JUDGE TORRES

UNITED STATES DISTRICT COURT
SOUTHER DISTRICT OF NEW YORK

----------X

PLANETARIUM TRAVEL, INC.,

Plaintiff,

-against-

ALTOUR INTERNATIONAL INC., ALTOUR AIR L.L.C., ALTOUR SERVICE INC., and ALTOUR MANAGEMENT TECHNOLOGY L.L.C.,

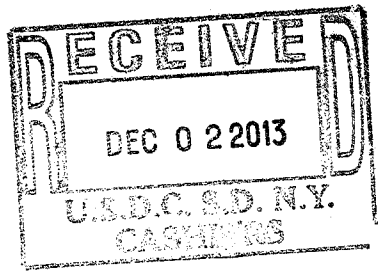
Defendants.

----------X

13 CV 8538

Docket No.

COMPLAINT



Plaintiff PLANETARIUM TRAVEL, INC. (hereinafter, "Planetarium") by and through their attorneys DeTOFFOL & ASSOCIATES, Attorneys At Law, hereby brings this civil action against the defendants ALTOUR INTERNATIONAL INC. (hereinafter, "Altour Int'l."), ALTOUR AIR L.L.C. (hereinafter, "Altour Air"), ALTOUR SERVICE INC. (hereinafter, "Altour Service"), and ALTOUR MANAGEMENT TECHNOLOGY L.L.C. (hereinafter "Altour Management"), and together (collectively, "Defendants" or "Altour"), complaining and alleging, upon information and belief, at and about all relevant times, as follows:

Nature Of The Case

1. This Complaint is filed under §§ 1 and 2 of the Sherman Act (15 U.S.C. §§ 1 and 2), and by supplemental jurisdiction the Donnelly Antitrust Act (New York General Business Law § 340), and related New York State common law claims to recover the damages resulting from the alleged violations, as well as plaintiff's costs of suit, including attorneys and experts fees.

2. The subject nature of plaintiff Planetarium's business operations is in providing

travel related services predominantly through promoting, advising, executing and selling to the U.S. general public discounted first and business airline flight tickets directly and through other travel agencies, and also, discounted bookings for lodging and travel related services.

3. American Express Travel Related Services Company, Inc. ("Amex") controls a major market share of the supply, distribution and sale of discounted first and business class airline tickets, as well as lodging and travel related services, through its massive advertising campaigns, cardholder membership, wholly owned travel offices, franchised travel representative offices, preferred supplier affiliates, and otherwise.

4. For the past seventeen (17) years Planetarium from its past relationship with Amex: (i) gained access for the mainstay of its clients to sell discounted first and business class airline flight tickets; and separately too (ii) procured from Amex its supply of discounted lodging and travel related services for sale to its clients, which facilitated its sale of the aforementioned airline tickets to those clients.

5. The defendant Altour controls a major market share of the supply, distribution and sale of discounted first and business class airline tickets, and lodging and travel related services to the U.S. general public and other travel agencies.

6. Altour devised, implemented and effected anti-competitive practices and restrictions, with the specific purpose and intent to prohibit Planetarium from participating in the markets relating to Amex network of travel agencies, affiliates and card members, to insulate itself from price competition and with the intent obtain and maintain monopoly power thereon, and effect the general public by a price rise for discounted first and business class airline tickets.

Parties, Jurisdiction and Venue

7. Plaintiff PLANETARIUM TRAVEL, INC. ("Planetarium") is a corporation duly formed and incorporated in the State of New York, County of New York, conducting business and having its principal place of business at 108 West 81st Street, New York, New York.

8. Defendant ALTOUR INTERNATIONAL, INC. ("Altour Int'l") is a corporation duly formed and incorporated in the State of Delaware, and registered as a foreign corporation in the State New York, conducting and transacting business the City, County and State of New York.

9. Defendant ALTOUR AIR L.L.C. ("Altour Air") is a limited liability company duly formed and incorporated in the State of Delaware, and registered as a foreign limited liability company in the State New York, conducting and transacting business the City, County and State of New York.

