informed adequately informed by Air Canada of the delay or cancellation less than seven days before the scheduled time of departure and was not offered meaningful re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival;
 - (5) Such person affected by said delay or cancellation for at least three hours.

189. That excluded from the above-identified Classes are:

- (1) Defendant and any entities in which Defendant has a controlling interest;
- (2) Any entities in which Defendant's officers, directors, or employees are employed and any of the legal representatives, heirs, successors or assigns of Defendant;
- (3) The Judge to whom this case is assigned and any member of the Judge's immediate family and any other judicial officer assigned to this case;
- (4) All persons or entities that properly execute and timely file a request for exclusion from the Class;
- (5) Any attorneys representing the Plaintiff or the Class; and
- (6) All governmental entities.

190. That the Plaintiff reserves the right to modify or amend the definition of all Classes before the Court determines whether certification is appropriate.

191. That the Class and or both Classes are numerously comprised of over 100 people and most likely over ten thousand people who were passengers on flights operated by Air Canada, the joinder of which in one action would be impracticable.

192. That the exact number or identification of the Class members is presently unknown, but identity of the Class members is ascertainable.

193. That in addition to manifests, databases and rolls maintained by defendant and its agents, the Class members may be located and informed of the pendency of this action by a combination of electronic bulletins, e-mail, direct mail and public notice, or other means.

194. That the disposition of the claims of the proposed class members through this class action will benefit both the parties and the Court.

195. That common questions of law and fact predominate over individual issues.

196. That there is a well-defined community of interest in the questions of law and fact involved affecting members of the Class.

197. That the questions of law and fact common to the Class predominate over questions affecting only individual Class members, and include, but are not limited to, the following:

- a) Whether AIR CANADA is required to pay compensation to the members of both Classes pursuant to art 19 of the Montreal Convention;
- b) Whether AIR CANADA is continually engaged in sabotaging of remedies available to members of both Classes in accordance with Art. 19 of the Montreal Convention;
- c) Whether the “extraordinary circumstances” exception only applies in certain circumstances where the airline can prove that the cancellation or delay was caused by (i) political instability, (ii) meteorological conditions incompatible with the operation of the flight concerned, (ii) security risks, (iii) technical or mechanical problems where it was “revealed by the manufacturer of the aircraft compromising the fleet of the air carrier concerned, or by competent authority, that those aircraft, although already in service, are affected by a hidden manufacturing defect which impinges on the flight safety” or where there was “damage to aircraft caused by acts of sabotage” or (v) strikes that affect the operation of an operating aircraft;
- d) Whether AIR CANADA failed to compensate members of both Classes by erroneously raising defenses of extraordinary circumstances”;
- e) Whether defense of extraordinary circumstances is a valid defense in an action for breach of contract of voluntary undertaking;
- f) Whether AIR CANADA failed to compensate the Class Members in the amounts specified in Art. 19 and 22 of Montreal Convention.

198. That the above-named Plaintiffs are asserting various claims that are typical of all Classes, having all been entitled to receive financial compensation pursuant

to the Art 19 of Montreal Convention and having not received such compensation.

199. That the above-named Plaintiffs and the Classes members have similarly suffered harm arising from defendant's failure to pay compensation as alleged in this Complaint.

200. That the above-named Plaintiffs are adequate representatives of the Classes because they fit within the class definition and their interests do not conflict with the interests of the members of the Classes they seek to represent.

201. That the Plaintiffs will prosecute this action vigorously for the benefit of the above-plead proposed Classes.

202. That the above-named Plaintiffs are represented by experienced and able attorneys from law firm, which will serve as class counsel.

203. That the undersigned Classes counsel has litigated several class actions, and Plaintiffs' counsel intends to prosecute this action vigorously for the benefit of all Classes.

204. That the Plaintiffs and class counsel can and will fairly and adequately protect the interests of all of the members of the Class.

205. That a class action is the best available method for the efficient adjudication of this litigation because individual litigation of Class members' claims would be impracticable and individual litigation would be unduly burdensome to the courts.

206. That due to the size of each individual Class member's claims, it would not be practicable for Class members to individually seek legal redress for the wrongs identified in this Complaint.

207. That without the class action vehicle, the Classes would have no reasonable remedy and would continue to suffer losses, as Air Canada continues to fail to compensate passengers as required under Art. 19, 22 of Montreal Convention.

208. That further, individual litigation has the potential to result in inconsistent or contradictory judgments.

209. That a class action in this case presents fewer management problems and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

VI. CLASS AND INDIVIDUAL CLAIMS:

CLASS ACTION AND INDIVIDUAL CLAIM COUNT I:

Cause of Action for Damages Caused by Delay or Cancellation of International Airfare Pursuant to Article 19 of the Montreal Convention

As a separate cause of action against the above-named Defendant, AIR CANADA, jointly and severally, the above-named Plaintiffs, VASYL RUSAK, OLEXANDER ZUCK, LARISSA KRAVCHENKO, VOLODUMUR BUKOWSKI, LUDMILA BUKOWSKI, MARIANA BUKOWSKI, LILIIA KNOBEL, OKSANA KIT and MARIANA KIT, individually, on their own behalf are alleging as follows:

210. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-209 of preceding sections of this entire Class Action Complaint at Law as set forth fully herein and incorporates them by reference:

211. That the above-named Plaintiffs on behalf of all other class members similarly situated of proposed Classes of all air flights plead herein as operated at all times material hereto by Air Canada from Chicago, Illinois to Toronto, Canada, which were delayed and canceled, causing the above-named Plaintiffs to incur compensable

damages are seeking, among other relief, to recover actual, general and special damages in aggregate sum of \$6,897.82 per class member from the above-named defendant for damages caused by delay or cancellation of international airfare pursuant Art. 19 of Montreal Convention.

212. That at all times material hereto the above-named Plaintiffs purchased airfare transportation to be performed by Air Canada at all times material hereto from Chicago to Canada on the board of various flights operated by Air Canada.

213. That at all times material hereto the above-named Plaintiffs were scheduled to depart from Chicago to Canada on the boards of various flights operated by Air Canada.

214. That all the above-referenced flights at issue were either delayed on departure or cancelled.

215. That upon such delayed departures or cancellations of their multiple flights, the above-named Plaintiffs were ordered by AIR CANADA to stay overnight at Toronto International Airport without any meaningful help from the above-named defendant.

216. That at all times material hereto due to delayed departures and or cancellations of departing flights operated by AIR CANADA from Chicago to Kiev the above-named Plaintiffs missed their connecting flights from Toronto to Kiev.

