

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

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Benjamin Edelman,)
third-party complainant)
)
v.) Docket DOT-OST-2015-____
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American Airlines, Inc.)
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COMPLAINT OF BENJAMIN EDELMAN

Comments with respect to this document should be addressed to:

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Dated: December 8, 2015

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COMPLAINT OF BENJAMIN EDELMAN

1. This complaint arises out of American’s failure to provide me with a ticket, failure to make the applicable tariff publicly accessible, and apparent failure to sell tickets only in accordance with a publicly-disclosed tariff. In particular, American refused to provide me with my ticket, even upon my specific request, and further failed to provide elements required to identify the applicable tariff (including fare calculation including itemization of fare, specific surcharges, taxes, and fees). Among the many important uses of this information, it necessary to determine whether I was charged correctly during a series of reissues (and it seems I probably was not).

I. My Ticket and Changes

2. I purchased e-ticket 0012339602321-22 from American's web site on July 17, 2014 for round-trip business class travel from AMS to EZE with a stopover in North America in each direction.

3. I selected a fare that American's website advertised as allowing changes without fee.

4. Due to my travel requirements, I made a series of changes after departure including to dates, stopovers and ultimate destination (creating an open jaw, permissible under the applicable tariff's fare rules shown to me at the time of initial purchase).

During the course of these changes, multiple American reservation agents advised me that the ticket needed to be reissued, could not be "autopriced," and required assistance from a "rate desk" for manual pricing. I typically waited on hold for half an hour or longer for a fare quote when I requested a change. In some instances, agents' fare quotes were manifestly incorrect:

- On July 23, 2014, an American reservations agent sought to charge more than \$3,000 for a simple date change, apparently imposing a higher intermediate point (HIP) charge although I believe no such charge actually applied under the tariff for my travel. Furthermore, my requested change was a simple date change (with no change to routing, stopovers, booking classes, or fare basis), which would not trigger a HIP change.
- On March 1, 2015, an American reservations agent sought to charge more than \$8,000 for a simple date change (again with no change to routing etc.). Based on my inquiry to the agent, I believe the agent had mistakenly repriced the journey

using point-to-point fares although the tariff of my existing ticket allowed the travel I requested on the same fare basis I had already paid for.

- After I alerted the March 1 agent to the manifest error of using point-to-point fares rather than a through fare, the agent claimed I needed to pay more than \$400 of “US taxes on the stopover.” I believed such taxes to be nonexistent and therefore refused to pay.

5. I took a variety of steps when I received a proposed fare calculation that I believed to be incorrect:

- I typically attempted to discuss the quote with the American agent in order to attempt to understand what fare had been applied and why the price was not what I expected. For example, in the July 23, 2014 call, I requested a simple date change (with no change to routing, booking classes, or fare basis), yet I was quoted an additional fee of several thousand dollars. I responded by noting that date changes were free on this ticket, and that there was no fare difference for a date change that preserved inventory and fare basis. In general I found that American reservations agents were unwilling or unable to engage in such discussions, to ground their request for payment in specific rules or provisions of the applicable tariff, or otherwise to provide the information I requested.
- In several instances, I requested to speak to the rate desk agent who had recalculated my fare, in my view inaccurately. In every such instance, I was told that I was not permitted to do so. Eventually I stopped requesting to do so.
- When a reservations agent seemed particularly unwilling to consider the possibility that the fare desk agent had made an error, it was my standard practice

to thank the agent for his or her assistance, end the call, and later call back in hopes of obtaining a different agent who would price my itinerary correctly.

- In two instances I resorted to requesting assistance from a personal contact at AA, assistance that is not generally available to the public. In each instance, my contact arranged for me to speak with a competent agent who arranged for the reissue to be priced in roughly the way I expected.
- In three instances I paid some additional collections, less than \$200 in each case, in order to make desired changes. In two of these instances, I believed the charges were incorrect. However, I perceived that substantial time would be required to convince agents that the charges were incorrect, and I lacked the tariff and fare rules required to prove that the agents' calculations were incorrect.

