



**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-2025-2283**

**Served June 12, 2026**

**ORDER OF DISMISSAL**

On December 1, 2025, Mr. Tzvi Silver filed a formal complaint with the U.S. Department of Transportation (Department or DOT) against United Airlines, Inc. (United) alleging that the carrier violated 49 U.S.C § 41712 by providing incorrect explanations regarding a flight downgrade and for misconduct during a foreign court proceeding against United in the United Kingdom (U.K.). Pursuant to 14 CFR 302.406(a)(2), we dismiss the complaint because the Department lacks statutory enforcement authority in this matter.

**Complaint and Answer**

Mr. Silver states that he was scheduled to travel from Tel Aviv, Israel (TLV) to Newark, New Jersey (EWR) with stopovers in Brussels, Belgium (BRU) and London, U.K. (LHR) on August 25, 2025. He states that United operated the flight segment from LHR to EWR (UA883) and that he had a seat in the Premium Economy cabin. He states that shortly before departing TLV, United notified him that the aircraft for the LHR to EWR segment was changed and that he was downgraded from Premium Economy to Economy. Mr. Silver states that he was forced to cancel the itinerary because of this downgrade in service and received a refund. He states that he initiated a claim against United in a U.K. Small Claims Court and that United's counsel engaged in misconduct and misrepresentations in those proceedings. He argues that such conduct constitutes an unfair and deceptive practice under 49 U.S.C. § 41712.

Additionally, on December 2, 2025, Mr. Silver filed exhibits to the Complaint that discussed unrelated litigation against United by other individuals in Israel and an unrelated United flight (UA90) from EWR to TLV in September 2024 on which Mr. Silver was not a passenger.

In its December 18, 2025 answer, United admits that Mr. Silver purchased the entire itinerary on Brussels Airlines (Brussels), stating that the first two legs (TLV-BRU and BRU-LHR) were operated by Brussels, and the last leg (LHR-EWR) was operated by United. However, United explains that it was neither the marketing carrier nor the merchant of record. Rather, Mr. Silver's itinerary was purchased from Expedia, a third-party online travel agency. United admits the aircraft for UA883 was changed, that the new aircraft did not have Premium Plus class seats, and that some passengers were moved to a different seating class, including Mr. Silver. The carrier states that on August 24, 2025, it notified Mr. Silver that, due to an aircraft change, he would be moved from Premium Plus class seating to Economy class seating and that Mr. Silver elected not to travel on UA883. United asserts that it fully complied with the requirements of 14 CFR 260.6 and that Mr. Silver is not entitled to any other remedy under Department regulations. United argues that the Department should not involve itself in the ongoing litigation in the U.K. and that the Department should avoid intervention or interference in a foreign proceeding and limit its focus to the laws of the United States and the Department's regulations.

### **Applicable Law**

Section 41712 prohibits air carriers, foreign air carriers, and ticket agents from engaging in unfair or deceptive practices in air transportation or the sale of air transportation. It is an unfair practice under section 41712 when a carrier refuses 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>1</sup>

Furthermore, under 14 CFR 260.6, a covered carrier<sup>2</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."

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<sup>1</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).

<sup>2</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.

## DOT Findings and Conclusion

After carefully reviewing the information presented in the Complaint and the Answer, the Department has determined that enforcement action is not warranted. First, it is undisputed that Mr. Silver received a refund from Expedia after he chose not to fly. Second, Mr. Silver's allegations concerning United's conduct before U.K. 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 exhibits concerning unrelated flight problems experienced by other individuals to be "complaints" within the meaning of 14 CFR 259.7(c). The record does not indicate that Mr. Silver was a passenger on those flights, nor does it establish that he otherwise experienced problems with respect to those flights.

ACCORDINGLY, I dismiss the complaint filed in Docket DOT-OST-2025-2283 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:**



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**Senior Attorney**  
**for the Office of Aviation Consumer Protection**

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