217. That at all times material hereto the above-named defendant AIR CANADA and its servants and agents did not pursue all measures that could reasonably be required to avoid the damages caused by AIR CANADA to its passengers.

218. That it was not impossible on behalf of the above-named defendant AIR CANADA to take such measures.

219. That, upon information and believe, such delayed departures and cancellations of defendant's flights from Chicago to Toronto were caused by negligent maintenance of an aircraft, and was not caused by extraordinary circumstances, which could not have been avoided even if all reasonable measures had been taken.

220. That while being estranged at O'Hare and Toronto International Airports the above-named Plaintiffs were not provided with any meaningful care by Air Canada.

221. That while being estranged at O'Hare and Toronto International Airports all the above-named Plaintiffs experienced willful indifference on the part of employees of the above-named defendant, who were not willing to provide any care for estranged passengers and who were not advising its passengers as to cause, nature, extent, duration of delay of departing and cancellation of flights operated by Air Canada.

222. That due to cancellation of departing flights the above-named Plaintiffs were subjected to severe physical inconvenience resulting in financial injury at the sum to be determined at trial.

223. That due to delayed departures and cancellations of defendant's departing flights and subsequent to thier late arrival to Canada at all times material hereto the above-named Plaintiffs incurred similar actual economic damages in the sum to be proven at trial.

224. That the above-identified circumstances of delay or cancellation of plaintiff's international airfare transportation flights from Chicago to Toronto is actionable pursuant to Article 19 of the Montreal Convention.

225. That, as a direct and proximate cause of the above-identified willful indifference by the above-named defendant, and delay of international airfare in excess of 24 hours the above-named Plaintiffs missed one day of their employment, thereby incurring actual economic pecuniary damages in the sum to be proven at trial.

226. That as a direct and proximate cause of delayed departures and cancellations of multiple departing flights from Chicago to Toronto the above named Plaintiffs were subjected to substantially similar compensable economic damages, including but not limited to loss of wages, additional transportation expenses incurred at the port of arrival, loss of benefit of their bargain, additional per diem and out-of-pocket expenses for local foodstuffs / refreshment expenses, medicine procurement expenses, as well as other legally cognizable economic damages, losses and injuries.

227. That under the Article 36 of the Montreal Convention, AIR CANADA is liable for damages caused by delay of international airfare carriage of its passengers.

228. That the Contract of International Airfare Carriage and Tariff¹⁰ filed by AIR CANADA incorporates liability pursuant to Art 19 of the Montreal Convention under the paragraph 105(C) of “Limitation of Liability”.

229. That furthermore pursuant to par 105(C) titled ‘Additional Liability Limitations,’ the above-named defendant voluntarily assumed the above-cited self-imposed contractual liability.

230. That as a direct and proximate cause of delayed departures and cancelations of defendant’s flights at issue from Chicago to Toronto the above-named Plaintiffs were subjected to additional lodging and per diem expenses, spoliation of their

¹⁰https://www.aircanada.com/content/dam/aircanada/portal/documents/PDF/en/International_Tariff_en.pdf

memorable trip, inconvenience, financial injury, physical discomfort, loss of time, loss of use of their monies, and was subjected to various economic actual, general, special, incidental and consequential damages in the sum to be ascertained at trial.

231. That, upon information and believe at all times material hereto all the above-named Plaintiffs duly served upon the above-named Defendant, AIR CANADA, with their notices of claims in accordance with Article 22(6) of the Montreal Convention for damages caused by defendant's breach of international airfare transportation agreement and delays in international transportation of its passengers in violation of the Montreal Convention.

232. That said demands were unambiguously and willfully rejected by the above-named defendant prior to filing of this action.

233. That due to defendant's willful rejection of pre-suit settlement claims on the part of all the above-named defendants, the above-named Plaintiffs are entitled to reasonable attorneys fees pursuant to the Article 22(6) of the Montreal Convention.

234. That the above-named Plaintiffs are also entitle to award of their attorneys fees pursuant the Art XI(4) of the Hague Protocol amendments as incorporated by Article 22(6) of Montreal Convention as ratified by the US Senate on July 31, 2002.

WHEREFORE, the above-named Plaintiffs on behalf of entire class of passengers of all pertinent the above-plead Classes are hereby respectfully requesting this Court to award them amount of compensable economic actual and general damages in the sum of 4694 SDR or \$6,475.51; or in the sum to be proven at trial; and additional amounts in the sum to be proven at trial; as well as an amount of special, incidental and consequential damages in the additional sum to be determined at trial; and reasonable

amount of attorney's fees; as well as costs and disbursements of this action; and such other and further relief as the Court deems just and proper.

CLASS ACTION COUNT II:
Cause of Action for Damages Caused by Delay or Cancellation of International Airfare
Pursuant to Article 19 of the Montreal Convention

As a separate cause of action against the above-named Defendant, UKRAINE INTERNATIONAL AIRLINES, jointly and severally, the above-named Plaintiffs, LILIIA KNOBEL and OKSANA KIT, individually and on behalf of her minor child MARIANA KIT; individually, on their own behalf and on behalf of all passengers members of proposed class of passengers of flight PS 412 on September 5, 2018 are alleging as follows:

235. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-234 of preceding sections of this entire Class Action Complaint at Law as set forth fully herein and incorporates them by reference:

236. That at all times material hereto the above-named Plaintiffs purchased a international air fare at the cost of \$2,879.56 per three passengers for international travel from Chicago to Kiev via connecting stop at Toronto, Canada to be performed on August 1, 2018 and then returning back to Chicago on September 5, 2018.

237. That the United States, Canada and Ukraine are signatories to the Montreal Convention.¹¹

238. That by procuring this international airfare from the place of their residence at Cook County Illinois the above-named Plaintiffs entered into binding legal contract with all the above-named defendant for international transportation by air on

¹¹ <http://legacy.icao.int/icao/en/leb/mtl99.pdf>

August 1, 2018 from the place of their domicile at Chicago, Illinois to Kiev, Ukraine, and then on September 5, 2018 flying back from Kiev to Chicago, Illinois, USA via connecting stop at Toronto, Canada.

239. That true and correct copy of plaintiff's travel –related documents are appended herewith marked as Exhibit A: Travel Itineraries Booking Confirmation No. 0000257370, pp. 1-2, incorporated by reference and made a part of this entire complaint-at-law.

240. That on September 5, 2018 the above-named Plaintiffs were scheduled to depart from Kiev to Chicago via connecting stop at Toronto on the board of flight PS 241 operated by Ukraine International Airlines.

241. That at all times material hereto the flight was delayed on departure from Kiev to Toronto for excess of 8 hours.

242. That such delayed departure of flight PS 241 caused the above-named Plaintiffs missing of their connecting flight from Toronto to Chicago.

243. That subsequent to plaintiff's late arrival to Toronto the above-named plaintiffs were compelled by Ukraine International Airlines to spend entire night on the floors of Toronto International Airport without any help from the above-named defendant.

244. That on the following date the above-named plaintiff's arrived to Chicago more than 24 hours late of their pre-planned arrival, causing the above-named plaintiffs, OKSANA KIT and LILLIA KNOBEL to miss one day of their employment and further causing loss of wages in the sum to be proven at trial.

245. That finally the above-named Plaintiffs were able to depart from Kiev to Chicago during the following day of September 6, 2018.

246. That, upon information and believe, economic consequences of delayed departure of defendant's flight PS 241 as operated by Ukraine International Airlines from Kiev to Chicago on September 5, 2018 in excess of 8 hours were not mitigated by the above-named defendant.

247. That while being estranged at Kiev International Airport for excess of eight (8) the above-named Plaintiffs were not provided with any meaningful care by the above-named defendant.

248. That, upon information and believe, such delay on departure and subsequent cancellation of defendant's departing flights at all times material hereto was caused by negligent maintenance of an aircraft, and was not caused by extraordinary circumstances, which could not have been avoided even if all reasonable measures had been taken.

249. That while being estranged at Kiev International Airport the above-named Plaintiff, MARIANA ZUBKO (a child of five years old) was not provided with any meaningful care by the above-named defendant and subsequently developed severe skin irritation.

250. That, while being estranged at Kiev International Airport on September 5, 2018 the above-named Plaintiffs experienced willful indifference on the part of employees of the above-named defendant, who were not willing to provide any meaningful care for estranged passengers and who were not advising its passengers as to

cause, nature, extent, duration of delay of departure and subsequent cancellation of defendant's departing flights at all times material hereto.

251. That due to delayed departure of flight PS 241 on September 5, 2018 the above-named Plaintiffs were subjected to severe physical inconvenience with nexus to compensable economic financial injury at the sum to be determined at trial.

252. That the above-identified circumstances of delayed departure of defendant's flight PS 241 on September 5, 2018 is actionable pursuant to Article 19 of the Montreal Convention for the Unification of Certain Rules for International Carriage by Air, May 28, 1999 (entered into force on Nov. 4, 2003) (Montreal Convention), *reprinted in S. Treaty Doc. No. 106-45; 49 U.S.C.A.App. § 1502 (49 USCA § 40105, et. seq.)*.

253. That as a direct and proximate cause of said delayed departure of defendant's flight PS 241, and while being confined within Kiev's and later on Toronto's International Airports, the above-named plaintiffs incurred compensable economic actual out-of-pocket expenses for procurement of food, refreshments and medications and international telecommunication services in the sum of \$1786 or in the sum to be proven at trial.

254. That, as a direct and proximate cause of the above-identified willful indifference by the above-named defendant, and delay of international airfare in excess of 24 hours the above-named Plaintiffs, OKSANA KIT and LILLIA KNOBEL, missed one day of their employment, thereby incurring compensable economic actual pecuniary damages in the sum to be proven at trial.

255. That as a direct and proximate cause of delayed departure of defendant's departing flight PS 241 on September 5, 2018 the above-named Plaintiffs were needlessly subjected to compensable economic actual, general, special, incidental and consequential pecuniary damages, including but not limited to loss of vacation time; out-of-pockets expenses for purchases of local foodstuffs, water, medication, telecommunication services wages, additional transportation expenses incurred at the port of departure and port of arrival, loss of benefit of their bargain, additional per diem and local foodstuffs / refreshment expenses, medicine procurement expenses, as well as another legally cognizable economic damages, losses and injuries.

256. That under the Article 19 and 36 of the Montreal Convention, the above-identified common carrier Ukraine International Airlines is liable for damages caused by delay or cancellation of international airfare carriage of passengers.

257. That as a direct and proximate cause of delayed departure of defendant's departing international flight PS 241 on September 5, 2018, the above-named Plaintiffs were subjected to additional lodging and per diem expenses, loss of pre-paid vacation time and other cognizable economic damages in the sum to be ascertained at trial.

258. That, thereafter the above-named defendant, Ukraine International Airlines was duly served with plaintiff's notices of claims against them, in accordance with Article 22(6) of the Montreal Convention for damages caused by their breach of transportation agreement and delay in international transportation in violation of the Montreal Convention.

259. That upon information and believe, said demand was rejected or not meaningfully considered by the above-named defendant.

260. That due to defendant's failure to answer pre-suit settlement claims on the part of all the above-named defendants, the above-named Plaintiffs are entitled to reasonable attorneys fees pursuant to the Article 22(6) of the Montreal Convention.

261. That the above-named Plaintiffs are also entitle to award of their attorneys fees pursuant the Art XI(4) of the Hague Protocol amendments as incorporated by Article 22(6) of Montreal Convention as ratified by the U.S. Senate on July 31, 2002.

WHEREFORE, both the above-named Plaintiffs individually and behalf of proposed Class of aggrieved passengers of flight PS 241 on September 1, 2018 are hereby respectfully pray that this Honorable Court shall award them an amount of compensable economic actual and general damages in the sum of 4694 SDR or \$6,475.51 per passenger in aggregated sum of \$12,951.82; or in the sum to be proven at trial due to the above-named plaintiffs from the above-named defendant Ukraine International Airport, jointly and severally; and additional economic amounts in the sum to be proven at trial; as well as an amount of special, incidental and consequential damages in the additional sum to be determined at trial; and reasonable amount of attorney's fees; as well as costs and disbursements of this action; and such other and further relief as the Court may deems just and proper.

COUNT III

Cause of Action for Loss and Delay of Checked-in Baggage Pursuant to Articles 17 and 22(2) of the Montreal Convention

As a separate cause of action against the above-named Defendant, AIR CANADA, the above-named Plaintiffs, LILIA KNOBEL and OKSANA KIT, individually and on behalf of her five years old child MARIANA KIT are alleging as follows:

262. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-261 of preceding sections of this entire Class Action Complaint at Law as set forth fully herein and incorporates them by reference:

263. That, on August 1, 2018, while at vicinity of O'Hare International Airport and while registering for departing flight AC 512 operated by AIR CANADA from Chicago to Toronto the above-named Plaintiffs entrusted their baggage into the custody and control of the above-named defendant, AIR CANADA.

264. That the Article 17(2) of the Montreal Convention, provides in pertinent part that:

"The carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents."

265. That the above-identified plaintiff's personal belongings and luggage was not delivered to them upon their final arrival at Kiev International Airport

266. That only after seven (7) days upon their arrival at Kiev International Airport, the above-named Plaintiffs finally received their luggage in partially damaged conditions.

