

BEFORE THE DEPARTMENT OF TRANSPORTATION
OFFICE OF AVIATION ENFORCEMENT AND PROCEEDINGS
WASHINGTON, D.C.

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Maria Borges,)
third-party complainant)
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v.) Docket DOT-OST-2020-____
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American Airlines)
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COMPLAINT OF MARIA BORGES

Comments with respect to this document should be addressed to:

Maria Borges
9774 NW 27th Terrace, Doral, FL 33172
E-mail: lasjimaguas22@gmail.com

Dated: April 30, 2020

BEFORE THE DEPARTMENT OF TRANSPORTATION
OFFICE OF AVIATION ENFORCEMENT AND PROCEEDINGS
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Maria Borges,)
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v.) Docket DOT-OST-2020-____
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American Airlines)
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COMPLAINT OF [YOUR NAME]

1. This complaint arises out of American Airlines refusing to provide a refund of earned AAdvantage miles following the cancellation of an award ticket, under the false accusation that the miles under my AAdvantage account were fraudulently earned. As a result of these false accusations, American Airlines confiscated 290,000 miles and denied my ability use these AAdvantage miles under the terms and conditions of the AAdvantage program.

I. FACTS

1. On December 18, 2019 I used my AAdvantage miles under account 1LJ73H8 to make an award reservation for my daughter and son-in-law for a flight departing MIA on July 2, 2020, traveling through DFW, and arriving in OGG that afternoon. The reservation cost 145,000 AAdvantage miles per passenger for a total of 290,000 AAdvantage miles.

2. My daughter and son-in-law were traveling on the same flights and in the same cabin (business class) as other family member.
3. In January 2020, I made the decision to close my existing AAdvantage account due to a security concern I had. I subsequently opened a replacement AAdvantage account 2AF9N50.
4. At some point in March or April 2020, American Airlines performed a number of schedule changes to the original itinerary which resulted in my daughter and son-in-law being placed on different flights. As a result, the daughter, son-in-law, and remaining family members contacted American Airlines to resolve the issue and were informed that their best course of action was to have all family members rebooked on different flights that would accommodate all of them together.
5. The replacement flights were appearing on aa.com at a substantially reduced mileage rate as AAdvantage Web Specials, which means phone agents are unable to book them for passengers. As a result, they were informed the reservations could be cancelled at no charge and the passengers could rebook at the new rate on their own time.
6. On Saturday, April 25, my son-in-law and his father (an Executive Platinum member of American Airlines, and one of the other passengers) called American Airlines to begin the process of cancelling their existing reservations and rebooking the new reservations.
7. The agent on the line was informed that for my daughter and son-in-law's reservation, the miles had come out of the account I had voluntarily terminated. They asked what the process would be for redepositing these miles and were

informed by the agent that the miles would be placed in the new AAdvantage account.

8. On Monday April 27th the 290,000 miles still had not been placed in AAdvantage account 2AF9N50. My son-in-law and his father again called American Airlines and received conflicting information from multiple agents. Some stated that there would be no issue placing the miles in the new account, others stated it would not be possible. This was despite the fact that the initial agent had clearly stated there would not be a problem reissuing the miles into the new account.
9. On the afternoon of Monday April 27th, my son-in-law and his father were able to discuss the matter with a member of the airline's Concierge Key department, who informed them she had spoken to the AAdvantage team and assured them the miles would be redeposited into the account within a week. The agent also stated she had placed notes on the account describing the situation in detail and providing a report for future agents.
10. On the morning of April 30th, my son-in-law again reached out to the airline to inquire about the status of the redeposit because the miles were required to make the replacement booking. Once again, they received conflicting reports about the mileage redeposit and were transferred to a supervisor at the AAdvantage desk named Christina O'Keefe.
11. Ms. O'keefe informed my son-in-law that because the account had been terminated, even if voluntarily, the miles could not be placed into a new account. My son-in-law informed Ms. O'keefe that the reservation was only cancelled after he was told that there would be no problem receiving the mileage redeposit in the

new account, and also referenced his conversation with the member of the Concierge Key desk who assured him the miles would be redeposited. Ms.