10. Defendant ALTOUR SERVICE INC. ("Altour Service") is a corporation duly formed and incorporated in the State of New York, Nassau County, conducting and transacting business the City, County and State of New York.

11. Defendant ALTOUR MANAGEMENT TECHNOLOGY L.L.C. ("Altour Management") is a limited liability company duly formed and incorporated in the State of New York, New York county, conducting and transacting business the City, County and State of New York.

12. Venue is proper in this judicial district under 15 U.S.C. § 22 and 28 U.S.C. §§ 1391 (b) and (c) because defendants transact business here, and a substantial part of the events giving rise to the claims occurred in this District.

Background

13. In 1995 when airlines had stopped giving commissions, plaintiff Planetarium saw that like itself, traditional travel agency business models would go defunct. Indeed in the following ten years some fifteen-thousand such agencies went out of business.

14. The only way to stay in business was to align the agency with a much larger partner. Planetarium signed on by franchise agreement with American Express Travel Related Services Company, Inc. ("Amex"), a subsidiary of the renowned major credit card company. With Planetarium having become an Amex travel representative office, that completely changed the way it did business.

15. Planetarium necessarily had to orient itself toward Amex's 35 million card members, including offering Amex discounts on airline tickets, hotel, tour operators, and the like.

16. Planetarium was given access to Amex's wholly owned travel offices, other Amex travel representative office franchisees, and preferred supplier affiliates (all together, "Network") by invitation only attendance to at least sixty (60) conferences, meetings, roundtables, and training sessions designed to bring more business to Amex.

17. Planetarium had proprietary agreements with other travel supply entities for obtaining high volume commitments to discounted first and business class airline tickets for resale, with which Planetarium as a ticket consolidator built its business in obtaining these deeply discounted first and business class airline tickets to serve the Network, Amex card members, and the general public at large ("Relevant Markets").

18. Amex complained to their travel representative offices, that they were only capturing about nine percent (9%) of their card member travel spending, and pressured

its Amex travel representative offices and wholly owned offices to increase those travel expenditure figures as a condition to stay in the Network.

19. Planetarium found its niche in selling discounted first and business class airline tickets, accommodations and travel related services, which included in large part, corporate clients such as Lord Abbott, Dannon, Banco Santander, General Atlantic, Oppenheimer, and others.

20. With Amex association Planetarium could sell its deeply discounted airline tickets, directly and through the Network, to Amex card members, and sustain volumes as a ticket consolidator to sell to its general public clients as well.

21. The Amex association also afforded Planetarium the opportunity to provide all of its clients a package of hotel discounts, overrides, and other advantages procured from Amex, and support and finalize those sales to the Amex card member clients having authorization to convert Amex Membership-Rewards® points into travel credits, present certain Amex cardholders two-for-one ticket offers, and offer them discounted hotel rates and/or other Amex sponsored cruise and tour amenities.

22. During the prior approximate seventeen (17) years from 1995 to 2012, and since the year 2000 with sales of more than 30 million dollars ($30,000,000) per year, Planetarium provided discounted first and business class airline tickets and travel related services directly and through the Network to Amex card members, which constituted approximately eighty-five percent (85%) of Planetarium's revenues; and sustain volumes as a ticket consolidator to sell to its general public clients constituting the balance of approximately fifteen percent (15%) of its revenues. Access to the Network and Relevant Markets were key components to Planetarium's business, and without it Planetarium's business would fail.

23. Planetarium's franchise agreements were renewed each successive year with self-executing rights of renewal until on or about December 2009, when Planetarium received a notice from Amex indicating that it was not going to renew Planetarium's status as an Amex travel representative office (franchisee) and be terminated as of March 31, 2010 - despite the fact that Planetarium had dutifully served Amex faithfully, successfully, and without incident for over seventeen (17) years, with exception to pressure from Amex on it and other Amex travel representative offices to increase Amex card member travel spending amounts, and for Planetarium to not deeply discount its airline ticket sales to Amex card member clients.

