IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

Detroit Division

Civil Action No:

00-71535
JOHN CORBETT O'MEARA
MAGISTRATE JUDGE CARLSON

FILED
MAR 29 P2

SPIRIT AIRLINES, INC.,

Plaintiff,

v.

NORTHWEST AIRLINES, INC.,

Defendant.

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COMPLAINT

Plaintiff Spirit Airlines, Inc. sues Defendant Northwest Airlines, Inc. under the antitrust laws of the United States and alleges as follows:

Nature Of Action

1. Detroit is the automotive capital of the world and among the leading industrial centers in the United States, and its greater metropolitan area is home to millions of people. Despite Detroit's importance in the lives and business of so many people and companies, one airline dominates travel to, from and connecting in Detroit through its major airport--Northwest Airlines. Northwest's dominance of the Wayne County/Detroit International Airport ("Detroit") is not an accident or a result of coincidental good fortune, but rather it is the intended consequence of a cleverly crafted scheme by Northwest to exclude competition in order to raise ticket prices at Detroit to unjustifiable levels that thoroughly demonstrate the absence of a competitive market. Spirit Airlines is a "low fare carrier" whose attempt to compete against Northwest on certain routes to and from Detroit and, in the process, provide low air fares to travelers has resulted in Northwest implementing an unlawful scheme to force Spirit out of and away from certain

city pairs also serviced by Northwest, and to force Spirit out of Detroit or out of business altogether. As a result of Northwest's predation, Spirit had to give up its service between Detroit and Philadelphia and Detroit and Boston, and it had to abandon or scale back plans to expand the airline's service to other city pairs serviced from Detroit. Northwest's predatory scheme and its predation against Spirit has reduced competition for air service, forcing the traveling public to pay more for air travel not only on the Detroit-Boston and Detroit-Philadelphia city pairs, but also on other city pairs that include Detroit. Through this lawsuit, brought under the antitrust laws of the United States, Spirit seeks to restore competition at Detroit and to recover damages for the injury it has sustained as a result of Northwest's unlawful conduct.

Jurisdiction And Venue

2. Counts 1 and 2 of this Complaint are civil antitrust claims arising under Section 2 of the Sherman Act, 15 U.S.C. § 2, for treble damages pursuant to Section 4 of the Clayton Act, 15 U.S.C. § 15(a), and for permanent injunctive relief pursuant to Section 16 of the Clayton Act, 15 U.S.C. § 26. The allegations in each Count are pled in the alternative and are to be interpreted in all instances to avoid any inconsistency.

3. This Court has subject matter jurisdiction of this action under 28 U.S.C. §§ 1331 and 1337(a).

4. Venue is proper in this Court under Section 12 of the Clayton Act, 15 U.S.C. § 22, and 28 U.S.C. § 1391(b).

5. This Court has personal jurisdiction over Defendant under 15 U.S.C. § 22.

Plaintiff

6. Plaintiff Spirit Airlines, Inc. ("Plaintiff" or "Spirit") is a corporation organized and existing under the laws of the State of Delaware. Spirit was founded by Ned

Homfeld, who grew up in Michigan, went to school in Michigan and operated Spirit out of corporate offices in Detroit until about July 1999. Spirit maintains business operations in Detroit, including its reservations office, airplane maintenance operations and flights to and from Detroit. In the course of its business and during the period of time covered by this Complaint, Plaintiff was injured by reason of Defendant's antitrust violations alleged in this Complaint.

Defendant

7. Defendant Northwest Airlines, Inc. ("Defendant" or "Northwest") is a corporation organized and existing under the laws of the State of Minnesota with its principal place of business in St. Paul, Minnesota and substantial business operations in Detroit, Michigan. During time periods relevant to the allegations in this Complaint, Northwest engaged in conduct that violated Section 2 of the Sherman Act, 15 U.S.C. §2.

8. Northwest is one of the largest passenger airlines in the world, with billions of dollars in annual revenues.

Trade And Commerce

9. The activities of Northwest challenged in this lawsuit have occurred in, and have had a substantial effect on, interstate commerce.

The Relevant Market

10. Northwest provides regularly scheduled service between its hub at Detroit and other city destinations. Such origin-destination combinations are known in the airline industry as "city pairs."

11. Northwest offers city-pair service on a "non-stop" basis and on a "connecting" or "one-stop" basis that requires a passenger to make a stop en route and, in some instances, to change planes at that stop.

