

**BEFORE THE
U.S. DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.**

Mike Borsetti)	
Complainant,)	
v.)	DOT-OST-2020-0178
American Airlines, Inc.)	
Respondent)	

ANSWER OF AMERICAN AIRLINES, INC.

Communications with respect to this document should be sent to:

Meghan Ludtke
Managing Director
Regulatory Affairs
American Airlines, Inc.
1200 Seventeenth Street, NW
Washington, D.C. 20036
Tel: (202) 496-5644
Email: meghan.ludtke@aa.com

Jonathon H. Foglia
Barbara M. Marrin
KMA Zuckert LLC
888 Seventeenth Street, NW
Suite 700
Washington, D.C. 20006
Tel: (202) 298-8660
Email: jfoglia@kmazuckert.com
bmarrin@kmazuckert.com

Counsel for American Airlines, Inc.

September 23, 2020

**BEFORE THE
U.S. DEPARTMENT OF TRANSPORTATION
WASHINGTON, D.C.**

Mike Borsetti)	
Complainant,)	
v.)	DOT-OST-2020-0178
American Airlines, Inc.)	
Respondent)	

ANSWER OF AMERICAN AIRLINES, INC.

Pursuant to 14 C.F.R. § 302.405(a), American Airlines, Inc. ("American") submits this Answer to the Complaint filed by Mr. Mike Borsetti (the "Complainant") in this docket on September 8, 2020. As more fully described herein, the Complaint fails to articulate a violation by American of any DOT rules, orders, or other requirements. As a consequence, the initiation of enforcement as urged by the Complainant is entirely unwarranted, and the Department should dismiss the Complaint without any further investigation.

The Complainant seeks an accommodation to which he is not entitled under any regulation – the posting of international passenger rules tariffs containing general conditions of carriage, *i.e.*, international tariffs, on carrier Web sites. Indeed, the Complaint does not cite to a single regulation or other requirement of the Department mandating such postings on carrier Web sites. Most importantly, the Complainant requested and promptly received a copy of American’s international tariff via email.

Complaint at Exhibit B.¹ At bottom, the Complaint is frivolous and fails to demonstrate any cognizable consumer harm.

I. American's Conditions of Carriage

Carriers are required under 14 C.F.R. § 259.6(b) to post their contracts of carriage to their Web sites in easily accessible form. American complies with this requirement through the posting of its Conditions of Carriage document (the "AACOC") to the U.S. version of aa.com.² The present day AACOC is the product of an initiative undertaken by American to create a "plain English" version of the document. As part of that effort, which was identified by American in testimony before the U.S. Congress in 2017,³ American expanded the scope of the document in April 2018 to encompass, in addition to interstate air transportation, foreign air transportation. Prior to those changes, and with respect to foreign air transportation, the web page housing the AACOC provided a hyperlink to American's international tariff housed elsewhere on the Web site. American ultimately concluded that consumers would benefit from the inclusion of foreign air transportation within the terms of the plain English AACOC, given the ease of reference, presentation and organization provided therein, and after so modifying the AACOC, American removed the tariff hyperlink from the AACOC. Given the absence, as will be discussed below, of

¹ On information and belief, the copy of American's international tariff provided to the Complainant is the same copy he included as Exhibit F to the Complaint.

² Available at <https://www.aa.com/i18n/customer-service/support/conditions-of-carriage.jsp>.

³ Oversight of U.S. Airline Customer Service: Hearing before the House Committee on Transportation and Infrastructure, 115 Cong. 23 (testimony of Kerry F. Philipovitch, Senior Vice President of Customer Experience, American Airlines) ("[W]e at American have been working to simplify our policies to make them clearer on our website for our customers, and we would also like to strive for a more simplified contract of carriage, and we have work underway for that, as well.").

any regulatory requirement for the posting of its international tariff on aa.com once the AACOC was updated, American's decision was entirely appropriate.⁴

