



**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF THE SECRETARY  
WASHINGTON, D.C.**

Issued by the Department of Transportation  
on the 12th day of June, 2026

**Complaint of**

**Tzvi Silver**

**v.**

**United Airlines, Inc.**

**Docket DOT-OST-2025-1789**

**Served June 12, 2026**

**ORDER OF DISMISSAL**

On October 8, 2025, Mr. Tzvi Silver filed a formal complaint with the U.S. Department of Transportation (Department or DOT) against United Airlines, Inc. (United) for alleged misconduct during a foreign court proceeding against United that occurred in the State of Israel. Pursuant to 14 CFR 302.406(a)(2), we dismiss the complaint because the Department lacks statutory enforcement authority in this matter.

**Complaint, Answer, and Additional Pleadings**

Mr. Silver states that he was scheduled to travel on a nonstop United flight from Tel Aviv, Israel (TLV) to Newark New Jersey (EWR) on March 5, 2025. He states that less than two weeks before departure, United unilaterally rebooked him onto an alternative, inferior flight with a stopover in Munich, Germany (MUC), resulting in a 5-hour and 20-minute delay, as well as a loss of guaranteed kosher meals and premium non-stop service. Mr. Silver states that he rejected this rebooking, received a full refund, and subsequently filed a claim for compensation under Israel's Aviation Services Law. He alleges that during those proceedings, United made multiple contradictory and misleading misrepresentations to the Israeli court designed to defeat his valid claim for compensation.

In addition, on October 14, 2025, Mr. Silver filed an exhibit concerning an unrelated United flight (UA90) from EWR to TLV in September 2024 that was diverted to Canada as a result of a

passenger emergency. Mr. Silver was not a passenger on this flight. He alleges that incidents related to this flight and its diversion reflect a wide range of unfair and deceptive practices, and a “disregard for Jewish passengers and Israeli destinations.”<sup>1</sup>

In its October 30, 2025 answer, United acknowledges that it rebooked Mr. Silver onto a flight with a stopover, explaining that the stopover in Munich was required for a crew change. United acknowledges that Mr. Silver rejected this rebooking, and that it provided a refund.<sup>2</sup> United maintains that it has fulfilled its obligations to Mr. Silver under U.S. law and its Customer Care Commitment. Regarding the Israeli court proceedings, United denies submitting false affidavits to the Israeli court and urges the Department to observe its jurisdictional limits by declining to interfere in a foreign judicial matter and limiting its adjudication exclusively to applicable U.S. law and DOT regulations.

With leave from the Department, Mr. Silver filed a reply on October 31, 2025. Mr. Silver argues that the core issue in this case is not whether he received a refund, but rather United’s misrepresentations and pattern of non-responsiveness to courts and regulators. Furthermore, he asserts that United provided contradictory representations regarding the amount of his refund, issued inconsistent explanations for the same flight cancellation, and has denied receipt of this formal complaint despite it being served on numerous United offices.

In a surreply filed on November 10, 2025, United reiterates that it fulfilled its obligations by notifying and refunding impacted passengers in accordance with its Customer Care Commitment. United denies that it provided false information to foreign courts, asserting that its submissions were accurate and made in good faith. United avers that, to the extent the Complainant contests United’s submissions to the Israeli courts, such disputes would be properly addressed within that jurisdiction.

### **Applicable Law**

Under 49 U.S.C. § 41712, air carriers, foreign air carriers, and ticket agents are prohibited from engaging in unfair or deceptive practices in air transportation or the sale of air transportation. Section 41712 authorizes the Department to investigate and decide whether a carrier or ticket agent is engaging in an unfair or deceptive practice in air transportation or the sale of air transportation. It is an unfair practice under section 41712 for a carrier to refuse to provide refunds to passengers holding non-refundable tickets after the carrier cancels or significantly changes a flight. This is supported by Department precedent in various cases.<sup>3</sup>

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<sup>1</sup> Exhibit to Complaint at 2, ¶7.

<sup>2</sup> United disputes Mr. Silver’s claimed ticket cost of \$3,602.05 on United Flight UA85 and states that it issued Mr. Silver a refund for \$1,580.30, which Mr. Silver accepted.