II. My Attempts to Obtain Fare Calculations

6. I have now completed travel on this ticket and its reissues. I wish to determine the reason why I was charged additional amounts to continue travel on the dates and routings I requested when I was not expecting such charges and indeed in one instance expected the change to somewhat reduce the ticket price based on the fares American published with ATPCO.

7. With tickets or to other documents showing fare calculations, for the original ticket and for each reissue, I could compare the fare calculations to see why I was charged in each instance and to ensure that the applicable tariff was correctly applied. For example, if I was repeatedly charged a tax or fee that should only be charged once, the fare calculations would reveal that occurrence. If I was charged the wrong fare (e.g. not properly credited for the savings from an open-jaw to a lower-priced

destination), or if I was charged at an incorrect exchange rate, the fare calculation would also reveal that error. In short, the tickets' fare calculations provide the itemization necessary to determine whether American correctly followed the applicable tariff.

8. I checked my email records and the American web site (both the My Trips tool and the AA.COM Refunds tool). I found limited information about my ticket, including (only through the Refunds tool) confirmation of my fare basis. However, I could not find a fare calculation, itemization of taxes and carrier-imposed fees, or similar information for the original ticket or any reissues.¹

9. On April 16, 2015, I wrote to American's Refund Questions department, refund.questions@aa.com, to inquire about the fare calculation for my ticket. See Attachment 1. I sent a reminder after two weeks had elapsed, then again after approximately five weeks had elapsed. As of today, more than 33 weeks have elapsed. I have received no reply whatever.

10. The refund.questions@aa.com address is a standard way of communicating with American staff, and I have previously found this address to be a satisfactory method of reaching American staff who are competent in matters of refunds and fare calculation. American staff have made statements on Twitter confirming that this address is a valid and appropriate method to contact American for correspondence pertaining to refunds. See <https://twitter.com/americanair/status/578537142391070720>, dated March 19, 2015, advising a passenger to use this email address. Moreover, my

¹ In July 2015, I noticed that AA.COM now provides itemization of taxes and fees on some itineraries via a "Price and Tax Information" link within "Reservation Details." However, this information was not available for my tickets at the time I checked. Furthermore, this display is only available for current itineraries and associated tickets, accessed via My Reservations; it is not available for historic tickets. This display thus is not useful if a passenger seeks to compare a prior ticket to a subsequent reissue in order to determine the reason for any increased charge. This display also does not provide the full detail available in fare calculations, necessary for passengers to uncover the types of errors described above.

further discussion with American Airlines Customer Relations (presented in paragraph 12 below) confirms that I had contacted the correct department.

11. 14 CFR §259.7(c) requires carriers to acknowledge each complaint in writing within 30 days of receiving it, and to provide a substantive written response within 60 days. My April 16 request for a fare calculation is fairly understood to be a “complaint” as defined in §259.7(c): “a specific written expression of dissatisfaction concerning a difficulty or problem which the person experienced when using or attempting to use an airline's services.” (Attachment 1: “I think I may have been overcharged...”) But American has not replied to that my message or provided me with the fare calculation I requested, although 236 days have elapsed.

12. On August 13, 2015, I wrote to American Airlines Customer Relations via the aa.com web site. My message substantially matched the April 16 message. I received a reply from an American agent (Attachment 2a) who requested my ticket number and noted that receipts can be obtained via aa.com. See Attachment 2b. I replied the same day (Attachment 2c), explaining that the relevant ticket numbers were in my prior message and noting that my prior message conveyed my request for the ticket’s fare calculation, not merely a “receipt.” Later that day, the agent replied (Attachment 2d) to indicate that she had forwarded my request to the Refunds department. More than 16 weeks have elapsed since this August 13 correspondence, and I have received no reply from the Refunds department or from any other part of American Airlines on this subject.

III. Other Passengers Report Similar Experiences

13. In relevant respects, my experiences seem to be similar to those reported by other passengers, including other passengers alleging that American charged them

incorrect amounts, failed to provide itemized receipts or fare calculations, and denied their requests to speak with responsible staff who made the calculations at issue.

14. On the well-known online discussion board FlyerTalk, user TopGunner reported a dispute with American staff as to pricing of certain taxes or fees on a lengthy around-the-world ticket. He explained his difficulty obtaining information about the ticket he had purchased: “Unfortunately I cannot get AA to issue a detailed receipt of charges and taxes. They say they cannot even see the details themselves. Any suggestions on how I get the fare construction details to potentially challenge the secretive ticketing desk?”² Consistent with my experience, he also reported that American reservation staff and even customer relations were unable to assist in discussions with the pricing desk; he reported: “Both customer relations and the EXP desk said you are on your own with the price desk, they cannot do or say anything to them.”³

15. In a comment docketed at DOT-OST-2015-0087-0060, Hazvinei Mugwagwa reports a similar experience of American both incorrectly charging taxes and fees, and withholding of the itemization required to resolve the dispute:

American refuses or claims to be unable to tell me what individual taxes they have collected from me and what may have been remitted, they have repeatedly told me on the phone that they are collecting United Kingdom passenger duty at a time when my itinerary did not meet the requirements for collecting such tax (I had a connection not a stopover), and they could not tell me why I kept having to pay additional surcharges with each change beyond change fees and applicable taxes that are readily calculated. As I was traveling I have had little to no choice to pay their demands unless i lose my ticket or have to find alternative travel means. ... American has determined that it is under no obligation to share the details of the contract made and the fare, taxes and surcharges made, and the Agency has so far failed to enforce its rules in this respect. I have written and called into many of American's departments, including their executives without success, and indeed some of the departments have indicated that they cannot get

² <http://www.flyertalk.com/forum/25003718-post1048.html>

³ <http://www.flyertalk.com/forum/25030445-post1059.html>

answers from their colleagues. How can a consumer then be able to assert their rights?

16. On the consumer travel web site Elliott.org, commenter Sean reported American charging additional amounts that appear to reflect repeated collection of taxes or fees he already paid, much like the problem I believe affected me. Sean explains that upon a change in an award ticket, he was charged more, without apparent basis. He explains:

I was being asked for an additional collection of \$55 or so on top of the taxes that I had already paid. I paid the taxes just to get the tickets issued. After all of the segments were completed I contacted American Airlines once again to inquire about the additional \$55 that was collected prior to the HKG JFK flight. Was there an additional fuel surcharge? Was there a change in taxes again? No one could answer the question. There did not appear to be any changes in taxes or fees. One agent speculated that it was agent error. A refund request was submitted. Eventually a refund of \$17 was posted to my account. I called American again to ask why there was only a refund of \$17. Again, no one could explain. I was told to call back again. I called again, and another baffled agent couldn't explain it. If I legitimately owed an extra \$50 or \$33 due to some increase in a tax or fee, then fine. But, the fact that American Airlines refused to provide me with any rational explanation about the fare calculation was unacceptable.

Sean concludes with his sense of an appropriate resolution:

This is basic math - I really don't understand why American refuses to be transparent about the collection of taxes and fees. If the 'YQ' charge or 'XF' or 'XA' taxes are \$Q on one day, and you have your ticket reissued and those same taxes and fees are \$Z on the day of the reissue, it should be really simple to explain why an additional collection is due.⁴

17. In Docket DOT-OST-2015-0087, complainant Mike Borsetti alleges that American incorrectly charged a rate of tax beyond what was specified by law. Mr. Borsetti further alleges that American refused to provide him with the fare calculation or itemized receipt necessary for him to calculate the correct tax or to confirm that

⁴ Chris Elliott, operator of Elliot.org, informs me that a technical failure at his site has caused the loss of the article on which Sean commented, and hence of Sean's comment. I retained these verbatim quotes from my offline archival of Sean's comment, prior to the technical failure.