12. Passengers traveling on a particular city-pair route usually do not consider such service in alternative city-pairs as a reasonable substitute; they are unlikely to substitute travel to a different destination in response to a fare increase for the city-pair service they desire. Unless passengers' destination cities are located close to their origin cities, few passengers will regard other modes of transportation (*e.g.*, automobile, bus or train) or alternative city pairs as reasonable substitutes.

13. For antitrust purposes, the relevant product market is non-stop airline passenger service within a specific city pair.

14. For purposes of this case, the relevant geographic markets include non-stop city pair airline routes between Wayne County/Detroit International Airport ("Detroit") and Philadelphia International Airport ("Philadelphia"), and between Detroit and Boston Logan International Airport ("Boston"). The analysis of the market and predation will necessarily involve discovery of city pairs serviced by Northwest other than Detroit-Boston and Detroit-Philadelphia. Spirit reserves the right to amend its Complaint to add other markets based upon its investigation and discovery in the case.

15. During time periods relevant to the allegations in this Complaint, Northwest had an overwhelming market share in the Detroit-Boston market and the Detroit-Philadelphia market. Northwest's share in each market constitutes monopoly power, which is the power to control prices or exclude competition.

The Airline Industry And Market Effects

Northwest's Hub At Detroit

16. Congress de-regulated the airline industry in 1978 and opened it up to competition. In the aftermath of airline de-regulation, the major domestic airlines, including Northwest, concentrated flight operations and dominated business at certain

airports in the United States. Those airports are known in the airline industry as hub airports. Carriers operate "spoke" routes that emanate from these "hubs" to numerous other endpoints. On spoke routes, hub airlines carry both "local" traffic (passengers traveling between the hub and the spoke city) and "connecting" traffic (passengers traveling between two or more spoke cities and transferring at the hub).

17. Detroit is a Northwest hub. Northwest has been the dominant carrier at Detroit for many years. For example, between about 1990 and 1996, approximately 75% of passengers enplaned in Detroit flew on Northwest; Northwest accounted for more than 70% of the departures from Detroit; and Northwest controlled more than 70% of the gates at Detroit. Northwest's dominance of Detroit continues to this day. In short, during periods relevant to the allegations in this Complaint, Northwest held monopoly power on many of the city pairs that include Detroit.

18. Establishing and maintaining Detroit as a hub was costly to Northwest, for it required the airline to invest in, among other things, physical plants, gates, counters, labor, maintenance and promotion. By 1995, Northwest had invested an enormous amount of money in the creation and maintenance of Detroit as a Northwest hub.

19. Northwest's Detroit hub creates, facilitates and/or promotes high entry barriers which make it difficult for any other airline to enter Northwest's spoke routes emanating from Detroit. For example, and without limitation:

A. By providing more departures from Detroit to more destinations, Northwest attracts a disproportionate share of Detroit's hub passengers. This happens for several reasons, including the preference to use the carrier with the most flights in a city pair, marketing programs (like frequent flyer programs) that create loyalty incentives for consumers to concentrate their travel on Northwest's flights, and graduated sales commission practices that create incentives for travel agents to encourage passengers to use the locally dominant airline.

B. An airline seeking to enter Northwest's Detroit hub must be prepared to make substantial non-recoverable financial investments, including commitments for ticket counters, gates, baggage handling, aircraft servicing, advertising and other promotions.

C. Northwest controls the vast majority of the gates at Detroit. The gates give Northwest the ability to extend its monopoly power to prevent competitors from organizing a hub at Detroit; to impair a competitor's ability to attract traffic to its service at Detroit by forcing the competitor to accommodate its schedule to the availability of a gate, thus disrupting the competitor's operations at another airport; and/or to cause a competitor to use a less desirably located gate than would be necessary if it could make use of underused Northwest gates. Gates at Detroit are expensive to purchase or build.

20. The effect of these entry barriers is exacerbated by the fact that Northwest can reduce its fares and increase its seating capacity and frequency of service on city pair routes virtually overnight, responding to expected entry by a competitor before such entry can be successfully implemented. The effect also is exacerbated by the fact that Northwest can use supracompetitive fares on city pairs it alone services from Detroit to subsidize ticket fares that are below Northwest's cost on city pairs in which Northwest is challenged by another air carrier.

21. As a result of the high entry barriers at Detroit, Northwest has substantial market power in city pairs that it serves from Detroit. With respect to many spokes, Northwest has no competition. With respect to a Northwest spoke running to another major airline's hub, both Northwest and the other hub carrier are likely to provide non-stop

service, but no other carrier is likely to do so. Because of this market power, Northwest is able to charge higher fares on its Detroit routes than it could charge on routes where it faces meaningful competition.

