

FALSE, MISLEADING & DECEPTIVE ADVERTISING IN THE TRAVEL INDUSTRY: IFTTA CONFERENCE PORTUGAL 2007

April 27, 2007

By Thomas A. Dickerson¹

The Methods Of Travel Advertising

Suppliers and tour operators will create and distribute four color brochures and use TV [Luskins v. Consumer Protection Division¹ (bogus vacation certificates offering " free air fare for two " advertised on TV and in newspapers)] and radio [DOT fines Hotwire for deceptive radio ads² (" (DOT) fined Hotwire \$50,000 (for using) deceptive radio ads to promote its low fares ")], newspapers, direct mail [Plutock v. European American Bank³ (postcards stating that recipient " had been

¹Thomas A. Dickerson is an Associate Justice of the Appellate Division, Second Department of the New York State Supreme Court. Justice Dickerson is the author of Class Actions: The Law of 50 States, Law Journal Press, N.Y., 2007; Travel Law, Law Journal Press, N.Y., 2007; Article 9 of 3 Weinstein, Korn & Miller, New York Civil Practice CPLR (2005, 2006, 2007) and over 240 legal articles, many of which are available at www.classactionlitigation.com/library/ca_articles.html and www.consumerlaw.org/links/#travel_articles

selected to receive a pre-paid luxury cruise plus hotel accommodations "], telephones [Federal Trade Commission v. Med Resorts International⁴ (time share promoter made unsolicited telephone calls inviting consumers to attend sales meeting and join vacation club); Federal Trade Commission v. Commonwealth Marketing Group⁵(telemarketing of vacations)], the Internet [Hotels.Com v. Canales⁶ (" By its own admission, Hotels.com neither charges nor collects taxes nor does it remit taxes directly to any taxing authority. Rather, after the customer completes his or her stay, Hotels.com pays the hotel the negotiated rate and keeps the difference between the negotiated rate and the published rate. Hotels.com also pays an additional amount to cover any applicable sales and/or occupancy taxes, based on the negotiated rate, directly to the hotel. The hotel then pays the appropriate taxes to the proper taxing authority. Hotels.com retains the difference between the amount paid by the customer for ' taxes/fees ' and the amount paid to the hotel for applicable taxes ")] including e-mails [Ricard v. Travel Coordinators, Inc.⁷ (travel agents defrauded after receiving e-mails and purchasing fam trips, " e-mails were sent via a mass e-mailing to e-mail addresses on a mailing list of travel agents ")] and fax transmissions [see Milligan, Travel groups fight new FCC rule on faxes⁸].

What Is Puffing?

It is not uncommon for travel advertising to describe the hotel, resort, cruise ship or personal watercraft as the "greatest", "special", "first class", "beautiful", "luxurious", "exquisite", "the best in the world" or "safe". Whether these superlatives are mere puffing [see Simon v. Cunard Line Limited⁹ (inferior service aboard QE II; brochure language asserting that QE II was " ' the greatest ship in the world ' and that ' everything about the Queen lives up to the high standards you would expect aboard the greatest ship in the world ' (are) mere puffing and not actionable "); Yurchak v. Atkinson & Mullen Travel Inc.¹⁰ (" Even assuming that the...general assurances of safety in Mexico would have been understood as an assurance that jet skiing there would be safe, such a statement would not have been material to the transaction...The rental and use of a jet ski was not part of the vacation package...purchased "); Viches v. MLT, Inc.¹¹ (tour participants sprayed with insecticide at hotel in Dominican Republic; brochure language asserting a " worry free " vacation " is an example of the ' mere puffing ' often associated with descriptions of travel services and is not a guarantee of no harm "); Davies v. General Tours, Inc.¹² (brochure language assuring consumers a smooth,

comfortable and safe trip is mere puffing and not a warranty of safety)] or actionable misrepresentations will depend on just how deplorable the promised travel services are. Such superlatives may be sufficiently misleading and deceptive to be actionable under State consumer protection statutes such as New York's General Business Law §§ 349, 350 [see Vallery v. Bermuda Star Line, Inc.¹³ (" Since the (passengers) booked the most expensive cabin they expected a first class stateroom...The drapes were partly dirty and dingy; the tables were painted with white enamel paint with nicotine stains; the headboards of the beds were broken and the mattresses of the beds were concave; a lamp shade had a hole, the light flickered and the knobs on the dressers were broken...The stateroom did not meet the quality as described in the brochure as being special, luxurious and beautiful nor was it exquisite...Defendant's advertisement... Transcended the bounds of a statement of opinion and reached the level of false representations and pretenses when the brochure assigned qualities to the stateroom...which it did not possess ")].