American's revised calculation is correct. In its answer, American admitted that it had made an error but continued to refuse to provide Mr. Borsetti with the fare calculation or itemized receipt he had requested.

18. On information and belief, other consumers are similarly situated, but most do not complain publicly. Factors discouraging such complaints: the limited amount usually at issue in any individual case, the possibility that American's agents are correct, American's withholding of the information consumers need to substantiate a complaint, and American's insistence that it is permitted to withhold the information. Only critically-inclined consumers would press for the information that could allow them to independently verify American's calculations and insist on correction of errors.

IV. Violations

19. I have identified five separate legal theories disallowing the practices at issue.

20. First, American agents charged or attempted to charge amounts beyond the amount provided by tariff. For one, when agents claimed that only point-to-point fares applied (and required that I pay an amount in one instance exceeding \$8,000), they failed to correctly apply American's applicable tariff for the through fare of my ticket. In the three instances in which American staff demanded that I pay more and I in fact did pay more, I expect that fare calculations in these tickets will reveal that American erred and charged me more than the price provided by correct application of the applicable tariff. In each such instance, American violated 49 USC §41510, which disallows all charges other than the amount specified in the applicable tariff.

21. Second, American failed to comply with the obligations of 14 CFR 221.100, “Public Notice of Tariff Information.” That provision gives a carrier a choice of two methods of distributing information about tariffs, but American followed neither method. American did not comply with the first method because, among other reasons, its employees refused to provide assistance to me when I sought information in tariffs (including in refusing to discuss the rules applicable to proposed changes to my ticket, as discussed in paragraphs 3-5; and when I inquired in writing, as discussed in paragraphs 9 and 12).⁵ These failures constitute a violation of 221.102 and thus establish noncompliance with the first method. American also did not comply with the second method for two reasons: 1) American refused to provide to me a copy of the relevant portions of my contract, including the ticket that American’s Conditions of Carriage asserts is part of the contract, in violation of 221.107(a)(4). 2) American failed to provide me with the incorporated terms (including tariff rule 2, the part of the applicable tariff consisting of the fare rules applicable to my ticket, and all fare calculations applying or purporting to apply those rules to my itinerary) subsequent to each of the reissues made over the telephone, in violation of 221.107(a)(2).

22. Third, in refusing to provide me with the pricing calculation which is part of the ticket I purchased, American further violated its own tariff and contractual commitments. My travel on this ticket was pursuant to a contract formed by American’s General Tariff as well as the fare rules of the fare I purchased. As quoted above, American’s General Tariff provides as follows:

⁵ The first method of 221.100 also requires distributing tariff information in certain locations and with certain notice to customers. I have not attempted to determine whether American complies with these requirements.

TICKET MEANS THE "PASSENGER TICKET AND BAGGAGE CHECK," INCLUDING ALL FLIGHT, PASSENGER AND OTHER COUPONS THEREIN, ISSUED BY CARRIER, WHICH PROVIDE FOR THE CARRIAGE OF THE PASSENGER AND HIS BAGGAGE.

PASSENGER COUPON MEANS THAT PORTION OF THE PASSENGER TICKET CONSTITUTING THE PASSENGER'S WRITTEN EVIDENCE OF THE CONTRACT OF CARRIAGE BETWEEN TWO POINTS.

The term "Passenger Ticket and Baggage Check" refers to a document specified by IATA's Standards for Traffic Documents (STDs), published in the Passenger Services Resolutions Manual in the 720s series, and adopted at IATA Traffic Conferences under review authority of the DOT. This document includes the information I seek, which American refused to provide to me. American's tariff leaves no doubt that passengers are to receive tickets: American states "NO PERSON SHALL BE ENTITLED TO TRANSPORTATION EXCEPT UPON PRESENTATION OF A VALID TICKET" and "CARRIER WILL REFUSE CARRIAGE TO ANY PERSON NOT IN POSSESSION OF A VALID TICKET" (tariff rule 65 at (A)(2) and (F)(2)). In order to "present" a valid ticket and be "in possession" of such a ticket, the ticket surely must be provided to me and hence readable by me, perhaps in the ordinary course but in any event certainly upon my specific request. Instead, American did not provide any of the tickets to me and, when asked, also refused to provide me with the information they contain, in violation of 49 USC §41501(1), which requires American to comply with the rules and practices established in its tariff.

