

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MABEL INIM, FLORENCE BOLAJI SHONAIYA and JULIA NJOKU

Case No:CV 04-791

Individually And On Behalf of All Others
Similarly Situated,

CLASS ACTION
COMPLAINT

Plaintiffs,
against

JURY TRIAL
DEMANDED

WORLD AIRWAYS, INC. and RITETIME AVIATION AND TRAVEL
SERVICES, INC.

Defendants.

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Plaintiffs, MABEL INIM, FLORENCE BOLAJI SHONAIYA and JULIA NJOKU, individually and on behalf of all other persons similarly situated, by their attorneys, Ike O. Echeruo, Esq. and John Edozie, Esq., for their Class Action Complaint, allege as follows:

NATURE OF THE CASE

1. This is a class action brought on behalf of all individuals and entities that purchased round trip tickets for travel between Lagos, Nigeria and the United States on World Airways, Inc. (“World Airways”) that were conveyed to the United States by World Airways and whom are, or were, unable to use the return portion of their tickets, due to World Airways’ discontinuation of flight operations to Nigeria on or about December 28, 2003 (exclusive of the Defendants, their

employees and agents, hereinafter the "Class" or the "Plaintiffs") and who were damaged thereby.

2. World Airways failed to convey the Plaintiffs on their return trip to Nigeria, as scheduled on World Airways' tickets, issued through its agent Ritetime Aviation and Travel Services, Inc. ("Ritetime") leaving them stranded in the United States. Many of the Plaintiffs have overstayed, or are in danger of overstaying, their visas and therefore their period of legal stay in the United States and have consequently become, or are in danger of becoming, illegal aliens, due to the Defendants conduct. New immigration laws provide steep penalties for visitors that overstay their visas. These penalties include a permanent prohibition from entering the United States. World Airways has not made any accommodations for Plaintiffs lodgings or arrangements for alternate travel, causing Plaintiffs to face severe legal consequences, cost, delay and inconvenience and untold hardship.

JURISDICTION AND VENUE

3. This action arises under the laws and/or treaties of the United States, more particularly under the Convention for the Unification of Certain Rules for International Carriage by Air Signed at Montreal, 28 May 1999 and which went into effect on November 4, 2003 (the "Montreal Agreement") and the Convention For The Unification Of Certain Rules Relating To International Carriage By Air, Signed At Warsaw On 12 October 1929 (as amended, the "Warsaw Convention").

4. This Court has pendant and ancillary jurisdiction over all other causes of action alleged herein.

5. Venue is proper because each of the Defendants' conduct substantial business in the Eastern

District of New York and a substantial part of the events or omissions giving rise to the claim arose and occurred in the Eastern District.

PARTIES

6. Plaintiff Mabel Inim, 63 years old, is an individual, who purchased a ticket from World Airways, through its agent, Ritetime, for round trip travel from Lagos, Nigeria to New York, New York. World Airways conveyed Plaintiff Mabel Inim to New York, New York on July 27, 2003 on a roundtrip ticket, with a scheduled return date of September 23, 2003. Plaintiff Mabel Inim changed her return date to January 20, 2004 on September 23, 2003, by contacting Defendants and paying a fee of \$100. Plaintiff Mabel Inim is a citizen and resident of the Federal Republic of Nigeria. Her purpose in traveling to the United States was to visit her child and grandchildren. Her visa and period of authorized stay in the United States expired on January 23, 2004.

7. Plaintiff Florence Bolaji Shonaiya, 71 years old, is an individual, who purchased a ticket from World Airways, through its agent, Ritetime, for round trip travel from Lagos, Nigeria to New York, New York. World Airways conveyed Plaintiff Florence Bolaji Shonaiya to New York, New York on November 23, 2003 on a roundtrip ticket with a scheduled return date of December 28, 2003. Plaintiff Florence Bolaji Shonaiya is a citizen and resident of the Federal Republic of Nigeria. Her purpose in traveling to the United States was to visit her child and grandchildren. Her visa and period of authorized stay in the United States expires on May 22, 2004.