267. That at that time the above-named Plaintiffs were forced by defendant's local personnel to pay additional \$250 for delivery of their baggage to a town of their temporary residence at Ukraine.

268. That the Plaintiffs were compelled to travel at additional expense of \$135 from their home to said town to receive their luggage.

269. That as a direct and proximate cause of the above-identified delay in delivery of their checked-in luggage the above-named Plaintiffs were forced to procure substitute items of needed clothing, items of personal hygiene, gifts and etc.

270. That as a direct and proximate cause of the above-identified delay in delivery of their checked-in luggage the Plaintiffs were needlessly subjected to additional actual, general, special, incidental and consequential damages in the sum to be proven at trial.

271. That subsequent to late receipt of their substantially delayed luggage, the above-named Plaintiffs timely lodged their request for compensation upon defendant's local office, but said demand was ignored by the above-named defendant.

WHEREFORE, both the above-named Plaintiff hereby pray that this Court shall award the amount of statutory damages against the above-named defendant, AIR CANADA, jointly and severally, in the sum 1131 SDR or \$1860.00 per passenger in aggregated sum of \$3,721.48 pursuant to Article 22(2) of the Montreal Convention; and costs and disbursements of this action; and such other and further relief as the Court may deem just and proper.

COUNT IV
Cause of Action for Loss and Delay of Checked-in Baggage
Pursuant to Article 17 and 22(2) of the Montreal Convention

As a separate cause of action against the above-named Defendant, AIR CANADA, the above-named Plaintiffs, VOLODUMYR BUKOWSKI, LUDMILA BUKOWSKI, individually and on behalf of their minor child ZORINA BUKOWSKI are alleging as follows:

272. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-265 of preceding sections of this entire Class Action Complaint at Law as set forth fully herein and incorporates them by reference:

273. That, on June 18, 2018, while at vicinity of O'Hare International Airport and while registering for departing flight 512 operated by AIR CANADA from Chicago to Toronto the above-named Plaintiffs entrusted their baggage into the custody and control of the above-named defendant, AIR CANADA.

274. That the Article 17(2) of the Montreal Convention, provides in pertinent part that:

"The carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents."

275. That the above-identified plaintiff's personal belongings and luggage was not delivered to them upon their final arrival at Kiev International Airport.

276. That only after four (4) days upon their arrival at Kiev International Airport, the above-named Plaintiffs finally received their luggage in partially damaged conditions.

277. That at that time the above-named Plaintiffs were forced by defendant's local personnel to pay additional \$150 for delivery of their baggage to their hotel.

278. That as a direct and proximate cause of the above-identified delay in delivery of their checked-in luggage the above-named Plaintiffs were forced to procure substitute items of needed clothing, items of personal hygiene, gifts and etc.

279. That as a direct and proximate cause of the above-identified delay in delivery of their checked-in luggage the Plaintiffs were needlessly subjected to additional actual, general, special, incidental and consequential damages in the sum to be proven at trial.

280. That subsequent to late receipt of their substantially delayed luggage, the above-named Plaintiffs timely lodged their request for compensation upon defendant's local office, but said demand was ignored by the above-named defendant.

WHEREFORE, all the above-named Plaintiffs respectfully requesting this Court to award the amount of statutory damages against the above-named defendant, jointly and severally, in the sum 1131 SDR or \$1860.00 per passenger in aggregated sum of \$3,721.48 pursuant to Article 22(2) of the Montreal Convention; and costs and disbursements of this action; and such other and further relief as the Court may deem just and proper.

XX. INDIVIDUAL CLAIMS RELIEF

WHEREFORE, the above-named Plaintiffs, individually on their own behalf are hereby respectfully requesting this Honorable Court to award them with final order of

judgment in the sum of \$6,475.51 per plaintiff passenger against the above-named Defendant for all the above-stated causes of action as follows:

A. The amount of compensatory economic actual and general damages in the sum of 4604 SDR (Special Drawing Rights), or in the sum of \$6,475.51 per individual passenger, or in the sum to be proven at trial; and

B. The amount of compensatory economic special, incidental, consequential and inconvenience damages or in the sum to be proven at trial; and

C. Pursuant to the Rule 54(d)(2) of Federal Rules of Civil Procedure, an award of reasonable amount of attorney's fees in accordance with "settlement inducement provision" contained in Article 22(4) of the Hague Protocol amendments as incorporated by Article 22(6) of Montreal Convention for defendant's rejection of written notice of claim and to pre-suit settlement demand; and

D. Pursuant to the Rule 54(d)(2) of Federal Rules of Civil Procedure, an award of attorney's fees costs and disbursements of this action; and

E. Plaintiffs are also moving this Court for scheduling of evidentiary hearing on the issue of award of attorney's fees and costs upon entry of order of judgment pursuant to Rule 54 (d)(1) and (2) of Federal Rules of Civil Procedure; and

F. Such other and further relief as the Court deems just and proper.

XXI. CLASS ACTION RELIEF:

G. That the above-named Plaintiffs are repeating, re-alleging, and adopting §§ 1-273 of preceding sections of this entire Class Action Complaint at Law, as set forth fully herein and incorporates them by reference:

H. That the Court determines that this action may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure; that the Plaintiffs are proper class representative; and that the best practicable notice of this action be given to members of the Class represented by the Plaintiffs;

I. That the judgment be entered against AIR CANADA and in favor of Plaintiffs and the Class on the Cause of Action in this Complaint, in an amount of compensable economic damages in the sum of \$6,487.80 per member of the above-asserted Class; or in the sum to be determined at trial;

J. That judgment be entered imposing interest on damages, litigation costs, and attorneys' fees against AIR CANADA; and

K. For all other and further relief as this Court may deem necessary and appropriate.

PLEASE TAKE NOTICE that the above-named Plaintiffs, on their own behalf and on behalf of all Class Members are hereby respectfully requesting the trial by jury on all counts asserted herein.

PLEASE TAKE FURTHER NOTICE that the undersigned counsel of record as member of bar of the United States District Court for Northern District of Illinois is hereby designated as lead trial counsel in the above-captioned matter.

Dated this Class Action Complaint at Law on this 17th day of December 2018.