23. Fourth, American violated 14 CFR 399.83. After I purchased the specified ticket and after I made each change, American represented to me that the space at issue was confirmed. These representations occurred both orally, in discussions with American agents, and in "e-ticket confirmation" emails. By representing that space was

confirmed, American triggered the obligations of 14 CFR 399.83, which makes it an unfair and deceptive practice and an unfair method of competition to state that space is confirmed “before a passenger has received a ticket specifying thereon his confirmed reserved space.” While I did receive “e-ticket confirmation” emails indicating the flights I would take, American never provided me with a “ticket” within the meaning of American’s tariffs. American’s General Tariff provides in relevant part:

TICKET MEANS THE "PASSENGER TICKET AND BAGGAGE CHECK," INCLUDING ALL FLIGHT, PASSENGER AND OTHER COUPONS THEREIN, ISSUED BY CARRIER, WHICH PROVIDE FOR THE CARRIAGE OF THE PASSENGER AND HIS BAGGAGE.

PASSENGER COUPON MEANS THAT PORTION OF THE PASSENGER TICKET CONSTITUTING THE PASSENGER'S WRITTEN EVIDENCE OF THE CONTRACT OF CARRIAGE BETWEEN TWO POINTS.

As discussed above, the “Passenger Ticket and Baggage Check” is an IATA document which itemizes the specific data elements required to be provided to the passenger, one of which is the complete fare calculation I seek, but which American refused to provide to me. In contrast to this definition, American’s e-ticket confirmation emails do not provide written evidence of the contract of carriage. There is also a reasonable dispute whether American’s “e-ticket confirmation” emails include any “coupons” (as the definition requires). American’s General Tariff defines “coupons” as “a portion of the passenger ticket that indicates particular places between which the coupon is good for carriage.” But “passenger ticket” refers to the same document, previously provided in paper form and currently available in electronic form in all GDSs, that includes, among other things, the fare calculation I seek, but which American has refused to provide to me.

24. Finally, American’s conduct violates overarching DOT prohibitions on unfair and deceptive behavior, 49 USC §41712. It is inherently unfair to sell a customer

a ticket, in this case costing many thousands of dollars, then 1) seek charges beyond the amount provided by applicable tariff for changes to such ticket; 2) on a ticket for which the applicable tariff specifies no penalties for changes, require additional payment for permissible date changes that fully adhere to fare rules including no change to booking class or stopovers; 3) refuse to explain the reason for such charges, to ground the charges in applicable tariff provisions, or to allow the passenger to speak with or correspond with the staff who can provide the rationale for such charges; 4) continue such refusal even when errors are manifest and when the carrier's own staff offer contradictory fare quotes; and even 5) refuse to provide an itemization or allocation of charges to assist in resolving disputes about the correct charge. This conduct has no benefits to consumers or competition. Moreover, the cost of providing the specified information, in an e-ticket confirmation email, is likely to be particularly low because this information already exists within GDS reservation systems and, indeed, is routinely provided by other carriers.

V. Anticipated Defenses

25. I anticipate that American will argue that I agreed to pay the additional amounts, and that I therefore cannot now seek a refund. But I faced a form of duress from agents' insistence that the amounts were required, from the agents' refusal to allow me to travel on the dates and flights I wanted (on a ticket for which I had already paid a substantial amount) unless I paid the additional amounts they specified, from the exceptional time required to obtain a new manual fare calculation from a different agent, and from the likelihood that even a new fare calculation might have a similar error or a larger error. I concluded, reasonably and I think correctly, that a telephone call with an ordinary reservations agent was not an effective way to determine whether I was being

charged correctly, particularly because reservations agents are not trained to calculate fares manually, because I was not permitted to speak with fare desk agents who made the calculations or to explain why I thought their calculations were in error, and because reservation agents refused to provide to me (and e-ticket confirmation emails did not provide to me) the fare calculations that might reveal the basis of additional charges.