8. Plaintiff Julia Njoku, 65 years old, is an individual, who purchased a ticket from World Airways, through its agent, Ritetime, for round trip travel from Lagos, Nigeria to New York,

New York. World Airways conveyed Plaintiff Julia Njoku to New York, New York on October 5, 2003 on a roundtrip ticket with a scheduled return date of December 7, 2003. Plaintiff Julia Njoku changed her return date to March 28, 2004 on November 27, 2003, by contacting Defendants and paying a fee of \$250. Plaintiff Julia Njoku is a citizen and resident of the Federal Republic of Nigeria. Her purpose in traveling to the United States was to visit her child and grandchildren. Her visa and period of authorized stay in the United States expires on April 4, 2004.

9. Defendant World Airways, Inc. is a Delaware corporation with its principal place of business in Peachtree City, Georgia. It engages in business as a common carrier by air and has employees and agents and conducts substantial business in this District.

10. Defendant Ritetime Aviation and Travel Services, Inc. is a Georgia corporation with its principal place of business in Atlanta, Georgia. It engages in business as a travel agent and tour operator and has employees and agents and conducts substantial business in this District.

PLAINTIFFS' CLASS ACTION ALLEGATIONS

11. Plaintiffs bring this action as a class action pursuant to Federal Rules of Civil Procedure 23(a), (b)(1), (b)(2) and (b)(3) on behalf of themselves and all individuals and entities that purchased round trip tickets for travel between Lagos, Nigeria and the United States on World Airways that were conveyed to the United States by World Airways and whom are, or were, unable to use the return portion of their tickets, due to World Airways' discontinuation of flight operations to Nigeria on or about December 28, 2003, exclusive of Defendants and their employees and agents.

12. The members of the Class are so numerous that joinder of all members is impracticable.

While the exact number of persons in the Class is unknown to Plaintiffs at this time and can only be ascertained through appropriate discovery, Plaintiffs believe that the Class consists of substantially in excess of 500 persons. The identity of all members of the Class is not currently known, but may be ascertained and identified from records maintained by Defendants and the members may be notified of the pendency of this action by mail and general advertisement.

Because of the size of the Class, the geographic dispersion of Class members and the inability to identify all members of the Class, it would be impracticable to join all members in this action.

13. The questions of fact and law raised in this Complaint are common to all members of the Class and the claims asserted by the named Plaintiffs are typical of the claims of the Class. The named Plaintiffs will adequately and fairly represent the interests of all members of the class.

14. Inconsistent or varying adjudications with respect to individual members of the class would establish incompatible standards of conduct for the Defendants. The Defendants have acted or refused to act on grounds generally applicable to the class, thereby, making final relief with respect to the class as a whole appropriate.

15. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the damages suffered by individual Class members may be relatively small, the expense and burden of individual litigation makes it impossible for members of the Class to individually redress the wrongs done to them. There will be no difficulty in the management of this action as a class action.

JURY TRIAL DEMAND

16. Plaintiffs demand trial by jury on all claims except Count XIII (Declaratory Judgment), for which no jury is available.

FACTUAL BACKGROUND

17. Commencing on or about May 2003, Defendant, World Airways, a common carrier, began to offer flights to various ports in the United States from Lagos, Nigeria. A press release issued by World Airways on May 29, 2003 declared that “World Airways will be the first U.S registered carrier to re-establish passenger flight services to Nigeria since 1993”.

18. The flights were offered in association with Ritetime.

19. At all relevant times, World Airways held Ritetime out as its agent, for purpose of booking flights on this service. For instance, World Airways in its May 29 press release stated “Flight information and reservation for this service can be obtained by going to Ritetime’s website at www.flyritetime.com or by contacting the company at (770) 613-0011.”

20. At all relevant times, World Airways and Ritetime, through their respective websites and business communications and practices, made misrepresentations and/or omitted material facts to the purchasers of tickets. The Defendants held out to the public that World Airways and Ritetime were in a joint venture to provide flights to Nigeria, that the service was to be provided directly by World Airways, and that Ritetime was World Airlines’ booking agent for purpose of purchasing tickets on the World Airways “scheduled” flights. The Defendants representations to the public and purchasers of tickets included, but were not limited to, among other things:

- a. The World Airways website’s homepage contained descriptions of the Lagos flights, provided Ritetime’s contact information for reservations and an internet link to the Ritetime website.
- b. The Ritetime website prominently displayed the World Airways trademark and logo on every page of the Ritetime website.