What Is First Class?

The term " first class " as it relates to hotel accommodations has common law significance [see Tobin v.

Slutsky¹⁴ (" first class " accommodations creates a legal standard of care); McKee v. Sheraton-Russell, Inc.¹⁵ (safety standard of care varies with grade and quality of hotel); DeWolf v. Ford¹⁶(prices charged and ` grade of inn ` create legal standards)]. In comparing hotels in " bait & switch " cases, however, a hotel rating such as " Superior First Class " may be difficult to define [see Irving Trust Co. v. Nationwide Leisure Corp¹⁷](tour operator promised to delivered superior first class hotels in the West End of London and delivered neither)]. In cruise cases, however, some courts seem willing to ascribe meaning to the term " First Class " [see Vallery v. Bermuda Star Line, Inc.¹⁸ (" first class ship " actionable misrepresentation under G.B.L. §§ 349, 350); Owens v. Italia Societa Per Azione¹⁹ (" first class passage " actionable misrepresentation); Ricci v. Hurley²⁰(" luxury cruise " actionable misrepresentation)].

Actionable Misrepresentations

There are a variety of misrepresentations used in travel advertising which include not only false, deceptive and misleading statements but omissions of material facts and they may be made by airlines, cruiselines, hotels, tour operators, travel agents and Internet travel sellers. Causes of action most commonly used in travel misrepresentation cases are

(1) **negligent misrepresentation** [see Marcus v. Zenith Travel²¹ (consumer " wanted to cancel the trip after (tour operator) made hotel changes for the tour, but (travel agent) negligently promised that (tour operator) was financially secure and would deliver all vacation services. (Consumer) relied on (travel agent's) assurances...and did not cancel the trip "); Pellegrini v. Landmark Travel Group²² (" When (consumer) learned that the Apple tour did not have the promised meal plan he asked (travel agent) if he could cancel without penalty. (Travel agent) assured (consumer) that the Apple tour tickets were refundable when, in fact, they were non-refundable. (Consumer)...canceled the tour and lost his full contract price "); Gelfand v. Action Travel Center²³ (travel agent negligently misrepresentation the ability of cruise ship to deal with tourist's disabilities); Lewis v. Eisin²⁴(student tourist drowns in hotel pool; tour operator failed to reveal that another student tourist nearly drowned in the same pool a few days earlier; brochure negligently misrepresented that tour would be " ` relaxing and carefree ` as possible and ` because of the travel experience and background knowledge of the areas covered in your tour ` ")],

(2) **fraudulent misrepresentation** [see King v. Club Med, Inc.²⁵ (brochure promised " Luxury hotel with modern air conditioned rooms, private bathrooms and electricity " ; in

reality " the hotel...' had sporadic electricity, no air conditioning... sanitary facilities in the rooms...were either not operational or sporadic "; class certification granted); Guadagno v. Diamond Tours & Travel, Inc.²⁶ (unfinished resort misrepresented as having numerous facilities, sports activities and accommodations which did not exist; class certification granted; subsequent decision²⁷ granted summary judgment to the plaintiff class); Ocean Cruise Lines, Inc. v. Abeta Travel Services, Inc.²⁸ (cruise line fails to provide cruise to group of passengers; fraud proven; punitive damages of \$150,000 awarded); Kessler v. National Enterprises, Inc.²⁹ (judgement for class of time share owners against time share operator for fraudulent misrepresentations regarding availability of parking and hotel facilities)],

(3) **promissory estoppel** [see Chow v. Trans World Airlines, Inc.³⁰ (detrimental reliance upon false promises; " TWA repeatedly promised to place Chow on a priority list with Singapore (Airlines) and in so doing, must have realized that their promises would induce Chow's failure to make arrangements with Singapore himself); Keefe v. Bahama Cruise Line, Inc.³¹ (reliance upon false promises resulted in delay in filing claim); Fogel v. Hertz International, Ltd.³²(agency by estoppel; consumer reliance upon advertising and Hertz signs)],

