

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

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)
Scott J. Reiners,)
third-party complainant)
)
v.) Docket DOT-OST-2020-____
)
United Airlines, Inc.)
)
-----)

COMPLAINT OF SCOTT J. REINERS

Comments with respect to this document should be addressed to:

Scott J. Reiners
277 Saint Pauls Avenue
Jersey City, NJ 07306
E-mail: scottreiners@gmail.com

Dated: June 5, 2020

BEFORE THE DEPARTMENT OF TRANSPORTATION
OFFICE OF AVIATION ENFORCEMENT AND PROCEEDINGS
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COMPLAINT OF SCOTT J. REINERS

1. This complaint arises out of the cancellation of UA 121 scheduled for July 25, 2020 from BCN to EWR, and the refusal by United Airlines to provide a refund for passengers Scott J. Reiners and Ruslan Flek ticketed on this flight, pursuant to DOT guidance on refunds.¹

I. FACTS

A. Booking

2. On September 2, 2019, Scott J. Reiners purchased a multi-city itinerary ticket on United.com for two passengers (himself and Ruslan Flek) for the price of \$1,749.56 (\$874.93 per passenger). The confirmation number for this booking was BYTB11 and the eTicket numbers were 0162470654790 (Scott J. Reiners) and 0162470654791 (Ruslan Flek).

The flight itinerary consisted of the following two flights (please see the attachments

¹ See: <https://www.transportation.gov/individuals/aviation-consumer-protection/refunds>

hereto for copies of the flight itinerary and receipt):

July 2, 2020: UA 70 EWR-AMS Nonstop departing at 6:15pm

July 25, 2020 UA 121 BCN-EWR Nonstop departing at 11:15am

B. Cancellation

3. In April of 2020, United Airlines canceled Flight UA 121 from BCN to EWR.

C. Current Status

4. In April of 2020, Scott J. Reiners completed an application on United.com to request a refund for this ticket, post-cancellation. Tracking number 30391123 was assigned to this request.

5. In May of 2020, an agent from United Airlines called Scott J. Reiners to offer an alternative flight to cancelled flight UA 121. Cancelled flight UA 121 was a nonstop flight departing BCN at 11:15 am; the alternative flight departs BCN several hours earlier and has a connection in Frankfurt, Germany. The alternative flight would require that passengers leave Barcelona much earlier, fly to a third country, wait for a connection, and then fly to Newark, with a scheduled arrival in Newark that is later than UA 121 would have arrived, despite leaving several hours earlier. Scott J. Reiners declined to accept the alternative flight because it was not an acceptable alternative and would have constituted a significant schedule change. Scott J. Reiners requested a refund from the agent on the phone, who advised that since a request for a refund had already been initiated, passengers should wait for a resolution of that request.

6. On May 31, 2020, United emailed Scott J. Reiners to deny the request for a refund. A copy of that email is attached hereto. A screenshot of the status on

<https://www.united.com/en/us/refunds> which shows the denial of a refund is also attached hereto.

7. On June 1, 2020, Scott J. Reiners contacted United Airlines Social Care Team on Twitter to request clarification about the denial of refund and cite the DOT guidance that “A passenger is entitled to a refund if the airline cancelled a flight, regardless of the reason, and the passenger chooses not to travel.” (See: <https://www.transportation.gov/individuals/aviation-consumer-protection/refunds>.) United Airlines Social Care Team confirmed that while Flight UA 121 on July 25 had been “removed” (their term), they were unwilling to provide a refund for a canceled nonstop flight because they had offered an alternative connecting flight at a significantly different time and that had been rejected by the passenger. Scott J. Reiners re-iterated that the DOT guidance simply said that a passenger “A passenger is entitled to a refund if the airline cancelled a flight, regardless of the reason, and the passenger chooses not to travel” and no exception was made for an airline to provide alternative flights that were at different times and included connections. United Airlines Social Care Team denied the request anyway. Screenshots of those communications are attached hereto.