26. I anticipate that American will argue that there is no applicable DOT regulation requiring American to share the ticket's fare calculation with passengers, even upon a passenger's specific request. I may seek to oppose that argument if American advances it. In any event, my experience confirms the harm that can result when passengers do not receive a ticket's fare calculation that can facilitate identification of errors. Certainly there can be no serious suggestion that American's agents are infallible, particularly when manually pricing a ticket with multiple stopovers in a complex environment with numerous interrelated fare rules and incomplete IT support.

27. I anticipate that American will argue that my ticket is unusually complicated. Perhaps. But complicated tickets are exactly the circumstances when correct record-keeping and itemization are most useful in uncovering errors and resolving disputes. My ticket followed a routing permitted under the tariff, and if pricing was complicated, it was American's choice, not mine, to make it so. Moreover, other affected consumers have similar problems when traveling on tickets of intermediate or typical complexity. For example, every around-the-world ticket *must* include multiple stopovers (required by American's fare rules), and the customer report in paragraph 14 arises out of such a ticket.

28. I anticipate that American will argue that I made an unusual number of changes. But I paid a premium for a changeable ticket, and I sought nothing more than the flexibility I had paid for.

29. I anticipate that American will argue that I am an unusual passenger and that most passengers would be unable to interpret a fare calculation. But passengers who purchase complicated or expensive tickets may have access to travel professionals familiar with fare calculations, or may be able to find such expertise when they need it. Furthermore, the Internet lets ordinary passengers share information and expertise, letting a novice consult with an expert with relative ease. Finally, even if fare calculation information is usually of limited value to most passengers most of the time, it could be quite useful to some passengers some of the time. Crucially, the cost of providing this information in an e-ticket is likely to be particularly low because this information already exists within GDS reservation systems and many carriers already provide it..

30. In its Answer to the Complaint of Mike Borsetti, docket DOT-OST-2015-0087, American argued that provisions of 14 CFR 399.84(a) immunize American's refusal to provide fare calculations. (See p.5.) But 399.84(a) speaks to "price advertising" statements prior to purchase. Nothing in 399.84(a) reduces a carrier's obligation to provide certain information in or on a ticket or otherwise in response to a customer request.

VI. Requested Resolution

31. 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, and continuing to engage in, the unfair or deceptive practices described above;
- (2) Order American Airlines to provide me with my ticket and fare rules, for each reissue of the ticket at issue, so I can audit the correct application of American’s tariff;
- (3) Order American Airlines to provide consumers with the tickets they purchased, inclusive of all ticket data elements, including fare calculations, in all “e-ticket confirmation” emails;
- (4) Order American Airlines to comply with 14 CFR 221.100, for example by ordering American to provide consumers with the applicable complete tariff fare rules attached to or part of its “e-ticket confirmation” emails;
- (5) Require American to attest that it has complied with the timing requirements of §259.7(c) as to all customer correspondence to all relevant accounts including Passenger Refunds, and review documents and records to assess such compliance;
- (6) Issue any guidance or revised regulations needed to clarify to other airlines and ticket agents, and to preclude any future claim of ambiguity, that these practices are unfair and deceptive in violation of 49 USC §41712.

Respectfully submitted,
/s/
Benjamin Edelman

Attachment 1

From: Ben Edelman
Sent: Saturday, May 23, 2015 10:12 AM
To: 'Questions, Refund' (Refund.Questions@aa.com)
Subject: RE: request for fare calculation -- no reply received for 5+ weeks

Greetings,

I see that five weeks have elapsed since my inquiry below. I need these fare calculations in order to determine whether I was charged correctly, according to applicable tariff, and hence whether a refund is due. Please reply to provide the requested information.

