



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

Issued by the Department of Transportation
on the 7th day of January, 2016

United Airlines, Inc.

**Violations of 14 CFR Parts 259 and 382 and
49 U.S.C. §§ 41310, 41702, 41705, and 41712**

Docket OST-2016-0002

Served: January 7, 2016

CONSENT ORDER

This order concerns violations by United Airlines, Inc., (United) of the requirements of 14 CFR Part 382 (Part 382) with respect to providing passengers with a disability with enplaning and deplaning assistance, including connecting assistance and assistance in moving within the terminal. Part 382 implements the Air Carrier Access Act (ACAA), 49 U.S.C. § 41705, and violations of that part also violate the ACAA. To the extent that the ACAA and Part 382 violations occurred in interstate air transportation, the incidents are also violations of 49 U.S.C. § 41702, which requires that air carriers provide safe and adequate interstate air transportation; to the extent the violations occurred in foreign air transportation, the incidents would violate 49 U.S.C. § 41310, which, in part, prohibits air carriers and foreign air carriers from unreasonably discriminating against any person in foreign air transportation. Further, pursuant to 14 CFR 259.5(b)(6), a covered carrier must adhere to a customer service plan which includes a commitment to properly accommodate passengers with disabilities as required by Part 382. Violations of the ACAA and 14 CFR Parts 259 and 382, as well as of 49 U.S.C. §§ 41702 and 41310, are unfair and deceptive practices in violation of 49 U.S.C. § 41712. This order directs United to cease and desist from future violations of Part 382 and the ACAA and assesses the carrier \$2,000,000 in civil penalties.¹

¹ This order is a global settlement through the issuance date of this order by United and United's United Express operators of all ACAA and Part 382 violations (including violations of 49 U.S.C. §§ 41310, 41701, 41705, and 41712) related to providing passengers with a disability with enplaning and deplaning assistance and properly handling wheelchairs and other assistive devices.

Due to a significant increase in the number of disability-related complaints the carrier received directly from consumers,² the Office of Aviation Enforcement and Proceedings (Enforcement Office) investigated United's compliance with the provisions of Part 382. The Enforcement Office reviewed all disability-related complaints United received directly from passengers in the first half of 2014.

Failure to Provide Enplaning and Deplaning Assistance

Part 382 requires air carriers to provide passengers with disabilities prompt enplaning and deplaning assistance, which inherently includes assistance in moving within the terminal and connecting assistance, if requested. Specifically, section 382.95(a) requires carriers to promptly provide or ensure assistance requested by or on behalf of passengers with a disability in enplaning and deplaning the aircraft. This assistance must include, as needed, the services of personnel and the use of ground wheelchairs, accessible motorized carts, boarding wheelchairs, on-board wheelchairs, and ramps or mechanical lifts. In addition, section 382.91 requires carriers to provide or ensure assistance (i.e., wheelchair assistance) requested by or on behalf of a passenger with a disability in transportation between gates to make a connection to another flight and assistance in moving from the terminal entrance through the airport to the gate for a departing flight, or from the gate to baggage claim and the terminal entrance for an arriving flight. This requirement also includes assistance in accessing key functional areas of the terminal.

The Enforcement Office's investigation revealed a significant number of violations of sections 382.91 and 382.95 during the pertinent time period. Specifically, the Enforcement Office found many instances in which United failed to provide adequate and timely assistance in moving within the terminal and in enplaning and deplaning the aircraft at the following airports: Houston International Airport (IAH), Chicago O'Hare International Airport (ORD), Denver International Airport (DEN), Newark International Airport (EWR), and Dulles International Airport (IAD).

Failure to Properly Handle Wheelchairs, Other Mobility Aids, and Other Assistive Devices

Pursuant to section 382.125, carriers must stow wheelchairs, other mobility aids, or other assistive devices in the baggage compartment if an approved stowage area is not available in the cabin³ or the items cannot be transported in the cabin consistent with FAA, PHMSA, TSA, or applicable foreign government requirements concerning security, safety, and hazardous materials with respect to the stowage of carry-on items. Carriers must provide for the checking and timely return of passengers' wheelchairs, other mobility aids, or other assistive devices as close as possible to the door of the aircraft so that passengers may use their own equipment to the extent possible.⁴

² Pursuant to section 382.157, carriers must categorize disability-related complaints they receive according to the type of disability and nature of complaint and submit annual reports to the Department detailing the disability complaints received the prior calendar year.

Further, section 382.129(b) requires carriers to return wheelchairs, other mobility aids, and other assistive devices to the passenger in the condition in which they received them.