8. On June 4, 2020, Scott J. Reiners called United Airlines customer support and spoke to two different agents and made the same points that were made to United Airlines Social Care Team on June 1. Scott J. Reiners cited the DOT guidance again: “A passenger is entitled to a refund if the airline cancelled a flight, regardless of the reason, and the passenger chooses not to travel.”² Both agents confirmed that although UA 121 was canceled, United Airlines would not be providing a refund to passengers. The agents further stated that United Airlines had not provided any way for its agents to issue

² See: <https://www.transportation.gov/individuals/aviation-consumer-protection/refunds>

refunds for this circumstance – in other words, even if the agents wanted to issue a refund, they could not do it.

II. LEGAL ANALYSIS

A. DOT Guidance mandates a refund when the carrier cancels a flight

9. DOT guidance on refunds for cancelled flights says the following: “A passenger is entitled to a refund if the airline cancelled a flight, regardless of the reason, and the passenger chooses not to travel.”³

10. UA Flight 121 scheduled for July 25, 2020 was canceled; however, United Airlines refuses to provide refunds to passengers who choose not to travel on alternative connecting flights, in contravention of the DOT guidance.

B. United Airlines is violating the DOT guidance on refunds by refusing to provide refunds for flights canceled by United Airlines

11. It is clear from multiple attempts to communicate with United Airlines about the status of a refund request or Scott J. Reiners re: canceled flight UA 121 on July 25, 2020 that United Airlines is intentionally disregarding the DOT guidance on refunds. United Airlines is engaged in willful disregard of federal guidance and regulations and withholding monies due to U.S. passengers.

C. United Airlines has failed to update its agent for service of process after the departure of its previously-designated agent

12. United Airlines has failed to comply with the DOT Notice of August 2, 2002⁴ which requires that it “maintain an up-to-date designation of an agent for service of notice and process with the Department of Transportation (Department), as required by 49 U.S.C. § 46103.” This failure on the part of United Airlines caused me to erroneously

³ See: <https://www.transportation.gov/individuals/aviation-consumer-protection/refunds>

⁴ See: https://www.transportation.gov/sites/dot.gov/files/docs/20020802_2.pdf

file a complaint with the incorrect agent and waste several hours in the research and preparation of this complaint.

13. I ask that the Department of Transportation:

- (1) Exercise its authority under 49 USC 41712 to open an investigation of United Airlines for having engaged in the unfair or deceptive practices described above;
- (2) Order United Airlines to provide to the DOT and to me all notes, PNR annotations, call recordings, credit card dispute records, and other materials prepared by its systems and its staff in the course of the discussions herein;
- (3) Order United Airlines to comply with applicable DOT regulations;
- (4) Order United Airlines to refund to ticket purchasers all \$1,749.56.
- (5) Require United Airlines to search its records for other customers similarly situated, including those who complained about United Airlines' failure to provide refunds for canceled flights, and require United Airlines to provide the details of such customers and complaints to DOT;
- (6) Require United Airlines to update its agent for service of process and impose fines pursuant to its failure to do so⁵
- (7) Impose appropriate civil penalties on United Airlines.

⁵ See: https://www.transportation.gov/sites/dot.gov/files/docs/20020802_2.pdf

Respectfully submitted,

/s/

Scott J. Reiners

Attachments hereto:

- Receipt issued September 2, 2019
- United Itinerary issued September 2, 2019
- Email from United Refunds, dated May 31, 2020
- Screenshot of status (denial) of United Refund request number 30391123
- Screenshot 1 of communication with United Social Care Team
- Screenshot 2 of communication with United Social Care Team
- Screenshot 3 of communication with United Social Care Team

Receipt for confirmation number BYTB11



A STAR ALLIANCE MEMBER

Confirmation: **BYTB11**

[Check-In >](#)