- c. The Ritetime website declares: “For current flight information, call: 800-WORLD-10 (800 967-5310)”. This number is a World Airways owned and operated telephone number.
- d. The “Alliance” page on the Ritetime website states: “Ritime Aviation and Travel Services will operate the flights in conjunction with World Airways, a 54 years old, part 121 certified air carrier serving passengers and cargo clients worldwide. World Airways has over half a century of global operating experience.”
- e. The “Alliance” page on the Ritetime website also states: “Our alliance with World Airways will enable us offer our customers the best services, affordable airfares and a lot more. With the efforts of both World Airways and Ritetime Aviation and Travel Services, customer service can only be at its best.”
- f. The “Arrival/Departure Info” page on the Ritetime website states: “World Airways / Ritetime recommends checking flight status before departing for the airport.”
- g. The Ritetime website describes its “fleet” as an MD 11 aircraft. Upon information and belief Ritetime does not own or operate any aircraft.
- h. The “Customer Feedback” page on the Ritetime website contains the following comments, purportedly from customers: "Congratulations to Ritetime/World Airways. This is a good news to those of us that travel frequently to Nigeria...Felix Nkwocha"; "I am delighted World Airways had decided to provide non stop service from the US to

Nigeria...Chinwe"; "World Airways, Congratulations on the launching [sic] of your new airline...Yours truly, Ola & Bola Oladapo."

- i. Defendants' businesses, identities and websites were linked and their trademarks and logos intertwined in websites and other marketing material, directed at Nigerians and residents of Nigeria, in a manner calculated to cause confusion. An example of this can be seen at <http://www.odili.net/travel.html>.
- j. At all relevant times, neither the World Airways website nor the Ritetime website contained a disclaimer or other notice describing the "actual" relationship between World Airways and Ritetime.

21. World Airways was aware of, linked to, and endorsed, the contents of the Ritetime website. Collectively Annexed hereto as Exhibit "A" are the relevant portions of the Ritetime website, as of January 26, 2004.

22. At all relevant times, World Airways, Ritetime and Peter Obafemi ("Obafemi"), upon information and belief the principal owner of Ritetime, through press releases, interviews, promotions, events and other business practices made misrepresentations and/or omitted material facts and held out to the public that they were engaged in a joint venture and the joint venture was jointly owned, financed and operated. Including, but not limited to, among other things:

- a. In a story that aired on CNN, May 31, 2003, featuring John Ellington, CEO of World Airways, the CNN correspondent states: "Ritetime World Airways won't say how much it's invested in the service. It does say it's fulfilling market demand despite a struggling global airline market" and immediately cuts to John Ellington making the following

statement: "You couldn't have picked a better time to start a service like this, and it will work out fine."

- b. In numerous stories in the Nigerian and African press and publications targeted to reach Nigerians and residents of Nigeria planning to travel to the United States, the Defendants describe their relationship as a single venture or enterprise. For example: "Ritetime World Airways installs security devices at MMA, Daily Trust, Oct. 7, 2003"; "Ritetime World Airways Boss Bags American Award, This Day, Jan. 1, 2004"; "World Airways Offers 5 Per cent Rebate for IOD Members, This Day, Jan. 1, 2004"; "Airline Starts Direct U.S. Flights, Crossroads, a publication of the United States Embassy in Nigeria, July 2003 (can be seen at: <http://usembassy.state.gov/nigeria/wwwhxjul03k.html>).” Collectively annexed hereto as Exhibit "B" are copies of some of the relevant press stories.

23. World Airways was aware of, and promoted and endorsed, the statements referred to in the preceding paragraphs 20 and 22, irrespective of the actual or purported contractual relationship with Ritetime, for the purpose of encouraging the Plaintiffs to purchase tickets on the Nigerian flights and for its own financial gain.

24. The roundtrip flights from Nigeria to the United States were a significant source of income for World Airways. As reported in World Airways' publicly filed 10Q statements, its relationship with Ritetime was World Airways' second largest source of revenue (accounting for 8.8% of revenue) in the quarter ending September 30, 2003. The largest source of revenue for

the period was from contracts with the United States military, primarily in connection with foreign military operations.