Thanks,
Ben Edelman

From: Ben Edelman
Sent: Thursday, April 30, 2015 6:43 PM
To: 'Questions, Refund' (Refund.Questions@aa.com)
Subject: RE: request for fare calculation

I see that two weeks have elapsed since my inquiry below. Could I have the courtesy of a reply?

Thanks,
Ben Edelman

From: Ben Edelman [mailto:ben@benedelman.org]
Sent: Thursday, April 16, 2015 2:17 PM
To: 'Questions, Refund' (Refund.Questions@aa.com)
Subject: request for fare calculation

I think I may have been overcharged during one or more reissues of a complicated ticket. Please provide fare calculations for the following ticket numbers:

0012339736634
0012392374524
0012348824202
0012300138630

That's a complicated ticket AMS-EZE-AMS, later reissued AMS-EZE-VIE, with stopovers in JFK/BOS in both directions. The fare calculations will allow me to determine whether I was charged correctly.

Thanks,
Ben Edelman

Attachment 2a

From: AACustomerRelations@aa.com [mailto:AACustomerRelations@aa.com]
Sent: Thursday, August 13, 2015 4:08 PM
To: edelman@pobox.com
Subject: Your Response From American Airlines

August 13, 2015

Dear Mr. Edelman:

Thank you for contacting Customer Relations.

All airline ticket numbers are 13 digits long and all American receipts begin with 001.

Your credit card statement should list your ticket number, and if your ticket was purchased within the last 9 months or so, please go to <http://www.refunds.aa.com> and input the ticket number and your last name into the "Request a Receipt" tab. Here you can see the amount of each ticket.

We thank you for your business and look forward to serving you again on American.

Sincerely,

Janice Riga
Customer Relations
American Airlines

AA Ref#1-4097595690

Attachment 2b

Janice,

Thanks for getting back to me. Unfortunately your message didn't respond to my question.

> All airline ticket numbers are 13 digits long and all American receipts begin with 001

I do know the ticket numbers at issue. You will notice that my prior inquiry began:

Please provide fare calculations for the following ticket numbers:
0012339736634
0012392374524
0012348824202
0012300138630

Notice the four ticket numbers listed there. So the ticket numbers are known.

> Please go to <http://www.refunds.aa.com> and input the ticket number and your last name into the "Request a Receipt" tab. Here you can see the amount of each ticket.

My request was not for a "receipt" or the amount paid. I know the amounts paid, which are clearly listed in my ticket confirmation emails and on my credit card. Rather I requested:

Please provide fare calculations

The fare calculations provide the information I need in order to determine whether the amount of each charge was correct. Are you able to provide fare calculations?

Thanks,

Ben Edelman

Attachment 2c

From: AACustomerRelations@aa.com [mailto:AACustomerRelations@aa.com]
Sent: Thursday, August 13, 2015 5:55 PM
To: edelman@pobox.com
Subject: Your Response From American Airlines

August 13, 2015

Dear Mr. Edelman:

Thank you for contacting us again.

I am sorry but I would not have the information you requested. I've asked our personnel in Passenger Refunds to address your request. Should you need to contact personnel in that department, their contact information is:

American Airlines
Passenger Refunds
4000 E Sky Harbor Blvd.
Phoenix, AZ 85034
Fax: 1-800-892-3447 or 480-693-2759

We do appreciate your business and look forward to welcoming you aboard soon.

Sincerely,

Janice Riga
Customer Relations
American Airlines

AA Ref#1-4136333078

Certificate of Service

I hereby certify that I have, this 8th day of December, 2015 caused a copy of the foregoing Reply to be served by electronic mail on the following persons:

Robert Silverberg, Esq.
Blane Workie

rsilverberg@sbgdc.com
blane.workie@dot.gov

/s/

Benjamin Edelman