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Sixth Circuit affirms dismissal of unjust enrichment class action, ruling that airline customer's purchase of travel assistance was "just" as a matter of law

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Takeaway: Unjust enrichment is one of the most commonly asserted causes of action in class actions seeking compensatory damages. Equitable considerations form the foundation of unjust enrichment claims under the laws of many states, and those "fairness aspects" tend to be fact-intensive. In *Trotta v. American Airlines, Inc.*, Case No. 24-1681, 2025 WL 1144779 (6th Cir. Apr. 18, 2025), however, the Sixth Circuit dispensed with an unjust enrichment claim, ruling that the consumer transaction at issue was "just" as a matter of law and affirming the district court's dismissal of the unjust enrichment claim.

Kelly Trotta purchased a plane ticket as well as "travel assistance" (which includes destination information and concierge services, among other things) on American Airlines' website. The website disclosed that the travel assistance was "recommended/offered/sold by 3rd party, Allianz Global Assistance, not American Airlines." 2025 WL 1144779, at *1. But after Ms. Trotta learned that American Airlines received a "cut" of her travel assistance payment to Allianz Global, she sued the airline on behalf of herself and a putative class of "travel assistance consumers," alleging breach of contract and unjust enrichment. *Id*.

American Airlines moved to dismiss, and the district court granted the motion. Regarding the unjust enrichment claim, the district court dismissed the claim on the ground that Ms. Trotta did not confer a "direct benefit" to American Airlines, given that she made her payment directly to Allianz Global, and therefore at best conferred only an "indirect benefit" on American Airlines (whereas Michigan unjust enrichment law, according to the district court, required the conferral of a "direct benefit" to sustain an actionable claim). *Id.* at *2.

The Sixth Circuit panel found it unnecessary to resolve the "direct" versus "indirect" benefit debate under unjust enrichment law, however, given that American Airlines' retention of the amount paid to it by Allianz Global was "just" or otherwise equitable as a matter of law.

An unjust enrichment claim under Michigan law "requires (1) an enrichment (2) that is unjust." *Id*.. According to the panel, there was no "injustice": "Trotta got what she bargained for—travel assistance. That is not inequitable. She voluntarily paid the listed price for travel assistance and received that service in return. Where's the inequity in that? Any fees remitted to American didn't injure Trotta: she still got what she paid for." *Id*. (citations omitted).

The panel rejected Trotta's argument that American was unjustly enriched by receiving a portion of her payment to Allianz Global in exchange for doing nothing, remarking that "American provided Trotta with the opportunity to buy travel assistance along with her plane ticket. In doing so, American saved Trotta the time and trouble of buying travel assistance separately." *Id*. "Convenience has a cost," said the panel. *Id*.

The panel also rejected Ms. Trotta's argument that American Airlines misled her in disclosing that the travel assistance was "recommended/offered/sold" by Allianz Global, observing that this statement was silent on the issue of American Airlines receiving a "cut," and further noting that it was "self-evident" the airline would receive remuneration for providing Allianz Global with access to such a viable distribution channel as American Airlines' website. *Id.* at *3.

The panel concluded by noting that "making money is still allowed" and that "American's continued possession of that money isn't inequitable." *Id*.

The *Trotta* decision shows that, while many class action defendants face an unjust enrichment claim in addition to other claims (in *Trotta*, the plaintiff also had alleged a breach of contract claim, although she did not appeal the dismissal of that claim), the "unjust" element of that claim allows for common-sense arguments focused on the practical realities of the challenged transaction.