25. World Airways issued tickets for the Nigerian flights bearing its name and corporate logo and identifying World Airways as the carrier for the flights, through its agent Ritetime. These tickets constituted a contract between World Airways and the purchasing passengers.

26. World Airways and Ritetime operated offices in Lagos, Nigeria, including an office at the Murtala Mohamed International Airport Lagos and one in Victoria Island, Lagos (collectively the “Lagos Offices”). These offices prominently displayed the World Airways logo on signs and directions leading to the offices and within the offices in a manner that would lead Plaintiffs to reasonably conclude the Lagos Offices were World Airways offices. It was World Airways strategy for the Lagos Offices to serve as its *de facto* offices in Nigeria, irrespective of the actual *de jure* status of the Lagos Offices.

27. World Airways, upon information and belief, designated the Lagos Offices to the United States Federal Government and the Federal Government of Nigeria as its offices in Nigeria for purpose of securing landing rights and other authorizations to conduct the Nigerian flights.

28. Upon information and belief, it was World Airways’ policy to represent to Plaintiffs and other prospective purchasers of tickets that Ritetime was World Airways’ agent for the sale of tickets on the Nigeria flights and that Ritetime remained, for all periods relevant to this complaint, under World Airways’ direct and continuous supervision and control. World Airways adopted this policy to encourage purchase of tickets on the Nigerian flights, the funds from which World Airways expected to be paid, directly or indirectly.

29. World Airways represented to the United States Federal Government that the Plaintiffs held valid roundtrip tickets at the time it brought them into the United States. These representations

were made by World Airways to ensure compliance with United States Federal regulations governing a carrier's duty of pre-inspection of United States bound passengers. Furthermore, in order for the Plaintiffs to obtain visas to enter the United States they are required to provide to the United States Government, through its Embassy in Nigeria, fully paid return tickets. World Airways knew, or should have known, of this requirement.

30. Defendants failed to convey Plaintiffs on the "return leg" of their trip as scheduled on the tickets purchased by them.

31. Defendants completely halted flight operation to and from Nigeria in late December 2003 thereby abandoning passengers in the United States and Nigeria. The halt in operations was commenced without notice to the passengers or the public and Defendants have failed to take any measures to secure alternative flights or other accommodations for the Plaintiffs. In fact, Defendants have refused to communicate with, or help, the Plaintiffs in their efforts to return to Nigeria.

32. World Airways has declared in several press releases that it was, and is, under no legal obligation to provide Plaintiffs and other members of the Class with travel in accordance with the terms of their tickets and/or provide for their return journey to Nigeria.

RITETIME'S APPARENT AUTHORITY TO ACT ON BEHALF OF WORLD AIRWAYS

33. In connection with charter and other agreements with Ritetime, and in furtherance of World Airways' strategy to have the Lagos Offices serve as its *de facto* branch office in Nigeria, World Airways by its affirmative actions, or omissions, imbued Ritetime and its employees and agents,

with the apparent authority to act directly as its agents and to issue valid tickets for travel on World Airways' behalf, which was reasonably believed by the Plaintiffs.

34. Among other things, World Airways knew, or reasonably should have known, that during all relevant periods herein, Ritetime prominently displayed several World Airways signs and logos in the Lagos Offices that identified the premises as World Airways' offices, which was intended to, or had the result of, reasonably leading the Plaintiffs to believe that the occupants of the Lagos Offices, were World Airways employees or agents.

35. Additionally, World Airways knew, or reasonably should have known, that it provided to Ritetime and its employees and agents, blank tickets bearing World Airways' trademarks and logos (or the ability and right to create blank tickets), that were used, among other things, by Ritetime to issue tickets for travel to Plaintiffs, and which was intended to, or had the result of, reasonably leading the Plaintiffs to believe that Ritetime, its employees and agents were acting directly for World Airways and tickets issued by them were valid for travel on World Airways.

36. Similarly, World Airways knew, or reasonably should have known, that it provided to Ritetime and its employees and agents World Airways' printed trademarks, logos, signs, digital logos (for use in computer and internet applications and for reproduction on tickets, boarding passes and similar material) and licenses to reproduce the said World Airways' logos and trademarks, among other things, which were used by Ritetime in connection with the Plaintiffs, and which was intended to, or had the result of, reasonably leading the Plaintiffs to believe that Ritetime and its employees and agents were acting directly for World Airways.