O'Keefe stated she could see no notes on the reservation from that team member.

12. Ms. O'keefe continued to look into the reservation and the voluntarily terminated account, and eventually asked to speak directly to me. After getting on the line, Ms. O'keefe proceeded to inquire about my credit history without providing information on the status of my 290,000 miles or the cancelled reservation. I asked Ms. O'Keefe why she was interested in my credit history and she informed that the miles I had earned on my account were "fraudulent", and that I was not allowed to receive the amount of miles I had.

13. Ms. O'keefe elaborated by stating that because I had earned multiple Citi AAdvantage card bonuses, I had engaged in fraudulent activity and the miles would not be returned to the account and the reservation we had cancelled could not be reinstated. She stated I could only earn one Citi AAdvantage card bonus per 48 months. Despite my attempts to explain how this was patently false, Ms. O'keefe would not listen. At this point I terminated the call.

14. On the afternoon of April 30, 2020 my son-in-law and I once again called American Airlines to attempt to get a final resolution on the issue. After nearly fifty minutes on hold, an AAdvantage representative informed me that my account was being reviewed by corporate security for fraud. I attempted to inquire what fraud I had committed but received no information.

15. As a result of the above-described situation, I had lost 290,000 fairly earned AAdvantage miles and my daughter and son-in-law no longer have a flight. This

is directly attributed to the American Airlines representative who stated cancelling and receiving a mileage redeposit would not be a concern.

II. Citi AAdvantage Cards

1. In May of 2018 I opened a Citi AAdvantage Platinum Select card and a CitiBusiness AAdvantage Platinum Select card through promotions to earn 75,000 miles on each card after spending a preset amount. Before applying I confirmed with Citi that I could, in fact, earn the bonus on both of these cards.
2. After completing the required spending on the cards, Citi awarded me the 75,000 miles for each card.
3. In November 2018 while traveling on an American Airlines flight I was provided a promotion by a flight attendant for 75,000 after being approved for a Citi AAdvantage card. I informed the flight attendant that I already had a Citi AAdvantage card, and they informed me that the terms of the application allowed me to apply for another card and receive the bonus. I reviewed the provided documentation and saw no terms or conditions which precluded me from earning another bonus. I subsequently applied, was approved, completed the required spending, and was awarded the bonus by Citi.
4. After the call with Ms. O'keefe in which she mentioned not being able to receive more than one AAdvantage bonus in a 48-month period I decided to conduct some research. It appears Citi institute this 48-month rule in 2019, several months after I opened my cards and received my bonus offers. Additionally, before applying for each card I carefully reviewed the application terms and consulted directly with Citi and was informed I would be able to earn the bonus miles.

5. American Airlines, and specifically Ms. O'keefe's allegation that I had fraudulently earned my AAdvantage miles is completely false. I was entirely within the terms and conditions of the applications, credit card agreements, and AAdvantage program terms. Had I not been eligible for the miles, Citi would not have awarded them to me.

III. Requested Resolution

1. I ask that the Department of Transportation:
 - (1) Exercise its authority under 49 USC 41712 to open an investigation of American Airlines for having engaged in the unfair or deceptive practices described above;
 - (2) Order American Airlines to provide to the DOT and to me all notes, PNR annotations, call recordings, credit card records, and other materials prepared by its systems and its staff in the course of the discussions herein;
 - (3) Order American Airlines to comply with applicable DOT regulations;
 - (4) Order American Airlines to refund the above-referenced AAdvantage miles totaling 290,000 to AAdvantage account 2AF9N50
 - (5) Impose appropriate civil penalties on American Airlines

Respectfully submitted,

/s/

Maria Borges

Certificate of Service

I hereby certify that I have, this 30th day of April 2020 caused a copy of the foregoing Complaint to be served by electronic mail on the following persons:

Priya Aiyar

Priya.Aiyar@aa.com

Kimberly Graber, Esq.

kimberly.graber@dot.gov

Blane Workie, Esq.

blane.workie@dot.gov

Robert Gorman, Esq.

robert.gorman@dot.gov

/s/

Maria Borges