(4) **violation of state consumer protection statutes** [see

Vallery v. Bermuda Star Line, Inc.³³ (New York Deceptive Business Practices Act ; misrepresented cruise); Pellegrini v. Landmark Travel Group³⁴ (GBL § 349; refundability of tour operator tickets misrepresented); People v. P.U. Travel, Inc.³⁵(Attorney General charges travel agency with fraudulent and deceptive business practices in failing to deliver flights to Spain or refunds); Krautsack v. Anderson³⁶ (rained every day during African safari; Illinois consumer fraud act claims against tour operator for failing to reveal conflict of interest); Victor v. ABC Appliances, Inc.³⁷ (Michigan Consumer Protection Act; certified consumer class action alleging " free air fares " not free when require purchase of overpriced hotel accommodations); Brunwasser v. T.W.A³⁸. (misrepresentations of non-stop flights; Pennsylvania consumer protection statute claim sustained); Maurer v. Cerkvenik-Anderson Travel³⁹ (student tourist dies under steel wheels of Mazatlan Party Train; failure to reveal prior deaths on same train; violation of Arizona Consumer Fraud Act)]

(6) **violation of state Sellers of Travel Statutes** [New York State's Truth In Travel Act and the Sellers of Travel statutes of California, Florida, Massachusetts, Oregon, Virginia and Washington prohibit some misrepresentations including advertising travel services when they are not, in fact, available. The Sellers of Travel statutes of Florida, Virginia, Hawaii,

Massachusetts and Washington are tied in with each state's consumer protection statute. These statutes prohibit misleading and deceptive business practices, give consumers a private right of action and award actual and treble damages, attorneys fees and costs], and

(7) **breach of fiduciary duty** [Unlike travel suppliers and tour operators, travel agents have a fiduciary relationship with their customers [see Brown v. Hambric⁴⁰ (travel agents are " professionals and fiduciaries and are expected to be knowledgeable of the travel services they sell "); Pelegrini v. Landmark Travel Group⁴¹ (" Today's travel agent is the consumer's agent and a fiduciary " ; failure to reveal non-refundability of tickets); Levin v. Kasmir World Travel, Inc.⁴² (" the travel agent is not merely a dispenser of tickets but also a fiduciary on whose expertise a traveler may reasonably rely " ; failure to reveal that consumers needed a visa to enter China); Shlivko v. Good Luck Travel, Inc.⁴³ (failure to investigate unclean conditions of hotel; review of cases imposing fiduciary duty)].

Misrepresentations By Airlines

Misrepresentation claims brought against airlines may involve departure times [see Flamenbaum v. Orient Lines. Inc.⁴⁴

(passengers miss departure of cruise allege that defendants " falsely represented...that the flight arrangements were adequate and would result in the Plaintiffs arriving on time and with their baggage to the cruise "); Sporn v. Metro International Airways,⁴⁵ (misrepresented departure time results in 3 hour flight delay)], non-stop flights [Liechtung v. Tower Air Inc.⁴⁶(flight between United States and Israel misrepresented as " non-stop " made two hour stop over in Paris), deceptive prices [Maynard, Airline Warned Not To Hide Charges⁴⁷ (" the [DOT] fined Air Jamaica \$50,000 last month for violating federal regulations that require air carriers to disclose fees separately from the price of air fares ")], food [Williams v. American Airlines, Inc.⁴⁸(passenger suffers allergic reaction to Mahi Mahi in salad)], security at airports [Darras v. T.W.A.⁴⁹ (hijacking; failure to inform passengers that security procedures at foreign airport inadequate)], price comparisons [Eastern Air Lines, Inc. v. New York Air Lines, Inc.⁵⁰ (misleading price comparisons); non-smoking seating [American Express Travel Related Services v. Marco⁵¹ (flight attendant promised non-smoking seating)], travel insurance coverage [Flamenbaum v. Orient Lines, Inc.⁵²], leg room [O'Callaghan v. ARM Corp.⁵³(passenger claims that advertisement " more legroom throughout coach " was violation of Illinois consumer protection statute)], baggage arrival times [Siben v. American Airlines, Inc.⁵⁴ (

misrepresentations about the location and arrival time of lost baggage)], cause of flight delays [Chow v. T.W.A.⁵⁵ (misrepresentations over flight delay)], cancelled flights [Neilan v. Value Vacations, Inc.⁵⁶], baggage claim filing rules [Cruz v. American Airlines, Inc.⁵⁷ (passengers challenge airline's 30 days lost baggage claim filing rule as contrary to Warsaw Convention)], jewelry exclusion rules [Greeley v. KLM Royal Dutch Airlines⁵⁸ (airline relied upon invalid tariffs in denying lost jewelry claims)], ticket restrictions [Weber v. USAirways, Inc.⁵⁹ (vouchers given to passenger for relinquishing his seat to an overbooked passenger contained use restrictions about which he had not been informed)].

