



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

Issued by the Department of Transportation  
On the Twenty-Third day of November, 2012

**STI Travel, LLC**

**Violations of 49 U.S.C. § 41712 and  
14 CFR 399.84(a)**

**Docket OST 2012-0002  
Served November 23, 2012**

**CONSENT ORDER**

This consent order concerns Internet advertisements by STI Travel, LLC, (STI) that failed to comply with the Department's full-fare advertising rule, 14 CFR 399.84(a), and constituted an unfair and deceptive practice prohibited by 49 U.S.C. § 41712. It directs STI to cease and desist from future violations of Part 399 and section 41712 and assesses STI a compromise civil penalty of \$20,000.

**Applicable Law**

STI is a ticket agent<sup>1</sup> and is therefore subject to the advertising requirements of Part 399 of the Department's rules and the prohibition in 49 U.S.C. § 41712 against engaging in unfair and deceptive practices. To ensure that consumers are not deceived and are given accurate and complete fare information on which to base their airline travel purchase decisions, 14 CFR 399.84(a) requires that advertisements specifying airfares and tour package prices with an air component state the entire price to be paid by the consumer. Although charges included within the single total price listed, e.g., government taxes, may be described separately, including through links or "pop ups" on websites that display the total price, such descriptions may not be false or misleading, may not be

<sup>1</sup> A "ticket agent" is "a person (except an air carrier, a foreign air carrier, or an employee of an air carrier or foreign air carrier) that as a principal or agent sells, offers for sale, negotiates for, or holds itself out as selling, providing, or arranging for air transportation." 49 U.S.C. § 40102(a)(45).

displayed as prominently as the total price, 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 charge. Violations of section 399.84(a) also constitute violations of section 41712.

### **Facts and Conclusions**

An investigation by the Office of Aviation Enforcement and Proceedings (Enforcement Office) found that for a period of time after January 2012, STI advertised on its website and via email messages tour packages with an air component that did not include the entire price to be paid by the consumer and, therefore, failed to meet the requirements of 14 CFR 399.84(a). More specifically, the advertised prices of tour packages did not include “airport taxes and fuel surcharges.” Such conduct also constitutes an unfair and deceptive practice prohibited under 49 U.S.C. § 41712.

### **Mitigation**

In mitigation, STI states that it is a small business and serves a very specialized market. STI states that 90 percent of its bookings concern travel arrangements to Egypt and that prior to this incident, it had never been contacted by the Department regarding a violation of the Department’s rules. STI states that it takes its obligations under the DOT’s full-fare advertising rule very seriously and vows that it had no intention of violating any Departmental regulation. STI explains that, upon receipt of the Department’s investigation letter, it took the necessary action to comply with the Department’s regulations and brought its website into full compliance immediately. STI states that its website is intended to be an information source and it does not allow consumers to book travel via its website. STI further states that only a small number of its travel packages include an air component, and those are marketed exclusively to travel agents, not individual consumers. STI explains that the advertising published on its website is intended exclusively for travel agents and requires interested agents to contact STI by phone, fax or email.

STI Travel asserts that it never intended to disregard the Department’s requirements or to mislead customers in any way. STI states that it has never received any complaints or questions from consumers concerning its fam trips (familiarization trips for travel agents) or the pricing advertised on its website.

### **Decision**

The Enforcement Office has carefully considered the information provided by STI and believes that enforcement action is warranted. The Enforcement Office and STI have reached a settlement of this matter in order to avoid litigation. Without admitting or denying the violations described above, STI consents to the issuance of this order to cease and desist from similar violations of 49 U.S.C. § 41712 and 14 CFR 399.84(a) and to the assessment of \$20,000 in compromise of potential civil penalties otherwise due and payable pursuant to 49 U.S.C. § 46301.

This compromise assessment is appropriate considering the nature and extent of the violations described herein and serves the public interest. It represents a strong deterrent against future noncompliance with the Department's airfare advertising regulations.

This order is issued under the authority contained in 49 CFR Part 1.

ACCORDINGLY,

1. Based on the above information, we approve this settlement and the provisions of this order as being in the public interest;
2. We find that STI Travel, LLC, violated 14 CFR 399.84(a) by failing to advertise the entire price to be paid by consumers for tour packages with an air component;
3. We find that by engaging in the conduct and violations described in ordering paragraph 2, above, STI Travel, LLC, engaged in an unfair and deceptive trade practice in violation of 49 U.S.C. § 41712;
4. We order STI Travel, LLC, and all other entities owned or controlled by, or under common ownership and control with STI Travel, LLC, their successors and assignees, to cease and desist from further similar violations of 49 U.S.C. § 41712 and 14 CFR 399.84(a). Failure to comply with this cease and desist provision shall subject these entities to further enforcement action;
5. We assess STI Travel, LLC, \$20,000 in civil penalties in compromise of civil penalties that might otherwise be assessed for the violations found in ordering paragraphs 2 and 3 above. Of this total penalty amount, \$10,000 shall be due and payable as follows: \$2,500 shall be due within 30 days of the date of issuance of this order and additional payments of \$2,500 each shall be due on March 1, 2013, July 1, 2013, and December 31, 2013. Any unpaid portion of the civil penalty amount shall become due and payable immediately if, between the date of issuance of this order and January 31, 2014, STI Travel, LLC, violates this order's cease and desist or payment provisions, in which case STI Travel, LLC, may become subject to additional enforcement action for any violation of the order; and
6. We order STI Travel, LLC, to pay the penalty through Pay.gov to the account of the U.S. Treasury in accordance with the instructions contained in the Attachment to this order. Failure to pay the penalty as ordered shall subject STI Travel, LLC, to the assessment of interest, penalty, and collection charges under the Debt Collection Act and to further enforcement action for failing to comply with 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:**

**SAMUEL PODBERESKY**  
**Assistant General Counsel for**  
**Aviation Enforcement and Proceedings**

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