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23
**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

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

Plaintiffs,

vs.

US AIRLINE PILOTS ASSOCIATION,
and
US AIRWAYS, INC.,

Defendants.

Case No. 2:08-cv-1633-NVW

**ANSWER AND JURY DEMAND
OF THE
US AIRLINE PILOTS ASSOCIATION
TO PLAINTIFFS'
FIRST AMENDED COMPLAINT**

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2 The US Airlines Pilots Association answers Plaintiff's First Amended Complaint
3 of November 28, 2008 (Docket No. 86) as follows:

4 **RESPONSIVE PLEADINGS**

- 5 1. Admit.
- 6 2. a) Admit; b) Admit; c) Admit; d) Deny; e) Admit; f) Deny; g) Admit; h) Admit;
7 i) Deny and aver that the Transition Agreement defines the meaning of this
8 term; j) Deny and aver that the Transition Agreement defines the meaning of
9 this term.
- 10 3. Admit.
- 11 4. Admit.
- 12 5. Admit
- 13 6. Admit.
- 14 7. Admit.
- 15 8. Admit
- 16 9. Admit.
- 17 10. Admit.
- 18 11. Admit
- 19 12. Admit.
- 20 13. Admit, except deny that Plaintiffs are entitled to bring this action as a class
21 action.
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- 1 14. Admit.
- 2 15. Deny.
- 3 16. Deny.
- 4 17. Deny.
- 5 18. Deny.
- 6 19. Deny.
- 7 20. Deny.
- 8 21. Deny.
- 9 22. Deny.
- 10 23. Deny.
- 11 24. Deny and deny as to all subparts.
- 12 25. Deny and deny as to all subparts.
- 13 26. Deny.
- 14 27. Deny.
- 15 28. Deny.
- 16 29. Deny.
- 17 30. Deny.
- 18 31. Deny.
- 19 32. Admit.
- 20 33. Admit.

- 1 34. Deny.
- 2 35. a) Admit; b) Deny; c) Admit.
- 3 36. Admit.
- 4 37. Deny.
- 5 38. Admit.
- 6 39. Deny and deny as to all subparts.
- 7 40. Deny.
- 8 41. Deny and deny as to all subparts.
- 9 42. Deny.
- 10 43. Deny.
- 11 44. Deny and deny as to all subparts.
- 12 45. Admit.
- 13 46. Admit.
- 14 47. Deny.
- 15 48. Deny
- 16 49. Deny.
- 17 50. Deny, the document speaks for itself and the quotations are taken out of
- 18 context and therefore are misleading.
- 19 51. Deny.
- 20 52. Admit that document is attached, but deny the description of the document
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- 1 contained in paragraph 51.
- 2 53. Deny.
- 3 54. Admit that document is attached, but deny the description of the document
4 contained in paragraph 53.
- 5
- 6 55. Deny.
- 7 56. Deny.
- 8 57. Admit.
- 9 58. Deny and deny as to all subparts.
- 10 59. Deny.
- 11 60. Deny.
- 12 61. Deny.
- 13 62. Deny.
- 14 63. Deny.
- 15 64. Deny and deny as to all subparts.
- 16 65. Deny.
- 17 66. Deny, but admit that certain East Pilots formed USAPA.
- 18 67. a) Admit; b) Deny; c) Deny; d) Deny
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- 20 68. Deny.
- 21 69. a) Admit; b) Deny; c) Deny; d) Deny.
- 22
- 23 70. Deny.

- 1 71. Admit.
- 2 72. Deny.
- 3 73. Admit.
- 4 74. Deny, except to admit that negotiations for a single collective bargaining
5 agreement began in June of 2008.
- 6
- 7 75. Deny.
- 8 76. Deny and deny as to all subparts.
- 9 77. Deny.
- 10 78. Deny.
- 11 79. Deny.
- 12
- 13 80. Deny, except to the extent that Defendant US Airways' failure to furlough
14 new-hire Pilots prior to furloughing pre-merger West Pilots may constitute a
15 breach of the Transition Agreement, which may have resulted in one or more
16 of the Plaintiffs being subject to furlough.
- 17 81. Deny, except to the extent that US Airways' failure to furlough new-hire Pilots
18 prior to furloughing pre-merger West Pilots may have constituted a breach of
19 the Transition Agreement, which may have resulted in one or more of the
20 Plaintiffs being demoted.
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- 22 82. Deny.
- 23 83. Defendant USAPA repeats its responses to paragraphs 1-82 of the Complaint

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as if fully set forth herein.

84. Deny, except to admit that the Transition Agreement provides that all Pilots newly hired since the effective date of the Transition Agreement are placed on a third seniority list entitled "New Hire Seniority List."

85. Deny, except to admit that it is USAPA's position that, under the Transition Agreement, Defendant US Airways must furlough all pilots on the New Hire Seniority List before it can furlough any pre-merger West Pilot.

86. Deny.

87. Deny.

88. Deny.

89. Admit.

90. Lack knowledge or information sufficient to form a belief as to the truth of averment.

91. Deny.

92. Deny.

93. Deny, except to admit that Defendant US Airways is in breach of the Transition Agreement to the extent that it furloughs pre-merger West Pilots prior to furloughing new-hire Pilots.

94. Admit.

95. Admit.

- 1 96. Lack knowledge or information sufficient to form a belief as to the truth of
2 averment.
- 3 97. Lack knowledge or information sufficient to form a belief as to the truth of
4 averment.
- 5
6 98. Defendant USAPA repeats its responses to paragraphs 1-97 of the Complaint
7 as if fully set forth herein.
- 8 99. Deny.
- 9 100. Deny.
- 10 101. Deny.
- 11 102. Deny
- 12 103. Deny.
- 13 104. Deny.
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15 105. Defendant USAPA repeats its responses to paragraphs 1-104 of the Complaint
16 as if fully set forth herein.
- 17 106. Admit.
- 18 107. Deny and refer all issues of law to the Court.
- 19 108. Deny and refer all issues of law to the Court.
- 20 109. Deny.
- 21 110. Deny.
- 22 111. Deny.
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112. Deny.

113. Deny and refer all issues of law to the Court.

114. Deny and refer all issues of law to the Court.

115. Deny.

116. Deny and refer all issues of law to the Court.

117. Deny.

118. Deny.

119. Deny.

120. Deny on the grounds that Plaintiffs have not suffered any injuries.

121. Deny.

122. Deny.

123. Deny and deny all subparts included in the following “WHEREFORE” paragraphs.

AFFIRMATIVE DEFENSES

124. This Court lacks subject matter jurisdiction.

125. Plaintiff’s Complaint fails to state any cause of action for which relief may be granted.

126. Plaintiffs lack standing.

127. Plaintiff’s claims are time barred in whole or in part by statutes of limitations.

128. Plaintiffs have failed to exhaust contractual remedies required under the

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Dated: December 1, 2008

By: ATTORNEYS FOR DEFENDANT
US AIRLINE PILOTS ASSOCIATION

/s/ Lee Seham

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