Misrepresentations By Cruise Lines

Misrepresentation claims against cruise lines may involve facilities [Oltman v. Holland America Line-USA, Inc.⁶⁰ (Oltmans " fell sick when a gastrointestinal illness broke out among the passengers...Plaintiffs rest their fraudulent inducement claim on these allegations: that Holland America's brochures and advertising represented that they provide safe and enjoyable cruises, and that Holland America failed to disclose in their sales materials that they had been past outbreaks of gastrointestinal illness on their ships "); Denny v. Orient

Lines⁶¹ (passenger sues cruiseline claiming " disappointment with the itinerary, shipboard activities, additional expenses and loss of luggage (and) demands the return of her fare for the cruise...\$8,400.00, all costs and lost items valued at \$400 "); Hellman v. Royal Caribbean International⁶²(passenger " sustained serious injury to her arm as the result of a massage performed by " insufficiently or improperly trained masseur alleges " misrepresentation of the quality of its spa and failure to hire, screen and train qualified massage therapists "); Poulos v. Caesars World, Inc.⁶³ (casino and cruise ship patrons " claim is that the Casinos have engaged in a ' course of fraudulent and misleading acts and omissions intended to induce people to play their video poker and electronic slot machines based on the false belief concerning how those machines actually operate as well as the extent to which there is actually an opportunity to win on any given play "); Boyles v. Cunard Line Ltd.⁶⁴ (cruise ship misrepresented availability of " spa at sea " when none existed), itineraries [Kessler v. Royal Caribbean Cruises⁶⁵ (misrepresented itinerary); Stobaugh v. Norwegian Cruise Line⁶⁶ (cruise ship sails into hurricane injuring passengers); Desmond v. Holland America Cruises⁶⁷ (failure to adhere to promised itinerary); Casper v. Cunard Line⁶⁸ (QEII breaks down during Norwegian fjord cruise and fails to follow advertised itinerary), the sobriety of the crew [Donnelly v. Klosters Rederi⁶⁹

(misrepresentations of the nature and quality of services including " sobriety of the crew ")], disabled accessible [Walker v. Carnival Cruise Lines⁷⁰ (" Despite receiving assurances from (travel agent) and (cruise line) that his room and the ship were disabled accessible (neither were) "); Bergonzine v. Maui Charters⁷¹ (350 lb. disabled passenger relied upon cruise brochure stating that " its cruises are suitable for handicapped individuals " and broke ankle disembarking; \$40,000 for pain and suffering awarded)], accommodations [Blair v. Norwegian Caribbean Lines⁷² (passengers relied on advertisement in Cruise & Travel Magazine showing " a typical twin bed outside stateroom " ; the actual room had a " double bed instead of two twin beds...the room was deficient in other respects with only sixteen inches of space between the bed and the cabin wall; missing molding along the walls; missing veneer on the bureau drawers and stained bedspread "); Mirra v. Holland America Line⁷³(" Holland's advertisements described the cabin that plaintiff reserved as 219 square feet, with two twin beds, a rollaway bed and a sitting area. The cabin...received measured only 100 square feet, had the wrong size bed and no appreciable sitting space "); Vallery v. Bermuda Star Line, Inc.⁷⁴ (" The brochure provides that the S.S. Bermuda Star is ' a very special kind of luxury ' with ' impeccable taste, in the design and furnishings of the beautifully appointed lounges, dining room and cabins. ' The

vessel is described as a ' first class ship '...The cabin did not resemble the pictures in the brochure. The drapes were partly dirty and dingy; the tables were painted with white enamel paint with nicotine stains; the headboards of the beds were broken and the mattresses of the beds were concave; the lamp shade had a hole; the light flickered; and the knobs on the dressers were broken "); Gelfand v. Action Travel Center, Inc.⁷⁵ (brochure misrepresented old but refurbished Costa Riviera cruise ship as new; " There's something new under the Caribbean sun and moon "; " sail the new Costa Riviera ")], deceptive port charges [Latman v. Costa Cruise Lines⁷⁶ (deceptive port charges; " We therefore conclude that where the cruise line bills the passenger for port charges but keeps part of the money for itself, that is a deceptive practice ")].