Issue Date: September 02, 2019

Itinerary For: REINERS/SCOTTJEREMY

Traveller REINERS/SCOTTJEREMY	eTicket Number 0162470654790	Frequent Flyer UA-XXXXX392	Seats			
FLIGHT INFORMATION						
Day, Date	Flight	Class	Departure City and Time	Arrival City and Time	Aircraft	Meal
Thu, 02JUL20	UA0070	K	NEWARK, NJ (EWR - LIBERTY) 6:15 PM	AMSTERDAM, NETHERLANDS (AMS) 7:15 AM (03JUL)		Dinner
Sat, 25JUL20	UA0121	T	BARCELONA, SPAIN (BCN) 11:15 AM	NEWARK, NJ (EWR - LIBERTY) 1:55 PM		

FARE INFORMATION

Fare Breakdown

Airfare:	787,00USD
U.S. Transportation Tax:	37,2
September 11th Security Fee:	5,6
U.S. APHIS User Fee:	3,96
Spain Security Tax:	3,9
U.S. Customs User Fee:	5,77
Spain Aviation Safety/Security Fee :	0,7
Spain Departure Charge:	19,3
U.S. Immigration User Fee:	7
U.S. Passenger Facility Charge:	4,5
Per Person Total:	874,93USD

Form of Payment:

VISA
Last Four Digits 0379

eTicket Total: 874,93USD

The airfare you paid on this itinerary totals: 787,00 USD

The taxes, fees, and surcharges paid total: 87,93 USD

Fare Rules:

Additional charges may apply for changes in addition to any fare rules listed.

NONREF/0VALUAFTDPT/CHGFEE

Cancel reservations before the scheduled departure time or TICKET HAS NO VALUE.

Add Collect:

An additional amount for the difference in fare was charged to VISA VIXXXXXXXXXXXXX0379 on Monday, September 02, 2019, \$824,93 USD per ticket for an additional total of \$824,93 USD was collected.

Baggage allowance and charges for this itinerary.

Baggage fees are per traveler

Origin and destination for checked baggage	1 st bag	2 nd bag	Max wt / dim per piece
7/2/2020 Newark, NJ (EWR - Liberty) to Amsterdam, Netherlands (AMS)	0,00 USD	0,00 USD	70,0lbs (32,0kg) - 62,0in (157,0cm)
7/25/2020 Barcelona, Spain (BCN) to Newark, NJ (EWR - Liberty)	0,00 USD	0,00 USD	70,0lbs (32,0kg) - 62,0in (157,0cm)

Baggage check-in must occur with United or United Express, and you must have valid MileagePlus Premier® Silver membership at time of check-in to qualify for waiver of service charges for up to two checked bags (within specified size and weight limits).

MileagePlus Accrual Details

IMPORTANT CONSUMER NOTICES

Notice of Baggage Liability Limitations - For domestic travel between points within the United States (except for domestic portions of international journeys), United's liability for loss of, damage to, or delay in delivery of a customer's checked baggage is limited to \$3,500 per ticketed customer unless a higher value is declared in advance and additional charges are paid (not applicable to wheelchairs or other assistive devices). For such travel, United assumes no liability for high value, fragile, perishable, or otherwise excluded items; excess valuation may not be declared on certain types of valuable articles. Further information may be obtained from the carrier. For international travel governed by the Warsaw Convention (including the domestic portions of the trip), maximum liability is approximately 640 USD per bag for checked baggage, and 400 USD per passenger for unchecked baggage. For international travel governed by the Montreal Convention (including the domestic portions of the trip), maximum liability is 1,131 SDRs per passenger for baggage, whether checked or unchecked. For baggage lost, delayed, or damaged in connection with domestic travel, United requires that customers provide preliminary notice within 24 hours after arrival of the flight on which the baggage was or was to be transported and submit a written claim within 45 days of the flight. For baggage damaged or delayed in connection with most international travel (including domestic portions of international journeys), the Montreal Convention and United require customers to provide carriers written notice as follows: (a) for damaged baggage, within seven days from the date of receipt of the damaged baggage; (b) for delayed baggage, within 21 days from the date the baggage should have been returned to the customer. Please refer to Rule 28 of United's Contract of Carriage for important information relating to baggage and other limitations of liability.