Respectfully submitted by
GOROKHOVSKY LAW OFFICE, L.L.C.
Attorneys for Plaintiffs

BY: Vladimir M. Gorokhovsky, Esq.
/S/ VLADIMIR M. GOROKHOVSKY, LL.M.
ILND TR. 10994

P.O. Business Address:

Gorokhovsky Law Office, LLC
10919 North Hedgewood Ln.,
Mequon, WI 53092
Telephone: (414)-581-1582
gorlawoffice@yahoo.com

CERTIFICATE OF SERVICE:

I hereby certify that on December 20, 2018, I caused a copy of the foregoing to be electronically filed with the Clerk of Court using CM/ECF, which will send electronic notification to the parties and registered attorneys of record that the document has been filed and is available for viewing and downloading.

BY: **Vladimir Gorokhovsky, Esq.**

/s/ VLADIMIR GOROKHOVSKY

Exhibit A: Travel Itineraries of Vasyl Russak

VASIL <vasylrus@yahoo.com>

To: gorlawoffice@yahoo.com

Jun 10 at 5:08 PM

This message contains blocked images.

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[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Saturday, June 9, 2018, 00:04, Air Canada
<communications@emails.aircanada.com> wrote:

Save time at the airport

Can't see this email? [Please view it online](#)

IMPORTANT NOTICE

The Government of Canada has introduced a **new entry requirement** for those travelling to or through Canada who are not Canadian or American citizens, or permanent residents of Canada. You may require an Electronic Travel Authorization (eTA). For more information, consult <http://canada.ca/eta> to determine if this requirement applies to you.

GET YOUR BOARDING PASS IN ADVANCE.

Check in for your flight now and receive a boarding pass allowing you to avoid line-ups and save time at the airport.

Please note: If you have made changes or cancelled your booking in the last 24 hours, the flight details below may not be up to date.

Booking Reference:	PIHDC5
Departure:	Saturday, June 9, 2018

FLIGHT AC512	ORD Chicago Departing at: 18:00	YYZ Toronto Arriving at: 20:33
FLIGHT PS242	YYZ Toronto Departing at: 23:15	KBP Kiev Arriving at: 16:05

[CHECK IN NOW](#)

PASSENGERS ON THIS BOOKING

VASYL RUSAK

YOU MAY ALSO WISH TO

[Sign up](#) for flight notifications on your mobile device or by e-mail

[View](#) the latest baggage allowance and security requirements

Avoid checked baggage fees and ensure a smooth boarding experience; make sure the items you bring on board meet [carry-on weight and size limits](#).

ONE PERSONAL ITEM

ONE CARRY-ON ITEM

DO YOUR BAGS FIT?

Thank you for choosing Air Canada.

Économisez du temps à l'aéroport

Vous ne voyez pas ce courriel?

[Consultez le courriel en ligne.](#)

AVIS IMPORTANT

Le gouvernement du Canada a introduit une **nouvelle exigence d'entrée** pour les voyageurs qui se rendent au Canada ou qui y transitent et qui ne sont pas citoyens du Canada ou des États-Unis ni résidents permanents du Canada. Vous pourriez ainsi avoir besoin d'une autorisation de voyage électronique (AVE). Rendez-vous au <http://canada.ca/ave> pour vérifier si cette nouvelle exigence s'applique à vous.

RECEVEZ VOTRE CARTE D'ACCÈS À BORD À L'AVANCE

Enregistrez-vous pour votre vol maintenant et recevez une carte d'accès à bord vous permettant d'éviter les files d'attente et de gagner du temps à l'aéroport.

Veillez noter : Si vous avez modifié ou annulé votre réservation au cours des 24 dernières heures, les renseignements de vol ci-dessous pourraient ne pas être à jour.

Numéro de réservation : **PIHDC5**

Départ : **Samedi le 09 juin 2018**

VOL AC512	ORD Chicago Départ à : 18:00	YYZ Toronto Arrivée à : 20:33
VOL PS242	YYZ Toronto Départ à : 23:15	KBP Kiev Arrivée à : 16:05

**ENREGISTREZ-VOUS
MAINTENANT**

PASSAGERS INSCRITS SUR CETTE RÉSERVATION

VASYL RUSAK

Exhibit B: Travel Itineraries of Olexander Zuck

oleksandr.zhuk@yahoo.com <oleksandr.zhuk@yahoo.com>

To: gorlawoffice@yahoo.com

Sep 10 at 12:50 PM

This message contains blocked images.

[Show images](#)

or [Always show images](#)

Sent from my iPhone

Begin forwarded message:

From: cheapoair@cheapoair.com

Date: March 19, 2018 at 1:27:14 PM CDT

To: oleksandr.zhuk@yahoo.com

Subject: AIR TICKET NUMBER & AIRLINE CONFIRMATION. Booking# 49193763

Dear Oleksandr Zhuk,

Thank you for choosing CheapOair.com!

**For changes to this itinerary,
please call us 24/7 at 1- 800-525-
0400**

[View on website](#)

[Print Itinerary](#)

Booking Confirmation

[Terms and Conditions](#)

CheapOair Booking: 49193763 | oleksandr.zhuk@yahoo.com | Booked on Mon, Mar 19, 2018

Flight Details

Status: [Check now](#)

Departing Flight

Air Canada

Flight 512

Aircraft: E90

EMBRAER EMB E90 94-106 STD SEATS

Nonstop | Coach

[Baggage Fees](#) | [Visa & Passport](#)

[Info](#)

Sat, Jun 09, 2018

Chicago OHare, Illinois

ORD - 06:00 pm

Toronto Pearson Intl, Ontario

YYZ - 08:36 pm

Sat, Jun 09, 2018

Travel Time:

11h 26m

Airline Confirmation:

LP2X6A

Layover Time (YYZ) **2h 39m**

Non - U.S. and Non - Canadian citizens may require a [Transit Visa](#).

Ukraine Intl Airl

Flight 242

Aircraft: 767

Boeing 767 Passenger 211-290
STD SEATS

Nonstop | Coach

[Baggage Fees](#) | [Visa & Passport Info](#)

Sat, Jun 09, 2018

Toronto Pearson Intl, Ontario

YYZ - 11:15 pm

Kiev Borispol, Ukraine

KBP - 04:05 pm

Sun, Jun 10, 2018

Airline Confirmation:
T82QJQ

+ **Exclusive CheapOair Savings!** [Add a Hotel](#) and Save as much as \$36^{.75}

Return Flight

Ukraine Intl Airl

Flight 241

Aircraft: 767

Boeing 767 Passenger 211-290
STD SEATS

Nonstop | Coach

[Baggage Fees](#) | [Visa & Passport Info](#)

Mon, Aug 13, 2018

Kiev Borispol, Ukraine

KBP - 11:20 am

Toronto Pearson Intl, Ontario

YYZ - 02:35 pm

Mon, Aug 13, 2018

Travel Time:
12h 04m

Airline Confirmation:
T82QJQ

Layover Time (YYZ) **2h 0m**

Non - U.S. and Non - Canadian citizens may require a [Transit Visa](#).