37. Upon information and belief, World Airways knew, or reasonably should have known, that neither Ritetime, nor its employees or agents provided the Plaintiffs with the charter agreements between World Airways or Ritetime or a summary of its salient terms, as they were required to,

and which was intended to, or had the result of, reasonably leading the Plaintiffs to believe that Ritetime and its employees and agents, were acting directly for World Airways and tickets issued by them were valid for travel on World Airways.

38. Significantly, World Airways knew, or reasonably should have known, that Ritetime, its employees and agents, including Obafemi, in operation of Ritetime's offices, in the contents of its website and in news releases and press interviews and other communication mischaracterized the nature of Ritetime's relationship with World Airways. Upon information and belief, World Airways was both aware of, and encouraged, among other things, the aforementioned measures, which allowed the Plaintiffs to reasonably believe that Ritetime, and its employees and agents, including Obafemi, were acting directly for World Airways.

39. Further, among other things, World Airways represented to the Plaintiff as set forth above in Paragraphs 20 and 22 of this complaint that Ritetime, and its employees and agents, including Obafemi were acting directly for World Airways as its agent in Nigeria.

40. Moreover, in none of the numerous communications issued by World Airways prior to the disruption of flight services to Nigeria did World Airways issue a disclaimer or other notice similar to the disclaimer it subsequently issued on or about January 15, 2004, setting forth, or reasonably calculated to notify the Plaintiff and the members of the Class of, the "true" nature of its relationship with Ritetime. Upon information and belief, World Airways failed to make any such clarifying disclosure, as part of its strategy to induce purchase of tickets from its agent Ritetime and for its own financial benefit.

41. Defendants actions caused, and continue to cause, significant harm to Plaintiffs. Plaintiffs have suffered and are still suffering significant hardship, delay, inconvenience and loss due to disruption of their flight itinerary.

CAUSES OF ACTION

COUNT I

(Breach of Contract) (As Against World Airways)

42. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

43. Plaintiffs are representatives of a class of persons who, as holders of validly issued tickets for travel on World Airways, are parties to a contract with World Airways.

44. World Airways has breached its contract with the Plaintiffs by failure to convey Plaintiffs in accordance with the terms of this contract.

45. Plaintiffs have been damaged by World Airways' breach of contract in an amount to be proven at trial.

COUNT II

(Breach of Contract) (As Against World Airways)

46. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

47. Plaintiffs are representatives of a class of persons who purchased tickets for travel on World Airways from Ritetime. The tickets are contracts for carriage on World Airways.

48. During all relevant time periods herein, World Airways' affirmative acts, or omissions, imbued Ritetime with the apparent authority to act directly for World Airways in issuing valid tickets for travel.

49. Under the doctrines of respondeat superior, agency, and other related legal standards, World Airways is directly liable for the tickets issued by Ritetime and the resulting damages incurred by each of the Plaintiffs.

COUNT III

(Breach of Duty of Good Faith and Fair Dealing) (As Against World Airways)

50. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

51. World Airways has deliberately misrepresented to Plaintiffs and other consumers that it offers scheduled flight service to the United States from Lagos, Nigeria and that Ritetime is its agent for distributing its tickets on these flights. The misrepresentations have been perpetuated through press releases, tickets, boarding passes, websites, marketing and promotional material intended to obscure the nature of the true relationship between World Airways and Ritetime. The misrepresentations were made by World Airways to induce purchase of tickets by Plaintiffs and other consumers, to the financial benefit of World Airways.

52. World Airways has through its agent Ritetime issued tickets for travel on the Nigerian flights, accepted these tickets from Plaintiffs and conveyed Plaintiffs to destinations in the United States on these tickets when it was aware, or should have been aware, that it would terminate the service without notice to Plaintiffs thereby stranding them on uncompleted portions of the journey. World Airways engaged in this practice for its own financial gain.

53. World Airways actions are a breach of World Airways' implied duty of good faith and fair dealing with regard to its contractual relationship with Plaintiffs.