The Unusual Character Of The Airline Industry

22. The airline industry has unusual characteristics that make low fare air carriers peculiarly susceptible to predation by dominant carriers. For example and not by way of limitation, airlines typically have a significantly differentiated fare structure as reflected in, among other things, the extreme differences between restricted and unrestricted fares. (A restricted fare imposes time and travel restrictions on its use, whereas an unrestricted fare imposes no such restrictions.) Another unusual characteristic of the airline industry is the ability of a dominant air carrier to have a pinpoint geographic and/or temporal response to the market moves of a low fare carrier. The cost to a dominant carrier of predation, and its ability to ration seats also make the airlines industry different from other industries.

Spirit's Challenge To Northwest At Detroit

23. Spirit is known in the airline industry as a "low fare carrier." Spirit has lower costs compared to Northwest and other major airlines. Because of those low costs, Spirit has been able to charge passengers substantially lower fares than the fares charged by Northwest, thereby attracting not only consumers who are able to pay higher fares, but also consumers who previously could not afford to fly.

24. In 1992 and 1993, Spirit primarily provided passenger service between Detroit and Atlantic City, and Boston and Atlantic City. By the end of 1993 and into 1994, Spirit had added service to a few destinations in Florida.

25. By 1995, Spirit decided to expand its operation from Detroit to other northeastern destinations and to connect that service to destinations in Florida. Spirit reasoned that even if Northwest also serviced the expanded routes, Spirit's presence in those city pairs would not threaten Northwest because Spirit was only going to be offering a few flights on each city pair and Spirit's low fares would generate additional (or spillover) passengers on the routes that would travel on Northwest and make up for Northwest's loss of passengers, if any, who flew the routes on Spirit instead of Northwest.

26. As part of its expansion plan, Spirit initially commenced service in December 1995 between Detroit and Philadelphia offering fares as low as $49 one way. Northwest's average fare on the route was $170.46 just prior to Spirit's entry in that city pair.

27. Spirit's low fares enabled the carrier to obtain some share of the Detroit-Philadelphia market during the first few months of service in 1996. Nevertheless, Northwest did not respond to Spirit's presence there by matching Spirit's low fares. During this and other times relevant to the allegations in this Complaint, Northwest maintained a monopoly share of the Detroit-Philadelphia city pair.

28. After establishing service on the Detroit-Philadelphia route, Spirit commenced service in April 1996 between Detroit and Boston. Spirit offered fares as low as $69 one way on the city pair, while Northwest's average fare on the route was $258.83 just prior to Spirit's entry in that city pair.

29. Based on its experience on the Detroit-Philadelphia route and other city pairs serviced by Spirit, and its experience in and knowledge about the airline industry, Spirit

reasonably believed that it would be able to commence service in other city pairs serviced from Detroit and thereby grow the airline and increase its profitability.

Northwest's Predatory Response

30. At the time it launched the Detroit-Boston service in April 1996, Spirit remained a small, low fare airline that realistically posed no threat to Northwest's viability or dominance both at Detroit and on the city pairs on which Northwest and Spirit competed. However, by the mid-1990s, Northwest was concerned that Spirit would undermine Northwest's ability to charge supracompetitive fares on city pairs originating, connecting or terminating in Detroit in which Northwest and Spirit competed. Northwest wanted to send a message to Spirit (and other low fare carriers) not to challenge Northwest's supracompetitive fare structure on flights originating, connecting or terminating at Detroit. Consequently, when Spirit started service between Detroit and Boston, it triggered an overwhelming and disproportionate response by Northwest that was economically rational only if Northwest's motive was to protect its unlawful supracompetitive fares. Northwest set about to cripple Spirit's expanded service to and from Detroit, to force Spirit to abandon city pairs in which it competed with Northwest, and to force Spirit to contract its operations, to leave Detroit, or go out of business altogether. As part of this unlawful scheme, and as explained more fully below, Northwest targeted certain of the routes on which it and Spirit competed and substantially increased capacity and began pricing below Northwest's average variable cost or its average total cost. Further, as part of its unlawful scheme, Northwest hampered Spirit's ability to compete at Detroit by denying Spirit access to unused gates controlled by Northwest and/or charging Spirit unreasonable and discriminatory prices to use those gates, and, upon information and belief, threatening to eliminate or eliminating discounts,

promotions or other benefits to companies in the greater Detroit metropolitan area if those companies designated a carrier other than Northwest for service to or from Detroit.

31. In April 1996, Northwest responded to Spirit's commencement of low fare service on the Detroit-Boston route by dramatically reducing Northwest's fares and matching Spirit's $69 one-way fare on that route. At the same time, Northwest also dramatically increased the number of seats (or capacity) that it offered on the Detroit-Boston route. The combination of very low prices and very high capacity on the Detroit-Boston route caused Northwest's revenues on that city pair to go into a free fall. According to Northwest's figures, its yield per cpm[1] on the Detroit-Boston city pair fell from an average of $40.92 in the first quarter of 1996 (before Spirit's entry) to an average of $16.78 in the second quarter of 1996 (after Spirit's entry).

32. After instituting a predatory fare structure on the Detroit-Boston city pair during the second quarter of 1996, Northwest moved against Spirit in the Detroit-Philadelphia market during the third quarter of 1996. At that time, Northwest dramatically lowered its fares, matching Spirit's $49 one-way fare, and increased capacity on the city pair. According to Northwest's figures, Northwest's yield per cpm on the Detroit Philadelphia city pair dropped precipitously from an average of $43.47 in the second quarter of 1996 to $17.45 in the third quarter of 1996.

33. Northwest's one-two punch against Spirit in the Detroit-Boston and Detroit-Philadelphia markets produced the result Northwest intended when, by the start of the fourth quarter of 1996, Spirit was forced to abandon service in both city pairs.

34. Shortly after Northwest forced Spirit out of the Detroit-Philadelphia and Detroit-Boston city pairs, Northwest increased ticket prices on those city pairs to or above

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[1] "Yield per cpm" is the revenue per 100 flown passenger miles.

a level that would have been sufficient to compensate Northwest for the amount of money it expended on its predation, including the time value of the money it invested in the predation. For example, and without limitation, the ticket price to travel one way on Northwest from Detroit to Boston increased from *$69 to $460*, and the ticket price to travel one way on Northwest from Detroit to Philadelphia increased from *$49 to $381*. Northwest's fares on round trip and other service on the Detroit-Philadelphia and Detroit-Boston city pairs similarly skyrocketed. In addition to increasing its fares, Northwest also reduced its costs in the Detroit-Boston and Detroit-Philadelphia markets by reducing capacity following Spirit's exit from both markets. The Tables below, which are based on Northwest's figures, reflect the changes in Northwest's average fare and yield per cpm that occurred before, during and after Northwest's predation in the Detroit-Boston and Detroit-Philadelphia markets.

Table 1 Detroit-Boston

Quarter/Year	*NW Average Fare*	*NW Yield Per CPM*
1Q1995	$230.70	$36.38
2Q1995	$206.20	$32.56
3Q1995	$191.84	$30.31
4Q1995	$209.42	$33.15
1Q1996	**$258.83**	**$40.92**
2Q1996	**$106.05**	**$16.78 (Spirit enters)**
3Q1996	**$100.01**	**$15.84**
4Q1996	**$169.52**	**$26.80 (Spirit departs)**
1Q1997	**$267.54**	**$42.36**
2Q1997	$218.14	$34.48

Table 2 Detroit-Philadelphia

Quarter/Year	*NW Average Fare*	*NW Yield Per CPM*
1Q1995	$163.73	$36.23
2Q1995	$175.23	$38.64
3Q1995	$166.12	$36.70
4Q1995	$170.46	$37.63

1Q1996	**$222.23**	**$49.03**
2Q1996	**$196.97**	**$43.37 (Spirit enters)**
3Q1996	**$79.07**	**$17.45**
4Q1996	**$128.67**	**$28.41 (Spirit departs)**
1Q1997	**$230.64**	**$50.81**
2Q1997	$196.32	$43.29

35. There was no sensible economic reason for Northwest to have responded the way it did to Spirit's presence in the Detroit-Boston and Detroit-Philadelphia markets other than to force Spirit from those city pairs. Northwest reasoned that after forcing Spirit out of certain markets in which it and Spirit competed, Northwest would recoup its investment in below cost prices through supracompetitive fares.