Misrepresentations By Rental Car Companies

Misrepresentations against rental car companies may involve gasoline re-fueling charges [Ramon v. Budget Rent-A-Car System, Inc.⁷⁷(" Under the lease agreement, a renter who...pays for a full tank in advance does not receive credit for any fuel remaining in the tank when the car is returned ")], unauthorized use of credit card and failure to provide promised coverage under vehicle damage waiver [Votto v. American Car Rental, Inc.⁷⁸

(compensatory damages of \$6670, punitive damages of \$37,260, \$12,200 in attorneys fees and costs of \$410.57 for a judgment totaling \$56,540.57)], bait & switch schemes Kermisch v. Avis Rent a Car Systems, Inc.⁷⁹ (French-made Renault 12 promised and defective Rumanian-made Dacia 1300 delivered)], out of state return charges [Garcia v. L&R Realty, Inc.⁸⁰ (failure to inform renter of additional charge imposed for out of state return of vehicle), deceptive value added taxes [Commercial Union Insurance Co. v. Auto Europe⁸¹ (deceptive value added taxes imposed on renters)], replacement gasoline charges [Lazar v. The Hertz Corp.⁸² (unconscionable replacement gasoline charges)], collision damage waiver charges[Weinberg v. The Hertz Corp.⁸³ (excessive charges for collision damage waivers, personal accident insurance and late return fees)], repair costs [People v. Dollar Rent-A-Car Systems, Inc.⁸⁴ (overcharging for the actual costs of repairing damaged vehicle and misrepresenting that collision damage waiver is insurance)].

Misrepresentations Made By Hotels, Time Shares & Internet Travel Sellers

Misrepresentation claims against hotels, time share operators and Internet travel sellers may involve accommodations

[Greenwood v. Airtours⁸⁵ (promise of " 3 Star rooms with half board " in Tenerife misrepresented; no board, dirty rooms infested with cockroaches, wild dogs on hotel grounds, graffiti, glass near pool), King v. Club Med, Inc.⁸⁶ (brochure promised " Luxury hotel with modern air conditioned rooms, private bathrooms and electricity "; in reality " the hotel...' had sporadic electricity, no air conditioning... sanitary facilities in the rooms...were either not operational or sporadic ")], room rates [Bykov v. Radisson Hotels International, Inc.⁸⁷(plaintiffs allege that hotel " misled consumers by quoting an amount in U.S. dollars on their website less than the actual amount ultimately paid in U.S. dollars "); child care services [Loprette v. Mohegian Sun, Inc.⁸⁸(child escapes after having been entrusted by parents to " Kids Quest, a facility that provides childcare services for patrons of the resort "), taxes and service fees [Marshall v. Priceline.Com Inc.⁸⁹(allegations that Internet travel seller charged " unnecessary taxes and service fees, which were not specifically disclosed to the consumer...priceline did not remit portions of the payments to a taxing authority, but merely pocketed the additional money as profit. With respect to the service fees...priceline used arbitrary numbers to set the service fee, which had no relation to the cost of the hotel and were not an actual ' service cost ' as priceline indicated on its website ")]; facilities and services [Guadagno v. Diamond Tours

& Travel, Inc.⁹⁰ (unfinished resort misrepresented as having numerous facilities, sports activities and accommodations which did not exist)], bait and switch schemes [Dold v. Outrigger Hotel⁹¹ (bait & switch; beach hotel steered overbooked guests to hotels considerable distance from beach)], location [Reiken v. Nationwide Leisure Corp.⁹² (location of hotels on tours to England misrepresented)], Thomson Travel Ltd. v. Roberts⁹³ (brochure falsely stated that " hotel is right on beach "); registration [Perrin v. Hilton International, Inc.⁹⁴(hotel mistakenly told husband that wife was not registered in hotel when in fact she was; claim for emotional distress is actionable)], availability of medical services [Gianocostas v. RIU Hotels⁹⁵ (misrepresentations of the availability of medical services for insulin-dependent diabetic guest)], safety [Tarshis v. Lahaina Investment Corp.⁹⁶(hotel has duty to warn of dangerous surf conditions on beach; injured guest relied on brochure language " The Royal Lahaina Beach resort stretches along a 3-mile secluded white sand beach...The sea is safe and exhilarating for swimming "); Southernmost Affiliates v. Alonza⁹⁷ (guests whose property was stolen from their room claim hotel misled them into believing the room was safe "); food [Smith v. Atlas International Tours, Inc.⁹⁸(misrepresentations regarding availability of " Glatt " kosher food at hotel during Passover)], availability of parking [Kessler v. National Enterprises,

Inc.⁹⁹ (judgement for class of time share owners against time share operator for fraudulent misrepresentations regarding availability of parking and nature of hotel facilities)], bust-out schemes [Isaak v. Trumbull Savings & Loan Company¹⁰⁰ (bust-out scheme; consumers lose investments in campground timeshares); State of Ohio v. Houseman¹⁰¹(bust-out scheme; time share owners defrauded)], market and rental values [Dorian v. Harich Tahoe Development¹⁰²(misrepresentations of the market and rental value of timeshares and ease of resale)], overpriced water systems [U.S.A. v. Gennuso¹⁰³ (deceptive use of timeshare presentations to sell overpriced water purification systems)], re-sale opportunities[Leisure American Resorts, Inc. v. Knutilla¹⁰⁴(misrepresentations of the willingness and ability of a timeshare promoter to resell timeshare units); Tiffany v. Sturbridge Camping Club¹⁰⁵(misrepresentations of the annual availability of a timeshare unit)].

