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10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 DON ADDINGTON; JOHN BOSTIC;
13 MARK BURMAN; AFSHIN IRANPOUR;
14 ROGER VELEZ; and STEVE WARGOCKI;
15 individual residents of the State of Arizona,
16 formerly employed by America West
Airlines, Inc. and presently employed by its
successor after merger, US Airways, Inc.,
Plaintiffs,

17 vs.

18 US AIRLINE PILOTS ASSOCIATION, an
19 unincorporated association representing the
20 pilots in the employment of US Airways Inc.;

21 and US AIRWAYS, INC., a Delaware
corporation;

22 Defendants.

CASE NO. _____

VERIFIED COMPLAINT

HYBRID ACTION:
(1) BREACH OF CBA; AND
(2) BREACH OF DUTY OF FAIR
REPRESENTATION

(Railway Labor Act)

23 For their Complaint, Plaintiffs allege as follows:

24 **INTRODUCTION AND PARTIES**

25 1. In May 2005, two air carriers, America West Airlines, Inc. (“America
26 West”) and US Airways, Inc., agreed to merge such that they would combine all or
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1 substantially all their assets. Defendant US Airways, Inc. is the successor to the two
2 pre-merger air carriers.

3 2. Hereinafter, Plaintiffs use:

- 4 a) “Merger” to refer to this merger event;
- 5 b) “US Airways” to refer to the pre-merger air carrier;
- 6 c) “Defendant US Airways” to refer to the post-merger air carrier;
- 7 d) “West CBA” to refer to the collective bargaining agreement
8 originally between America West and its pilots;
- 9 e) “West Pilots” to refer, as individuals and as a group (unless
10 otherwise indicated), to the pilots on the seniority list incorporated
11 into the West CBA.
- 12 f) “East CBA” to refer to the collective bargaining agreement
13 originally between US Airways and its pilots;
- 14 g) “East Pilots” to refer, as individuals and as a group (unless
15 otherwise indicated), to the pilots on the seniority list incorporated
16 into the East CBA;
- 17 h) “West and East Pilots” to refer, as individuals and as a group
18 (unless otherwise indicated) to the entire group of pilots on both
19 West CBA and East CBA seniority lists;
- 20 i) “Separate Operations” to refer to that phase of the Merger where
21 West Pilots can operate only the aircraft that were in the service of
22 America West prior to the Merger or added thereafter (“West
23 Airplanes”) and East Pilots can operate only the aircraft that were
24 in the service of US Airways prior to the Merger or added
25 thereafter (“East Airplanes”);

26 and

1 j) “Integrated Operations” to refer to that phase of the Merger where
2 West and East Pilots are placed onto a single seniority list and are
3 not limited to operating either West Airplanes or East Airplanes.

4 3. Plaintiff Don Addington is a resident of the State of Arizona, who at all
5 times relevant to this Complaint has been a West Pilot.

6 4. Plaintiff John Bostic is a resident of the State of Arizona, who at all times
7 relevant to this Complaint has been a West Pilot.

8 5. Plaintiff Mark Burman is a resident of the State of Arizona, who at all
9 times relevant to this Complaint has been a West Pilot.

10 6. Plaintiff Afshin Iranpour is a resident of the State of Arizona, who at all
11 times relevant to this Complaint has been a West Pilot.

12 7. Plaintiff Roger Velez is a resident of the State of Arizona, who at all times
13 relevant to this Complaint has been a West Pilot.

14 8. Plaintiff Steve Wargocki is a resident of the State of Arizona, who at all
15 times relevant to this Complaint has been a West Pilot.

16 9. Defendant US Airways is a Delaware corporation with its principal place
17 of business in Tempe, Arizona.

18 10. At all times relevant to this action, Defendant US Airways has:

19 a) Engaged in interstate commerce in the industry of air
20 transportation; and

21 b) Been an employer in an industry affecting interstate commerce.

22 11. Defendant US Airline Pilots Association (“USAPA”) is an unincorporated
23 association with a principal place of business in Charlotte, North Carolina.

24 12. The National Mediation Board (“NMB”) certified USAPA as the
25 collective bargaining representative of the pilots employed in the service of Defendant
26 US Airways.