COUNT IV

(Fraudulent Inducement) (As Against World Airways)

54. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

55. World Airways fraudulently and knowingly represented to the Plaintiffs, by its affirmative acts or omissions, as inducement to contract for round trip air carriage, that World Airways

would convey Plaintiffs from Lagos, Nigeria to various ports in the United States and return them to Lagos, Nigeria.

56. At the Lagos airport, World Airways reviewed Plaintiffs' passports, tickets and other travel documents to ensure that the Plaintiffs were entitled to travel to the United States in compliance with United States law. Among other things Plaintiffs are required to have valid and fully paid return tickets to the United States. World Airways fraudulently and knowingly represented to Plaintiffs at their embarkation point in Lagos, Nigeria that they held valid round trip tickets to the United States and allowed them on board its aircraft.

57. World Airways fraudulently and knowingly made the representations contained herein with the purpose of inducing Plaintiffs to agree to fly on World Airways for the purpose of extracting a fee from Plaintiffs which World Airways expected to be paid to it by its agent, Ritetime.

58. World Airways at the time it made the said representations knew them to be false or made them with reckless indifference to their truth since at the time of these representations World Airways knew, or should have known, it would discontinue flight operations to and from Nigeria.

59. World Airways knew and expected that Plaintiffs and the members of the Class would rely upon the representations described herein.

60. Plaintiffs and the members of the Class relied upon Defendant World Airway's fraudulent inducement in agreeing to purchase tickets for the Nigerian flight services and proceeding to travel on World Airways. Such reliance was reasonable and intended by World Airways.

61. As a direct and proximate result of Defendant World Airway's fraudulent statements and omissions, the Plaintiffs have suffered and are entitled to compensatory damages, in an amount to be proven at trial.

COUNT V

(Detrimental Reliance) (As Against World Airways)

62. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

63. World Airways, by contracting, or purporting to contract, to convey Plaintiffs from Lagos, Nigeria to the United States and to provide return carriage for Plaintiffs, by issuing tickets containing this flight information, by accepting said tickets from Plaintiffs and by conveying Plaintiffs on the said tickets, made an implied promise to Plaintiffs that they would provide the return carriage to Plaintiffs to their return destinations.

64. At the Lagos airport, World Airways reviewed Plaintiffs' passports, tickets and other travel documents to ensure that the Plaintiffs were entitled to travel to the United States in compliance with United States law. Among other things Plaintiffs are required to have valid and fully paid return tickets to the United States. World Airways, by reviewing, or purporting to review, Plaintiffs tickets for validity and proceeding to accept them onto its aircraft made an implied promise to Plaintiffs that they held valid round trip tickets to the United States.

65. Plaintiffs relied to their detriment on this promise.

66. Plaintiffs reliance on World Airways promise was reasonable, foreseeable and intended by World Airways.

67. As a direct and proximate result of Plaintiffs' reliance on Defendant World Airway's promise, the Plaintiffs have suffered and are entitled to compensatory damages, in an amount to be proven at trial.

COUNT VI

(Negligent Selection) (As Against World Airways)

68. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

69. World Airways was under a common law duty to Plaintiffs to exercise due care in selecting a sales agent that would act on its behalf with respect to the purchase and issuance of tickets.

70. World Airways negligently failed to ensure that the sales agent and charter operator it contracted with, Ritetime, was appropriate for the operation in violation of its common law and statutory obligations.

71. As a direct and proximate result of Defendant World Airway's negligent conduct the Plaintiffs and the other members of the Class have suffered and are entitled to compensatory damages, in an amount to be proven at trial.

COUNT VII

(Negligent Supervision) (As Against World Airways)

72. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

73. World Airways was under a common law duty to Plaintiffs to exercise due care in monitoring and supervising the activities of Ritetime with respect to the Nigerian flights.

74. World Airways negligently failed to properly monitor and supervise Ritetime in violation of its common law and statutory obligations.

75. As a direct and proximate result of Defendant World Airway's negligent conduct the Plaintiffs and the other members of the Class have suffered and are entitled to compensatory damages, in an amount to be proven at trial.

COUNT VIII

(Treaty Obligations) (As Against World Airways)

76. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

77. The United States and Nigeria are parties to international treaties with respect to international air travel, including the Warsaw Convention and the Montreal Agreement.