Nevertheless, following the removal of the hyperlink and unbeknownst to American, the international tariff continued to be accessible on the U.S. version of aa.com if an individual entered into an Internet browser the URL address to which the removed hyperlink had previously corresponded. Upon becoming aware, American in late May 2020 removed the international tariff from that Web site, given that the AACOC now addresses American's general conditions of carriage applicable to international travel. Complainant's suggestion of a linkage between the COVID-19 pandemic and American's removal of its international tariff from the U.S. version of aa.com is wholly without merit. The adoption of the updated AACOC and the inclusion of international transportation within those conditions in order to help customers understand their rights and responsibilities is precisely the type of pro-consumer development that members of Congress had called for well before the onset of COVID-19.⁵

Complainant's attempt to assign suspect motivations to American notwithstanding, the Complaint fails to demonstrate that the removal of the international tariff from the U.S. version of aa.com violated any DOT regulation. Similarly, and for the reasons set forth below, the Complainant has not demonstrated any violation of the Department's statutes

⁴ Expressed another way, prior to April 2018, American maintained a copy of its complete international tariff rules on the U.S. version of aa.com to satisfy the requirements of § 259.6(b), given that the AACOC did not cover foreign air transportation at all. However, the tariff was not housed on the Web site – either before or after the April 2018 changes to the AACOC – to satisfy any regulatory obligation under 14 C.F.R. Part 221.

⁵ *Supra*, note 3.

applicable to international tariffs specifically or the general prohibition on unfair or deceptive practices in the sale of air transportation under 49 U.S.C. § 41712.

II. The Tariff Public Inspection Requirements

As a general proposition, American agrees with the Complainant that “[t]he Department’s public tariff inspection rule is clear in defining American’s obligations to make its tariff accessible,” Complaint at ¶12, but categorically rejects any suggestion that the Department’s regulations require the posting of complete international tariff rules on U.S. and foreign air carrier Web sites. The tariff public inspection requirements stem from 49 U.S.C. § 41504, which in relevant part requires carriers to publish, and make available for public inspection, their international tariff rules “[i]n the way prescribed by regulation of the Secretary of Transportation.”⁶ The implementing regulations are set forth at Subpart K of Part 221. The posting and public inspection obligations apply only at physical locations, under the control of the carrier, where tickets are sold.

More specifically, and as relevant to the Complaint, Subpart K requires that carriers make available for public inspection at each such physical location their complete international tariff rules and, upon request, provide such rules and lend assistance to any person requesting an opportunity to inspect them. Subpart K also specifies notices that must be provided to passengers advising them of this right of inspection. At each of its airport and other ticket sales centers, *i.e.*, city ticket offices, American maintains its

⁶ The statute further provides that carriers are to file with the Department tariffs showing prices for foreign air transportation and rules relating to such transportation, but only “to the extent the [DOT] requires.” In 1999 the Department exempted U.S. and foreign carriers from the duty to file tariffs containing (i) passenger fares (other than in the case of Category B or C air service markets or in the case of carriers from Category C homelands) and (ii) general conditions of carriage (except for those rules that the Department decided should continue to be filed for public interest reasons). 64 Fed. Reg. 40,654 (July 27, 1999).

international tariff⁷ and, upon request, makes available any portions thereof to any individual who wishes to inspect such rules. American furthermore provides clear and conspicuous notice on its e-ticket confirmations and on the back of its paper ticket stock regarding this right of inspection.⁸ Finally, American provides its complete international tariff to any individual who makes such a request to American Customer Relations (as Complainant did here).

Complainant's argument that Subpart K requires the posting of complete international tariff rules on carrier Web sites stretches the meaning of the DOT requirements beyond any reasonable reading of the regulatory text. For example, § 221.101(a), which addresses the general duty of a carrier to make its tariff rules available for public inspection, encompasses "transportation to or from the point where the station, office or location is situated" (emphasis added). Section 221.101(c), addressing the time within which carriers must post updates to their tariffs, references "stations, offices or locations situated outside the United States" (emphasis added). Section 221.105, which requires carriers to disclose to passengers with a U.S.-point of departure and whose transportation is governed by an international treaty information on liability limitations thereunder, requires the posting of signage at "each desk, station, and

⁷ American's complete international tariff rules are maintained in its Web Reference intra-net system, accessible to American representatives from computer terminals at all airport and city ticket offices. Portions of or the entirety of the international tariff rules are printable from such terminals. The Web Reference electronic instructions accompanying the tariff rules displayed on such terminals state that American is required by the DOT to provide tariff information to any customer, upon request.