24. Altour is one of the world's largest independent travel enterprises with a billion dollars in leverage, and $850 million in annual sales amongst its business travel lines. Altour bears influence and control, among other markets in the travel industry, as a discount airline ticket consolidator for first and business class airline tickets, and in the resale of such tickets to the general public.

25. Altour held itself out to Amex as a key strategic participant in the discounted first and business class airline ticket acquisition and resale market, with the intention to have Amex discourage its Network from dealing with Planetarium at the times and events coincident with Planetarium's termination.

26. Altour offered and persuaded to do business with Amex, on conditions among others, that Amex would cease doing business with Planetarium, and whereby Altour would exclusively sell discounted first and business class airline tickets through the Network to the Amex card members.

27. Altour offered and persuaded to do business with Amex, with the intention to sell its discounted first and business class airline tickets to the Amex card members at ultimately higher prices.

28. Nearly three and a half (3 1/2) months prior to its anniversary renewal date, Amex notified Planetarium of non-renewal to its franchise agreement without reason.

29. Planetarium was the only one of several hundred Amex travel representatives offices to not be renewed.

30. With said termination of Planetarium's relationship with the Amex, Planetarium was stripped and proscribed from the Network and from selling discounted first and business class airline tickets to Amex card members, and consequently too, sabotaged the ability to sustain volumes as a ticket consolidator to sell to its general public clients.

31. Altour replaced Planetarium's contractual standing, intending to drive Planetarium out of business by making Planetarium's relationships with its customers essentially worthless, cost some thirty two (32) employees of Planetarium their jobs, and leave Planetarium close to three million dollars ($3,000,000.00) of debt, and no ability to pay.

32. Defendant Altour engaged in a contractual relationship with Amex which was similar, if not identical to that which Planetarium had previously enjoyed with and through Amex, however also attained certain exclusive rights not heretofore had by Planetarium. Incorporated herein by reference are the attached: Annex 1, press releases on the deal, from the websites of Travel Agent Central, and Bloomberg Online; and Annex 2, Google paid advertising, and select Altour website screen shots.

33. Moreover Altour pursued Amex to attain its designation as the official and exclusive provider of Amex travel services to all Amex U.S. travel representative offices, including but not limited to providing discounted first and business class airline tickets.

34. Without pro-competitive purpose or justification Altour signed on to its terms as an Amex travel representative office franchisee, while contemporaneously pressuring Amex to terminate its franchise long term relationship with Planetarium.

35. Altour sought to impose sought to restriction and restrain Planetarium's association with the Network and Relevant Markets by way of pressure on Amex to terminate its relationship with Planetarium.

36. Altour sought to impose sought to insulate itself from price competition in the Relevant Markets by way of pressure on Amex to terminate its relationship with Planetarium.

37. Altour sought to restrain Planetarium's right-to-do business, and for all intents and purposes terminate Planetarium's trade with the Network, and all Amex card members including the approximate fifty-thousand (50,000) Amex card member clients Planetarium had already serviced, and the general public, and allocate for itself and expand its own business thereon to sell its discounted first and business class airline tickets, insulated and without price competition.

38. Altour recently achieved the full goal in its plan to restrain Planetarium from the Relevant Markets, and insulate itself from price competition, when by attrition Planetarium recently entered a private wind-down and liquidation process, and was forced to settle contract based litigation with Amex under terms of confidentiality.

39. Planetarium now seeks to recover for its economic business loss damages and make itself whole, with just, fair and full compensation through this present action against Altour.

COUNT I
Per Se Trade Restraint Violation Of Sherman Act (15 USC § 1)

40. Plaintiff realleges and incorporates by reference each of the paragraphs set forth above.

41. Defendants violated Section 1 of the Sherman Act (15 USC § 1) by, during the relevant times, having willfully, knowingly, intentionally and with specific intent to do so, approached and combined with Amex, each possessing and exercising market power, conspiring to restrain fair competition in the Relevant Markets, by the monopolistic means and the overt acts set forth above through their agreement, which unreasonably restrains competition per se by and through defendants' horizontal price fixing and horizontal market division affecting interstate commerce.

