

SUPREME COURT OF TEXAS

Delta Air Lines, Inc. and Al Perez v. Robert C. Black

116 S.W.3d 745 (Tex. 2003) · No. No. 02-0255 · Decided September 11, 2003

SUMMARY

The Supreme Court of Texas held that the Airline Deregulation Act preempted Robert Black’s state-law breach-of-contract and misrepresentation claims arising from Delta’s failure to provide his wife with a confirmed first-class seat. The court concluded that airline seating and boarding procedures are services within the ADA’s preemption provision and that Black’s requested remedies would improperly enlarge the parties’ contract beyond the federal regulatory scheme. The court reversed the court of appeals in part and rendered judgment that Black take nothing against Delta and Al Perez.

CASE DETAILS

COURT	Supreme Court of Texas
WRITING FOR THE COURT	Justice Jefferson
JURISDICTION	Texas
DECIDED	September 11, 2003
DOCKET	No. 02-0255
DISPOSITION	reversed
PROCEDURAL POSTURE	Petition for review of a court of appeals decision reversing summary judgment for Delta and Al Perez and remanding the case for trial.
STANDARD OF REVIEW	Summary judgment is reviewed to determine whether there is a genuine issue of material fact and whether the movant is entitled to judgment as a matter of law; the preemption issue was decided as a matter of law.
PRECEDENTIAL VALUE	Published opinion of the Supreme Court of Texas; binding Texas authority.
PARTIES	Delta Air Lines, Inc., Al Perez v. Robert C. Black

TOPICS

- contracts
- breach of contract
- statutory interpretation
- federalism
- administrative law

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the Airline Deregulation Act of 1978 preempts state-law breach-of-contract claims based on an airline's ticketing, seating, and boarding procedures.
2. Whether the Airline Deregulation Act preempts state-law intentional and negligent misrepresentation claims based on an airline's ticketing and boarding procedures.
3. Whether the federal denied-boarding regulations, including 14 C.F.R. §§ 250.6 and 250.9, permitted Black to seek additional state-law damages for the alleged failure to provide a confirmed first-class seat.

HOLDINGS

1. Airline boarding procedures and seating policies relate to the services of an air carrier within the meaning of 49 U.S.C. § 41713(b)(1).
2. The ADA preempts Black's breach-of-contract claims because they concern Delta's ticketing, seating, and boarding procedures and can be adjudicated only by resort to laws or policies external to the parties' contract.
3. The ADA preempts Black's intentional and negligent misrepresentation claims because they are based on Delta's ticketing and boarding procedures and would constitute state enforcement of law relating to airline services.
4. Black could not rely on 14 C.F.R. § 250.9 because his wife was not denied boarding within the meaning of the regulation and, in any event, the offered alternative accommodations made the Blacks ineligible for denied-boarding compensation under § 250.6.

KEY QUOTATIONS

"We conclude that an airline's boarding procedures and seating policies "relate to" the services an airline provides to its customers." (753)

"We conclude that Delta's boarding and seating policies relate to the services it provided to Black, and that Black's claims can only be adjudicated by reference to laws and policies external to its contract with Delta." (756)

"Accordingly, because Black's misrepresentation and fraud claims relate to the services Delta provides and if allowed would amount to enactment or enforcement of state law, they are preempted." (757)

FACTUAL BACKGROUND

Robert C. Black purchased two Delta tickets for travel from Dallas/Fort Worth to Las Vegas, believing that he and his wife had confirmed first-class seats for the outbound flight. Delta's records showed a confirmed first-class seat for Black but only a confirmed coach seat for his wife, whom Delta placed on a priority waiting list for first class. Delta offered several alternative travel arrangements and vouchers, but Black declined them and chartered a private jet at a cost of \$13,150. He then sued Delta for breach of contract and intentional and negligent misrepresentation and sued gate supervisor Al Perez for misrepresentation.

PROCEDURAL HISTORY

The trial court granted summary judgment in favor of Delta and Al Perez without specifying the grounds. The court of appeals reversed and remanded, concluding that fact issues existed on causation, mitigation, and agency and that the Airline Deregulation Act did not preempt Black's claims. The Supreme Court of Texas granted review on the preemption issue, reversed the court of appeals in part, and rendered judgment that Black take nothing against Delta and Perez.

DISPOSITION

reversed

CASES CITED

- Maryland v. Louisiana, 451 U.S. 725, 746 (1981)
- Great Dane Trailers, Inc. v. Estate of Wells, 52 S.W.3d 737, 743 (Tex. 2001)
- Retail Clerks International Ass'n v. Schermerhorn, 375 U.S. 96, 103 (1963)
- Medtronic, Inc. v. Lohr, 518 U.S. 470, 486 (1996)
- American Airlines, Inc. v. Wolens, 513 U.S. 219, 222, 224-29, 233 (1995)
- Morales v. Trans World Airlines, Inc., 504 U.S. 374, 378, 383-91 (1992)
- Continental Airlines, Inc. v. Kiefer, 920 S.W.2d 274, 275, 281-83 (Tex. 1996)
- Smith v. Comair, Inc., 134 F.3d 254, 257-59 (4th Cir. 1998)
- Boon Insurance Agency, Inc. v. American Airlines, Inc., 17 S.W.3d 52, 55, 58-59 (Tex. App.—Austin 2000, pet. denied)
- Charas v. Trans World Airlines, Inc., 160 F.3d 1259, 1261, 1266 (9th Cir. 1998)
- Hodges v. Delta Airlines, Inc., 44 F.3d 334, 336-37 (5th Cir. 1995)
- Buckman Co. v. Plaintiffs' Legal Committee, 531 U.S. 341, 351 (2001)
- San Diego Building Trades Council v. Garmon, 359 U.S. 236, 247 (1959)
- Travel All Over the World, Inc. v. Kingdom of Saudi Arabia, 73 F.3d 1423, 1432, 1434 (7th Cir. 1996)
- Lyn-Lea Travel Corp. v. American Airlines, Inc., 283 F.3d 282, 288 (5th Cir. 2002)

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