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1 **JURISDICTION AND VENUE**

2 13. This Complaint asserts:

- 3 a) In Counts One and Two, minor grievances against Defendant
4 US Airways; and
5 b) In Count Three, a claim for breach of the duty of fair representation
6 against Defendant USAPA.

7 14. These claims arise under the RLA, 45 U.S.C. § 151, *et seq.*

8 15. This Court has jurisdiction over these claims pursuant to hybrid claim
9 doctrine because the minor grievances, Counts One and Two, are inextricably linked to
10 the breach of duty of fair representation claim, Count Three.

11 16. This Complaint was filed within six (6) months of the accrual of all
12 claims.

13 17. This Court has federal question jurisdiction. 28 U.S.C. § 1331.

14 18. Venue is proper in the District of Arizona, pursuant to 28 U.S.C.
15 § 1391(b), because:

- 16 a) A substantial part of the events or omissions giving rise to the
17 claims occurred in that judicial district; or were directed at
18 affecting one or more Plaintiffs residing in that district; and/or
19 b) The principal place of business of Defendant US Airways is
20 situated in that judicial district.

21 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

22 **Collective Bargaining Agreements And Merger**

23 19. In December 2003, America West and the West Pilots entered into a
24 written agreement defining the terms of the West CBA. Plaintiffs refer to that
25 document as the “2004 CBA.” The West CBA, as defined by the 2004 CBA, became
26 effective in January, 2004, and was to become amendable in January 2007.

1 20. A true and correct copy of relevant pages from the *2004 CBA* is attached
2 here as Exhibit A.

3 21. The West CBA was defined by Letters of Agreement that, except as
4 expressly noted herein, are not material to this dispute.

5 22. Defendant US Airways is the successor to America West's rights and
6 obligations under the West CBA.

7 23. Defendant US Airways is the successor to US Airways' rights and
8 obligations under the East CBA.

9 24. The wages, benefits and conditions of work required by the East CBA are
10 substantially more favorable to Defendant US Airways than are the wages, benefits and
11 conditions of work required by the West CBA.

12 25. The *2004 CBA* referred to:

- 13 a) America West as the "Company;"
- 14 b) the West Pilots as the "Association;" and
- 15 c) the West CBA as the "Agreement."

16 26. The *2004 CBA* provided, *among other things*, as follows:

17 A. RECOGNITION

18 1. In accordance with Certification Number R-6213 issued
19 by the National Mediation Board on October 26, 1993, the
20 Company recognizes the Association [ALPA] as the
21 collective bargaining representative of the flight deck crew
members [Pilots] employed by the Company with the
authority and obligation to represent them for the purposes
of the Railway Labor Act, as amended.

22 and

23 B. SCOPE

24 This Agreement covers all revenue and all known and
25 recurring miscellaneous flying performed by the Company.
26 All flying covered by this Agreement shall be performed by
Pilots whose names appear on the America West Airlines,
Inc. Pilots' System Seniority List.

27 F. SUCCESSORSHIP AND MERGERS

1 2. In the event of a complete merger between the Company and
2 another air carrier (i.e., the combination of all or substantially all
3 the assets of the two carriers) where the surviving carrier decides to
4 integrate the pre-merger operations, the following procedures will
5 apply: (1) if the Company is the surviving carrier, the Company
6 will integrate the two Pilot groups in accordance with Association
7 Merger Policy if both groups are represented by the Association,
8 . . . and (2) if the Company is not the surviving carrier, the
9 Company will make reasonable efforts to have the surviving carrier
10 integrate the two pilot groups in the same manner as stated in (1) of
11 this paragraph.

12 5. Seniority shall govern all Pilots in case of promotion and
13 demotion, retention in case of reduction in force, assignment or
14 realignment due to expansion or reduction in schedules,
15 reemployment after release due to reduction in schedules,
16 reemployment after release due to reduction in force, and choice of
17 vacancies, provided the Pilot can qualify and is able to assume the
18 assignment.

19 Transition Agreement

20 27. On September 20, 2005, Defendant US Airways (as America West and
21 US Airways), West and East Pilots entered into a multilateral contractual agreement
22 entitled, the “*Transition Agreement*.”

23 28. A true and correct copy of the *Transition Agreement* is attached here as
24 Exhibit B.

25 29. The *Transition Agreement* established contractual rights and obligations
26 that ran, among other things:

- 27 a) Among individual West Pilots and individual East Pilots;
- 28 b) Between individual West Pilots and the East Pilot group;
- 29 c) Between individual East Pilots and the West Pilot group;
- 30 and/or
- 31 d) Between the West Pilot group and the East Pilot group.

32 30. The *Transition Agreement* added or changed certain terms of the West
33 CBA and/or the East CBA.

1 31. The *Transition Agreement*, therefore, established collective bargaining
2 rights and obligations that ran, among other things:

3 a) Between Defendant US Airways and individual West and East
4 Pilots;

5 b) Between Defendant US Airways and the West Pilot Group;
6 and/or

7 c) Between Defendant US Airways and the East Pilot Group.

8 32. All parties understood and intended that the rights and obligations arising
9 in the *Transition Agreement* were part of a multiparty bargained-for exchange.

10 33. All parties understood and intended that the rights and obligations arising
11 in the *Transition Agreement* were supported by valid consideration and would be legally
12 enforceable by all beneficiaries.

13 34. The bargained for terms of the *Transition Agreement* included among
14 other things:

15 a) West Pilots agreed, for the benefit of East Pilots, to waive Scope
16 Provisions of the West CBA that required America West to operate
17 airplanes in the service of America West under America West
18 designator code and/or marketing identity;

19 b) West Pilots agreed, for the benefit of Defendant US Airways and
20 East Pilots, that Defendant US Airways must provide all
21 furloughed East Pilots an opportunity to be either recalled as East
22 Pilots or hired as West Pilots before it could hire any new pilots;

23 c) Defendant US Airways and East Pilots agreed, for the benefit of
24 West Pilots, that Defendant US Airways must place any pilots
25 hired after the date of the *Transition Agreement* on a third seniority
26 list entitled ‘New Hire Seniority List’” and that it must treat these
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pilots as junior to all pilots on the West Pilot seniority list during separate operations;

d) East Pilots and Defendant US Airways agreed, for the benefit of West Pilots, that if any West Pilot was furloughed during Separate Operations, Defendant US Airways could not hire any new pilots until it provided all furloughed West Pilots an opportunity to be either recalled as West Pilots or hired as East Pilots;

e) West Pilots agreed, for the benefit of Defendant US Airways and East Pilots, to waive some of the West CBA restrictions on the seating capacity of aircraft using the company’s marketing identity that could be flown by Express Carriers;

f) West Pilots agreed, for the benefit of Defendant US Airways and East Pilots, that Defendant US Airways could use East Pilots to operate East Airplanes on certain flights that, according to the Scope Provisions of the West CBA, Defendant US Airways could fly only with West Pilots and West Airplanes;

g) East Pilots and Defendant US Airways agreed, for the benefit of West Pilots, that Defendant US Airways could use West Pilots to fly West Airplanes on certain flights that, according to the Scope Provisions of the East CBA, Defendant US Airways could fly only with East Pilots and East Airplanes;

h) West Pilots agreed, for the benefit of Defendant US Airways and East Pilots, to negotiate (in good faith) amendments to the West CBA necessary to allow Integrated Operations of Defendant US Airways using a single integrated seniority list and a single CBA;

- 1 i) East Pilots agreed, for the benefit of West Pilots, to negotiate (in
2 good faith) amendments to the East CBA necessary to allow
3 Integrated Operations of Defendant US Airways using a single
4 integrated seniority list and a single CBA;
- 5 j) Defendant US Airways agreed, for the benefit of West Pilots, to
6 negotiate (in good faith) amendments to the West CBA and to the
7 East CBA necessary to allow Integrated Operations of Defendant
8 US Airways using a single integrated seniority list and a single
9 CBA;
- 10 k) West Pilots agreed, for the benefit of Defendant US Airways and
11 East Pilots, that the single integrated seniority list referred to above
12 would be created in accordance with ALPA Merger Policy;
- 13 l) East Pilots agreed, for the benefit of West Pilots, that the single
14 integrated seniority list referred to above would be created in
15 accordance with ALPA Merger Policy;
- 16 and
- 17 m) Defendant US Airways agreed, for the benefit of West Pilots, that
18 the single integrated seniority list referred to above would be
19 created in accordance with ALPA Merger Policy.

