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US AIRWAYS, INC.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ARIZONA

Don Addington, *et al.*;

Plaintiffs,

v.

US Airline Pilots Association and US Airways, Inc.,

Defendants.

Case No. 2:08-cv-01633-PHX-NVW

US AIRWAYS, INC.'S MOTION TO DISMISS

(Oral Argument Requested)

Defendant, US Airways, Inc. ("US Airways" or the "Company), by and through its counsel undersigned, hereby files its Motion to Dismiss pursuant to Rule 12(b)(1), Federal Rules of Civil Procedure. This Motion is supported by the following Memorandum of Points and

Authorities.

MEMORANDUM OF POINTS AND AUTHORITIES

Plaintiffs, pilots employed by US Airways, have filed a Complaint alleging two "minor grievances" against US Airways. Complaint at ¶ 13(a). Count One alleges that US Airways breached its pilot collective bargaining agreement by announcing a furlough of pilots "out of order." Count Two alleges that US Airways has breached its pilot collective bargaining agreement by failing to negotiate in good faith for a new single collective bargaining agreement that would implement an integrated seniority list (called the "Nicolau List") following the merger of US Airways and America West Airlines. In addition to the claims against US Airways, Count Three of the Complaint alleges that plaintiffs' union, the US Airline Pilots Association ("USAPA"), breached its statutory duty of fair representation to plaintiffs under the Railway Labor Act, 45 U.S.C. § 151 *et seq*. (the "RLA") by adopting a "USAPA Seniority Policy" that is inconsistent with the Nicolau List and that has purportedly "caused" US Airways to breach the collective bargaining agreement.

Counts One and Two of the Complaint should be dismissed pursuant to Rule 12(b)(1) of the Federal Rules of Civil Procedure due to lack of federal subject matter jurisdiction over the plaintiffs' breach of contract dispute with US Airways. It is well established under the RLA that any dispute over the interpretation or application of an airline collective bargaining agreement (called a "minor dispute") must be submitted to final and binding arbitration before an arbitration panel known as a Board of Adjustment, and that the federal courts have no jurisdiction over such disputes. *Consol. Rail Corp. v. Ry. Labor Executives' Ass'n*, 491 U.S. 299 (1989) ("*Conrail*"); *Ass'n of Flight Attendants v. Horizon Air Indus., Inc.*, 280 F.3d 901, 904, 906 (9th Cir. 2002). The plaintiffs concede, as they must, that Counts One and Two against US Airways raise minor disputes over the interpretation of their collective bargaining agreement.

In an attempt to bypass the exclusive arbitration jurisdiction of the Board of Adjustment, plaintiffs allege that this Court has jurisdiction over the breach of contract claims under a "hybrid claim doctrine." Plaintiffs, however, cannot circumvent the RLA's "strong policies in favor of arbitration and against judicial intervention," *Croston v. Burlington N. R.R. Co.*, 999 F.2d 381,

386 (9th Cir. 1993), *overruled on unrelated grounds by Hawaiian Airlines, Inc. v. Norris,* 512 U.S. 246 (1994). They have not even attempted to file a grievance and seek arbitration regarding the minor disputes alleged in their Complaint, and they have failed adequately to allege that the union and employer have acted "in concert" or "colluded" to the point where arbitration of the matter would be futile, as required under Ninth Circuit RLA case law. *Croston,* 999 F.2d at 387; *Bautista v. Pan Am. World Airlines, Inc.*, 828 F.2d 546, 552 (9th Cir. 1987) (union's legal "disagree[ment] with the dismissed employees on the merits of their wrongful discharge claim does not mean that resort to the Adjustment Board would be 'absolutely futile . . . .'") (citation omitted).

Finally, USAPA has indicated that it intends to file a motion to dismiss Count Three, on jurisdictional grounds and on the ground that the plaintiffs' allegations are not sufficient to state a claim for breach of USAPA's duty of fair representation. Without a valid claim for breach of this duty, there is no possible exception to the exclusive jurisdiction of the Board of Adjustment over the breach of contract claim against the Company. *Bautista*, 828 F.2d at 551-52.

Because the disputes raised by plaintiffs in Counts 1 and 2 of their Complaint are subject to the mandatory and exclusive jurisdiction of an RLA Board of Adjustment, they should be dismissed pursuant to Federal Rule of Civil Procedure 12(b)(1).

