UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

KRISTINA WRIGHT, individually and on behalf of all others similarly situated, Plaintiff, v. DELTA AIR LINES, INC., Defendant.	Action No.: **DEMAND FOR JURY TRIAL**

CLASS ACTION COMPLAINT

Plaintiff Kristina Wright ("Plaintiff") brings this class action against Defendant Delta Air Lines, Inc. ("Delta" or "Defendant") on behalf of herself and all others similarly situated. She alleges the following on personal knowledge as to herself and, as to all other matters, on information and belief based on counsel's investigation:

NATURE OF THE CASE

1. Delta charged Plaintiff a UK tax that she did not owe. This class action challenges Delta's practice of charging and keeping United Kingdom Air Passenger Duty ("APD") for children whom UK law exempts from it—money that was not "collectable" from Plaintiff under Delta's own Contract of Carriage.

2. APD is a duty charged for each chargeable passenger on a flight departing from a UK airport, and the airline operating the flight owes it. Since March

1, 2016, UK law has exempted children under 16 who fly in the lowest class: "[a] child who has not attained the age of 16 years is not a chargeable passenger in relation to a flight if the child's agreement for carriage— (a) is evidenced by a ticket, and (b) provides for standard class travel in relation to every flight on the child's journey." On an aircraft with more than one class, "standard class travel" means "the lowest class of travel available on the aircraft," unless its seats "have a pitch exceeding 1.016 metres (40 inches)."[1]

3. Delta charged Plaintiff APD for her three youngest children—C.W., S.W., and N.W., all under 16—even though each flew in Delta's Main Cabin, the lowest class of travel, on every flight of a round trip between Columbus, Ohio and London-Heathrow. When Plaintiff asked for a refund, Delta refused by telephone. Its Refunds team then rejected her written request because the tickets had been used, without ever addressing the tax or the exemption.

4. Plaintiff sues on behalf of herself and a class of people who paid Delta for tickets that carried APD charges for exempt children—chiefly children under 16 flying from the United Kingdom in Delta Main, Delta Comfort, or any other class

[1] Finance Act 1994, c. 9, §§ 28(1)–(2), 30(10)–(12), 31(4ZA)–(4ZB) (UK); Finance Act 2015, c. 11, § 57 (UK) (inserting § 31(4ZA)–(4ZB) and applying the age-16 threshold to carriage beginning on or after March 1, 2016); HM Revenue & Customs, *Exemptions from Air Passenger Duty* (Jan. 29, 2018), https://www.gov.uk/guidance/exemptions-from-air-passenger-duty ("Children under 16 years old on the date of the flight, and in the lowest class of travel, are exempt.") (last visited Oct. 31, 2026); HM Revenue & Customs, *Air Passenger Duty: Children's Exemption* (Dec. 10, 2014), https://www.gov.uk/government/publications/air-passenger-duty-childrens-exemption (last visited Oct. 31, 2026).

that Delta itself treated as standard class travel. She asserts claims for breach of contract; in the alternative, unjust enrichment and money had and received; and declaratory relief.

JURISDICTION AND VENUE

5. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(d)(2) because (a) at least one Class member, including Plaintiff, is a citizen of a State different from Delta; (b) the amount in controversy exceeds $5,000,000, exclusive of interest and costs; (c) the proposed Class has at least 100 members; and (d) no exception under 28 U.S.C. § 1332(d) applies.

6. The Court has personal jurisdiction over Delta because Delta's principal place of business is in this District and the conduct at issue occurred in and emanated from this District.

7. Venue is proper in this District under 28 U.S.C. § 1391(b)(1) and (b)(2) because Delta resides in this District and a substantial part of the events giving rise to the claims occurred here.

PARTIES

8. Plaintiff Kristina Wright is a resident and citizen of Wapakoneta, Ohio. Her minor children, C.W., S.W., and N.W., are identified by their initials under Fed. R. Civ. P. 5.2(a)(3). During the Class Period, she bought Delta tickets for her

children departing from the United Kingdom and paid APD for them. Had Delta honored the APD child exemption, she would not have paid it.[2]

9. Defendant Delta Air Lines, Inc. is a Delaware corporation with its principal place of business and headquarters at 1030 Delta Boulevard, Atlanta, Georgia 30354, within this District.[3] Delta operates scheduled passenger service in the United States and internationally, including flights departing from the United Kingdom that are subject to APD.

FACTUAL BACKGROUND

10. On June 2, 2026, Plaintiff bought six round-trip tickets on www.delta.com (confirmation number H5AVVK) for travel between Columbus, Ohio and London-Heathrow, connecting in Atlanta, departing July 14 and returning July 28, 2026.

11. The six passengers were Plaintiff; Adam Wright; A.W., then 16; and Plaintiff's three younger children, C.W. (born 2021), S.W. (born 2022), and N.W. (born 2024), each under 16 when they traveled. Because A.W. had turned 16, Plaintiff does not seek the APD charged for A.W.

[2] "Class Period" means the period during which Delta charged APD for children exempt from that duty. Its precise boundaries will be determined through discovery. It begins on the earliest date permitted by the applicable statute of limitations, taking into account tolling, concealment, and accrual, and ends on the date of judgment or of preliminary approval of a settlement.

[3] Delta Air Lines, Inc., Annual Report (Form 10-K) (filed Feb. 11, 2026).

12. All six passengers were ticketed for standard class travel in Delta's Main Cabin under the "Main Classic" fare, fare class "V," on every flight of the journey: Columbus–Atlanta (DL 1522), Atlanta–London-Heathrow (DL 30), London-Heathrow–Atlanta (DL 31), and Atlanta–Columbus (DL 1545).

13. Standard class travel is the lowest class on the aircraft, so long as its seats have no more than 40 inches of pitch. *See supra* ¶ 2. On every aircraft type Delta flies from the United Kingdom—the Airbus A330-200, A330-900neo, and A350-900 and the Boeing 767-300ER and 767-400ER—Delta Main seats have 31 to 33 inches of pitch.[4]

14. Delta Main consists of three options: Main Basic, Main Classic, and Main Extra. These options are different fares, not different cabins. Passengers on all three sit in the same Main Cabin seats, with the same seat pitch. The fares differ only in extras such as seat selection, boarding order, mileage, and refundability.

15. Delta Comfort is an extra-legroom product within the same economy class. Its fares are booked in fare classes "W" and "S," and Delta markets it as

[4]Delta Air Lines, Inc., Airbus A330-200 (332), https://www.delta.com/us/en/aircraft/airbus/a330-200; Airbus A330-900neo (339), https://www.delta.com/us/en/aircraft/airbus/a330-900; Airbus A350-900, https://www.delta.com/us/en/aircraft/airbus/a350; Boeing 767-300ER, https://www.delta.com/us/en/aircraft/boeing/767-300er; Boeing 767-400ER (764), https://www.delta.com/us/en/aircraft/boeing/767-400er (all last visited Nov. 2, 2026) (listing Delta Main seat pitch of 31–33 inches on the Airbus A330-200 and A330-900neo and 31–32 inches on the Airbus A350-900 and the Boeing 767-300ER and 767-400ER).

offering benefits "in addition to the benefits of Delta Main."[5] On every aircraft type Delta flies from the United Kingdom, Delta Comfort seats have 34 inches of pitch—well under the 40-inch statutory limit.[6]

16. Together, Delta Main and Delta Comfort are the lowest class of travel, as Delta's own APD charges confirm.

17. Delta's own APD charges prove the point. For flights to the United States, APD is charged at a "reduced rate" of £102 when the passenger's agreement for carriage "provides for standard class travel in relation to every flight on the passenger's journey," and at a "standard rate" of £244 otherwise.[7] Delta charged each adult in Plaintiff's party $137.30—the £102 reduced rate—for Main Classic, and it charges the same reduced rate for Delta Comfort.[8] That rate turns on the exact condition that exempts children under 16: standard class travel on every flight of the journey. So each time Delta charged a child under 16 the reduced rate, Delta itself determined that the child owed no APD at all. Delta charged C.W., S.W., and N.W.

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[5] Delta Air Lines, Inc., *Delta Comfort*, Delta Professional, https://pro.delta.com/content/agency/gb/en/products-and-services/in-flight/delta-comfort-plus.html (last visited Nov. 2, 2026); Delta Air Lines, Inc., *Delta Comfort+*, Delta Professional, https://pro.delta.com/content/agency/us/en/products-and-services/in-flight/delta-comfort-plus.html (last visited Nov. 2, 2026) ("Delta Comfort+ fares are booked in 'W or S' Class.").

[6] See sources cited supra note 4 (each listing a Delta Comfort seat pitch of 34 inches).

[7] Finance Act 1994, c. 9, § 30(2A) & sch. 5A, pt. 1A (UK) (listing the United States); HM Revenue & Customs, *Air Passenger Duty: Rates from 1 April 2026 to 31 March 2027* (Oct. 30, 2024), https://www.gov.uk/government/publications/changes-to-air-passenger-duty-rates-from-1-april-2026/air-passenger-duty-rates-from-1-april-2026-to-31-march-2027 (last visited Oct. 31, 2026).

[8] Based on counsel's investigation of fares offered on www.delta.com for travel from London-Heathrow to Atlanta on November 2, 2026, Delta charged APD of £102 per passenger for both Delta Main and Delta Comfort fares on the same flight.

that reduced rate. Delta cannot have it both ways. If Delta Comfort were a separate, higher class, UK law would have required Delta to pay the £244 standard rate for every Delta Comfort passenger, not the £102 it charges. By charging the reduced rate, Delta has treated Delta Main and Delta Comfort alike as standard class travel.

18. Delta's website required Plaintiff to enter each passenger's name and date of birth, including each child's, before it priced the tickets.

19. Delta therefore knew each child's age, and had ticketed each child in the Main Cabin, when it charged APD of $137.30 for all six passengers: $823.80 in total, $411.90 of it for three exempt children.

20. Delta's receipt listed "United Kingdom - Air Passenger Duty (APD) (GB)" as a separate $137.30 charge for each passenger, apart from the fare, carrier surcharges, and other government taxes and fees.

21. Delta's Contract of Carriage, Exhibit A, governs its international tickets, including Plaintiff's. It provides that fares exclude "any taxes, or other government or airport-imposed service charges," and that "[a]ny tax or other charge imposed by government or airport authority and collectable from a passenger will be in addition to the published fares and charges."[9]

[9] Delta Air Lines, Inc., Contract of Carriage: International, Rule 16(E) ("Taxes & Other Government Or Airport-Imposed Fees Or Charges"), https://www.delta.com/us/en/legal/contract-of-carriage-igr (last visited Oct. 5, 2026).

22. Delta may therefore add to the fare only government charges actually "collectable from" the passenger. It may not charge, or keep, amounts the passenger does not owe.

23. C.W., S.W., and N.W. were exempt from APD because of their age and class of travel. The $411.90 Delta charged for them was therefore not "collectable from" them under Delta's own Contract of Carriage.

24. After reviewing her receipt, Plaintiff noticed the APD charged for her three youngest children. On or about July 31, 2026, she called Delta to ask for a refund.

25. On that call, Plaintiff explained that C.W., S.W., and N.W. were under 16 and, as she understood it, exempt from APD, and asked for a refund. The representative refused, said the flights had already been taken, and told her to submit a complaint through Delta's website.

26. Later that day, she did. Her written request through Delta's website sought a refund of "the APD fare of $137.30 USD per child" and listed each child's name, age, and ticket number.

27. On August 23, 2026, a Delta Customer Care supervisor acknowledged the request under Case No. 21433720: "We understand you are requesting the APD fare to be refunded for your travelers under the age of 16." The supervisor transferred it to Delta's Refunds team.

28. The same day, the Refunds team denied it under Case No. 21924436. The denial never mentioned APD, the children's ages, or the exemption. It said instead that "[s]ince you have already used the ticket, unfortunately you are not eligible for a refund," and that "a refund is only due for the portion(s) of your ticket that were not used," and it pointed Plaintiff to Delta's policies on schedule changes, delays, and cancellations.

29. That reason has no basis in Delta's Contract of Carriage, which provides for refunds of taxes collected in error on nonrefundable international tickets, whether or not the ticket has been used.[10]

30. Delta has not refunded any of the APD it charged for Plaintiff's three youngest children.

31. Plaintiff paid for all six tickets, including that APD, by credit card. She has lost at least $411.90, plus interest.