Air Canada

Flight 511

Aircraft: E90

EMBRAER EMB E90 94-106 STD
SEATS

Nonstop | Coach

[Baggage Fees](#) | [Visa & Passport Info](#)

Mon, Aug 13, 2018

Toronto Pearson Intl, Ontario

YYZ - 04:35 pm

Chicago OHare, Illinois

ORD - 05:24 pm

Mon, Aug 13, 2018

Airline Confirmation:
LP2X6A

Check airline [Fare Rules](#) . Most airlines charge baggage fees, check the [Baggage Fees](#) for complete details.

Traveler Information

Please verify traveler names below. Rules require traveler full names match exactly with their Passport or Government issued photo ID. If you need to make a name change, please call 1-888-481-8857

E-Ticket Number	Traveler Name	Requests	Gender
1 5667058847914	Oleksandr Zhuk		Male
Special Service No Special Service Requested	Meal Preference Any meal		

Disclaimer: Special requests are not guaranteed. Contact your airline to confirm they have received and confirmed your requests.

Travel Protection Plan

Secure your investment \$58 .95

Receive Trip Cancellation & Interruption benefits up to \$100,000 For Covered reasons.

24 Hour emergency assistance service is included with insurance purchase.

[View Plan Summary for terms and conditions.](#)

Traveler Assist Classic

Global Travel Assist Classic \$9 .95

Call us 24/7 and get help with the personal service you deserve. We are ready to assist you globally with:

Emergency Medical Assistance*

Personal Concierge Assistance

Visa and Passport Assistance

\$50 Travel savings coupon and more!

* This is not medical insurance. Payment for medical services is not included.

Flight Watcher



Flight Monitoring and Notification Service

\$2^{.99}

Flight Watcher gathers all the information about your flight including delays, cancellations and gate or terminal changes, and sends them directly to you!

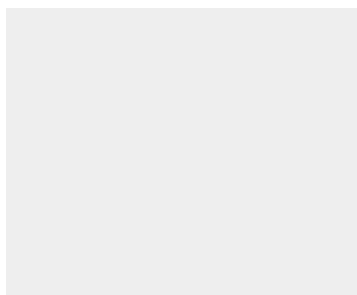
Add a Hotel

Kiev Borispol

Check-in Date: Sun, Jun 10, 2018

Check-out Date: Sun, Jun 17, 2018

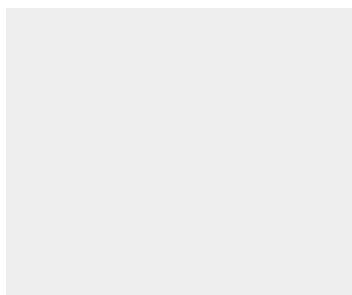
+ **Exclusive CheapOair Savings!** Add a Hotel and Save as much as \$36^{.75}



Hilton Kyiv

+ **Exclusive!**

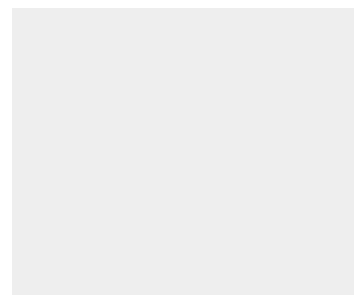
\$314^{.63}
per night



Ibis Kiev City Center

+ **Exclusive!**

\$67^{.76} per night



Art Hotel Bakkara

+ **Exclusive!**
Save \$36^{.75}

\$45^{.31} per night

Add To Trip	Add To Trip	Add To Trip
See More Hotels		

Add a Car

20.09/day

KBP - Kiev Borispol,...	Pick-up Date/Time: 06/10/2018 - 04:15 PM	Drop-off Date/Time: 08/13/2018 - 10:40 AM			
Rates are per day					
	In Terminal	In Terminal	In Terminal	In Terminal	At Airport
Economy	\$20 .09	\$20 .82	\$24 .62	\$24 .62	\$37 .25
Mid-Size	-	\$30 .63	\$36 .16	\$36 .16	\$46 .57
Compact	\$32 .35	\$29 .75	\$31 .01	\$31 .01	-
See More Cars					

Baggage Protection



Blue Ribbon Bags Will: \$9 .95

Pay you \$1000, minimum, per bag, if your bags are not returned to you within 96 hours.

Find and return all of your delayed baggage right to you.

Service is applicable to this itinerary only. Any changes must be reported to info@blueribbonbags.com prior to your new flight's departure with your Service Agreement Number in the subject line. Purchase of additional service may be required.

By clicking 'Add Baggage Protection', I agree I have read and accepted the [Terms and Conditions](#).

Billing Details (USD)

Method: Credit Card ending in 0931
Credit Card ending in 0931
Phone: 3XX-XXX-XXX5
Email: oXXXXXXXXXXXXk@yahoo.com

Flight Price Details

1 Adult Ticket	\$759. ⁰⁰
Subtotal	\$759. ⁰⁰
<u>Taxes and Agency Fees</u>	\$87. ³¹
Discount	
Promo Discount	-\$10. ⁰⁰
Flight Total	\$836.³¹

Total Charge: **\$836.³¹**

Please Note:

- All fares are quoted in USD
- Your credit card may be billed in multiple charges totaling the above amount.
- Some airlines may charge Baggage Fees.

Flight Booking Terms & Conditions

Notice - Ticket Policies, Rules and Restrictions

Once purchased, most tickets are non-refundable and non-transferable. All service fees are non-refundable. Name changes are not permitted. Prices do not include [Baggage and Carry-On Fees](#) or other fees charged directly by the airline. Fares are not guaranteed until ticketed. All changes are subject to availability, additional fees, airlines rules and regulations. All travelers must confirm that their travel documents required are current and valid for your destination. [Click here for visa information](#). View our [Terms and Conditions](#) and airline [Fare Rules](#).

Thank you for choosing [CheapOair.com](#), we will process your tickets and notify you with your ticket information. If it is an E-ticket, you will receive an email with a ticket number, if it is a Paper ticket we will mail the ticket by courier to the address provided. Our office is open 24 hours a day, 7 days a week. If you need assistance, call us at 800-525-0400 (if you are calling from outside the United States, please call 1-800-525-0400 or 212-478-0335) or contact Customer Care at Feedback@CheapOair.com. Online inquiries will be responded to in the order in which they are received.

IMPORTANT TRAVEL INFORMATION

PASSPORT / VISA REQUIREMENTS

FOR DOMESTIC TRAVEL: A valid government photo I.D. must be presented by all travelers in order to board domestic flights. Minors traveling domestically with parents generally do not need a photo I.D. If traveling with children less than two (2) years old, a birth certificate may be needed to confirm the infant's age. [More Information](#).