36. Northwest's predation against Spirit was not confined to below-cost pricing and temporary capacity expansion. For example, in those instances when Northwest allowed Spirit to use a Northwest gate at Detroit during 1996, Spirit's use came at an unreasonable and/or discriminatory financial penalty because Northwest required Spirit to use more expensive Northwest ground personnel and other Northwest services as a condition of Spirit using the Northwest gate. Northwest believed at the time of this conduct that by increasing Spirit's operating costs at Detroit, Northwest would handicap Spirit's service and ability to do business at Detroit; and Northwest could maintain its monopoly in the relevant markets by forcing Spirit to incur unreasonably and/or discriminatory high prices for services at Northwest's gates.

37. Further, between 1997 and 1999, as part of its plan to hamper Spirit's ability to compete at Detroit and/or re-enter the markets out of which Northwest had forced Spirit, Northwest often refused to permit Spirit to use an available (*i.e.*, a gate not then in use) Northwest gate at Detroit to board or deplane passengers on Spirit flights despite Spirit's willingness to pay Northwest a fair rate for use of such a gate. Between

1997 and 1999, Spirit could not practically duplicate Northwest's gates because to do so would be economically infeasible for Spirit. Because Northwest controlled most of the gates at Detroit, Northwest's unreasonable refusal to permit Spirit access to available Northwest gates at Detroit inflicted a severe handicap or injury on Spirit. For example, Spirit's operations in Detroit were often disrupted because of Northwest's refusal to allow Spirit to use an available gate. By denying Spirit access to gates at Detroit, Northwest used its dominant position and control over gates to disadvantage a competitor in the market for airline services.

38. Upon information and belief, Northwest also engaged in predatory conduct by eliminating or modifying, or threatening to eliminate or modify, travel discounts, promotions or benefits for companies in the greater Detroit metropolitan area that designated another air carrier (besides Northwest) for regular service to and from Detroit on routes serviced by Northwest. Because of Northwest's dominance at Detroit, such a threat or action by Northwest had the effect of excluding competition from Detroit, including Spirit.

39. The period of time for which Spirit seeks damages and other relief in this Complaint begins four years prior to the date of the filing of this Complaint.

Count 1

Monopolization (15 U.S.C. § 2)
(Detroit-Philadelphia and Detroit-Boston City Pairs)

40. Plaintiff incorporates by reference the allegations of paragraphs 1 through 39 above.

41. As alleged above, during periods of time relevant to the allegations in this Count, Northwest possessed monopoly power in the Detroit-Philadelphia and Detroit-

Boston city pairs. This monopoly power is evidenced by, among other conditions or events, the following:

A. Northwest's power to control prices or exclude competition on the Detroit-Philadelphia and Detroit-Boston city pairs;

B. Northwest's power to substantially reduce ticket fares and increase capacity in the Detroit-Philadelphia and Detroit-Boston city pairs when challenged by Spirit only to increase fares and reduce capacity substantially upon Spirit's exit from those city pairs;

C. Detroit's status as a Northwest hub, and Northwest's very high market share at Detroit, including its monopoly shares on the Detroit-Philadelphia and Detroit-Boston city pairs.

D. The significant barriers to entry at Detroit;

E. Northwest's vast financial resources; and/or

F. Northwest's ability to charge supracompetitive prices for its air passenger service between Detroit-Philadelphia and Detroit-Boston.

42. Northwest has wilfully acquired, maintained or used that monopoly power either by anticompetitive, predatory, exclusionary, unreasonably restrictive and/or abusive means.

43. Northwest's willful acquisition, maintenance or use of that monopoly power for such unlawful means is evidenced by, among other things, its charging predatorily low prices and substantially increasing capacity on the Detroit-Philadelphia and Detroit-Boston city pairs between April 1996 and September 1996.

44. Northwest's fares on the Detroit-Philadelphia and Detroit-Boston city pairs between April and September 1996 were predatory in that those fares were below Northwest's average variable cost or, in the alternative, below its average total cost.

45. Northwest intended that its pricing below its average variable cost or its average total cost would drive Spirit out of the Detroit-Boston and Detroit-Philadelphia city pairs.

46. Northwest's sustained predation on the Detroit-Philadelphia and Detroit-Boston city pairs in fact forced Spirit from both of those city pairs in September 1996.

47. By pricing below its cost on the Detroit-Philadelphia and Detroit-Boston city pairs, Northwest deferred short-term profits on those routes to force Spirit out of those city pairs so that Northwest could later reduce capacity and increase ticket prices substantially and thereby recoup its investment in foregone profits, including the time value of money invested by Northwest in the predation.

48. Northwest's willful acquisition, maintenance or use of monopoly power for unlawful means also is evidenced by, among other events, any one or more of the following:

A. Northwest's exclusion of Spirit from the Detroit-Philadelphia and Detroit-Boston city pairs on a basis other than efficiency;

B. Northwest's unreasonable and/or discriminatory charges to Spirit to use services at Northwest gates at Detroit to service Spirit flights in or out of Detroit, including, without limitation, Spirit flights between Detroit and Philadelphia and/or Boston;

C. Northwest's refusal to allow Spirit to use Northwest-controlled gates at Detroit to service flights in and out of Detroit; and/or

D. Northwest's refusal to provide travel promotions, discounts or other benefits, or to provide those promotions, discounts or other benefits on less desirable terms, to businesses in the greater Detroit metropolitan area that designated an air carrier (other than Northwest) to provide regular service for the company to or from Detroit.

49. Northwest's predatory conduct as described in this Count injured competition in the Detroit-Philadelphia and Detroit-Boston city pairs.

50. As a result of Northwest's predation against Spirit, Northwest regained sufficient market power in the Detroit-Philadelphia and Detroit-Boston city pairs to set higher than competitive prices, and has since sustained those prices for years to earn in excess profits what Northwest earlier gave up in below-cost pricing against Spirit, including the time value of money Northwest invested in its predation against Spirit.

51. Northwest's predatory and exclusionary conduct and supracompetitive monopoly fares in the relevant market has harmed competition and consumers, and injured Spirit.

52. Spirit has been injured in its business and property by reason of Northwest's antitrust violations. Spirit's injury consists of, among other things, lost profits and added costs sustained as a proximate result of Northwest's antitrust violations. Spirit's injury is injury of the type the antitrust laws were designed to prevent and flows from that which makes Northwest's conduct unlawful.

53. Northwest's antitrust violations threaten continuing loss and injury to Spirit unless enjoined by the Court.

Count II

Attempt To Monopolize (15 U.S.C. § 2)
(Detroit-Philadelphia and Detroit-Boston City Pairs)

54. Plaintiff incorporates by reference the allegations in paragraphs 1 through 39, 44 through 47, and 49 through 53 above.

55. As described above, Northwest has engaged in exclusionary, predatory, anticompetitive conduct designed to prevent competition in the Detroit-Philadelphia and Detroit-Boston city pairs.

56. Northwest's exclusionary, predatory, anticompetitive conduct includes:

A. Northwest's sale of tickets on the Detroit-Philadelphia and Detroit-Boston city pairs between April and September 1996 at prices below Northwest's average variable cost or its average total cost and its substantial increase in capacity on those routes during that period;

B. Northwest's exclusion of Spirit from the Detroit-Philadelphia and Detroit-Boston city pairs on a basis other than efficiency;

C. Northwest's unreasonable and/or discriminatory charges to Spirit to use services at Northwest gates at Detroit to service Spirit flights in or out of Detroit, including, without limitation, Spirit flights between Detroit and Philadelphia and/or Boston;

D. Northwest's refusal to allow Spirit to use Northwest-controlled gates at Detroit to service flights in and out of Detroit; and/or

E. Northwest's refusal to provide travel promotions, discounts or other benefits, or to provide those promotions, discounts or other benefits on less desirable terms, to businesses in the greater Detroit metropolitan area that designated an air carrier (other than Northwest) to provide regular service for the company to or from Detroit.

57. Northwest engaged in the conduct described in this Count with the specific intent to monopolize the Detroit-Philadelphia and Detroit-Boston city pairs.

58. There has been at all times relevant to the allegations in this Count a dangerous probability that Northwest would achieve monopoly power in the Detroit-Philadelphia and Detroit-Boston city pairs.

Prayer For Relief

WHEREFORE, Plaintiff Spirit Airlines, Inc. prays for judgment against Defendant Northwest Airlines, Inc. and for the following relief:

A. A jury verdict in the amount of the compensatory damages sustained by Spirit;

B. A judgment against Northwest for treble the amount of the jury verdict, in accordance with Section 4 of the Clayton Act, 15 U.S.C. § 15(a), and for attorneys' fees, costs and interest as allowable by law;

C. A declaration that Northwest has violated the antitrust laws in the ways described in this Complaint;

D. A permanent injunction enjoining Northwest from future violations of the antitrust laws and from practices which facilitate those violations, and requiring Northwest to take necessary steps to eliminate the effects of its prior violations; and

E. Such other and further relief as the Court may deem just and proper.

Jury Demand

Plaintiff demands a trial by jury of all issues so triable.

Dated: March 27, 2000

Respectfully submitted,

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