CLASS ALLEGATIONS

32. Plaintiff brings this action individually and, under Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3), on behalf of a class defined as:

> **All persons who, within the applicable limitations period, paid APD to Delta Air Lines for a passenger who, on the date of that passenger's departure from the United Kingdom, had not attained the age of**

[10] Ex. A, Rule 23(B)(1) (Delta "will refund taxes, fees or charges collected upon nonrefundable tickets for international carriage only where required by law or where such taxes were collected in error and the passenger submits evidence of exemption from the tax, fee or charge to Delta in connection with a timely refund request").

sixteen (16) years and was ticketed in the lowest class of travel offered on every flight of the passenger's journey, whether operated by Delta or another airline—including any fare sold in Delta Main or Delta Comfort (the "Class").

33. Excluded from the Class are:

a. Defendant and any entities in which Defendant has a controlling interest;

b. Any entities in which Defendant's officers, directors, or employees are employed and any of the legal representatives, heirs, successors, or assigns of Defendant;

c. 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;

d. All persons or entities that properly execute and timely file a request for exclusion from the Class;

e. Any attorneys representing Plaintiff or the Class; and

f. Persons who have received from Delta a full refund of the APD charged for each such passenger who was under the age of 16 on the date of that passenger's departure from the United Kingdom.

34. This action satisfies Rule 23(a): the Class is so numerous that joinder of all members is impracticable; there are questions of law and fact common to the Class; Plaintiff's claims are typical of the Class's claims; and Plaintiff will fairly and adequately protect the Class's interests. It also satisfies Rule 23(b)(2) and (b)(3), as alleged below.

35. Plaintiff may modify the Class and subclass definitions, and add or remove subclasses, as discovery proceeds and before the Court rules on certification.

36. **Numerosity:** The Class is too large for joinder. Its exact size can be determined from Delta's records. Given Delta's passenger volume and its many weekly flights from the United Kingdom, the Class likely includes thousands of members.

37. **Commonality and predominance:** Common questions of law and fact will drive the resolution of this case and predominate over any individual questions. They include:

a. whether Defendant's Contract of Carriage obligates Defendant to charge only those government taxes and fees actually due from a given passenger;

b. whether Defendant charged APD for children exempt from that duty under UK law;

c. whether Defendant breached its contract with Class members by charging and retaining APD for exempt children; and

d. the appropriate measure of restitution, damages, or other relief resulting from Defendant's conduct.

38. **Typicality:** Plaintiff's claims are typical of the Class's claims. Like every Class member, Plaintiff paid APD to Delta for a child exempt from that duty.

39. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the Class. She has no interests antagonistic to those of other Class members and seeks no relief adverse to them. She is represented by counsel experienced in consumer protection, contract, and class action litigation.

40. **Superiority:** A class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Each Class member's claim is small relative to the cost of litigating against Delta, so individual suits would be economically impractical. A single proceeding will also avoid duplicative litigation and the risk of inconsistent results.

CLAIMS FOR RELIEF

COUNT I
Breach of Contract
(On behalf of Plaintiff and the Class)

41. Plaintiff incorporates the preceding allegations in paragraphs 1 through 40.

42. Delta's Contract of Carriage and the ticket purchased by each Class member form a valid, binding contract between Delta and each Class member, including Plaintiff.[11]

43. Under that contract, Delta may charge each passenger, on top of the fare, only government taxes and fees actually "collectable from" that passenger.

44. APD was not collectable for C.W., S.W., or N.W. Each was under 16 and ticketed for standard class travel on every flight, so none was a chargeable passenger. *See supra* ¶ 2.

[11]See supra ¶ 21 (quoting Rule 16(E) of Delta's Contract of Carriage) and Exhibit A.

45. Delta breached its contract with Plaintiff and each Class member by charging and retaining APD for children exempt from that duty.

46. As a direct and proximate result of Delta's breach, Plaintiff and the Class have been damaged in the amount of the APD Delta wrongly charged and kept, including at least $411.90 for Plaintiff.