FOR INTERNATIONAL TRAVEL: All travelers MUST be in possession of a valid government issued Passport or Identification. Travelers MUST also have the necessary documents, Visas, Transit visas, Schengen Visas and all other entry permits for all international ports of entry.

In addition, your passport must be valid for 6 months after your return date when entering your destination. While sometimes we may be able to assist with visa and passport information, it is solely the responsibility of the passenger(s) to arrange for all documents needed to enter the country you are traveling to, or passing through in transit. Please note, a roundtrip or ongoing ticket may be required for certain international cities. If you are traveling one way, please verify with the airline or Consulate General to prevent any issues at time of boarding.

- [US Passport Holder Information](#)
- [Canadian Passport Holder Information](#)
- [Other Passport Holder](#)

TIME ALLOWANCE FOR AIRLINE CHECK-IN

Domestic Flights (Traveling within the 50 United States)

- It is recommended that you **check-in at least two (2) hours prior** to the scheduled flight departure time.
- Please allow for extra time if traveling with children or need assistance boarding the aircraft.
- Please reconfirm your flights with airline 24 to 72 hours prior to your departure.

International Flights

- It is recommended that you **check-in at least three (3) hours prior** to the scheduled flight departure time.
- Please allow for extra time if traveling with children or need assistance boarding the aircraft.

NOTE: The airlines reserve the right to deny boarding to passengers that do not arrive at the Ticket Counter or Departure Gate with adequate time to check-in. Check-in times can vary for certain cities and airlines. so it's

ONLINE CHECK IN

If you prefer to check in for your flights online and print your boarding passes, please click our [Airport Check In](#) link to check in for your upcoming flight.

TRAVEL DEALS

If you have signed up for our newsletter, please add CheapOair@myCheapOair.com to your address book to ensure that you receive our latest offers and promotions. If you haven't signed up yet, [sign up](#) to receive our deals and discounts.

BAGGAGE RULES AND FEES

Additional baggage fees may apply. For more details, click here: [Baggage and Carry-On Fees](#) . Since the baggage fees may change, we recommend that you contact the airline you are traveling on for the latest information regarding airline specific baggage rules, requirements and fees.

SEATS

If you have requested a seat to be assigned, we will send your request to the airline. Airline may or may not be able to confirm your request. We recommend that you choose our [Enhanced Seat Assignment](#) program for specialized seating allocation assistance by our dedicated seat assignment team. At times airlines may not be able to assign specific seats or seats sitting together. Occasionally seats can be assigned only at the check-in counter at the airport.

VOLUNTARY CHANGES

Although most itineraries ticketed by CheapOair allow for changes, the majority of these itinerary changes require the issuance of a new ticket, as per airline policy. All changes are subject to availability, airline rules and regulations, penalties and a difference from the original airfare and our service fees. The airline has the final authority regarding itinerary changes and penalties.

INVOLUNTARY CHANGES (CHANGES DONE DIRECTLY BY THE AIRLINE)

Airlines may make changes to a scheduled flight itinerary that is beyond our control. In these cases, if the airline notifies us with a viable option, we will send you an e-mail with the changes as well as the option the airline is offering. If the airline does not provide us with a viable option, as a valued customer, your reservation will be reviewed and assisted by one of our Schedule Change Specialists.

TRAVEL PROTECTION

We recommend that you protect your investments by purchasing Travel Protection. The coverage will become effective only once the insurance premium is received in full. The coverage you have purchased will only cover the arrangements booked through the website in which you purchased your protection plan. You should review detailed rules on the protection plan by reading the [Description of Coverage](#) .

FARE CHANGES

Prior to ticketing, all fares are subject to change. In these cases, we will notify you and you will have the option to purchase or not purchase this ticket.

UP-TO-THE-MINUTE FLIGHT DETAILS

Check the details of your itinerary, ticket status, seat assignments and more by visiting our [Check My Booking](#) Page

FREQUENTLY ASKED QUESTIONS

For additional questions and self service, please visit our [Frequently Asked Questions](#) page. For example: How and

TERMS AND CONDITIONS

Please read our [Terms and Conditions](#) for detailed information.

CUSTOMER SUPPORT

Booking Number: 49193763

If you have questions about your reservation, please use our [Customer Assistance Form](#) and we will respond within 24 hours. For immediate assistance, please call us toll free 24/7 at 212 478-0335 or 800 525-0400 (U.S. and Canada only), and have your booking number ready

Additional important numbers where agents are ready to assist you:

- Schedule Change Department -- 1-888-728-1669
- Billing Department – 1-888-793-4229
- Ticketing Department – 1-888-654-5204

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Privacy Policy

We're committed to protecting your privacy. See our [Privacy Policy](#) for details.

Contact Us

if you have any questions please email us at feedback@cheapoair.com .Or write to us at: CheapOair, 135 W 50th Street, Suite 500, New York, NY 10020

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Useful Links:

[Click here to go to our Resources Page for Information About Airlines and their telephone numbers](#)

CUSTOMER SERVICE – [CheapOair.com](#)

The Leader in Discounted Airfares for all Airlines, Cheap Hotels and Cars

oleksandr.zhuk@yahoo.com

To:gorlawoffice@yahoo.com

Sep 10 at 12:50 PM

This message contains blocked images.

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or Always show images

Sent from my iPhone

Begin forwarded message:

From: cheapoair@cheapoair.com

Date: July 24, 2018 at 8:04:29 AM CDT

To: oleksandr.zhuk@yahoo.com

Subject: CheapOair.com - Oleksandr Zhuk - Booking receipt - Booking # 49193763

[View on website](#)

For changes to this itinerary,
please call us 24/7 at 1- 800-525-0400

[Print Itinerary](#)

Booking Confirmation

[Terms and Conditions](#)

CheapOair Booking: 49193763 | oXXXXXXXXXXXXXk@yahoo.com | Booked on Mon, Mar 19, 2018

Flight Details

[Status: Check now](#)

Departing Flight

Travel Time:
11h 59m

Ukraine Intl
Airl
Flight 0241
Aircraft: 767

Mon, Aug 13, 2018
Kiev Borispol, Ukraine
KBP - 11:20 am

Airline Confirmation:
T82QJQ

Boeing 767 Passenger 211-
290 STD SEATS

Toronto Pearson Intl, Ontario
YYZ - 02:35 pm
Mon, Aug 13, 2018

Nonstop | Coach
Baggage Fees | Visa &
Passport Info

Layover Time (YYZ) 2h 0m

Non - U.S. and Non - Canadian
citizens may require a Transit Visa.