I. Factual Background

Plaintiffs are six pilots who were employed by America West Airlines, Inc. ("America West") before America West merged with US Airways in 2005, each of whom continues to be employed by the post-merger US Airways. (Complaint at ¶¶ 1, 2(d), 2(e), 3-8.) The plaintiffs have not attempted to file any grievances or invoke the arbitral jurisdiction of the Board of Adjustment regarding the two Counts of their Complaint asserting breach of contract by US Airways. Declaration of E. Allen Hemenway ("Hemenway Dec."), attached hereto as Exhibit A, at ¶ 2.[1]

The Company is currently processing a grievance filed by USAPA that encompasses the

[1] The Court may consider any relevant documents in determining whether it has subject matter jurisdiction. *See Savage v. Glendale Union High School*, 343 F.3d 1036, 1040, n.2 (9th Cir. 2003) (considering "affidavits furnished by both parties" in connection with Rule 12(b)(1) motion to dismiss is appropriate).

very same issue plaintiffs raised in Count 1 of the plaintiffs' Complaint regarding whether "New Hire Pilots" should all be furloughed in advance of the furlough of any pilots who flew for America West prior to its merger with US Airways ("West Pilots"). US Airways is also processing two additional grievances filed by individual pilots that encompass the same issues plaintiffs raise in their Application for Preliminary Injunction regarding whether additional pilots who flew for US Airways prior to the merger should be furloughed before West Pilots. If the Board of Adjustment determines that US Airways is incorrect in its interpretation of the collective bargaining agreement, the Board has full remedial authority to make whole any pilots who were adversely affected by the Company's actions, and order a reversal of any improper furloughs. Hemenway Dec. ¶¶ 3-5, Exs. 1-3.

II. Legal Analysis

A. Because Plaintiffs Have Asserted Minor Disputes Subject To The Exclusive Jurisdiction Of The Board of Adjustment, This Court Has No Subject Matter Jurisdiction Over Plaintiffs' Claims For Breach of the Collective Bargaining Agreement.

In the face of a challenge to subject matter jurisdiction raised by a Rule 12(b)(1) motion such as this, "the plaintiff has the burden of proving jurisdiction in order to survive the motion. A plaintiff suing in a federal court must show in his pleading, affirmatively and distinctly, the existence of whatever is essential to federal jurisdiction, and, if he does not do so, the court, on having the defect called to its attention or on discovering the same, must dismiss the case, unless the defect be corrected by amendment." *Tosco Corp. v. Communities for a Better Env't*, 236 F.3d 495, 499 (9th Cir. 2001) (internal citations and quotations omitted). As shown below, plaintiffs have not, and cannot, meet their burden to establish jurisdiction over their claims against US Airways. Accordingly, their claims must be dismissed pursuant to Rule 12(b)(1).

1. Under The RLA, Any Dispute Over Interpretation Or Application Of A Collective Bargaining Agreement Is A Minor Dispute Within The Exclusive Jurisdiction Of The Appropriate Board Of Adjustment.

The RLA provides that air carriers and their employees are obligated "to exert every reasonable effort to make and maintain agreements . . . and *to settle all disputes*, whether arising

out of the application of such agreement or otherwise, in order to avoid any interruption to commerce or to the operation of any carrier growing out of any dispute between the carrier and the employees thereof." 45 U.S.C. § 152, First (emphasis added). The role of the federal courts in enforcing this obligation depends on whether the dispute is characterized as a "major" or "minor" dispute. Minor disputes are those which concern grievances or matters, the resolution of which require the *interpretation or application* of existing collective bargaining agreements.[2] *Elgin*, 325 U.S. at 722-23. Where, as here, a union seeks to enjoin a carrier from taking some action, and the carrier defends its conduct by reference to an existing collective bargaining agreement, the court must find that a minor dispute exists – and that it is without jurisdiction – unless the carrier's position is "frivolous" or "obviously insubstantial." *Conrail*, 491 U.S. at 307; *see also Horizon Air*, 280 F.3d at 906. The carrier's burden in showing that the dispute is minor is "relatively light." *Conrail*, 491 U.S. at 307. That is, when in doubt as to whether a particular dispute is a major or a minor one, courts will construe the dispute to be minor. *O'Donnell v. Wien Air Alaska, Inc.*, 551 F.2d 1141, 1146-47 (9th Cir. 1977).

For minor disputes, the RLA requires the parties to submit the contract interpretation issues to the appropriate board of adjustment for final and binding arbitration. 45 U.S.C. § 153. The jurisdiction of the appropriate adjustment board is "mandatory, exclusive and comprehensive." *E.g., Andrews v. Louisville & Nashville R.R. Co.*, 406 U.S. 320, 322-24 (1972); *Bhd. of Locomotive Eng'rs v. Louisville & Nashville R.R. Co.*, 373 U.S. 33, 36-38 (1963); *Horizon Air*, 280 F.3d at 904, 906. Such an adjustment board, known as a System Board of Adjustment, has been established pursuant to Section X of the Transition Agreement to hear disputes arising out of the Transition Agreement. Complaint Ex. B, at § X.

Under the controlling *Conrail* standard, "it is not the role of the courts to decide the merits of the parties' dispute." 491 U.S. at 318. The court's job is only to decide *whether there is a*

[2] A major dispute is one that involves efforts to *make* new collective bargaining agreements or to *modify* existing ones. *Elgin, Joliet & E. Ry. Co. v. Burley*, 325 U.S. 711, 722-23 (1945). In a major dispute, the status quo requirement prevents the union from striking or engaging in other job actions and management from changing the rates of pay, rules or working conditions related to the dispute until the major dispute negotiation and mediation procedures are exhausted. *Detroit & T.S.L.R. Co. v. United Transp. Union*, 396 U.S. 142, 150, 153 (1969). In a major dispute, the parties' obligations to maintain the status quo are enforceable, by injunction, in the federal courts. *Bhd. of Ry. Clerks v. Fla. E. Coast R.R.*, 384 U.S. 238, 246 (1966).

dispute as to the carrier's rights under the agreement. *See Bhd. of Teamsters & Auto Truck Drivers Local No. 70 v. W. Pac. R.R. Co.,* 809 F.2d 607, 610 (9th Cir. 1987) ("[t]he district judge's view of the merits is understandable. However, the federal courts are not the proper forum to resolve this dispute."); *Bhd. of Ry. Carmen v. Pac. Fruit Express Co.,* 651 F.2d 651, 652-53 (9th Cir. 1981) (denying union's motion for preliminary injunction because the dispute required interpretation of the collective bargaining agreement).

Because it is undisputed that plaintiffs' claims in both Count 1 and Count 2 allege breach of the collective bargaining agreement (*see, e.g.*, Complaint at ¶¶ 74, 75, 90, 91), the resolution of which requires interpretation of multiple provisions of the applicable collective bargaining agreement (including Sections II.A; II.B.4; II.B.7; IV.A; IV.C; V.G; VI.A (*see* Complaint Ex. B)), they are minor disputes properly heard exclusively before the Board of Adjustment. Accordingly, on this basis, the Court should dismiss Counts 1 and 2.

2. There Is No Valid Basis For Asserting An Exception to the Congressionally-Mandated System Board Jurisdiction Over These Minor Disputes.

a. **Plaintiffs Cannot Meet The High Standard For Obtaining Federal Court Jurisdiction Under The RLA.**

Although plaintiffs concede, as they must, that they have indeed raised minor disputes over the interpretation or application of the collectively-bargained Transition Agreement (Complaint at ¶ 13), they nevertheless attempt to invoke this Court's jurisdiction by alleging "hybrid jurisdiction" based on Count 3 of the Complaint, in which they allege that USAPA breached the statutory duty of fair representation. Complaint at ¶ 15. Plaintiffs argue that they need only allege an "inextricable link[]" between an alleged breach of the duty of fair representation by the union and breach of contract by the employer in order to obtain federal court jurisdiction over their contract claims. Complaint at ¶ 15. This argument appears to be based on case law arising under the Labor Management Relations Act ("LMRA"), and ignores applicable case law under the RLA from the Supreme Court and the Ninth Circuit.