The Enforcement Office's investigation revealed numerous instances during the pertinent time period in which United violated 14 CFR 382.125 by failing to return passengers' wheelchairs, other mobility aids, or other assistive devices in a timely manner. Additionally, the Enforcement Office found numerous instances in which United violated 14 CFR 382.129(b) by failing to return wheelchairs, other mobility aids, and other assistive devices to passengers in the condition in which United received them.

Mitigation

In mitigation United states that it takes its responsibilities under the ACAA and Part 382 very seriously and values its customers with disabilities. United states that it is committed to providing its passengers with disabilities with a positive air travel experience. United explains that its employees and contractors receive extensive training on their Part 382 obligations, and United maintains a strong relationship with numerous disability organizations throughout the country to keep abreast of the needs of passengers with disabilities and to assimilate their suggestions into its training and policies. In addition, United states that it has formed a "Customers with Disabilities Advisory Board" made up of individuals representing several disabilities. United notes that its Board meets regularly to discuss issues pertaining to air travel and accessibility and offers suggestions and advice to improve United's product and service. Furthermore, United states that the mission of the group is to ensure that United will continue to offer safe, reliable and accessible transportation for all customers, including those with disabilities.

United states that the number of complaints it received and the number of apparent violations alleged by the Department during the relevant period represent a very small number when compared to the number of requests for wheelchair assistance that United received. United, states that it, and its United Express carriers, transport over 100 million passengers per year. United states that it receives thousands of requests for wheelchair and other disability-related assistance on a daily basis, or close to a million each year. Furthermore, United states that during the time period reviewed by DOT, fewer than 3 in 1000 of those requesting such assistance filed complaints with United, and a portion of those complaints were considered violations by the Department.

Additionally, United notes that it respectfully disagrees with the Department's interpretation of many aspects of Part 382, including its interpretation of 382.91, 382.95, and 382.129, and states that it reserves its right to challenge the Department's interpretation should future litigation arise.

United states that it is committed to running a safe and reliable airline including excellent service for its passengers with disabilities that is also accessible, respectful and compliant with applicable disability laws. In connection with the foregoing, United states that it is taking the following significant actions to enhance its service to customers with disabilities:

1. Investing in industry-leading innovative technology, including purchasing mobile devices for flight attendants and gate agents, to allow United and its vendors to better communicate with wheelchair attendants and to track in real time the needs of customers with disabilities.
2. Improving its relationship with its vendors that provide wheelchair assistance, so that vendors will be more accountable for providing good wheelchair assistance for United's customers and in connection therewith has increased the number and extensiveness of its quality assurance audits of its vendors.
3. Spending significant sums of money to acquire wheelchair lift devices for passengers with disabilities at airports in Newark, Houston, Los Angeles, Las Vegas, and Orlando.
4. Increasing staffing of wheelchair attendants during the 2015/2016 holiday period, together with its main vendor of wheelchair services.
5. Developing a pilot project to utilize location technology and the United app to deliver customer-facing services including one or more of the following: (1) provide an opportunity for passengers to self-identify when they have arrived at an airport terminal and previously requested wheelchair/disability-related assistance for an upcoming flight; (2) provide an opportunity in real-time for passengers to request a wheelchair/disability-related assistance through the use of the United app while at an airport terminal; and (3) explore methods to advise passengers in real-time on the status of their wheelchair/disability-related assistance request.
6. Increasing the staffing and awareness of its Accessibility Hotline to give customers a more efficient means of addressing questions and issues that may arise concerning traveling with disabilities.
7. Developing and implementing surveys directed to passengers with disabilities following their flights to continue to improve and evolve our service.

Decision

The Enforcement Office has carefully considered the information provided by United and continues to believe enforcement action is warranted. The Enforcement Office and United have reached a settlement of this matter in order to avoid litigation. United consents to the issuance of this order to cease and desist from future similar violations of 14 CFR Parts 259 and 382, and 49 U.S.C. §§ 41310, 41702, 41705, and 41712, and to the assessment of \$2,000,000 in compromise of potential civil penalties otherwise due and payable pursuant to 49 U.S.C. § 46301. While United consents to the issuance of this order, it does so without admitting to any violations in order to avoid the burden and expense of litigation. United believes that the interests of United, the Department, and the flying public are better served through settlement of this matter so that resources may be dedicated to improving customer service, rather than expended in protracted litigation.

This compromise assessment is appropriate considering the nature and extent of the violations described herein and the size and sophistication of the carrier, and serves the public interest. It represents a strong deterrent to future similar unlawful practices by United and other carriers.