COUNT II
Unjust Enrichment
(Pleaded in the Alternative, on behalf of Plaintiff and the Class)

47. Plaintiff incorporates the preceding allegations in paragraphs 1 through 40.

48. This Count is pleaded in the alternative, in case the Court finds that no enforceable contract term governs Delta's collection of APD for exempt children. It seeks restitution of amounts Delta billed as a government tax that no government imposed: APD is owed by the aircraft operator only for chargeable passengers, and these children were not chargeable. This Count imposes no obligation beyond what Delta undertook in its Contract of Carriage—not to charge or keep amounts not "collectable from" a passenger—and so is not preempted by the Airline Deregulation Act.[12]

[12] 49 U.S.C. § 41713(b)(1) (preempting state laws "related to a price, route, or service of an air carrier"); *Am. Airlines, Inc. v. Wolens*, 513 U.S. 219, 228–33 (1995).

49. Delta received and kept APD payments from Plaintiff and the Class for children exempt from that duty.

50. Delta gave Plaintiff and the Class nothing in return for those payments, and keeping them is unjust.

51. Delta should disgorge, and Plaintiff and the Class are entitled to restitution of, all APD wrongly charged and kept for exempt children.

COUNT III
Money Had and Received
(Pleaded in the Alternative, on behalf of Plaintiff and the Class)

52. Plaintiff incorporates the preceding allegations in paragraphs 1 through 40.

53. Plaintiff brings this Count individually and on behalf of the Class. For the reasons stated in Count II, it is not preempted by the Airline Deregulation Act.

54. Delta received money from Plaintiff and each Class member in the form of APD charged for exempt children.

55. That money belonged to Plaintiff and to each member of the Class.

56. Delta has not returned that money.

57. Equity and good conscience do not permit Delta to retain money that was not lawfully collectable from Plaintiff and the Class. Plaintiff and the Class seek the return of that money in an amount to be proven at trial.

58. Plaintiff and the Class seek all available remedies, including actual, nominal, and compensatory damages.

COUNT IV
Declaratory Relief, 28 U.S.C. § 2201
(On behalf of Plaintiff and the Class)

59. Plaintiff incorporates the preceding allegations in paragraphs 1 through 40.

60. Plaintiff brings this claim individually and on behalf of the Class.

61. The Declaratory Judgment Act authorizes federal courts to "declare the rights and other legal relations of any interested party seeking such declaration."[13]

62. An actual controversy exists between Plaintiff and the Class, on one side, and Delta, on the other, over whether Delta's Contract of Carriage permits Delta to charge and keep APD for children exempt from it.[14]

63. Plaintiff and the Class were injured when Delta charged them APD they did not owe, and the injury will continue as long as Delta keeps charging it. Damages for past charges will not end the dispute: Delta still sells tickets for exempt children and, absent a declaration, will keep charging APD for them, including for Class members whose claims accrue during this case.

64. The Court should declare that Delta's Contract of Carriage does not permit Delta to charge or retain APD for children exempt from that duty.

[13] 28 U.S.C. § 2201(a).
[14] See supra ¶ 21 (quoting Rule 16(E) of Delta's Contract of Carriage).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the proposed Class, requests judgment against Defendant as follows:

a. For an order certifying the proposed Class, appointing Plaintiff as class representative and her counsel as class counsel, and directing that notice be given to Class members at Defendant's expense;

b. For damages suffered by Plaintiff and members of the proposed class;

c. For restitution to Plaintiff and the proposed class of all monies wrongfully obtained by Defendant;

d. For injunctive relief requiring Defendant to cease and desist from engaging in the unlawful practices alleged in the Complaint;

e. For declaratory relief as set forth in Count IV;

f. For Plaintiff's reasonable attorneys' fees, as permitted by law;

g. For Plaintiff's costs incurred;

h. For pre-judgment and post-judgment interest at the maximum allowable rate on any amounts awarded; and

i. For such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues so triable.

Dated: November 10, 2026

Respectfully submitted,

By: */s/ Casondra Turner*

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**Pro Hac Vice Application Forthcoming*

CERTIFICATE OF COMPLIANCE WITH RULE 7.1(D)

The undersigned hereby certifies that the foregoing complaint has been prepared in Times New Roman 14-point font, which is approved by the Court in LR 5.1.

/s/ Casondra Turner
Casondra Turner