42. As a direct and proximate result of the conduct alleged herein, including Altour's implemented contract preclusion, plaintiff has suffered the effect of elimination, limitation, foreclosure, boycott and otherwise by Altour, and consequently the Network and Amex card members, and separately too was incapacitated from the supply of deeply discounted first and business class airline tickets to service its general public clients, all that it would have obtained in the unfettered Relevant Markets it had enjoyed while associating with Amex, and thereby injured in its business and property.

43. As a direct and proximate result of the conduct alleged herein, defendants' violations plaintiff have injured in its business and property in an amount to be determined at trial, and is entitled to recover treble damages.

COUNT II
Rule Of Reason Trade Restraint Violation Of Sherman Act (15 USC § 1)

44. Plaintiff realleges and incorporates by reference each of the paragraphs set forth above.

45. Defendants violated Section 1 of the Sherman Act (15 USC § 1) by, during the relevant times, having willfully, knowingly, intentionally and with specific intent to do so, approached and combined with Amex, each possessing and exercising market power, conspiring to restrain fair competition in the Relevant Markets, by the exclusivity terms that Altour attained and the contract preclusion it implemented against the plaintiff, which constituted an unreasonable restraint on competition within the meaning of the rule of reason, and had the following effects:

a) increased the price of discounted first and business class tickets for Amex card members;

b) increased the price of first and business class tickets to supra-competitive levels for other discount consolidators including the plaintiff, by destroying their capacity to procure them in sufficient volumes hence raising the ultimate resale price to the general public as well, and whereby the other consolidators like plaintiff unilaterally determine their own retail prices, but in doing so each must take into consideration the higher costs it incurs due to Altour's anticompetitive conduct in taking over the Relevant Markets' volumes;

c) there were no pro-competitive justifications for Planetarium's contract preclusion and, even if such justifications existed, any possible pro-competitive benefit could have been obtained by less restrictive alternatives; and

d) actual and potential competition has been restrained, suppressed and eliminated

instead of free, open and competitive markets, and a restraint of trade in the Relevant Market has been established, maintained, furthered and enhanced.

46. As a direct and proximate result of the conduct alleged herein, defendants' violations, plaintiff has suffered the effect of elimination, limitation, foreclosure, boycott and otherwise by Altour, and consequently the Network and Amex card members, and separately too was incapacitated from the supply of deeply discounted first and business class airline tickets to service its general public clients, all that it would have obtained in the unfettered Relevant Markets it had enjoyed while associating with Amex, and thereby injured in its business and property.

47. As a direct and proximate result of the conduct alleged herein, defendants' violations plaintiff have injured in its business and property in an amount to be determined at trial, and is entitled to recover treble damages.

COUNT III
Monopoly Attempt Violation Of Sherman Act (15 USC § 2)

48. Plaintiff realleges and incorporates by reference each of the paragraphs set forth above.

49. Defendants violated Section 2 of the Sherman Act (15 USC § 2) by, during the relevant times, willfully, knowingly, intentionally and with specific intent to do so, possessing and exercising market power alone and in combination, attempted to monopolize the Relevant Markets effected by the means and the overt acts set forth above, and in the following manner.

50. Altour in its aforementioned actions, agreements, implementations and practices, apart or together with Planetarium's contract preclusion, constituted control in the supply

and price of discounted first and business class airline tickets in the U.S. Relevant Markets; eliminated, reduced, limited and/or foreclosed on actual and potential competition those markets; and excluded and foreclosed other persons or entities from participating in or entering those markets; and injured and eliminated competition those markets.

51. As a direct and proximate result of the conduct alleged herein, Altour controls such a substantial share of the U.S. Relevant Markets and exercises power in these markets to such a substantial degree that, when coupled with its predatory and exclusionary conduct, a dangerous likelihood existed and exists that it would and will monopolize these markets.

52. These attempts to monopolize have had, and are likely to have, among other things, the effects that actual and potential competition in the U.S. Relevant Market has been and will be restrained, suppressed and eliminated; the Network, Amex card members and the plaintiff have paid, and are likely to pay, artificially inflated prices for discounted first and business class airline tickets; ticket consolidators of deeply discounted first and business class airline tickets including plaintiff, have been excluded, and will likely continue to be excluded, from being able to purchase sufficient amounts of those tickets; ticket consolidators of deeply discounted first and business class airline tickets including plaintiff have been injured in their business and property; and instead of free, open and competitive markets, a monopoly in the U.S. Relevant Markets has been established, maintained, furthered and enhanced.

53. As a direct and proximate result of the conduct alleged herein, defendants' violations plaintiff have injured in its business and property in an amount to be determined at trial, and is entitled to recover treble damages.

COUNT IV
(Violations Of New York State Donnelly Act)

54. Plaintiff realleges and incorporates by reference each of the paragraphs set forth above.

55. Defendants have violated the Donnelly Antitrust Act, General Business Law § 340 (the "Donnelly Act") by, during the relevant times, having willfully, knowingly, intentionally and with specific intent to do so, propagated and committed the acts and actions, and caused the effects and damages, and with commensurate relation and reason, as set forth in Count I, II and III above, incorporated herein by reference thereto, as if respectively set forth herein.

56. As a direct and proximate result of the conduct alleged herein, defendants' violations plaintiff have injured in its business and property in an amount to be determined at trial, and is entitled to recover treble damages.

COUNT V
(Tortious Interference/Lost Business Opportunity

57. Plaintiff realleges and incorporates by reference each of the paragraphs set forth above.

58. Defendants' course of conduct in its dealings were both negligent and in bad faith, and occurred in such manner to cause the plaintiff to lose contract relations with and prospective economic gain from and through Amex, as well as the Amex card members, and the general public in the Relevant Markets, and other dealings known to the defendants.

59. As a direct and proximate result of the conduct alleged herein, and solely by

reason of the foregoing, plaintiff has sustained damages to its goodwill and other economic business and property damages in an amount in excess of the jurisdictional limit requirements of this Court, no part of which has been paid by defendants, for which sum plaintiff is entitled to judgment against defendants.

Prayer for Relief

WHEREFORE, plaintiff prays for judgment against defendants as follows:

a. Under Counts I and II, that the Court adjudge and decree that defendant engaged in an unlawful contract, combination and conspiracy in violation of Section 1 of the Sherman Act, 15 USC § 1;

b. Under Count III, that the Court adjudge and decree that defendant unlawfully monopolized and engaged in an unlawful contract, combination and conspiracy to monopolize in violation of Section 2 of the Sherman Act, 15 USC § 2;

c. Under Count IV, that the Court adjudge and decree that defendant engaged in violations of the Donnelly Antitrust Act, General Business Law § 340;

d. Under Count V, that the Court adjudge and decree that defendant engaged in violations of the New York State common law principles against tortuous interference with contract;

e. That plaintiff recover threefold the damages it sustained;.

f. That plaintiff recover the costs of the suit, including reasonable attorneys' and experts' fees; and

g. That the Court grant such other, further or different relief as may be just.

Jury Demand

Plaintiff demands a trial by jury as to all issues so triable.

Dated: New York, New York
November 29, 2013

DETOFFOL & ASSOCIATES, Attorneys at Law
Attorneys for Plaintiff

By:

David J. DeToffol, Esq.
DETOFFOL & ASSOCIATES, Attorneys at Law
30 Broad Street, 35th Floor
New York, NY 10004
Tel.: (212) 962-2220

ANNEX 1

American Express and ALTOUR Join Forces

April 21, 2009
By: George Dooley

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ALTOUR, one of the world's largest independent agencies, has been selected as the official and exclusive provider of services for all **American Express U.S. Representative Travel Network Agency Members.** In exchange, ALTOUR has been invited to become a member of the U.S. Representative Travel Network, where member agencies will be able to leverage ALTOUR's proprietary travel services to increase their leisure and corporate sales.

In its announcement of the new joint program, American Express said ALTOUR services will supplement the products and programs American Express already makes available to leisure and corporate clients through its Representative Travel Network. This includes **American Express Vacations, Mariners' Club, Gold Card Destinations**, and its **Fine Hotels & Resorts Program.**

"This new relationship offers more opportunities for the Network to extend our leadership in the travel industry and provide access to American Express Travel benefits to an even larger group of customers and Cardmembers, said **Ellen Bettridge**, vice president of Retail Travel Network for American Express Travel.

"This agreement does not change the ownership structure of the company," said **Alexandre Chemla**, president and owner, ALTOUR. "Our collaboration with American Express allows us to partner with an industry giant to jointly employ our knowledge, technology and experience for the benefit of ALTOUR clients and the American Express Travel Network agencies while maintaining ALTOUR'S independent agency status, unique corporate identity and distinctive brand."

Established in 1991, and with a travel volume of over $570 million, ALTOUR is among the largest independent agencies serving the luxury and mid-market travel niches today. It has 21 offices and more than 700 travel professionals throughout the U.S. and in **Europe**.

Complementing its core travel management business, ALTOUR has developed a family of companies including **Altour Limousine, Altour Air, Altour Classic Cruise and Travel, Altour Travel Master, Altour Incentive Management,** and **Altour Management Technology**.

Visit www.ALTOUR.com.

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  - Podcasts
    - First Word
    - Surveillance
    - Taking Stock
    - More Podcasts

American Express Travel and ALTOUR Announce an Agreement to

American Express Travel and ALTOUR Announce an Agreement to Sell 12 American Express Travel Service Offices to ALTOUR

Business Wire

NEW YORK -- September 30, 2009

American Express and ALTOUR announced today that American Express has agreed to sell 12 travel service offices to ALTOUR, with the travel offices to remain a part of the American Express Retail Network through the ALTOUR relationship. The parties expect the transaction will close by the end of the year, subject to standard closing conditions.

American Express Travel, one of the world's largest travel agencies, offers

multi-channel servicing to ensure customers can be serviced in the way they choose - including walk-in, call-in and click-in online service. American Express Travel's unique, in-person servicing through the American Express Retail Travel Network is composed of both owned travel service offices and members of the U.S. Representative Travel Network.

With today's announcement, American Express and ALTOUR will expand an existing relationship forged in May when ALTOUR became a member of the American Express U.S. Representative Travel Network and the two companies joined forces to provide new programs and services for the network. Among the world's largest independent agencies, ALTOUR currently represents $850 million in sales, has 63 office locations around the globe, and specializes in meeting the needs of high-end and mid-market travelers. The company is one of the largest members of the U.S. Representative Travel Network and a key strategic partner.

The 12 offices being sold are geographically spread throughout the United States, from New York to California and from Illinois to Texas.

"We are delighted to strengthen our partnership with American Express," said Alexandre Chemla, president and owner, ALTOUR. "This transaction expands ALTOUR's leisure travel business and extends our reach as we continue to offer customers premium travel programs and first-class service."

"I am pleased that these travel offices will remain a critical part of our extended network through ALTOUR, allowing us to continue serving customers with the American Express brand and benefits," said Ellen Bettridge, vice president, American Express Retail Travel Network. "With the sale of these travel offices to an established partner, we will maintain a broad network presence in key markets and refocus investments in the travel service offices we continue to own."

ABOUT ALTOUR:

Established in 1991 by seasoned industry leader Alexandre Chemla, ALTOUR has grown to become one of the most sophisticated and highly respected global leaders in the travel world today. ALTOUR is among the largest agencies serving the luxury and mid-market travel niches today with more than 1,000 travel professionals located throughout the United States and in Europe. For more information, please visit www.ALTOUR.com.