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 United Airlines, Inc., violated 14 CFR 382.95(a) by failing to provide prompt assistance to passengers with a disability in enplaning and deplaning the aircraft;
3. We find that United Airlines, Inc., violated 14 CFR 382.91 by failing to provide adequate assistance to passengers with a disability in moving within the terminal and in transportation between gates to make a connection;
4. We find that United Airlines, Inc., violated 14 CFR 382.125 by failing to timely return passengers' wheelchairs, other mobility aids, or other assistive devices;
5. We find that United Airlines, Inc., violated 14 CFR 382.129(b) by failing to return wheelchairs, other mobility aids, and other assistive devices to passengers in the condition in which United received them;
6. We find that by engaging in the conduct described in paragraphs 2 through 5, above, United Airlines, Inc., violated 49 U.S.C. § 41705;
7. We find that by engaging in the conduct described in paragraphs 2 through 5, above, United Airlines, Inc., failed to adhere to its Customer Commitment in violation of 14 CFR 259.5(b)(6);
8. We find that to the extent the conduct described in paragraphs 2 through 6, above, occurred in interstate air transportation, United Airlines, Inc., violated 49 U.S.C. § 41702;
9. We find that to the extent the conduct described in paragraphs 2 through 6, above, occurred in foreign air transportation, United Airlines, Inc., violated 49 U.S.C. § 41310;
10. We find that by engaging in the conduct described in paragraphs 2 through 9, above, United Airlines, Inc., engaged in unfair and deceptive practices and unfair methods of competition in violation of 49 U.S.C. § 41712;
11. We order United Airlines, Inc., its successors, its affiliates, and all other entities owned by, controlled by, or under common ownership and control with United Airlines, Inc., its successors, its affiliates, and its assigns to cease and desist from further violations of

14 CFR 259.5(b)(6), 382.91, 382.95(a), 382.125, and 382.129(b), and 49 U.S.C. §§ 41705, 41310, 41702, and 41712;

12. We assess United Airlines, Inc., \$2,000,000 in compromise of civil penalties that might otherwise be assessed for the violations described in paragraphs 2 through 10, above:

- a. \$700,000 of the assessed penalty shall be due and payable within thirty (30) days of the service date of this order;
- b. \$650,000 of the assessed penalty shall be credited to United Airlines, Inc., for compensation provided to consumers who filed a disability-related complaint with United Airlines, Inc., in 2014;⁵
- c. \$150,000 of the assessed penalty shall be credited to United Airlines, Inc., for funds to be expended towards improving quality assurance audits of United's wheelchair vendor(s), including tracking the time period within which wheelchair assistance is provided to passengers with disabilities;
- d. \$500,000 of the assessed penalty shall be credited to United Airlines, Inc., for funds to be expended towards a pilot program to develop, implement, operate, and/or maintain technology that will provide a passenger with a disability the ability to do two or more of the following via United's mobile app:
 - i. Self-identify upon arrival at an airport terminal and notify United of his or her location in the instances when an advanced request for wheelchair or other disability-related assistance has been made;
 - ii. Make a real-time request for wheelchair or other disability-related assistance while at an airport terminal; and/or
 - iii. Receive real-time updates on the status of his or her wheelchair or other disability-related assistance request;

13. By September 1, 2017, United Airlines, Inc., shall provide the Department with supporting documentation containing a description of the expenditures associated with the \$150,000 offset listed in subparagraph 12(c) and the \$500,000 offset listed in subparagraph 12(d), above, and the accompanying accounting verifying the offsets. The documentation must be accompanied by a sworn statement by a senior carrier official attesting that the description, documentation, and accounting are true and complete to the best of that official's knowledge and that official has made a reasonable inquiry to establish the accuracy of the statement;

14. To the extent that United Airlines, Inc., fails to provide adequate documentation and accounting verifying the appropriate expenditures of the \$150,000 offset listed in

⁵ The credits are based on less than 80% of voucher value and two cents per frequent flyer mile provided to consumers who filed a disability-related complaint with United Airlines, Inc., in 2014.

subparagraph 12(c) and the \$500,000 offset described in subparagraphs 12(d), above, the amount shall become due and payable within thirty (30) days of the due date, i.e., no later than October 2, 2017;⁶ and

15. We order United Airlines, Inc., to pay the penalty as required in paragraph 12, above, through Pay.gov to the account of the U.S. Treasury. Payments shall be made in accordance with the instructions contained in the Attachment to this order. Failure to pay the penalty as ordered shall subject United Airlines, Inc., 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 ten (10) days after its service date unless a timely petition for review is filed or the Department takes review on its own motion.

BY:

BLANE A. WORKIE
Assistant General Counsel for
Aviation Enforcement and Proceedings

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⁶ Anticipated cost information provided by United to the Department of the offsets described in subparagraph 12(c) and 12(d) showed that the cost to the carrier of these offsets would be significantly greater than the credit provided by the Department.