In the leading RLA case on this issue, *Glover v. St. Louis-San Francisco Ry.*, 393 U.S. 324, 329 (1969), the Supreme Court carved out a narrow exception to the statutory mandate that

minor disputes be subject to the exclusive jurisdiction of an RLA System Board of Adjustment: where "in essence the 'dispute' is one between some employees on the one hand and the union and management *together* on the other." (emphasis added). In the situation before the Court in that case, based on the plaintiffs' detailed allegations that "the bargaining representatives . . . have been acting in concert with the railroad employer to set up schemes and contrivances to bar Negroes from promotion wholly because of race," the Court found that "a formal effort to pursue contractual or administrative remedies would be absolutely futile." *Id.* at 331.

The Ninth Circuit has interpreted *Glover*'s "futility" exception to apply only where allegations are brought against both the union for breach of duty of fair representation and the employer for breach of collective bargaining agreement which "demonstrated that the union and management acted *in concert*," *Croston*, 999 F.2d at 387 (emphasis added) (citing *Glover*, 393 U.S. 324), or "where the union's inadequate representation suggested that the arbitration had been tainted." *Id.* (citing *Peters v. Burlington N. R.R. Co.*, 931 F.2d 534, 541 (9th Cir. 1991)).

The Ninth Circuit's adoption of such a restrictive legal standard for avoiding the exclusive jurisdiction of a Board of Adjustment under the RLA is soundly based in the purpose of that statute. Under the RLA, the obligation to arbitrate an alleged breach of collective bargaining agreement is mandated by the statute, and "reflects strong policies in favor of arbitration and against judicial intervention," *Croston*, 999 F.2d at 386, while under Section 301 of the LMRA, an employee or union can sue the employer for violation of a collective bargaining agreement in federal or state court if the agreement "contains no grievance, arbitration or other provisions purporting to restrict access to the courts." *See Vaca v. Sipes*, 386 U.S. 171, 183 (1967); 29 U.S.C. § 185; *see also Edelman v. Western Airlines, Inc.*, 892 F.2d 839, 843 (9th Cir. 1989) ("Congress specifically intended in the RLA to keep railroad [and airline] labor disputes out of the courts.") (quoting *Lewy v. S. Pac. Transp. Co.*, 799 F.2d 1281, 1289 (9th Cir. 1986).) Accordingly, because of the importance Congress has placed on arbitration under the RLA, the means of obtaining jurisdiction over an RLA employer is logically more demanding than the cases addressing hybrid jurisdiction in the non-RLA context.

The standard adopted by the Ninth Circuit for obtaining jurisdiction over an RLA

employer for breach of contract is not satisfied here. Plaintiffs have made no substantive allegations that US Airways and USAPA have "colluded" or acted "in concert." To the contrary, their primary allegations are that the union's actions *caused* US Airways to breach the collective bargaining agreement. *See* Complaint at ¶¶ 66(b), 67, 101, 102, 108. Moreover, to the extent plaintiffs do attempt to allege some unified action by the Company and USAPA, *see* Complaint at ¶ 65, those allegations are not sufficient to avoid the Congressional mandate that contractual disputes be subject to Board of Adjustment jurisdiction. Rather, their allegation is merely a conclusory statement of plaintiffs' beliefs regarding what USAPA and US Airways allegedly intend to do in the future.[3] *See Croston*, 999 F.2d at 387 (mere "[c]onclusory allegations that do not demonstrate any act of collusion between the union and the [employer] will not establish jurisdiction"); *Crusos v. United Transp. Union, Local 1201*, 786 F.2d 970, 973 (9th Cir. 1986) ("Appellant's allegations are merely conclusory, as they fail to allege any act demonstrating a conspiracy between the Union and the Railroad"), *cert. denied*, 479 U.S. 934 (1986).

Nor have plaintiffs alleged and shown that the arbitration process was tainted. Only where a grievance has already been brought or attempted can a court determine that it should exercise jurisdiction because the union's breach of the duty of fair representation so flawed the arbitral process that the ultimate decision of the arbitrator was tainted. *See, e.g., Croston*, 999 F.2d at 385 ("Generally, employees must exhaust contractual grievance procedures before bringing an action against the employer for breach of a collective bargaining agreement"); *Peters*, 931 F.2d at 540-41 & n. 4 (if evidence that union processed grievance in "perfunctory fashion" demonstrated breach of duty of fair representation, referee's decision was "most likely" tainted, thereby permitting cause of action against employer to survive summary judgment); *Dean v. Trans World Airlines, Inc.*, 924 F.2d 805, 811 (9th Cir. 1991) (where union and employer "consistently" ignored employee's complaints and denied him access to the grievance process,

[3] Not only are these allegations conclusory, they are also not ripe for decision because they only allege what the defendants "intend" to do, and not what they have actually done. *Western Radio Servs. Co. v. Qwest Corp.*, 530 F.3d 1186 (9th Cir. 2008) ("ripeness is assessed based on the facts as they exist at the present moment"); *Winter v. Calif. Med. Review, Inc.*, 900 F.2d 1322, 1325 (9th Cir. 1990) ("In considering whether a case is ripe, a court must evaluate the fitness of the issues for judicial decision and the hardship to the parties of withholding court consideration. A claim is fit for decision if the issues raised are primarily legal, do not require further factual development, and the challenged action is final.") (citations and quotations omitted).

arbitration found to be futile). Without a showing that the employee at least tried to pursue the grievance procedure, the federal courts have routinely dismissed breach of contract claims for lack of jurisdiction. *See, e.g., Bautista*, 828 F.2d at 552; *Morales v. S. Pac. Transp. Co.*, 894 F.2d 743, 746 (5th Cir. 1990); *Bailey v. Bicknel Minerals, Inc.*, 819 F.2d 690, 693 (7th Cir. 1987); *Transport Workers Union v. Am. Airlines, Inc.*, 413 F.2d 746, 751 (10th Cir. 1969); *cf. Stanton v. Delta Air Lines, Inc.*, 669 F.2d 833, 836-37 (1st Cir. 1982). Here, plaintiffs have not even attempted to file a grievance and pursue arbitration, and thus there is no basis for plaintiffs to claim that USAPA's alleged violations of its duty of fair representation would frustrate plaintiffs' efforts to obtain relief before the Board of Adjustment.

Finally, "[t]he mere fact that the union disagrees with the . . . employees on the merits of their . . . claim does not mean that resort to the Adjustment Board would be 'absolutely futile' within the meaning of *Glover*." *Bautista*, 828 F.2d at 552. As the Ninth Circuit has recognized:

> Were that the rule, employees could almost always circumvent the RLA's procedures by tacking on a DFR claim against their union in a federal court suit against their employer. Named as a defendant in a lawsuit brought by employees, the union would almost always oppose the employees' view on the merits. *Glover* was not predicated on mere disagreement between the employees and the union on the merits of a grievance, but on the fact that the Adjustment Board, according to the plaintiffs' allegations, would have been infected with racial bias. *Ours is a case of legal disagreement, not one of invidious discrimination or unjustified hostility*.

Id. (emphasis added)*; see also Croston*, 999 F.2d at 387; *Haney v. Chesapeake & Ohio R.R. Co.*, 498 F.2d 987, 992 (D.C. Cir. 1974) (that "aggrieved employee's prosecution of his claim runs the risk of making his union an adversary" does not relieve employee of requirement to exhaust remedies before RLA Board of Adjustment).

Indeed, there are three pending grievances, one filed by USAPA and another two by individual pilots, which if successful before the Board of Adjustment, would provide West Pilots with the essential relief they are seeking in Count 1 of the Complaint (as well as their Application for Preliminary Injunction). The grievance filed by USAPA has already been scheduled for an arbitration hearing before the Board of Adjustment sitting with a neutral arbitrator on an expedited basis. The processing of these grievances undermines any argument plaintiffs may assert that the defendants are colluding against them or that pursuing a grievance on the very

same or similar grounds would be futile. Given the plaintiffs' failure to file a grievance and seek arbitration, and given the status of grievances that have been filed by others, as well as the absence of any substantive allegations of futility or collusion, plaintiffs cannot -- and did not -- adequately allege that proceeding to arbitration on their Count 1 and Count 2 claims against US Airways would be futile.