ABOUT AMERICAN EXPRESS TRAVEL:

American Express entered the travel agency business in 1915, and today operates one of the world's largest travel agency networks in more than 140 countries worldwide.

American Express Company (www.americanexpress.com) is a leading global payments, network and travel company founded in 1850.

Contact:

American Express
Marina Hoffmann Norville, 212-640-2832
Marina.H.Norville@aexp.com
or
ALTOUR
Mary Gendron/ Laura Mooney
212-980-9065/ 212-980-9232
mgendron@mg-pr.com
lmooney@mg-pr.com

ANNEX 2

altour

david@ddtlaw.com

Web Images Maps Shopping More Search tools

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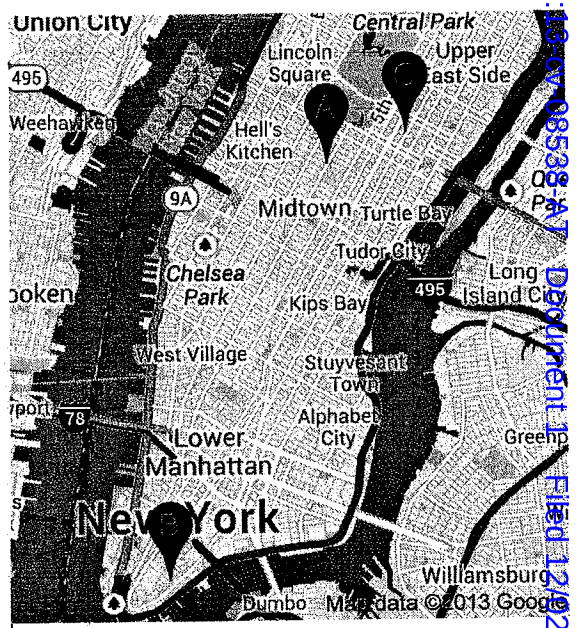

Map for **altour**

Altour - Midtown West - New York, NY - Yelp
www.yelp.com › Hotels & Travel › Travel Services
Rating: 1.5 - 2 reviews
2 Reviews of **Altour** "Update 7/30/07: Corina sent me a personal note apologizing for the problems I had with my hotel in Argentina. I appreciate the thought and ...

Altour - American Express - Financial District - Manhattan, NY - Yelp
www.yelp.com › Hotels & Travel › Travel Services
Rating: 4 - 2 reviews