⁸ Both the e-ticket confirmation and paper ticket stock state, in relevant part, "Air Transportation, whether it is domestic or international (including domestic portions of international journeys), is subject to the individual terms of the transporting air carriers, which are herein incorporated and made part of the contract of carriage . . . International air transportation . . . may also be governed by applicable tariffs on file with the U.S. and other governments . . . You have the right to inspect the full text of each transporting carrier's terms at its airport and city ticket offices."

position in the United States which is in the charge” of the carrier. There is nothing in Subpart K that speaks to carrier Web sites.

Complainant’s argument that the usage of the word “location” or similar language throughout Subpart K somehow means a “Web site” of a carrier is also refuted by the regulatory history. The tariff public inspection requirements were first adopted by the Civil Aeronautics Board (“CAB”) in 1965, well before the development of the World Wide Web,⁹ and although various provisions of Part 221 have been amended since that time, there have been no such amendments even remotely touching upon the maintenance of tariffs on carrier Web sites. The operative language in Subpart K regarding the availability of tariffs for public inspection at carrier physical ticketing locations has remained largely consistent since the requirements were first adopted.¹⁰ The Complainant’s novel interpretation of Subpart K is without any basis in the regulatory history.

III. The Department Has Not Interpreted the Tariff Public Inspection Requirements as Extending to Carrier Web Sites.

Since the advent of electronic ticketing and carrier Web sites, the Department has on several occasions issued or amended regulations requiring notifications to consumers of carrier contractual terms. In none of those occasions have such regulations required carriers to post complete international tariff rules on carrier Web sites.

For example, in 2009 following extensive public comment, the Department adopted 14 C.F.R. § 259.6(b), which as noted above requires each carrier to post its contract of

⁹ 30 Fed. Reg. 9,439 (July 29, 1965).

¹⁰ When the public inspection requirements were first adopted, they were contained at subpart N of part 221, with present day §§ 221.101, 221.102 and 221.103 initially codified at 221.171, 221.172 and 221.173, respectively.

carriage (*i.e.*, the AACOC) in easily accessible form on its Web site. Nothing in the preamble to the final rule indicates the posting to carrier Web sites of complete international tariff rules in addition to carrier contracts of carriage. The notion that Part 221, without ever being amended to address carrier Web sites, somehow requires, of international tariff rules, the same posting that the Department explicitly requires of carrier contracts of carriage under Part 259 (which was part of a nearly two-year rulemaking process) is wrong.

The Department similarly refrained from any requirement pertaining to the Web posting of international tariff rules when it re-organized and amended Part 221 in conjunction with its adoption of 14 C.F.R. part 293, exempting carriers from the duty to file certain governing rules tariffs containing general conditions of carriage. By that time ticketless travel, *i.e.*, e-ticket confirmations, had already become common throughout the industry, with carrier Web sites serving as a principal online conduit for the issuance of such itineraries. Nevertheless in its amendments to Part 221 since that time, the Department has not extended the meaning of ticketing “locations” under Subpart K to encompass carrier Web sites.¹¹ Rather, the Department instead has reminded carriers that they must “make the full text of any contract terms that are incorporated by reference readily available for public inspection at each of their airport or other ticket sales offices”

¹¹ The Department last amended Part 221 in 2019. Specifically, the Department updated and revised 14 C.F.R. § 221.105 and eliminated 14 C.F.R. § 221.106 as part of its effort to modernize obsolete provisions of Departmental regulations. The Department specifically stated that the updates to Part 221 were to simplify existing notice requirements. Meaningfully, as it pertains to the Complainant’s allegations, the Department did not update Section 221.101 through this rulemaking. *See Final Rule; Elimination of Obsolete Provisions and Correction of Outdated Statutory References in Aviation Economic Regulations*, 84 Fed. Reg. 15,920, 15,920 (Apr. 16, 2019).

(emphasis added).¹² Nor did the Department, when it issued its first statement of compliance policy in 1997¹³ stating how various required consumer notices could be provided to passengers for whom electronic reservations, but not paper tickets, had been issued, suggest that Part 221 required the posting of carrier international tariffs to which the Complainant claims he is entitled.

IV. The Complaint Fails to Allege Any Consumer Harm or Deceptive Practice.

As discussed above, there is no regulation mandating the posting of complete international tariff rules to carrier Web sites for public inspection, especially when a carrier is in compliance with the contract of carriage posting requirement of § 259.6(b). Perhaps recognizing this, the Complainant goes to lengths to suggest the existence of terms in American's international tariff – which was promptly provided to him and is freely available to anybody requesting a copy either at any American ticketing location or by contacting American Customer Relations – that he posits may be inconsistent with those in the AACOC. From there the Complainant goes on to wildly extrapolate unsubstantiated violations of 49 U.S.C. §§ 41510, which pertains to adherence to prices, refunds, and privileges or facilities in international tariffs, and 41712, which of course empowers the Department to investigate and prohibit unfair or deceptive practices in the sale of air transportation.

As an initial matter § 41510 does not bear any relevance to the matters set forth in the Complaint, as there have been no allegations that American has failed to adhere to

¹² Notice of Exemption in Docket DOT-OST-97-2050 (issued Oct. 7, 1999), at Attachment B.

¹³ Nearly two years after carriers first began establishing Web sites. See *Statement of Compliance Policy; Ticketless Travel: Passenger Notices*, 62 Fed. Reg. 19,473 (Apr. 22, 1997).

any provisions that the Department may still require to be included in a carrier's official filed tariff. More fundamentally, however, the Complainant does not present a single example of a term in American's international tariff being applied to him in a manner that conflicts with the AACOC. Rather, the Complainant suggests that the existence in the international tariff rules of "greater clarity," "more precise statements," "specific mathematical calculation[s]" and "detailed rules," Complaint at ¶¶19, regarding matters also addressed in the AACOC is "deceptive," *id.*, yet once again provides no evidence of American having taken any action in a manner inconsistent with its AACOC.

Moreover, although the Complaint claims that, by not posting a document (that is not even required to be posted on aa.com), American is "[w]illfully withholding benefits" from consumers, the Complainant does not provide any evidence that American has denied him any benefit outlined in either the AACOC or the international tariff. Such conjecture is insufficient for the relief to which Complainant claims he is entitled.

In instances where the Department has not issued regulations specifically requiring carrier action or proscribing carrier conduct, it may evaluate a practice under 49 U.S.C. § 41712 to determine whether it is unfair or deceptive.¹⁴ As thoroughly described above, the Department has issued very specific regulations regarding the provision of international tariff rules to passengers upon request. However, even under a separate analysis of § 41712, the Complaint fails to allege any action by American that can be considered unfair or deceptive.

¹⁴ See *Notice of Proposed Rulemaking, Defining Unfair or Deceptive Practices*, 85 Fed. Reg. 11,881, 11,885 (Feb. 28, 2020) (noting that in the area of privacy, frequent flyer programs, and air ambulances the Department has not issued specific regulations, and thus reviews carrier conduct in those areas under 49 U.S.C. § 41712).

The Department typically will review alleged unfair or deceptive conduct utilizing the tests set forth by the Federal Trade Commission (“FTC”) in applying Section 5 of the Federal Trade Commission Act.¹⁵ The FTC uses three factors to determine if a practice is “unfair.” Those factors are (i) whether the practice causes or is likely to cause substantial injury and, if there is injury, whether the injury is outweighed by countervailing consumer or competitive interests, (ii) whether there is a violation of public policy and (iii) whether there is unethical or unscrupulous conduct.¹⁶ Consistent with FTC enforcement policies, the Department has further explained that acts may be unfair if they “are harmful to passengers but could not be reasonably avoided by passengers.”¹⁷ The analysis the FTC uses to determine when a practice is “deceptive” is whether there was a “material” omission, misrepresentation, or practice that is likely to mislead a reasonable consumer.¹⁸ An issue is material “if it is likely to have affected the consumer’s conduct or decision with respect to a product or service.”¹⁹

The action of removing an international tariff from a Web site that is not required to be so posted by any DOT regulation cannot reasonably be argued to cause a “substantial injury” to consumers when the carrier readily makes its complete international tariff available upon request and in accordance with the applicable regulations (including

¹⁵ See e.g., *Order Dismissing Complaint and Denying Rulemaking*, Order 92-5-60, at 12-13 (served May 29, 1992) (citing Section 5 of the FTC Act’s definition of unfair practice when evaluating carrier conduct).

¹⁶ *FTC Policy Statement on Unfairness* (Dec. 17, 1980) (available at <https://www.ftc.gov/public-statements/1980/12/ftc-policy-statement-unfairness>).

¹⁷ *Advanced Notice of Proposed Rulemaking, Use of Mobile Wireless Devices for Voice Calls on Aircraft*, 79 Fed. Reg. 10,049, 10,051 (Feb. 24, 2014).

¹⁸ *FTC Policy Statement on Deception* (Oct. 14, 1983) (available at https://www.ftc.gov/system/files/documents/public_statements/410531/831014deceptionstmt.pdf) (emphasis added).

¹⁹ 85 Fed. Reg. at 11,884.

notices provided on or with tickets). As described above, this is precisely what American does. The Department's regulations also require the posting of contracts of carriage to carrier Web sites, which is what American does.

Through its previous rulemaking initiatives, the Department has already determined what documents must be posted on a carrier Web site to address any potential unfair or deceptive conduct. The Complaint fails to allege any actual consumer harm. In the absence of evidence of consumer harm, the Department ordinarily will not take enforcement action. See Order 2004-9-13 (Sep. 10, 2004) (dismissing third party complaint and observing, “[w]hile injury to the public is not the *sine qua non* of an unfair and deceptive practice under § 41712, it is difficult to see how the public interest would be served . . . where measurable harm is so utterly lacking.”).

Likewise, it cannot seriously be argued that removing an international tariff from a Web site is deceptive, when, as repeatedly noted herein, that tariff is readily available for inspection as required by the regulation. Under FTC precedent, and as summarized by the Department in a recent Notice of Proposed Rulemaking, for a practice to rise to the level of “deceptive” the practice in question ordinarily involves false representations, misleading price claims, sales of known defective products, use of bait and switch techniques, failure to perform services, and failure to honor warranties.²⁰ Such conduct, as described by the Department, clearly can mislead reasonable consumers. The actions alleged by the Complainant are not even close to such egregious conduct. American's customers – and any other individuals for that matter — have many avenues to obtain the

²⁰ 85 Fed. Reg. at 11,884.

complete international tariff rules. American promptly provided the Complainant with its complete international tariff rules when he Tweeted that he could not locate them on aa.com. Passengers may obtain the tariff rules, upon request, at an American airport or ticket sales center, as required by Part 221. American provides information to passengers on how to obtain the terms governing their travel in e-ticket notices and on the back of its paper ticket stock. And, although the Complainant may be unhappy that American removed its international tariff from its Web site, the Department has previously found that mere expressions of “surprise” or “unhappiness” “are insufficient to demonstrate actual or potential deception.”²¹ The Complaint fails to demonstrate that any reasonable consumer has been misled by such removal.

One of Complainant’s apparent theories of deception appears to be based on language in the AACOC indicating that the document is the entire agreement governing passengers’ rights and responsibilities. As noted above, terms set forth in American’s e-ticket confirmations and on the back of its paper stock clearly indicate that transportation may also be subject to terms contained in applicable tariffs filed with governmental regulators, and advise passengers how they may freely obtain a copy of the complete terms. For the avoidance of any doubt, and without conceding any of Complainant’s arguments, American has modified the AACOC document to expressly state that international transportation is governed by both the Conditions of Carriage and any applicable international tariff rules required to be filed in accordance with governmental

²¹ Order 92-5-60 at 11 (involving carrier revisions to frequent flyer tariff rules).

regulations.²² Additionally, American has included information in the AACOC on how consumers can obtain a copy of the international tariff via email by contacting RequestTariff@aa.com, a dedicated email account for the handling of such requests.

The arguments advanced by the Complainant fundamentally are objections to the regulatory scheme adopted by the Department pertaining to the manner in which international tariff rules are made available to the public. The Department's regulatory requirements do not include within their ambit the posting of such tariffs on carrier Web sites. Against this backdrop, the Complainant asks the Department to require that carriers now do so. The Complainant is free to petition the Department under 14 C.F.R. § 302.16 for a rulemaking proceeding to take up his objections to the regulatory scheme, with notice and opportunity for public comment by all interested parties. Given that the Complainant fails to articulate a violation by American of the Department's rules, regulations, orders, or other requirements, the filing of a formal complaint against American is not the appropriate forum for the relief requested by the Complainant.

V. Answer to Specific Allegations (by Numbered Paragraph)

Fully incorporating the foregoing, American, in accordance with 14 C.F.R. § 302.405, answers the specific allegations contained in the Complaint as follows:

1. American admits that it removed a copy of its international tariff from the U.S. version of aa.com. The remainder of this paragraph states arguments and legal conclusions for which no further responses are required beyond those set forth in Sections I through IV of this Answer.

²² As noted above, the Complainant has not alleged any action taken by American under its international tariff rules contrary to the AACOC.

2. To the extent this paragraph alleges Complainant's expectations or desires, American lacks sufficient knowledge or information to admit or deny such allegations. The remainder of this paragraph states arguments and legal conclusions for which no further responses are required beyond those set forth in Sections I through IV of this Answer.

3. This paragraph quotes, verbatim, the language contained at 14 C.F.R. § 221.101(a), for which no response is required.

4. This paragraph quotes, verbatim, the language contained at 14 C.F.R. § 221.101(b), for which no response is required.

5. American admits that 14 C.F.R. § 221.102, to the extent applicable, requires tariff rules that must be filed with DOT to be kept in complete and accessible form. American denies that § 221.102 or any other Department requirement obligates American to post its international tariff rules to the U.S. version of aa.com.

6. American admits that it owns and operates aa.com. American denies that aa.com is a "location" within the meaning of the tariff public inspection requirements of Subpart K to Part 221.

7. American admits that its international tariff was previously accessible via the U.S. version of aa.com at the URL address indicated in this paragraph. To the extent this paragraph may be read to allege a violation of § 221.107(a)(2), American denies the allegation. American's e-ticket confirmations and paper ticket stock include a notice of incorporated terms of contract encompassing applicable tariffs on file with governmental regulators, and the removal of the international tariff rules from the U.S. version of aa.com has not altered that incorporation.

8. American admits that it removed its international tariff from the U.S. version of aa.com on or about May 27, 2020 and Complainant posted a public Tweet regarding that removal on June 2, 2020.

9. American admits that it replied, via email, to Complainant's public Tweet on June 4, 2020, two days later. As explained above, American included in that email a copy of its complete international tariff rules.

10. American admits that on July 20, 2020 it received a second communication from Complainant regarding the international tariff rules that he already had received. American responded to this second communication on July 21, 2020 via email, and therefore denies the Complainant's allegation in this paragraph that "American has yet to respond."

11. American admits that its international tariff is not posted on the U.S. version of aa.com as of the date hereof. American denies that the absence of the international tariff from that Web site constitutes a violation of Subpart K of Part 221, *i.e.*, the "public tariff inspection rule" as described in this paragraph of the Complaint.

12. This paragraph states arguments and legal conclusions for which no further responses are required beyond those set forth in Sections I through IV of this Answer.

13. This paragraph states arguments and legal conclusions for which no further responses are required beyond those set forth in Sections I through IV of this Answer.

14. American admits that it provides foreign air transportation between the United States and one or more countries designated as Category C pursuant to Part 293, and as specified in Departmental notice in Docket OST-1997-2050 issued on July 23, 2019. The remainder of this paragraph states arguments and legal conclusions for which

no further responses are required beyond those set forth in Sections I through IV of this Answer.

15. American admits that when it sells tickets for international air transportation on aa.com that purchasers must agree to terms and conditions. American denies that it is required to provide contemporaneous access to the international tariff rules during the purchase process as described in this paragraph.

16. American admits that it files its international tariffs with ATPCO and, on information and belief, ATPCO thereafter files with the Department those tariff rules that the Department requires to be filed under 14 C.F.R. Parts 221 and 293. The remainder of this paragraph states arguments and legal conclusions for which no further responses are required beyond those set forth in Sections I through IV of this Answer.

17. This paragraph states arguments and legal conclusions for which no further responses are required beyond those set forth in Sections I through IV of this Answer.

18. This paragraph states arguments and legal conclusions for which no further responses are required beyond those set forth in Sections I through IV of this Answer.

19. American denies that any action taken by it related to the posting of its international tariff is deceptive. The remainder of this paragraph states arguments and legal conclusions for which no further responses are required beyond those set forth in Sections I through IV of this Answer.

20. This paragraph states arguments and legal conclusions for which no further responses are required beyond those set forth in Sections I through IV of this Answer.

Paragraphs (21)-(26) of the Complaint ask the Department to make certain findings and assess penalties against American. For the reasons stated above, the Complainant is not entitled to such relief and the Complaint should be dismissed.

###

WHEREFORE, based on the foregoing, American Airlines, Inc. respectfully requests that the Department promptly dismiss the Complaint in its entirety in accordance with 14 C.F.R. § 302.406(a) and 49 C.F.R. § 5.89 and without any further investigation.

Respectfully submitted,



Jonathon H. Foglia
Barbara M. Marrin
KMA Zuckert LLC
888 Seventeenth Street, NW
Suite 700
Washington, D.C. 20006
Tel: (202) 298-8660
Email: jfoglia@kmazuckert.com
bmarrin@kmazuckert.com

Counsel for American Airlines, Inc.

Dated: September 23, 2020

VERIFICATION

Pursuant to Title 18 United States Code Section 1001, I Meghan Ludtke, in my individual capacity and as the authorized representative of the pleader, have not in any manner knowingly and willfully falsified, concealed or failed to disclose any material fact or made any false, fictitious, or fraudulent statement or knowingly used any documents which contain such statements in connection with the preparation, filing or prosecution of the pleading. I understand that an individual who is found to have violated the provisions of 18 U.S.C. section 1001 shall be fined or imprisoned not more than five years, or both.

A handwritten signature in black ink, appearing to read 'M Ludtke', is written over a horizontal line.

Meghan Ludtke
Managing Director
Regulatory Affairs
American Airlines, Inc.
1200 Seventeenth Street, NW
Washington, D.C. 20036
Tel: (202) 496-5644
Email: meghan.ludtke@aa.com

Dated: September 23, 2020

CERTIFICATE OF SERVICE

I hereby certify that on this the 23rd day of September, 2020, I caused a copy of the foregoing Answer of American Airlines, Inc. to be served via electronic mail on the individuals named below:

Mike Borsetti (mike@borsetti.com)
Blane Workie (blane.workie@dot.gov)
Kimberly Graber (kimberly.graber@dot.gov)
Robert Gorman (robert.gorman@dot.gov)



Jonathon Foglia