Moreover, even if the LMRA case law apparently relied upon by the plaintiffs were applicable, plaintiffs have not met that standard. The standard cited by plaintiffs in their complaint for obtaining hybrid jurisdiction over the employer is that the claims against the employer and union are "inextricably linked." Complaint at ¶ 15. In *DelCostello v. Int'l Brotherhood of Teamsters*, 462 U.S. 151, 165 (1983), the Supreme Court held that the six-month statute of limitations under Section 10(b) of the National Labor Relations Act applies to "hybrid" actions in which the employer is sued pursuant to Section 301 of the LMRA and the union is sued for breach of the duty of fair representation in the processing of the grievance related to that alleged breach. The Court noted that the two causes of action in the hybrid suit that result are "inextricably interdependent" because

> '[t]o prevail against either the company or the Union, . . . [employee-plaintiffs] must not only show that their discharge was contrary to the contract but must also carry the burden of demonstrating breach of duty by the Union.' The employee may, if he chooses, sue one defendant and not the other; but the case he must prove is the same whether he sues one, the other, or both. The suit is thus not a straightforward breach-of-contract suit under § 301, . . . but a hybrid § 301/fair representation claim, amounting to 'a direct challenge to 'the private settlement of disputes under [the collective-bargaining agreement].'

DelCostello, 462 U.S. at 165 (citations omitted); *see also Chauffeurs, Teamsters & Helpers, Local No. 391 v. Terry*, 494 U.S. 558, 564 (1990) (reasoning that "[b]ecause most collective bargaining agreements accord finality to grievance or arbitration procedures . . . an employee normally cannot bring a section 301 action against an employer unless he can show that the union breached its duty of fair representation in its handling of his grievance").

Plaintiffs cannot meet the hybrid standard set forth in *DelCostello* because they have failed to invoke the grievance and arbitration procedures, and therefore are not challenging the processing of the procedures. Moreover, "the case [plaintiffs] must prove is" not "the same

whether he sues" US Airways, the union, or both, nor do plaintiffs have to prevail on both claims in order to succeed in their action. *DelCostello*, 462 U.S. at 165. Plaintiffs' claim in Count 1 is that US Airways should be enjoined from furloughing certain West pilots because it allegedly has an obligation under the Transition Agreement to furlough all New Hire Pilots first. The case plaintiffs "must prove" against US Airways is a "straightforward breach-of-contract" claim, *id.*, that solely involves interpretation of the collective bargaining agreement's provisions regarding furloughs. There is nothing in the Complaint to demonstrate that this Count has anything to do with whether the union breached its statutory duty of fair representation as alleged in the Complaint, nor need plaintiffs prove any violation by the union in order to prove their claim against US Airways, or vice versa. Similarly, in Count 2, plaintiffs claim that US Airways has breached the Transition Agreement by failing to negotiate in good faith in order to implement an integrated seniority list. Resolution of this Count has nothing whatsoever to do with whether the union violated its duty of fair representation, nor need plaintiffs prove any violation by the union in order to prove their claim against US Airways, or vice versa.

b. **Because There Is No Valid Claim Against the Union for Breach of the Duty of Fair Representation, There Can Be No Jurisdiction Over US Airways For Breach of Collective Bargaining Agreement.**

The Company is informed that USAPA intends to file with this Court a motion to dismiss. US Airways will not restate those arguments here, but instead incorporates those arguments by reference. Because the plaintiffs' claims against USAPA for breach of the duty of fair representation should be dismissed, it necessarily follows that the breach of contract claim against US Airways should also be dismissed. *Croston*, 999 F.2d at 387; *Bautista*, 828 F.2d at 551-52 (if "the employee does not have a triable claim against the union, then all that is left is his claim against the employer. In that event, *Glover* does not apply and the RLA requires that the claim be heard before the Adjustment Board.").

Conclusion

For the foregoing reasons, US Airways respectfully requests that Counts 1 and 2 of the Complaint alleged against US Airways be dismissed for lack of subject matter jurisdiction.

RESPECTFULLY SUBMITTED this 29th day of September 2008.

US AIRWAYS, INC.

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CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of September, 2008, I caused to be electronically transmitted the attached Motion to Dismiss, and the Declaration of E. Allen Hemenway In Support of US Airways, Inc.'s Motion to Dismiss to the Clerk's office using the CM/ECF System for filing.

I hereby certify that on the 29th day of September, 2008, I caused to be served the attached Motion to Dismiss, and the Declaration of E. Allen Hemenway In Support of US Airways, Inc.'s Motion to Dismiss, by Federal Express on the following:

The Honorable Neil V. Wake
District Court Judge
401 W. Washington Street, SPC 52
Phoenix, AZ 85003

s/ Rachel S. Janger

Rachel S. Janger