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

11 Don ADDINGTON; John BOSTIC; Mark
BURMAN; Afshin IRANPOUR; Roger
12 VELEZ; and Steve WARGOCKI,

Case No. 2:08-cv-1633-PHX-NVW
(Consolidated)

13 Plaintiffs,

14 vs.

15 US AIRLINE PILOTS ASSOCIATION,
US AIRWAYS, INC.,
16 Defendants,

**JOINT WRITTEN
SUMMARY OF
DISCOVERY DISPUTE**

17 Don ADDINGTON; John BOSTIC; Mark
BURMAN; Afshin IRANPOUR; Roger
18 VELEZ; and Steve WARGOCKI,

Case No. 2:08-cv-1728-PHX-NVW

19 Plaintiffs,

20 vs.

21 Steven H. BRADFORD, Paul J. DIORIO,
Robert., A. FREAR, Mark. W. KING,
22 Douglas L. MOWERY, and John A.
STEPHAN,
23

Defendants.

1 **ISSUE:**

2 Whether Plaintiffs have complied with the Court's order of February 20, 2009, and
3 if not, what should be ordered?

4 **MOVANT'S POSITION:**

5 Plaintiffs' response is incomplete and evasive; sanctions should be imposed or
6 additional discovery ordered: **1)** One week after ordered, on February 27, Plaintiffs stated
7 "there are no other fee agreements or engagement letters with any person or organization
8 responsive to ..." and produced but a single letter with Leonidas which only addresses
9 representation relating to a disputed subpoena. **2)** Yet on February 20, Plaintiffs misled
10 the Court and Defendant by making a commitment to produce the Leonidas fee
11 agreement. (Counsel: Tr. 11:17 "... the fee agreement"; Tr. 14:22 "... ordered that we
12 produce fee agreements..."; 19:16 "If I understand Your Honor correctly, this is Don
13 Stevens. We will produce the fee agreements, total amount, and the number of
14 contributors.") **3)** Documentary evidence and the deposition testimony of all named-
15 Plaintiffs show Leonidas "retained" Shugart sometime in 2008 for this action and has
16 since controlled, directed and funded this litigation. **4)** Responding to discovery demands,
17 Plaintiffs' counsel – representing *both* named-plaintiffs and Leonidas – never claimed
18 that no retainer document exists (as they have to other requests) instead they consistently
19 objected to producing it on grounds this Court has now rejected. **5)** Because it pertains to
20 the pending certification motion, this non-compliance prejudices Defendant and further
21 indicates that neither the plaintiffs nor any other entity has made a contractual
22 commitment to finance this litigation. **6)** Defendant will supply evidence and legal
23 grounds to support sanctions or production of documents prepared in anticipation of
litigation limited to invoices, billings and related by putative class counsel. At minimum,
Plaintiffs should reimburse Defendant for attorney's fees incurred in seeking a retainer
agreement only now alleged to be non-existent.

16 **RESPONDING PARTY'S POSITION:**

17 Plaintiffs, through counsel, have fully complied with the Court's Order of February
18 20, 2009 by producing the only fee agreement the law firm has with Leonidas: one
19 involving the issue of defending against a USAPA subpoena . In an effort to address the
20 unfounded accusations by USAPA, the disclosure document affirmatively stated that
21 there were no other fee agreements, engagement letters, or any other document with any
22 other entity for this litigation. In the February 20 hearing, the Court correctly noted that
23 Leonidas LLC was organized as a collection point for donations by affected pilots.
Leonidas LLC is not the client, has no management, direction or control over the
litigation, and there is no fee agreement with Leonidas LLC. USAPA has no factual basis
to believe that such an agreement exists. USAPA has instead chosen to make unfounded
accusations that Don Stevens and the Plaintiffs law firm have intentionally withheld
information in violation of the Court's Order. Nothing could be further from the truth.

1 **JOINT CERTIFICATION**

2 Pursuant to LRCiv 7.29(j), the parties jointly agree and state that both have made
3 sincere efforts through consultation to resolve this dispute and have now reached
4 impasse.

5 Respectfully Submitted,

6 Dated: March 3, 2009

7 For Moving Party:

8 For Responding Party:

9 /s/ Nicholas Paul Granath, Esq.

10 /s/ Don Stevens, Esq.

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ATTORNEYS FOR
PLAINTIFFS

ATTORNEYS FOR
DEFENDANT

17 **CERTIFICATE OF SERVICE**

18 I hereby certify that on March 3, 2009, I electronically transmitted the foregoing
19 document to the U.S. District Court Clerk's Office by using the CM/ECF System for
20 filing and transmittal of a Notice of Electronic Filing.
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22
23