ALPA Merger Policy

21 35. The terms of ALPA Merger Policy are set out in a document, entitled
22 “*Section 45 – Merger And Fragmentation Policy*” and dated August 10, 2005.
23 Hereinafter, Plaintiffs refer to this document as “*ALPA Merger Policy*.”

24 36. A true and correct copy of *ALPA Merger Policy* is attached here as
25 Exhibit C.

- 1 b) Would require an integrated seniority list that would be
- 2 substantially more favorable to the East Pilots than the Nicolau
- 3 List;
- 4 c) Would require an integrated seniority list that would be
- 5 substantially less favorable to the West Pilots than the Nicolau List;
- 6 and
- 7 d) Was contrary to and inconsistent with its members’ personal
- 8 obligations to treat the Nicolau Award and Nicolau List as final,
- 9 binding, fair and equitable.

10 60. In early 2008, the National Mediation Board (“NMB”) determined that the
11 West and East Pilots constituted a single craft for purposes of labor representation.

12 61. USAPA campaigned to become the certified labor representative of the
13 West and East Pilots.

14 62. With the knowledge set out in ¶ 59(a)-(d), and the knowledge that it could
15 win the representation contest just with the votes of East Pilots, USAPA promised the
16 East Pilots that if it were elected the labor representative it would follow USAPA
17 Seniority Policy.

18 63. On or about April 18, 2008, USAPA became the certified labor
19 representative.

20 64. Upon information and belief, since June 2008, Defendant US Airways and
21 USAPA have been negotiating one or more collective bargaining agreements to replace
22 the West CBA and the East CBA.

23 65. In negotiating one or more collective bargaining agreements to replace the
24 West CBA and the East CBA, Plaintiffs are informed and, therefore, allege that
25 Defendant US Airways and USAPA intend to: (a) **not** implement integrated operations
26 and/or (b) **not** adopt the Nicolau List.

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1 situated West Pilots have lost promotions and have lost other improvements in wages,
2 benefits and working conditions.

3 70. As a consequence of Defendant US Airways' breach of the West CBA as
4 modified by the *Transition Agreement*, one or more Plaintiffs and other similarly
5 situated West Pilots will likely be furloughed.

6 71. As a consequence of Defendant US Airways' breach of the West CBA as
7 modified by the *Transition Agreement*, one or more Plaintiffs and other similarly
8 situated West Pilots will likely be demoted and lose improvements in wages, benefits
9 and working conditions.

10 72. One or more Plaintiffs and other similarly situated West Pilots will
11 continue to accrue injuries until USAPA and Defendant US Airways implement a single
12 CBA that applies the Nicolau List.

13 CAUSES OF ACTION

14 COUNT ONE (DEFENDANT US AIRWAYS)

15 **Breach of CBA: Furlough Out Of Order**

16 73. Plaintiffs re-allege each and every allegation set forth above as if fully set
17 forth herein.

18 74. According to West CBA terms found in the *Transition Agreement*,
19 Defendant US Airways must place all pilots newly hired since the effective date of the
20 *Transition Agreement* on a third seniority list entitled "New Hire Seniority List."

21 75. According to West CBA terms found in the *Transition Agreement*,
22 Defendant US Airways must furlough all pilots on the New Hire Seniority List before it
23 can furlough any West Pilot.

24 76. Since the effective date of the *Transition Agreement*, Defendant
25 US Airways has hired approximately 100 new pilots to work as East Pilots.

26 77. Since the effective date of the *Transition Agreement*, the active roster of
27 West pilots has decreased by 118 pilots, from 1894 to 1776.

1 78. Since the effective date of the *Transition Agreement*, the active roster of
2 East pilots has increased by 239 pilots, from 3407 to 3646.

3 79. On or about June 12, 2008, Defendant US Airways announced plans to
4 furlough approximately 300 pilots by April 2009.

5 80. Upon information and belief, Defendant US Airways plans, as part of the
6 300, to furlough 175 West Pilots.

7 81. Upon information and belief, Defendant US Airways has scheduled 57
8 West Pilots to be furloughed on October 1, 2008.

9 82. Upon information and belief, Defendant US Airways has scheduled an
10 additional 54 West Pilots to be furloughed on November 1, 2008.