ENDNOTES

1. **Luskins v. Consumer Protection Division**, 353 Md. 335, 726 A. 2d 702 (1999).
2. **DOT fines Hotwire for deceptive radio ads**, Travel Weekly, October 14, 2002, p. 8.
3. **Plutock v. European American Bank**, 143 Misc. 2d 149, 540 N.Y.S. 2d 135 (1989).
4. **Federal Trade Commission v. Med Resorts International**, 2001 WL 327880 (N.D. Ill. 2001).

5. **Federal Trade Commission v. Commonwealth Marketing Group**, 1999 WL 816726 (W.D. Pa. 1999).
6. **Hotels.Com v. Canales**, 2006 WL 228720 (Tex. App. 2006)
7. **Ricard v. Travel Coordinators, Inc.**, 2003 WL 1301540 (Cal. App. 2003)
8. Milligan, **Travel groups fight new FCC rule of faxes**, Travel Weekly, August 18, 2003, p. 4.
9. **Simon v. Cunard Line Limited**, 75 A.D. 2d 283, 428 N.Y.S. 2d 952 (1980).
10. **Yurchak v. Atkinson & Mullen Travel Inc.**, 2006 WL 3076675 (3d Cir. 2006)
11. **Viches v. MLT, Inc.**, 2000 U.S. Dist. LEXIS 18474 (E.D. Mich. 2000).
12. **Davies v. General Tours, Inc.**, 63 Conn. App. 17, 774 A. 2d 1063 (2001).
13. **Vallery v. Bermuda Star Line, Inc.**, 141 Misc. 2d 395, 532 N.Y.S. 2d 965 (1988).
14. **Tobin v. Slutky**, 506 F. 2d 1097 (2d Cir. 1974).
15. **McKee v. Sheraton-Russell, Inc.**, 268 F. 2d 669 (2d Cir. 1959).
16. **DeWolf v. Ford**, 193 N.Y. 397, 86 N.E. 2d 527 (1908).
17. **Irving Trust Co. v. Nationwide Leisure Corp.**, 575 F. Supp. 261 (S.D.N.Y. 1983).
18. **Vallery v. Bermuda Star Line, Inc.**, 141 Misc. 2d 395, 532 N.Y.S. 2d 965 (1988).
19. **Owens v. Italia Societa Per Azione**, 70 Misc. 2d 719, 334 N.Y.S. 2d 789 (1972), aff'd 75 Misc. 2d 104, 347 N.Y.S. 2d 431 (1973).
20. **Ricci v. Hurley**, 1984 A.M.C. 546 (Fla. Cir. 1984)
21. **Marcus v. Zenith Travel**, New York Law Journal, November 19, 1990, p. 25, col. 3 (N.Y. Sup.), aff'd 178 A.D. 2d 372, 577 N.Y.S. 2d 820 (1991).
22. **Pellegrini v. Landmark Travel Group**, 165 Misc. 2d 589, 628 N.Y.S. 2d 1003 (1995).
23. **Gelfand v. Action Travel Center**, 55 Ohio App. 3d 193, 563 N.E. 2d 317 (1988).
24. **Lewis v. Eisin**, 2002 WL 337775 (Mo. App. 2002).
25. **King v. Club Med, Inc.**, 76 A.D. 2d 123, 430 N.Y.S. 2d 65 (1980).