78. World Airways is a carrier certified by the Department of Transportation under FAR 121 and is a carrier pursuant to the terms of the Warsaw Convention and Montreal Agreement.

79. Tickets issued to Plaintiffs by World Airways identify it as the carrier pursuant to the terms of the Warsaw Convention and purport to limit World Airways liability pursuant to the terms of the Warsaw Convention. (Plaintiffs contend the World Airways' liabilities are not so limited.)

80. World Airways is liable to Plaintiffs for cancellations and attendant delay pursuant to the terms of the Warsaw Convention and Montreal Agreement in an amount to be determined at trial.

COUNT IX

(Conversion) (As Against all Defendants)

81. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

82. Plaintiffs have paid a valuable consideration for the tickets they purchased from Defendants for the Nigerian flights. Plaintiffs have had the value of the unused portions of these tickets confiscated by the Defendant upon the Defendants refusal to honor the tickets.

83. Defendants' unilateral and arbitrary confiscation of the value of Plaintiffs' unused tickets deprives Plaintiffs of the use, benefit and enjoyment of a valuable property interest and

constitutes unlawful conversion.

COUNT X

(Unjust Enrichment) (As Against all Defendants)

84. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

85. Plaintiffs have paid a valuable consideration for the tickets they purchased from Defendants for the Nigerian flights. Plaintiffs have been deprived of the value of the unused portions of these tickets upon the Defendants refusal to them.

86. Defendants have had an unearned benefit conferred on them by their failure to honor the Plaintiffs tickets.

COUNT XI

(Joint Venture Liability) (As Against Defendants World Airways and Ritetime)

87. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

88. Defendants World Airways and Ritetime were engaged in a joint venture for profit with respect to the Nigerian flights and both Defendants World Airways and Ritetime invested in the enterprise and its management.

89. Each member of the joint venture is vicariously liable for the tortuous conduct of the other members committed in the scope and course of the affairs of the joint venture.

COUNT XII

(Punitive Damages) (As Against all Defendants)

90. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

91. Defendants acted with malice, fraud, gross negligence and/or oppression, which was not a product of mistake of fact or law, honest error of judgment, overzealousness, mere negligence or other human failing. Defendants' actions are so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community.

92. An award of punitive damages is necessary to punish Defendants and to deter others from the same or similar conduct.

93. The public interest would be served by the deterrent effect of an award of punitive damages against Defendants.

COUNT XIII

(Declaratory Judgment) (As Against World Airways)

94. Plaintiffs reallege each allegation in each of the paragraphs above as if fully set forth herein.

95. World Airways has represented to Plaintiffs and others that it is not legally obliged to honor Plaintiffs tickets.

96. World Airways has represented to Plaintiffs and others that it is not legally obliged to provide return transportation for Plaintiffs on the return leg of their trip back to Nigeria.

97. World Airways has unilaterally and arbitrarily refused to honor Plaintiffs tickets and refused to convey them on the return leg of their journey. Plaintiffs maintain that such refusals are against public policy and unlawful.

98. Plaintiffs are entitled to a Declaratory Judgment for the purpose of determining the rights, status and legal relations between the parties with respect to the Nigeria flights that are the subject of this action.

99. There does now exist an actual, justiciable controversy whether Plaintiffs and other members of the Class were and/or are entitled to have their tickets honored by World Airways in respect of which Plaintiffs are entitled to have a declaration of rights and further relief.

WHEREFORE, Plaintiffs pray:

1. As to all counts of the complaint, that this Court will certify them as a class under Rule 23 of the Federal Rules of Civil Procedure.
2. As to all counts of the complaint, that Plaintiffs be awarded actual damages shown.
3. That as to count twelve, that Plaintiffs be awarded punitive damages.
4. On count thirteen of the complaint, that this Court declare that World Airways is legally obliged to honor Plaintiffs tickets and provide return transportation for Plaintiffs on the return leg of their trips back to Nigeria.
5. That this Court award Plaintiffs all costs and attorneys fees incurred in connection with this litigation.
6. That this Court issues an order requiring World Airways to return Plaintiffs to Nigeria pursuant to the terms of their tickets or in such other equitable manner as the Court may, in its discretion, decree.
7. That this Court grant such other relief as it determines to be just and equitable.

Respectfully submitted,

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