Notice of Incorporated Terms - Transportation is subject to the terms and conditions of United's Contract of Carriage, which are incorporated herein by reference. Incorporated terms may include, but are not limited to: 1. Limits on liability for personal injury or death of the customer, and for loss, damage, or delay of goods and baggage, including high value, fragile, perishable, or otherwise excluded items. 2. Claims restrictions, including time periods within which customers must file a claim or bring an action against the carrier. 3. Rights of the carrier to change terms of the contract. 4. Rules about reconfirmation of reservations, check-in times, and refusal to carry. 5. Rights of the carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of an alternate air carrier or aircraft, and rerouting. The full text of United's Contract of Carriage is available at united.com or you may request a copy at any United ticket counter. Passengers have the right, upon request at any location where United's tickets are sold within the United States, to receive free of charge by mail or other delivery service the full text of United's Contract of Carriage.

Notice of Certain Terms - If you have purchased a restricted ticket, depending on the rules applicable to the fare paid, one or more restrictions including, but not limited to, the following may apply to your travel: (1) the ticket may not be refundable but can be exchanged for a fee for another restricted fare ticket meeting all the rules/restrictions of the original ticket (including the payment of any difference in fares); (2) a fee may apply for changing/canceling reservations; or (3) select tickets may not be eligible for refunds or changes even for a fee; (4) select tickets have no residual value and cannot be applied towards the purchase of future travel; or (5) travel may be restricted to specific flights and/ or times and a minimum and/or maximum stay may be required. United reserves the right to refuse carriage to any person who has acquired a ticket in violation of any United tariffs, rules, or regulations, or in violation of any applicable national, federal, state, or local law, order, regulation, or ordinance. Notwithstanding the foregoing, you are entitled to a full refund if you cancel a ticket purchased at least a week prior to departure within 24 hours of purchase.

Notice of Boarding Times - For Domestic flights, customers must be at the boarding gate at least 15 minutes prior to scheduled departure. For International flights, customers must be at the boarding gate at least 30 minutes prior to scheduled departure. The time limits provided by United in this Notice are minimum time requirements. Customer and baggage processing times may differ from airport to airport. Please visit united.com for information regarding airport-specific boarding times. It is the customer's responsibility to arrive at the airport with enough time to complete check-in, baggage, and security screening processes within these minimum time limits. Please be sure to check flight information monitors for the correct boarding gate and the departure time of your flight. Failure to be at the boarding gate by the required time could result in the loss of your seat without compensation, regardless of whether you are already checked in or have a confirmed seat and boarding pass.

ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATIONS OF LIABILITY -

Passengers embarking upon a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that the provisions of an international treaty (the Warsaw Convention, the 1999 Montreal Convention, or other treaty), as well as a carrier's own contract of carriage or tariff provisions, may be applicable to their entire journey, including any portion entirely within the countries of departure and destination. The applicable treaty governs and may limit the liability of carriers to passengers for death or personal injury, destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under an international treaty. For further information please consult your airline or insurance company representative.

Notice - Overbooking of Flights - Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be

denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadlines, which are available upon request from the air carrier, persons, denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. *Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.*

Thank you for choosing United Airlines
[united.com](https://www.united.com)

[Legal Notices](#), [Privacy Policy](#)

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Please do not reply to this message using the "reply" address.
For assistance, please contact United Airlines via telephone or via e-mail.



