Order 2026-7-3

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

Complaint of **Nicole and Christopher Swackhamer** **v.** **United Airlines, Inc.**	**Docket DOT-OST-2023-0163** **Served July 2, 2026**

ORDER OF DISMISSAL

On October 19, 2023, Nicole and Christopher Swackhamer filed a formal complaint with the U.S. Department of Transportation (Department or DOT) against United Airlines, Inc. (United). The Swackhamers contend that United improperly denied them boarding and they are entitled to compensation for consequential losses and expenses under European Union (EU) regulations or its equivalent in the United Kingdom (UK). Pursuant to 14 CFR 302.406(a)(2), we dismiss the complaint because United did not violate U.S. law.

The Complaint and Answer

The Swackhamers state that, on July 6, 2023, they were involuntarily denied boarding twice at London-Heathrow Airport (LHR). Specifically, they assert they were involuntarily denied boarding on UA959 from LHR to Chicago O'Hare International Airport (ORD) despite holding confirmed reservations. The Swackhamers state that they were then rebooked on another United flight, UA941, from LHR to Newark Liberty International Airport (EWR). They state that upon arriving at the gate for UA941, they were involuntarily denied boarding again because the flight had been oversold. The Swackhamers argue that under EU regulations, UK law, and the Montreal Convention, they are entitled to denied boarding compensation and consequential damages. The Swackhamers ask the Department to exercise its authority under 49 U.S.C. § 41712 to open an investigation of United for engaging in an unfair or deceptive practice.

On October 23, 2023, the Swackhamers sent an email to the Department asking to dismiss their complaint because United provided them adequate compensation.

In its November 3, 2023 answer, United asserts that the complaint is moot because United agreed to provide the Swackhamers with goodwill compensation and that the Swackhamers asked to withdraw their complaint. United further asserts that the Department does not have the authority to enforce a regulation promulgated by the European Parliament. In addition, United explains that the Swackhamers were traveling on a MileagePlus award interline ticket and that a ticketing mistake by Lufthansa caused the Swackhamers' flight problems. United asserts that as soon as the error was discovered at LHR, United placed the Swackhamers on the standby list for the LHR-EWR flight. United asserts while the LHR-EWR flight was oversold, the Swackhamers would have been able to board that flight if they remained on standby, but they chose to fly on a British Airways flight to Austin–Bergstrom International Airport (AUS) the next day at no additional cost.

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 also 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.

Furthermore, the Department's oversales rule, contained in 14 CFR part 250, mandates certain compensation and other protections for passengers who have been involuntarily denied boarding because their flight was oversold. Part 250 applies to scheduled flight segments using an aircraft that has a designed passenger capacity of 30 or more passenger seats, operating in interstate air transportation or foreign air transportation with respect to nonstop flight segments originating at a point within the United States.

DOT Findings and Conclusion

After carefully reviewing the information presented in the complaint and answer, we have determined that enforcement action is not warranted.[1] The Department's oversales rules do not apply here because the oversold flights at issue here were not nonstop flight segments originating at a point within the United States. We see no evidence that United violated its customer care commitments or otherwise committed an unfair or deceptive practice regarding this matter. To

[1] We disagree with United's suggestion that the matter is now moot. A passenger's private settlement with a carrier, including the withdrawal of a complaint, does render a complaint moot or negate OACP's independent authority to examine the facts and the law to determine whether enforcement action is appropriate with respect to the passenger's complaint or the issue more generally. *See, e.g.*, *Jackson/Prince v. American Airlines*, DOT Order 2018-10-16 (October 24, 2018) ("The Enforcement Office's review of all of the available facts, including the parties' filings, information provided by the airline, and any other available information, is wholly independent of any private resolution by the parties. Accordingly, our determination is based on the facts before us and applicable law and is unrelated to any settlement reached by the parties."); *see also Libersohn v. Avianca*, DOT Order 2022-11-19 (November 14, 2022); and *Gutnicki/Reiners v. United Airlines*, DOT Order 2021-1-6 (January 19, 2021).

the extent that the Swackhamers invoke EU or UK regulations, any appropriate remedy lies with those jurisdictions. Finally, the Swackhamers do not explain how the Montreal Convention would apply to this matter.

ACCORDINGLY, I dismiss the complaint filed in Docket DOT-OST-2023-0163 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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for the Office of Aviation Consumer Protection

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