26. **Guadagno v. Diamond Tours & Travel, Inc.**, 89 Misc. 2d 697, 302 N.Y.S. 2d 783 (1976).
27. **Guadagno v. Diamond Tours & Travel, Inc.**, New York Law Journal, May 13, 1977, p. 1.
28. **Ocean Cruise Lines, Inc. v. Abeta Travel Services, Inc.**, 562 So. 2d 205 (Ala. Sup. 1990).
29. **Kessler v. National Enterprises, Inc.**, 238 F. 3d 1006 (8th Cir. 2001).
30. **Chow v. Trans World Airlines, Inc.**, 22 CCH Aviation Cases 17,445 (Ind. App. 1989).
31. **Keefe v. Bahama Cruise Line, Inc.**, 867 F. 2d 1318 (11th Cir. 1989).
32. **Fogel v. Hertz International, Ltd.**, 141 A.D. 2d 375, 529 N.Y.S. 2d 484 (1988).
33. **Vallery v. Bermuda Star Line, Inc.**, 141 Misc. 2d 395, 532 N.Y.S. 2d 965 (1988).
34. **Pellegrini v. Landmark Travel Group**, 165 Misc. 2d 589, 628 N.Y.S. 2d 1003 (1995).
35. **People v. P.U. Travel, Inc.**, New York Law Journal, June 19, 2003, p. 20 (N.Y. Sup.).
36. **Krautsack v. Anderson**, 329 Ill. App. 3d 666, 768 N.E. 2d 133, 263 Ill. Dec. 373 (2002).
37. **Victor v. ABC Appliances, Inc.**, 93-641-CP (Mich. Cir. Washtenaw Cty. 1994).
38. **Brunwasser v. T.W.A.**, 17 CCH Aviation Cases 17,723 (W.D. Pa. 1982).
39. **Maurer v. Cerkenik-Anderson Travel**, 181 Ariz. 294, 890 P. 2d 69 (1994).
40. **Brown v. Hambric**, 168 Misc. 2d 502, 638 N.Y.S. 2d 873, 874 (1995).
41. **Pelegriani v. Landmark Travel Group**, 165 Misc. 2d 589, 595, 628 N.Y.S. 2d 1003 (1995).
42. **Levin v. Kasmir World Travel, Inc.**, 143 Misc. 2d 245, 540 N.Y.S. 2d 639 (1989).
43. **Shlivko v. Good Luck Travel, Inc.**, 2003 WL 21355059 (N.Y. Civ. 2003).
44. **Flamenbaum v. Orient Lines. Inc.**, 2004 WL 1773207 (S.D. Fla. 2004)
45. **Sporn v. Metro International Airways**, 17 CCH Aviation Cases 18,207 (N.Y. Sup. 1983).
46. **Liechtung v. Tower Air Inc.**, 269 A.D. 2d 363, 702 N.Y.S. 2d 111 (2000).

47. Maynard, Airline Warned Not To Hide Charges, N.Y. Times Travel Section, p. 3 (Oct. 19, 2003).
48. Williams v. American Airlines, Inc., 2005 WL 2219296 (N.D. Fla. 2005)
49. **Darras v. T.W.A.**, 19 CCH Aviation Cases 18,332 (N.D. Ill. 1984).
50. **Eastern Air Lines, Inc. v. New York Air Lines, Inc.**, 559 F. Supp. 1270 (S.D.N.Y. 1983).
51. **American Express Travel Related Services v. Marco**, 19 CCH Aviation Cases 17,411 (S.D.N.Y. 1985)
52. Flamenbaum v. Orient Lines. Inc., 2004 WL 1773207 (S.D. Fla. 2004)
53. O'Callaghan v. ARM Corp., 2005 WL 1498870 (N.D. Ill. 2005).
54. **Siben v. American Airlines, Inc.**, 913 F. Supp. 271 (S.D.N.Y. 1996).
55. **Chow v. T.W.A.**, 22 CCH Aviation Cases 17,445 (Ind. App. 1989).
56. **Neilan v. Value Vacations, Inc.**, 603 F. Supp. 1227 (S.D.N.Y. 1985).
57. **Cruz v. American Airlines, Inc.**, 193 F. 3d 526 (D.C. Cir. 1999).
58. **Greeley v. KLM Royal Dutch Airlines**, 85 F.R.D. 697 (S.D.N.Y. 1980).
59. **Weber v. USAirways, Inc.**, 2001 U.S. Dist. LEXIS 5051 (4th Cir. 2001).
60. Oltman v. Holland America Line-USA, Inc., 2006 WL 2222293 (W.D. Wash. 2006).
61. Denny v. Orient Lines, 375 F. Supp. 2d 1320 (D.N.M. 2005)
62. Hellman v. Royal Caribbean International, 2005 WL 1631135 (N.D. Ill. 2005).
63. Poulos v. Caesars World, Inc., 379 F. 3d 654 (9th Cir. 2004).
64. **Boyles v. Cunard Line Ltd.**, 1994 A.M.C. 1631 (S.D.N.Y. 1994).
65. **Kessler v. Royal Caribbean Cruises**, 2003 WL 32130105 (E.D. Pa. 2003).
66. **Stobaugh v. Norwegian Cruise Line**, 105 S.W. 2d 302 (Tex. App. 2003).