11 83. Upon information and belief, Defendant US Airways is in direct breach
12 of West CBA terms found in the *Transition Agreement* because it:

13 a) Does not plan to furlough all pilots on the New Hire Seniority List
14 before it furloughs West Pilots on October 1, 2008;

15 and

16 b) Does not plan to furlough all pilots on the New Hire Seniority List
17 before it furloughs West Pilots on November 1, 2008.

18 84. Defendant US Airways has scheduled one or more Plaintiffs to be
19 furloughed on October 1, 2008.

20 85. Defendant US Airways has scheduled one or more Plaintiffs to be
21 furloughed on November 1, 2008.

22 86. One or more Plaintiffs, and other West Pilots similarly situated, would
23 likely have been promoted were it not for the West Pilot furloughs planned by
24 Defendant US Airways.

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1 87. One or more Plaintiffs, and other West Pilots similarly situated, will likely
2 suffer a demotion and/or loss of wages, benefits and favorable working conditions
3 because of the West Pilot furloughs planned by Defendant US Airways.

4 COUNT TWO (DEFENDANT US AIRWAYS)
5 **Breach of CBA): Failure To Negotiate In Good Faith**

6 88. Plaintiffs re-allege each and every allegation set forth above as if fully set
7 forth herein.

8 89. In November 2007, Defendant US Airways accepted the Nicolau List, as
9 required by the *Transition Agreement*.

10 90. According to West CBA terms found in the *Transition Agreement*, after
11 Defendant US Airways accepted the Nicolau List, it was obliged to negotiate with
12 USAPA in good faith to institute Integrated Operations by adopting a single collective
13 bargaining agreement that would implement the Nicolau List.

14 91. Since April 18, 2008, Plaintiffs are informed and, therefore, allege that
15 Defendant US Airways has been in breach of the West CBA terms found in the
16 *Transition Agreement* because it has not been negotiating with USAPA in good faith to
17 institute Integrated Operations by adopting a single collective bargaining agreement that
18 would implement the Nicolau List.

19 92. One or more Plaintiffs, and other West Pilots similarly situated, have not
20 been promoted because Defendant US Airways has not been negotiating with USAPA
21 in good faith to institute Integrated Operations by adopting a single collective
22 bargaining agreement that would implement the Nicolau List.

23 93. One or more Plaintiffs, and other West Pilots similarly situated, will likely
24 suffer a demotion and/or loss of wages, benefits and favorable working conditions
25 because Defendant US Airways has not been negotiating with USAPA in good faith to
26 institute Integrated Operations by adopting a single collective bargaining agreement that
27 would implement the Nicolau List.

1 94. One or more Plaintiffs, and other West Pilots similarly situated, will be
2 furloughed because Defendant US Airways has not been negotiating with USAPA in
3 good faith to institute Integrated Operations by adopting a single collective bargaining
4 agreement that would implement the Nicolau List.

5 **COUNT THREE (USAPA)**
6 **Breach Of Duty Of Fair Representation**

7 95. Plaintiffs re-allege each and every allegation set forth above as if fully set
8 forth herein.

9 96. Since April 18, 2008, Defendant USAPA has owed Plaintiffs and all other
10 West Pilots a duty of fair representation.

11 97. The duty of fair representation requires that USAPA give due
12 consideration to West Pilot interests and to not harm those interests through conduct
13 that is arbitrary, improper, or undertaken in bad faith.

14 **FAILURE TO GIVE DUE CONSIDERATION**

15 98. The duty of fair representation required USAPA to give due consideration
16 to the interests of the West Pilots when deciding USAPA Seniority Policy.

17 99. USAPA decided its seniority policy without holding any sort of hearing or
18 procedure that afforded Plaintiffs and other West Pilots an opportunity to present
19 arguments and evidence in favor of their interests.

20 100. USAPA, therefore, breached its duty of fair representation.

21 101. Because USAPA failed to give due consideration to West Pilot interests, it
22 has a seniority policy that caused Defendant US Airways to breach its collective
23 bargaining agreement with West Pilots.

24 102. Because USAPA is causing Defendant US Airways to breach its
25 collective bargaining agreement with West Pilots, it has caused Plaintiffs and other
26 West Pilots the injuries alleged in Counts One and Two.

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ARBITRARY, IMPROPER PURPOSE, BAD FAITH

103. The duty of fair representation precluded USAPA from acting arbitrarily, for improper purpose, or in bad faith.

104. A labor union acts arbitrarily, for improper purpose, and/or in bad faith if its majority members use the union to evade contract obligations that would otherwise constrain them as individuals.