<sup>3</sup> See, e.g., *Deutsche Lufthansa AG*, Order 2024-5-26 (June 3, 2024); *Scandinavian Airlines System*, Order 2023-7-8 (July 13, 2023); and *Air India*, Order 2022-11-9 (November 14, 2022).

Furthermore, under 14 CFR 260.6, a covered carrier<sup>4</sup> that is the merchant of record must provide a full and prompt refund of the airfare, including any taxes and ancillary fees to a consumer that holds a nonrefundable ticket on a scheduled flight to, from, or within the United States for any cancelled flight or significantly delayed or changed flight where the consumer chooses not to: (i) fly on the significantly delayed or changed flight or accept rebooking on an alternative flight; or (ii) accept any voucher, credit, or other form of compensation offered by the air carrier or foreign air carrier.

In addition, pursuant to 14 CFR 259.7(c), U.S. and foreign air carriers operating at least one aircraft having a seating capacity of 30 or more seats must acknowledge in writing receipt of each complaint regarding its scheduled service to the complainant within 30 days of receiving it and shall send a substantive written response to each complainant within 60 days of receiving the complaint. A complaint for purpose of this requirement is “a specific written expression of dissatisfaction concerning a difficulty or problem which the person experienced when using or attempting to use an airline’s services.”

### **DOT Findings and Conclusion**

After carefully reviewing the information presented in the Complaint, the Answer, and the supplemental filings, we have determined that enforcement action is not warranted. First, it is undisputed that United provided a prompt refund after Mr. Silver rejected United’s offer of a rebooking.<sup>5</sup> Second, Mr. Silver’s allegations concerning United’s conduct before the Israeli courts fall outside the Department’s statutory enforcement authority. Alleged misconduct that may have occurred during litigation in a foreign judicial proceeding does not constitute “air transportation or the sale of air transportation.” Finally, the Department does not consider Mr. Silver’s Exhibit concerning UA90 in September 2024 to be a “complaint” within the meaning of section 259.7(c). The record does not indicate that Mr. Silver was a passenger on that flight, nor does it establish that he otherwise experienced problems with respect to it.<sup>6</sup>

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<sup>4</sup> “Covered carrier” means an air carrier or a foreign air carrier operating to, from, or within the United States, conducting scheduled passenger service. 14 CFR 260.2.

<sup>5</sup> Mr. Silver contends that he was compelled to reject the rebooking offer due to uncertainty regarding the availability of kosher meals on the rebooked flight, suggesting that this lack of clarity was indicative of “negligent operational planning or a discriminatory disregard for the needs of religious passengers,” or both. Complaint at 4. However, Mr. Silver also acknowledges that United advised him that there would be “little to no food service on the second half of the flight,” with possibly only cold sandwiches being served on the Munich-EWR leg. *Id.* at 3. Ultimately, the Department notes that Mr. Silver was entitled to reject United’s offer of a rebooking for any reason or no reason, including a lack of clarity about meal service or a significant downgrade in meal service.

<sup>6</sup> The Department also concludes that the additional alleged misconduct by United as described in the reply does not merit further action by the Department’s Office of Aviation Consumer Protection. Mr. Silver fails to demonstrate any harm resulting from any inconsistent explanations for why his original flight was canceled, or by the calculated refund amount. Regarding Mr. Silver’s allegation that United failed to respond to his complaint, we note that while the complaint was served on a number of United offices in the U.S. and Israel, it was not served on United’s registered agent for service of process. See <https://www.regulations.gov/document/DOT-OST-2002-12555-0129-0001>.

ACCORDINGLY, I dismiss the complaint filed in Docket DOT-OST-2025-1789 under the authority in 14 CFR 302.406(a)(2) delegated to me by the Assistant General Counsel of DOT's Office of Aviation Consumer Protection. Pursuant to 14 CFR 302.406(b), the order becomes effective as the Department's final action 30 days after service.

**BY:**

A handwritten signature in black ink that reads "Kyle Joseph". The signature is written in a cursive, flowing style.

**KYLE-ETIENNE JOSEPH**  
**Senior Attorney**  
**for the Office of Aviation Consumer Protection**

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