Scott Reiners <scottreiners@gmail.com>

Your United reservation for Amsterdam, NL (AMS) is processing

1 message

United Airlines, Inc. <unitedairlines@united.com>
To: scottreiners@gmail.com

Mon, Sep 2, 2019 at 3:02 PM

Add UnitedAirlines@news.united.com to your address book. [See instructions.](#)

Monday, September 02, 2019

Thank you for choosing United



We're processing your reservation and will send you an eTicket Itinerary and Receipt email once completed. This process usually takes less than an hour, but in rare cases it could take longer. If you don't receive an eTicket Itinerary and Receipt email within 24 hours, please call the [United Customer Contact Center](#)

Confirmation number:

New York/Newark, NJ, US (EWR)
to Amsterdam, NL (AMS)

BYTB11

[View trip details](#)

Purchase summary

2 Adults (18-64)	\$1,574.00
Taxes and fees	\$175.86
Total	\$1,749.86
Credit card payment: \$1,699.86 (Visa-**0379)	
Electronic travel certificate \$50.00	

Trip summary

Thu, Jul 02, 2020

 UA 70

Nonstop

5:45 pm

New York/Newark, NJ, US
(EWR)



7:15 am

Amsterdam, NL (AMS)

Duration: 7h 30m
United Economy (K)
Dinner

 Wi-Fi  Power outlets

 Depart EWR: Thu, Jul 2  Red-eye flight
Arrive AMS: Fri, Jul 3

Sat, Jul 25, 2020

 UA 121

Nonstop

11:15 am

Barcelona, ES (BCN)



1:50 pm

New York/Newark, NJ, US
(EWR)

Duration: 8h 35m
United Economy (T)
Lunch

 Wi-Fi  Power outlets

Travelers

Scott Reiners	EWR to	25B	Special meals	Vegetarian lacto-ovo request: Frequent flyer: UA-*****392 Email address: scottreiners@gmail.com Home phone: +1 (646) 479-9114
	AMS			
	BCN to	35C		
	EWR			

Ruslan Flek	EWR to	25A	Special meals	Gluten Intolerant request: Frequent flyer: UA-*****144
	AMS			
	BCN to	35B		
	EWR			



Scott Reiners <scottreiners@gmail.com>

Your Refund Request

3 messages

United Refunds <refunds@united.com>
Reply-To: United Refunds <refunds@united.com>
To: scottreiners@gmail.com

Sun, May 31, 2020 at 8:28 AM



May 31, 2020

PASSENGER: **REINERS/SCOTTJEREMY**
TICKET(S): **0162470654790**
REQUEST ID: **30391123**

Dear Scott Reiners:

We're sorry to hear your plans changed. While the fare rules don't allow a refund or name change, you can exchange your ticket for future travel. A service charge as well as any applicable fare difference will be applied at the time of the exchange. The exchange must be completed within a year of the ticket issue date. For rescheduling information, please visit www.united.com or call 1-800-UNITED1.

We appreciate your support and we look forward to welcoming you on your next United flight.

Sincerely,

United Refunds

[Check Refund Status](#)
FAX: 872-825-9364

United Refunds <refunds@united.com>
Reply-To: United Refunds <refunds@united.com>
To: scottreiners@gmail.com

Sun, May 31, 2020 at 8:28 AM



May 31, 2020

PASSENGER: **FLEK/RUSLAN**
TICKET(S): **0162470654791**
REQUEST ID: **30391124**

[Quoted text hidden]

Scott Reiners <scottreiners@gmail.com>

Sun, May 31, 2020 at 11:10 PM

Refunds

Your refund request was denied

We processed your request, and unfortunately, you were not eligible for a refund. Please check your email to learn more about why your request was denied.

We're now offering more options

If your travel plans have been impacted by COVID-19 and you were scheduled to travel prior to May 31, you are eligible for a travel credit that will allow you to apply the full value of your ticket to any new flight for up to 24 months, and you might be eligible for a refund depending on the severity of the schedule disruption. Fill out the form below and we will contact you shortly to let you know whether your ticket qualifies for a refund. However, due to extremely high volume related to coronavirus and government-issued travel guidance, please allow up to 21 business days for processing your refund request. If you prefer an immediate travel credit, click [here](#) to claim.