Air Canada
Flight 0511

Mon, Aug 13, 2018
Toronto Pearson Intl, Ontario

Aircraft: E90
 EMBRAER EMB E90 94-
 106 STD SEATS

YYZ - 04:35 pm
 Chicago OHare, Illinois
 ORD - 05:24 pm
 Mon, Aug 13, 2018

Airline Confirmation:
 LP2X6A

Nonstop | Coach
 Baggage Fees | Visa &
 Passport Info

+ Exclusive CheapOair Savings! Add a Hotel and Save as much as \$36 .75

Check airline Fare Rules . Most airlines charge baggage fees, check the Baggage Fees for complete details.

Traveler Information

Please verify traveler names below. Rules require traveler full names match exactly with their Passport or Government issued photo ID. If you need to make a name change, please call 1-888-481-8857

E-Ticket Number	Traveler Name	Requests	Gender
1 5667058847914	Oleksandr Zhuk		Male
Special Service No Special Service Requested	Meal Preference Any meal		

Disclaimer: Special requests are not guaranteed. Contact your airline to confirm they have received and confirmed your requests.

Traveler Assist Classic

Global Travel Assist Classic \$9 .95

Call us 24/7 and get help with the personal service you deserve. We are ready to assist you globally with:

- Emergency Medical Assistance*
- Personal Concierge Assistance

Visa and Passport Assistance

\$50 Travel savings coupon and more!

* This is not medical insurance. Payment for medical services is not included.

Flight Watcher



Flight Monitoring and Notification Service

\$2 .99

Flight Watcher gathers all the information about your flight including delays, cancellations and gate or terminal changes, and sends them directly to you!

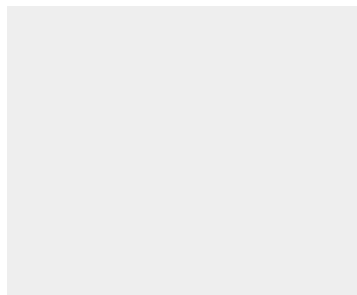
Add a Hotel

Kiev Borispol

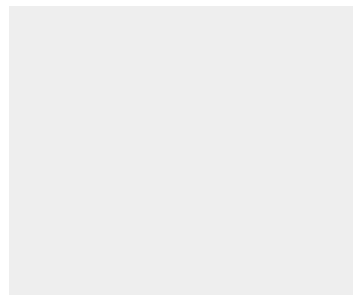
Check-in Date: Sun, Jun 10, 2018

Check-out Date: Sun, Jun 17, 2018

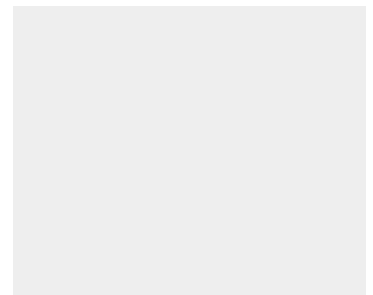
+ Exclusive CheapOair Savings! Add a Hotel and Save as much as \$36 .75



Hilton Kyiv



Ibis Kiev



Art Hotel

+ Exclusive! \$314 .63 per night	City Center	Bakkara
Price Match Promise Free	+ Exclusive! \$67 .76 per night	+ Exclusive! \$45 .31 per night
Parking Free Add To Trip	Price Match Promise Free Add To Trip	Price Match Promise Free Add To Trip
WiFi & Internet	WiFi	Parking Free Add To Trip WiFi

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Price Match Promise

Unlimited Mileage

Special Package pricing

Baggage Protection



Blue Ribbon Bags Will: \$9 .95

Pay you \$1000, minimum, per bag, if your bags are not returned to you within 96 hours.

Find and return all of your delayed baggage right to you.

Service is applicable to this itinerary only. Any changes must be reported to info@blueribbonbags.com prior to your new flight's departure with your Service Agreement Number in the subject line. Purchase of additional service may be required.

By clicking 'Add Baggage Protection', I agree I have read and accepted the Terms and Conditions .

Billing Details (USD)

Method: Credit Card ending in 0931
Credit Card ending in 0931
Phone: 3XX-XXX-XXX5
Email: oXXXXXXXXXXXXXk@yahoo.com

Flight Price Details

1 Adult Ticket	\$759 .00
Subtotal	\$759 .00
Taxes and Agency Fees	\$87 .31
Discount	
Promo Discount	- \$10 .00
Flight Total	\$836 .31

Total Charge: \$836 .31

Please Note:
All fares are quoted in USD
Your credit card may be billed in multiple charges totaling the above amount.
Some airlines may charge Baggage Fees.

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Thank you for choosing CheapOair.com, we will process your tickets and notify you with your ticket information. If it is an E-ticket, you will receive an email with a ticket number, if it is a Paper ticket we will mail the ticket by courier to the address provided. Our office is open 24 hours a day, 7 days a week. If you need assistance, call us at 800-525-0400 (if you are calling from outside the United States, please call 1-800-525-0400 or 212-478-0335) or contact Customer Care at Feedback@CheapOair.com. Online inquiries will be responded to in the order in which they are received.

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Please reconfirm your flights with airline 24 to 72 hours prior to your departure.

[International Flights](#)

departure time.

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ONLINE CHECK IN

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TRAVEL DEALS

If you have signed up for our newsletter, please add CheapOair@myCheapOair.com to your address book to ensure that you receive our latest offers and promotions. If you haven't signed up yet, sign up to receive our deals and discounts.

BAGGAGE RULES AND FEES

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FARE CHANGES

have the option to purchase or not purchase this ticket.

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FREQUENTLY ASKED QUESTIONS

For additional questions and self service, please visit our [Frequently Asked Questions page](#). For example: [How and when should I reconfirm my flights?](#) Or, [do I need a Visa to travel internationally?](#)

TERMS AND CONDITIONS

Please read our [Terms and Conditions](#) for detailed information.

EUROPEAN TRAVEL

If you are traveling to a country within the European Economic Area (EEA), please note that, during your time there, links in this e-mail may be redirected to our EEA website, [cheapOair.co.uk](#). If you need assistance accessing the information from the links, please call us at the numbers below and one our agents would happy to assist you.

CUSTOMER SUPPORT

Booking Number: 49193763

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Billing Department – 1-888-793-4229

Ticketing Department – 1-888-654-5204

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Privacy Policy

We're committed to protecting your privacy. See our [Privacy Policy](#) for details.

Contact Us

if you have any questions please email us at feedback@cheapoair.com .Or write to us at: CheapOair, 135 W 50th Street, Suite 500, New York, NY 10020