



**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

Mordechai Fishman

v.

Deutsche Lufthansa AG

Docket DOT-OST-2024-0093

Served June 12, 2026

ORDER OF DISMISSAL

On August 7, 2024, Mr. Mordechai Fishman filed a formal complaint with the U.S. Department of Transportation (Department or DOT) against Deutsche Lufthansa AG (Lufthansa) for alleged violation of the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention). Pursuant to 14 CFR 302.406(a)(2), we dismiss the complaint based on the totality of the circumstances, including that the passenger has been reimbursed for his claimed expenses.

Complaint and Answer¹

Mr. Fishman states that, on May 20, 2024, he and his son traveled on Lufthansa from New York City to Tel Aviv, Israel, arriving on May 21, 2024. He states that their bags were delayed and not returned until three days later, on March 24, 2024. He states that he purchased a total of \$332.36 in clothing and other interim expenses, but Lufthansa refused to reimburse them, citing concerns with the receipts. He seeks reimbursement of \$332.36 in interim expenses as well as \$300 that he paid in checked baggage fees.

¹ In correspondence with the Office of Aviation Consumer Protection (OACP), Lufthansa was granted leave until August 30, 2024 to file its Answer. Lufthansa served the Answer on OACP and Mr. Fishman on August 28, 2024. The answer was filed on the docket in March 2026.

In its answer, Lufthansa states that difficulties in processing Mr. Fishman’s claim arose from the fact that the receipts and Mr. Fishman’s summary of those receipts “were either handwritten or translated from another language, which may have caused some confusion to the customer service agent(s) who initially handled and responded to the Complainant’s claim submitted to Lufthansa.”² Lufthansa states that since that time, it has fully reimbursed Mr. Fishman for his interim expenses as well as his checked baggage fees.

Applicable Law

The Montreal Convention governs the baggage issues in this case. Under Article 19 of the Montreal Convention, carriers are liable for damage caused by delay of baggage.³ Nothing in the Montreal Convention permits blanket exclusions or otherwise allows carriers to disclaim liability for any class or category of item, such as jewelry, electronics, or high value goods, that they have accepted for transport as checked baggage. Such exclusions contravene Article 19 because they have the effect of limiting—with respect to items falling within their ambit—a carrier’s liability to an amount lower than that set by Article 22. Under Departmental enforcement case precedent, a violation of Article 19 of the Montreal Convention also constitutes an unfair and deceptive practice in violation of 49 U.S.C. § 41712.⁴

DOT Findings and Conclusions

After carefully reviewing the information presented in the Complaint and the Answer, we have determined that enforcement action is not warranted. This decision is based on the circumstances presented, including that Mr. Fishman has been fully reimbursed for his claimed expenses.

ACCORDINGLY, I dismiss the complaint filed in Docket DOT-OST-2024-0093 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:



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

An electronic version of this document is available at www.regulations.gov.

² Answer at 3.

³ *Convention for the Unification of Certain Rules for International Carriage by Air*, Ch. I, Art. 19, adopted on May 28, 1999.

⁴ See, e.g., *Türk Hava Yollari, A.O. (Turkish Airlines)*, Order 2025-1-7 (January 16, 2025); and *Korean Air Lines Co., Ltd.*, Order 2013-7-5 (July 5, 2012).