Request a refund

Check status

Check status

Check the status of your refund request by entering your last name and ticket, document, or refund tracking number.

*Indicates a required field

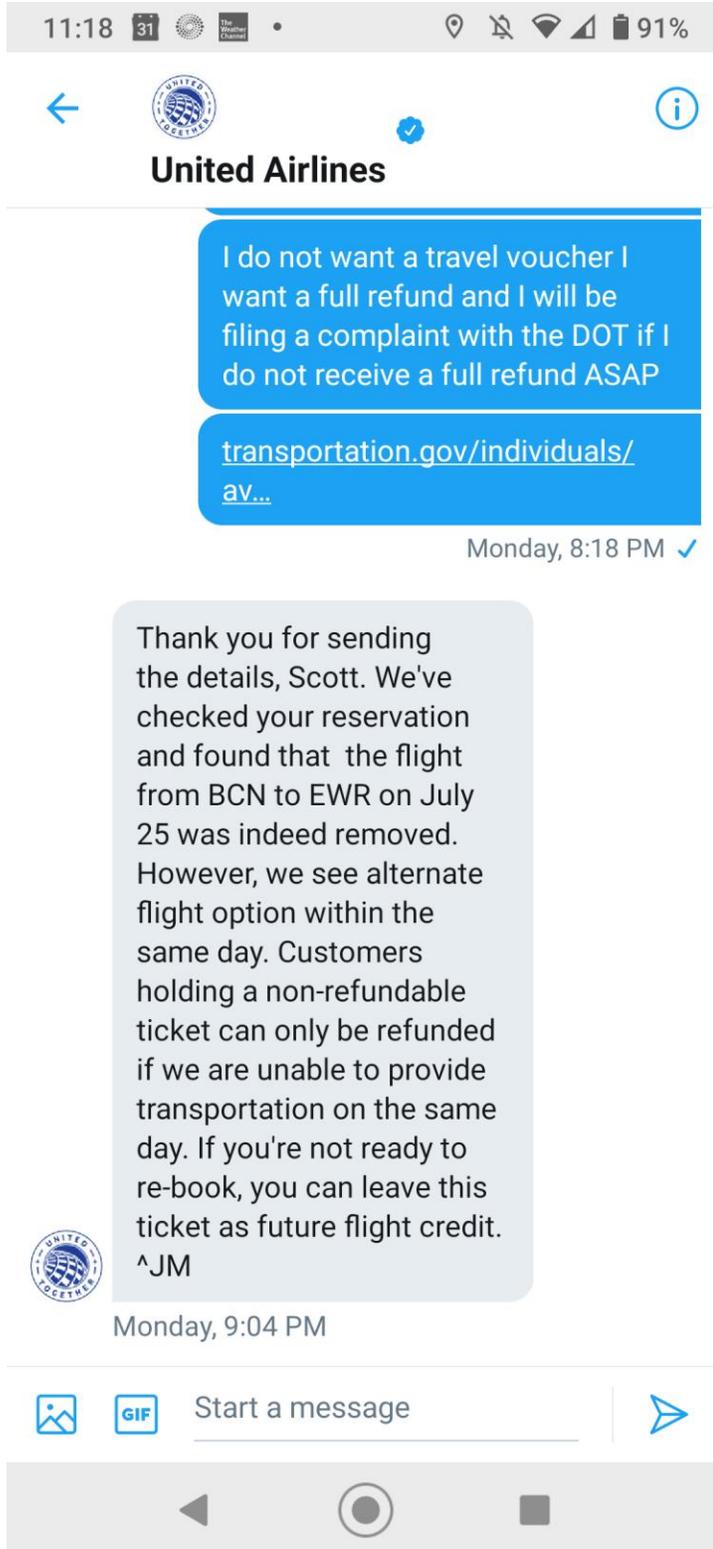
Last name *

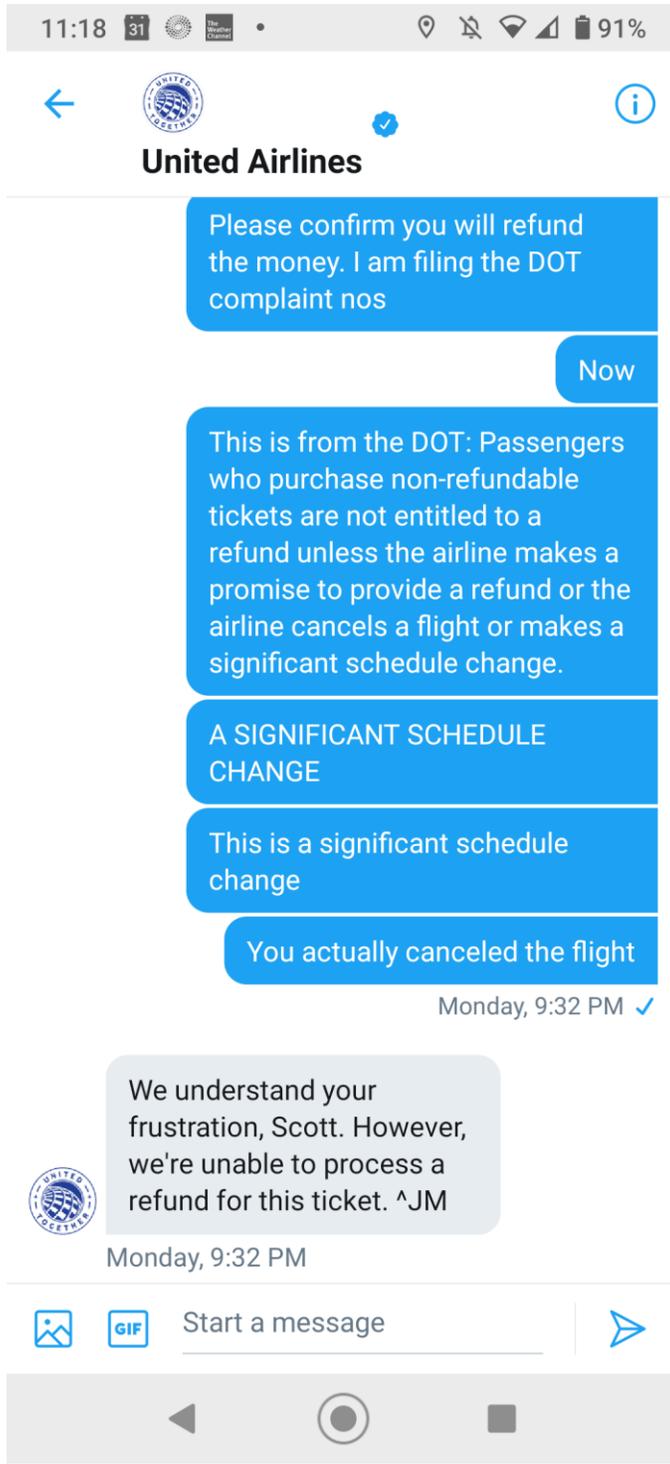
Reiners

Ticket, document, or tracking number *

30391123

Check status







Certificate of Service

I hereby certify that I have, this 5th day of June, 2020 caused a copy of the foregoing Complaint to be served by electronic mail on the following persons:

Hershel Kamen ⁶	hershel.kamen@united.com
Jim Conneely	james.conneely@united.com
Marc L. Warren	mwarren@jenner.com
Kimberly Graber, Esq.	kimberly.graber@dot.gov
Blane Workie, Esq.	blane.workie@dot.gov
Robert Gorman, Esq.	robert.gorman@dot.gov

/s/

Scott J. Reiners

⁶ Based on DOT-OST-2020-0048-0005, it appears that United has failed to update its agent for service of process. Consequently, I have also served the individuals listed on document DOT-OST-2020-0048-0005 which I believe is United's most recent filing with DOT.