Order 2026-7-2

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

Issued by the Department of Transportation
on the 2nd day of July, 2026

Complaints of **Benjamin Edelman** **v.** **American Airlines, Inc.**	**Docket DOT-OST-2021-0157** **Docket DOT-OST-2022-0136** **Served July 2, 2026**

ORDER OF DISMISSAL

In this order, we address two formal complaints filed by Mr. Benjamin Edelman with the U.S. Department of Transportation (Department or DOT) against American Airlines, Inc. (American). We have consolidated these matters for disposition, pursuant to 14 CFR 302.410, because they relate to American's display of taxes as a component of the fare. Pursuant to 14 CFR 302.406(a)(2), we dismiss these complaints based on the totality of the circumstances, including American's implementation of corrective measures.

Edelman's 2021 Complaint and American's Answer

On December 15, 2021, Mr. Edelman filed a formal complaint against American, alleging that American misrepresented carrier-imposed fees as "taxes" on its vacation site, www.aavacations.com. Specifically, he alleges that when he searched for a vacation package from New York City (JFK) to London-Heathrow (LHR), the total price was displayed as $2,886.00, which included a $449.97 line item for "Taxes and Carrier Imposed Fees." Mr. Edelman states that, when he clicked on the corresponding hyperlink for "Taxes and Carrier Imposed Fees," the display simply listed "other taxes," in the amount of $449.97, despite the fact that $220.00 of that amount was actually a carrier-imposed fee. Mr. Edelman argues that American violated the Department's full fare rule, 14 CFR 399.84(a).

In its answer filed on January 31, 2022, American admitted that its display erroneously misrepresented carrier-imposed fees as "taxes." However, American stated that consumer harm was relatively low because the error took place on American's vacation site rather than its main consumer site and affected only a small percentage of package listings. American stated that, as of January 2022, it fixed the issue by eliminating the hyperlink to the screen that showed "other taxes." Furthermore, American argued that the display of the "entire price to be paid" was accurate and there was no evidence of actual reliance on the misrepresentation.

Edelman's 2022 Complaint, American's Answer, and Supplemental Filings

On November 19, 2022, Mr. Edelman filed an additional formal complaint alleging that American misrepresented carrier-imposed fees as "taxes" on its business-to-business website, www.business.aa.com. He stated that, when searching the "Business Extra" site for flights redeemable by points by his business, "Edelman Consulting," the display listed options such as a departure for "6K Points" alongside "$553.18 approx. taxes." Clicking on a "+" sign next to the "$553.18 approx. taxes" revealed a display stating, "approx. tax recovery charge and services," with no further explanation.

Mr. Edelman alleges that the display was deceptive because the "$553.18 approx. taxes" actually consisted of $243.18 in government taxes, and a carrier-imposed fee of $320. He also states that the cash price was $582.18, so the value of redeeming 6,000 points (by spending $30,000 in the Business Extra program) is just $29. He cited additional examples, including a business class listing for 14,000 Points and "$2,053.28 approx. taxes" where the actual taxes were $353.28, and the carrier-imposed fee was $1,700, and a transpacific flight listing for 11,000 Points and "$1,023.86 approx. taxes" where the actual taxes were $95.28 and the carrier-imposed fee was $877.20.

American filed its answer on January 17, 2023, effectively admitting that its business-to-business site misrepresented carrier-imposed fees as taxes. American stated that it promptly fixed the problem by changing "approx. taxes" to "taxes and carrier-imposed fees." American again asserted that consumer harm was low as the error did not implicate its main site or consumer loyalty program, and many Business Extra flights are either transacted over the phone or have no carrier-imposed fees.

On January 25, 2023, Mr. Edelman filed a reply to American's answer, arguing that American did not address the fact that the initial fare display (*e.g.*, "6K points" in the first example) was only a fraction of the total amount the consumer had to pay. Mr. Edelman also argued that, as of the time of filing the reply, American had not fixed all instances of "approx." on its website and American's Business Extra program is designed to incentivize redemption on partner airlines, which are more available but cost more points than flying on American's own aircraft. Mr. Edelman asserted that actual award travel on American "metal" is effectively never available.

In a surreply filed on February 15, 2023, American argued that it had made all appropriate changes to its price displays and that the Department's full-fare advertising rules do not apply to the website in question because it is a private business-to-business channel, not accessible to the general public, and terms and conditions are all set forth in a contract. In support of this argument, American cited *Edelman v. British Airways*, DOT Order 2014-9-2 at 5 ("As a matter of enforcement policy, the Enforcement Office has not enforced the full fare advertising rule in connection with private corporate booking tools, such as the one at issue here, because they are not available to the general public, they involve private contractual arrangements, and the contracting parties are deemed to have notice and have accepted the carrier's terms and conditions").[1]

Applicable Law

The Department's full fare rule, 14 CFR 399.84(a), as it existed on the date of the alleged incidents,[2] stated in relevant part that with respect to advertising or solicitations for passenger air transportation, "although charges included within the single total price listed (*e.g.*, government taxes) may be stated separately or through links or 'pop ups' on websites that display the total price, *such charges may not be false or misleading*, may not be displayed prominently, may not be presented in the same or larger size as the total price, and must provide cost information on a per passenger basis that accurately reflects the cost of the item covered by the mandatory charge" (emphasis added). Because the full fare rule was issued under the authority of Section 41712, violations of the rule are considered violations of Section 41712. The Department's Office of Aviation Consumer Protection (OACP) has found that overcharging taxes is a violation of the full fare rule.[3]

DOT Findings and Conclusion

After carefully reviewing the information presented in the complaints, the answers, and the supplemental filings, we find that American violated Section 399.84(a) with respect to the 2021 complaint by misrepresenting carrier-imposed fees as "taxes." Whether Mr. Edelman was personally deceived by the misrepresentation or actually relied on the false statements is immaterial because Section 399.84(a) specifically prohibits charges from being "false or misleading," without reference to whether any specific consumer was personally deceived. However, as American has implemented corrective measures, and because of the significant amount of time that has passed since the incident occurred, we have determined that enforcement action is not warranted. American is warned in this instance. We decline to take enforcement action with respect to the 2022 complaint (relating to American's business-to-business site), consistent with our reasoning in DOT Order 2014-9-2.

ACCORDINGLY, I dismiss the complaint filed in Dockets DOT-OST-2021-0157 and DOT-OST-2022-0136 under the authority in 14 CFR 302.406(a)(2) delegated to me by the Assistant General

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[1] https://www.transportation.gov/sites/dot.gov/files/docs/eo_2014-9-2.pdf (finding BA responsible for misrepresentations of taxes and fees by Oneworld Management Co. on the "Oneworld" booking engine, but *declining* to take action for BA's failure to disclose taxes and fees on flights booked through the separate "On Business" program).

[2] The language in this order reflects Section 399.84(a) as it existed at the time of the incident at issue. On April 30, 2024, the Department published a final rule modifying the full fare rule. *See* 89 FR 34620.

[3] DOT Order 2019-6-5 (June 4, 2019).

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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for the Office of Aviation Consumer Protection

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