Polsinelli Shughart PC

Security Title Plaza
3636 N. Central Ave., Suite 1200
Phoenix, AZ 85012
(602) 650-2000
Facsimile: (602) 264-7033
www.polsinelli.com

Andrew S. Jacob
(602) 650-2096
(602) 926-8573 Direct Fax
ajacob@polsinelli.com

December 9, 2009

Ms. Molly Dwyer
Clerk of the Court
U.S. COURT OF APPEALS FOR THE NINTH CIRCUIT
95 Seventh Avenue
San Francisco, CA 94103-1526

RE: *Addington v. US Airline Pilots Ass'n*
Case No.: 09-16564
Hearing Date: Dec. 8, 2009

Dear Ms. Dwyer:

Pursuant to FRAP 28(j) and Ninth Circuit Rule 28-6, Plaintiffs-Appellees Addington, *et al.*, submit authority to clarify a point raised yesterday at oral argument.

Judge Tashima asked counsel to explain where *Ramey v. District 141* states, "we do not require, or even permit, union members to bring a suit against their union simply because the union has announced its future intention to breach its duty." 378 F.3d 269, 279 (2d Cir. 2004). Not having the decision readily available, counsel was unable to directly call the Court's attention to footnote 4 that immediately follows this quotation. This footnote states as follows:

> In some limited circumstances, a suit for a preliminary injunction may be brought based on such an announcement. However, because the standards for obtaining preliminary

> injunctive relief are significantly higher than the standards for litigating a case after a breach has occurred, the possibility of maintaining a preliminary injunction proceeding does not trigger the statute of limitations.

Id. at 279, n.4.

Footnote four clarifies that the *Ramey* court was addressing accrual of limitations, not accrual of ripeness. If a claim is ripe for one kind of relief that satisfies jurisdictional ripeness. *Ramey*, therefore, does not preclude finding our claim ripe.

Very truly yours,

/S/ Andrew S. Jacob
Andrew S. Jacob

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ASJ: