

**No. 09-16564**

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IN THE  
UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

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DON ADDINGTON, JOHN BOSTIC, MARK BURMAN, AFSHIN IRANPOUR,  
ROGER VELEZ, and STEVE WARGOCKI, representing themselves and as  
representatives of the class, and all others similarly situated in the class,

*Plaintiffs-Appellees,*

v.

US AIRLINE PILOTS ASSOCIATION,

*Defendant-Appellant,*

and

US AIRWAYS, INC.,

*Defendant.*

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Appeal from the United States District Court District Of Arizona  
No. C08-1633 & C08-1728 (consolidated) NVW

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**DECLARATION OF PAUL DIORIO  
IN OPPOSITION TO PLAINTIFFS' MOTION TO STAY THE MANDATE**

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I, Paul DiOrio, declare as follows:

1. I make this Declaration of my own free will and based on my personal, first-hand knowledge, unless otherwise specifically indicated.
2. This Declaration is in support of USAPA's brief in opposition to plaintiff/appellees' motion to stay the mandate.

3. I am currently the Chairman of the USAPA Negotiating Advisory Committee. I am also a commercial airline pilot, a member of the US Airline Pilots Association (USAPA), and have been employed by US Airways Inc. since 1989. I have held the position of Chairman since May 2008. I am familiar with the current round of bargaining between the pilots represented by USAPA, and US Airways Inc.

4. Collective bargaining between USAPA and US Airways is on-going and currently subject to federal mediation through a mediator assigned by the National Mediation Board.

5. The prime objective of the USAPA Negotiating Advisory Committee is to negotiate a new, single collective bargaining agreement with the merged pilots groups at US Airways, an agreement covering both "East" and "West" pilots. To do this will require a new integrated seniority list that, along with the rest of a tentatively agreed to contract, can be ratified by the pilots voting together in a contract ratification vote.

6. Were the district court's injunction to continue as a result of a stay of the mandate then USAPA could not continue to bargain with any reasonable prospect of obtaining a Tentative Agreement that could be presented to the pilots for ratification. Without the ability to negotiate seniority related issues, it will be difficult if not impossible to conclude a Tentative Agreement. Negotiating a new,

integrated seniority list is a key component of any new collective bargaining agreement.

7. US Airways Inc. has twice emerged from Chapter 11. In both instances pilots employed by US Airways have suffered severe economic loss. As a result, comparatively US Airways pilots are now on the bottom end of industry pay for major airline pilots. For example, it is estimated that taking an average of wages earned in one month by US Airline pilots flying A320 and B737 aircraft, compared to flying by pilots at Delta Airlines, Continental Airlines, and Southwest Airlines, approaching \$10,000,000.00 wage differential exists.

8. In the current round of bargaining, the company has expressed its position that economic gains for pilots will be tied to reaching agreement on a new, single contract covering both East and West pilots groups. Any delay in reaching a new CBA would result in hardship on the pilots in the form of continued bottom-end pay, benefits, and working conditions.

Further your Declarant sayeth not.

Pursuant to 29 USC § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on: July 16, 2009

*/s/ Paul DiOrio*