67. Desmond v. Holland America Cruises, 1981 A.M.C. 211 (S.D.N.Y. 1981).
68. Casper v. Cunard Line, 560 F. Supp. 240 (E.D. Pa. 1983).
69. Donnelly v. Kloserts Rederi, 515 F. Supp. 5 (E.D. Pa. 1981).
70. Walker v. Carnival Cruise Lines, 63 F. Supp. 2d 1083 (N.D. Cal. 1999).
71. Bergonzine v. Maui Charters, 1995 A.M.C. 2628 (D. Haw. 1995).
72. Blair v. Norwegian Caribbean Lines, 622 F. Supp. 21 (D.D.C. 1985).
73. Mirra v. Holland America Line, 331 N.J. Super. 86, 751 A. 2d 138 (2000).
74. Vallery v. Bermuda Star Line, Inc., 141 Misc. 2d 395, 532 N.Y.S. 2d 965 (1988).
75. Gelfand v. Action Travel Center, Inc., 55 Ohio App. 3d 193, 563 N.E. 2d 317 (1988).
76. Latman v. Costa Cruise Lines, 758 So. 2d 699 (Fla. App. 2000).
77. Ramon v. Budget Rent-A-Car System, Inc., 2007 WL 604795 (D.N.J. 2007)
78. Votto v. American Car Rental, Inc., 273 Conn. 478, 871 A. 2d 981 (2005)
79. Kermisch v. Avis Rent a Car Systems, Inc., 71 A.D. 2d 799, 419 N.Y.S. 2d 793 (1979).
80. Garcia v. L&R Realty, Inc., 347 N.J. Super. 481, 790 A. 2d 939 (2002).
81. Commercial Union Insurance Co. v. Auto Europe, 2002 U.S. Dist. LEXIS 3319 (N.D. Ill. 2002).
82. Lazar v. The Hertz Corp., 143 Cal. App. 3d 128, 191 Cal. Rptr. 849 (1983).
83. Weinberg v. The Hertz Corp., 69 N.Y. 2d 979, 516 N.Y.S. 2d 652 (1987).
84. People v. Dollar Rent-A-Car Systems, Inc., 211 Cal. App. 3d 119 (Cal. App. 1989).
85. Greenwood v. Airtours [1995] 4 CL 32.
86. King v. Club Med, Inc., 76 A.D. 2d 123, 430 N.Y.S. 2d 65 (1980).
87. Bykov v. Radisson Hotels International, Inc., 2006 WL 752942 (D. Minn. 2006)

88. Loprette v. Mohegian Sun, Inc., 2006 WL 1096335 (N.J. Super. A.D. 2006)
89. Marshall v. Priceline.Com Inc., 2006 WL 3175318 (Del. Super. 2006)
90. **Guadagno v. Diamond Tours & Travel, Inc.**, 89 Misc. 2d 697, 302 N.Y.S. 2d 783 (1976).
91. **Dold v. Outrigger Hotel**, 501 P. 2d 368 (Hawaii 1972).
92. **Reiken v. Nationwide Leisure Corp.**, 75 A.D. 2d 551, 427 N.Y.S. 2d 235 (1980).
93. **Thomson Travel Ltd. v. Roberts** [1984] 148 JP 666.
94. **Perrin v. Hilton International, Inc.**, 1992 WL 396221 (S.D.N.Y. 1992).
95. **Gianocostas v. RIU Hotels**, 2001 WL 758695 (Mass. Super. 2001).
96. **Tarshis v. Lahaina Investment Corp.**, 480 F. 2d 1019 (9th Cir. 1973).
97. **Southernmost Affiliates v. Alonza**, 654 So. 2d 1066 (Fla. App. 1995).
98. **Smith v. Atlas International Tours, Inc.**, 80 A.D. 2d 762, 436 N.Y.S. 2d 722 (1981).
99. **Kessler v. National Enterprises, Inc.**, 238 F. 3d 1006 (8th Cir. 2001).
100. **Isaak v. Trumbull Savings & Loan Company**, 169 F. 3d 390 (6th Cir. 1999).
101. **State of Ohio v. Houseman**, 2000 Ohio App. LEXIS 3015 (Ohio App. 2000).
102. **Dorian v. Harich Tahoe Development**, 1996 U.S. Dist. LEXIS 21627 (N.D. Cal. 1996).
103. **U.S.A. v. Gennuso**, 967 F. 2d 1460 (10th Cir. 1992).
104. **Leisure American Resorts, Inc. V. Knutilla**, 547 So. 2d 424 (Ala. Sup. 1989).
105. **Tiffany v. Sturbridge Camping Club**, 32 Mass. App. Ct. 173, 587 N.E. 2d 238 (1992).