105. USAPA acted arbitrarily, for improper purpose, and/or in bad faith because the East Pilot majority is using USAPA to evade their individual obligations to treat the Nicolau Award as binding and final.

106. A labor union acts arbitrarily, for improper purpose, and/or in bad faith if it promises to commit a breach of its duty of fair representation owed to a minority of the represented workers in order to secure the votes and/or support of the majority of the represented workers.

107. USAPA acted arbitrarily, for improper purpose, and/or in bad faith because it promised to follow its improperly derived seniority policy if elected the representative.

108. By acting arbitrarily, for improper purpose and/or in bad faith, USAPA caused Defendant US Airways to breach its collective bargaining agreement with West Pilots.

109. Because USAPA caused Defendant US Airways to breach its collective bargaining agreement with West Pilots, it caused Plaintiffs and other West Pilots the injuries alleged in Counts One and Two.

REMEDY SOUGHT

110. The injuries that have accrued to date to Plaintiffs can be remedied with money damages.

1 111. Other West Pilots similarly situated do not have a fully adequate remedy
2 at law because it would be exceedingly impractical for each such individual to prove up
3 his or her damages.

4 112. The West Pilots do not have an adequate remedy at law for future
5 damages that will accrue until Defendant US Airways and USAPA comply with their
6 contract and representation duties because there are too many factors affecting any
7 calculation of their likely damages to make such calculation practical.

8 113. Plaintiffs, therefore, are entitled to injunctive relief in addition to money
9 damages.

10 WHEREFORE, the Plaintiffs seek the following relief:

11 A. A preliminary injunction directed against Defendants, ORDERING that:

12 (1) Defendant US Airways shall not furlough any West Pilot before it has
13 furloughed all pilots on the New Hire Seniority List;

14 (2) Defendant US Airways shall not furlough any West Pilot before it has
15 furloughed all East Pilots junior to them on the Nicolau List;

16 (3) Defendants shall not amend the West CBA without the approval of the
17 Court unless such amendment is ratified by a majority of the West Pilots.
18

19 B. A permanent injunction ORDERING Defendants to negotiate and
20 implement a single collective bargaining agreement that fully implements the Nicolau
21 List;
22

23 C. That judgment be entered against Defendants, jointly and severally, for
24 sufficient damages to compensate Plaintiffs for the value of lost wages and benefits
25 caused by the injuries alleged herein;
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1 D. That judgment be entered against USAPA awarding Plaintiffs their costs
2 and reasonable attorneys' fees incurred prosecuting the breach of duty of fair
3 representation claim on the basis of common benefit doctrine; and
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5 E. That Plaintiffs be granted such other relief that the Court deems necessary
6 and proper.
7

8 Dated this 4th day of September, 2008.
9

 SHUGHART THOMSON & KILROY, P.C.
10

 /s/
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12 By: _____

13 Marty Harper
14 Kelly Flood
15 Andrew S. Jacob
16 Security Title Plaza
17 3636 N. Central Ave., Suite 1200
18 Phoenix, AZ 85012
19 Attorneys for Plaintiffs
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VERIFICATION

STATE OF ARIZONA)
) ss
County of Maricopa)

MARK BURMAN, a Plaintiff In this action, being first duly sworn, upon his oath, deposes and says:

I, Mark Burman verify this Complaint on behalf of the Plaintiffs DON ADDINGTON; JOHN BOSTIC; MARK BURMAN; AFSHIN IRANPOUR; ROGER VELEZ; and STEVE WARGOCKI; individual residents of the State of Arizona, formerly employed by America West Airlines, Inc. and presently employed by its successor after merger, US Airways, Inc. in the matter and declare, under penalty of perjury, pursuant to A.R.S. § 13-2702, that I have read the foregoing Complaint, and know the contents thereof; and the matters set forth therein appear to be true to the best of my own knowledge and information, except to the matters stated herein on information and belief, and that as to those matters, I believe the complaint to be true.

Dated this 4th day of September, 2008.

Mark Burman

SUBSCRIBED AND SWORN TO before me this 4th day of September, 2008.

Karen A. Hagen

Notary Public

My commission expires:

