



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

Issued by the Department of Transportation  
on the nineteenth day of October, 2005

**Akwaaba Airlines & Tours Limited,  
d/b/a/ Ahenfo Airlines Limited**

**Violations of 49 U.S.C. §§ 41301 and  
41712**

**Docket OST 2005-20077**

**Served October 19, 2005**

**CONSENT ORDER**

This consent order concerns unauthorized advertising and sales of air transportation as an indirect air carrier by Akwaaba Airlines & Tours Limited, d/b/a Ahenfo Airlines Limited ("Akwaaba"), a foreign-controlled company based in Union, New Jersey and Toronto, Canada. The unauthorized holding out by Akwaaba violates 49 U.S.C. § 41301, which requires the economic licensing of foreign air carriers, and constitutes unfair and deceptive practices in violation of 49 U.S.C. § 41712. This order directs Akwaaba to cease and desist from future violations and assesses the carrier compromise civil penalties of \$100,000.

Akwaaba was formed in Canada in January 2005, to provide air transport services between Canada, the United States and Ghana<sup>1</sup> in connection with Ahenfo Airlines Limited of Ghana.<sup>2</sup> Prior to applying for or receiving authority from the Department, Akwaaba printed and distributed flyers advertising its

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<sup>1</sup> On May 31, 2005, Akwaaba published a press release announcing air service from Toronto to Accra. On June 23, 2005, the Canadian Transportation Agency (CTA) issued a Cease and Desist Order against Akwaaba Airlines Limited, requiring the company to cease all advertising and selling of air transportation services between Toronto, Canada, and Accra, Ghana. The order stated that, as of that date, the CTA had not received an application by Akwaaba or Ahenfo for a license or charter permit to operate the flights that the firms were advertising and selling. The CTA also asked anyone who had paid either company in advance for transportation between Canada and Africa and had not received the service paid for, to contact the CTA's Toronto Regional Office.

<sup>2</sup> Ahenfo Airlines Limited (Ahenfo) is a Ghanaian carrier with no offices or other business presence in the United States at this time. On July 19, 2005, Ahenfo notified us it had severed its business agreement with Akwaaba Airlines & Tours Limited. We have warned Ahenfo that, should it seek to operate to the United States in the future, its involvement in this matter will be subject to review.

flights, advertised on several web sites including [www.ozsmallbiz.net](http://www.ozsmallbiz.net), and offered information about its flight services on its web sites, [www.ahenfoair.com](http://www.ahenfoair.com), and [www.akwaabaairlines.com](http://www.akwaabaairlines.com). Its press releases and advertisements announced a twice-weekly schedule of flights from Newark to Accra "in partnership with Worldwide Charters, Inc."<sup>3</sup> The firm offered to sell, made reservations, and sold trips to numerous consumers without applying to the Department for any authority.

Akwaaba, by holding out service before it filed for or received economic authority from the Department, violated 49 U.S.C. § 41301. Its conduct also constituted an unfair and deceptive practice and unfair method of competition in violation of 49 U.S.C. § 41712.

In explanation and mitigation, Akwaaba states that, at all times, its goal has been to comply with all of the Department's requirements and any violations were unintentional. Akwaaba explains that it believed that it had taken the necessary steps to operate Public Charter air service in the United States utilizing the aviation authority that Ahenfo Airlines holds in Ghana. According to Akwaaba, when it learned from the Department that it did not have the necessary authority, it changed its web site and advertising to indicate that it now provides tours to Ghana, and no longer operates air transportation service. Akwaaba states that some of the material publicizing its aviation and tour services was issued by third parties with whom Akwaaba did not have a business relationship. Akwaaba further avows that it did not approve this publicity in advance. The firm maintains that it has refunded all ticket money that was inappropriately collected, and has now taken the necessary steps to assure that it will fulfill the requirements of the Department's regulations in the future.

The Office of Aviation Enforcement and Proceedings (Enforcement Office) has carefully considered the information provided by Akwaaba, but continues to believe that enforcement action is warranted. In this connection, the Enforcement Office and Akwaaba have reached a settlement of this matter. Akwaaba consents to the issuance of an order to cease and desist from future violations of 49 U.S.C. §§ 41301 and 41712, and to the assessment of \$100,000 in compromise of potential civil penalties, which will be paid according to the schedule stated below.<sup>4</sup> Of this total penalty amount, \$20,000 shall be due and payable within 60 days of the issuance of this order. Four subsequent payments of \$15,000 each shall be due and payable 120, 180, 240 days and one year, respectively, following the service date of this order. The remaining \$20,000 shall be suspended for sixteen months following issuance of this order, and then forgiven, unless Akwaaba violates this order's cease and desist provision within that sixteen-month period, or fails to comply with the order's payment provisions, in which case the entire unpaid portion of the \$100,000 penalty shall

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<sup>3</sup> See [www.ghanaweb.com/GhanaHomePage/NewsArchive/artikel.php?ID=84782](http://www.ghanaweb.com/GhanaHomePage/NewsArchive/artikel.php?ID=84782). Worldwide Charters had no authority from the Department to operate a Public Charter program with Akwaaba Airlines & Tours Limited d/b/a Ahenfo Airlines Limited.

<sup>4</sup> The amount of the civil penalty reflects, among other things, the relatively small size of the respondent, its ultimate cooperation, and the mitigating circumstances it mentioned.

become due and payable immediately, and the company may be subject to further enforcement action. Akwaaba further agrees that it will also expeditiously grant full refunds to all consumers involved in the sales that are the subject of this order who have made or in the future make a refund request to Akwaaba or Ahenfo Airlines Limited, either directly or through the Canadian Transportation Agency, State or local consumer or business authorities, or the Department. We believe that the compromise assessment is appropriate and serves the public interest. It represents an adequate deterrence to future noncompliance with the Department's licensing requirements by Akwaaba, as well as by other companies engaged in similar services.

This order is issued under the authority contained in 49 CFR 1.57a and 14 CFR 385.15.

**ACCORDINGLY,**

1. Based on the above discussion, we approve this settlement and the provisions of this order as being in the public interest;
2. We find that, by offering and selling air transportation without economic authority, Akwaaba Airlines & Tours Limited, d/b/a Ahenfo Airlines Limited violated 49 U.S.C. § 41301, and engaged in unfair or deceptive practices and unfair methods of competition in violation of 49 U.S.C. § 41712;
3. Akwaaba Airlines & Tours Limited, d/b/a Ahenfo Airlines Limited, and all other entities owned or controlled by Akwaaba Airlines & Tours Limited, d/b/a Ahenfo Airlines Limited, and their successors and assignees, are ordered to cease and desist from violations of 49 U.S.C. §§ 41301 and 41712;
4. Akwaaba Airlines & Tours Limited, d/b/a Ahenfo Airlines Limited is ordered to grant expeditiously full refunds to all consumers involved in the sales that are the subject of this order who have made or in the future make a refund request to Akwaaba Airlines & Tours Limited, d/b/a Ahenfo Airlines Limited or Ahenfo Airlines Limited, either directly or through the Canadian Transportation Agency, State or local consumer or business authorities, or the Department;
5. Akwaaba Airlines & Tours Limited, d/b/a Ahenfo Airlines Limited is assessed \$100,000 in compromise of civil penalties that might otherwise be assessed for the violations described in ordering paragraph 2. Of this total penalty amount, a first payment of \$20,000 shall be due and payable within 60 days of the date of issuance of this order. Four subsequent payments of \$15,000 each shall be due and payable 120, 180, 240 days and one year, respectively, following the date of issuance of this order. The remaining \$20,000 shall be suspended for sixteen months following issuance of this order, and then forgiven, unless Akwaaba Airlines & Tours Limited, d/b/a

Ahenfo Airlines Limited, violates this order's cease and desist provision within that sixteen-month period, or fails to comply with the order's payment provisions, in which case the entire unpaid portion of the \$100,000 penalty shall become due and payable immediately. Failure to pay the compromise assessment as ordered will subject Akwaaba Airlines & Tours Limited, d/b/a Ahenfo Airlines Limited, to the assessment of interest, penalty, and collection charges under the Debt Collection Act, and possible enforcement action for failure to comply with this order; and

6. Payment shall be made by wire transfer through the Federal Reserve Communications System, commonly known as "Fed Wire," to the account of the U.S. Treasury. The wire transfer shall be executed in accordance with the instructions contained in the Attachment to this order.

This order will become a final order of the Department 10 days after its service date unless a timely petition for review is filed or the Department takes review on its own motion.

**BY:**

**ROSALIND A. KNAPP**  
**Deputy General Counsel**

**(SEAL)**

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