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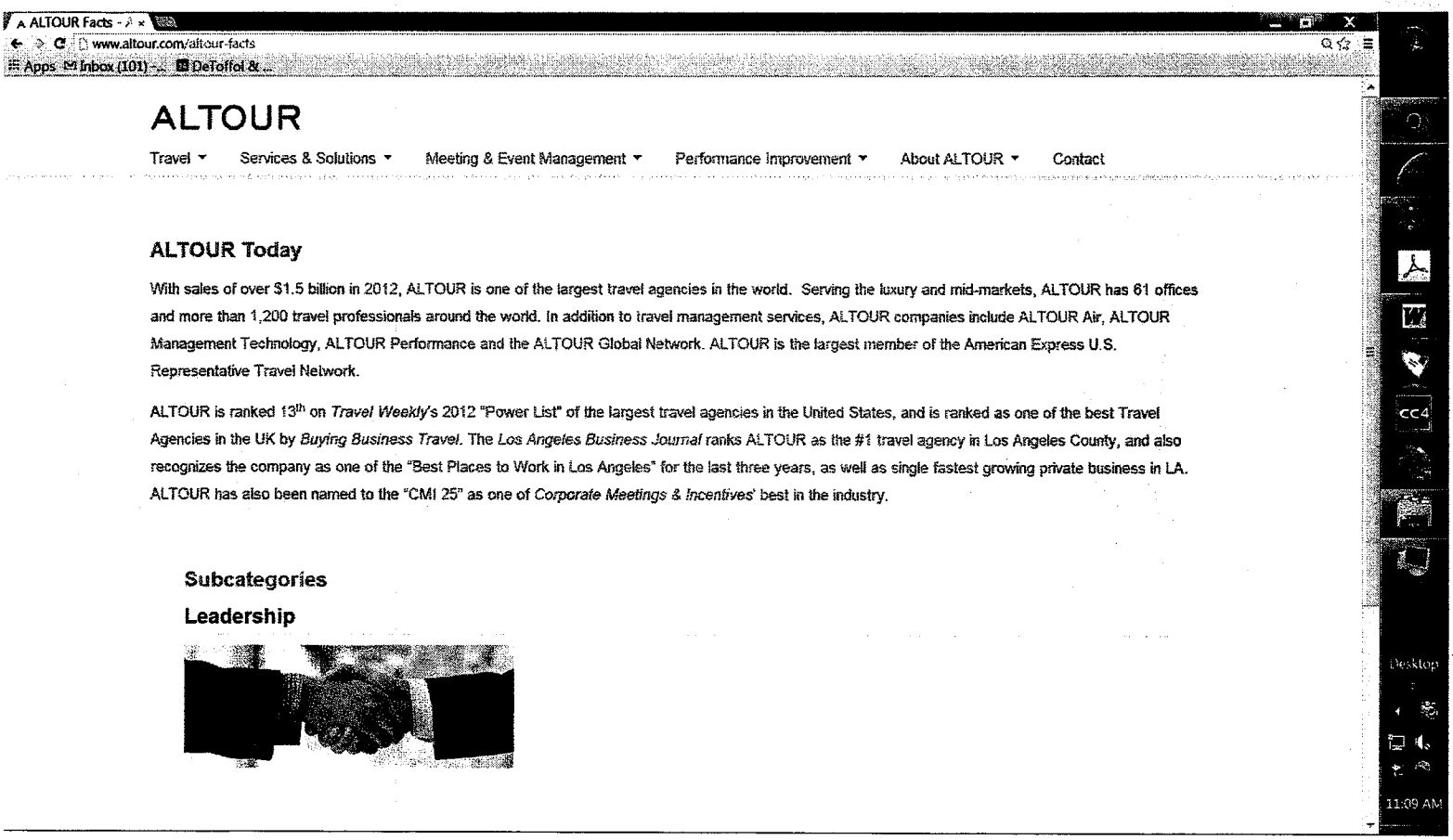
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ALTOUR Today
With sales of over $1.5 billion in 2012, ALTOUR is one of the largest travel agencies in the world. Serving the luxury and mid-markets, ALTOUR has 61 offices and more than 1,200 travel professionals around the world. In addition to travel management services, ALTOUR companies include ALTOUR Air, ALTOUR Management Technology, ALTOUR Performance and the ALTOUR Global Network. ALTOUR is the largest member of the American Express U.S. Representative Travel Network.
ALTOUR is ranked 13th on Travel Weekly's 2012 "Power List" of the largest travel agencies in the United States, and is ranked as one of the best Travel Agencies in the UK by Buying Business Travel. The Los Angeles Business Journal ranks ALTOUR as the #1 travel agency in Los Angeles County, and also recognizes the company as one of the "Best Places to Work in Los Angeles" for the last three years, as well as single fastest growing private business in LA. ALTOUR has also been named to the "CMI 25" as one of Corporate Meetings & Incentives' best in the industry.
Subcategories
Leadership
Desktop
11:09 AM

UNITED STATES DISTRICT COURT
SOUTHER DISTRICT OF NEW YORK
----------X
PLANETARIUM TRAVEL, INC.,

Plaintiff,

-against-

ALTOUR INTERNATIONAL INC.,
ALTOUR AIR L.L.C., ALTOUR SERVICE INC., and
ALTOUR MANAGEMENT TECHNOLOGY L.L.C.,

Defendants.
----------X

COMPLAINT

DETOFFOL & ASSOCIATES, Attorneys at Law
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