

dissolution of USAPA from the National Officers to the Board of Pilot Representatives (“BPR”). Pursuant to the USAPA Constitution and Bylaws, a two-thirds majority of eligible votes cast is required to amend the Constitution. The proposed amendment failed due to a lack of two-thirds majority as set forth in the true and correct copy of the referendum results set forth as Exhibit “A” hereto. The Phoenix domicile voted in opposition to the constitutional amendment 761 to 11, or 98.58% opposed to the amendment.

4. On September 16, 2014, the National Mediation Board (“NMB” issued its certification of the Allied Pilots Association (“APA”) as the certified representative of the pilots of New American Airlines (i.e. the pilots of the merged operations of US Airways and American Airlines).

5. On September 16, 2014 a majority of the USAPA National Officers (meaning the President, Vice President, Secretary-Treasurer, and Executive Vice-President of USAPA) voted to defer the commencement date of dissolution of the USAPA. Under the USAPA Constitution and Bylaws, only the National Officers have the right to vote on this deferral matter.

6. At the same time, a majority of the National Officers determined that it would be imprudent to make any distribution of the assets of the Association as it was then not possible to determine with certainty whether available funds exceed the expected costs of collective legal action, including seniority list integration proceedings. Annexed hereto as Exhibit “B” hereto is a true and correct copy of a Statement issued by the National Officers of USAPA on September 16, 2014 in connection with their decision to defer dissolution of USAPA, and related decisions and determinations. On that same date or shortly thereafter, this Statement was posted on the USAPA website.

7. I was one of the National Officers who voted to defer dissolution and distribution of assets. Some of the specific matters that factored into my decision are stated in the Statement referred to in ¶6 above. My decision was based solely on my judgment as to the best interests of USAPA membership as a whole consistent with the USAPA Constitution and Bylaws

8. As of November 1, 2014 and continuing to date, the four National Officers receive neither pay nor flight pay loss for the time they spend working on USAPA matters. As of that date all National Officers serve on a voluntary basis.

9. Under the USAPA Constitution and Bylaws and the Union Operating Manual, USAPA delegates tasks and responsibilities to various committees and subcommittees, such as the Negotiating Advisory Committee, Grievance Committee, or the Merger Committee, among dozens of other committees that have been duly authorized over the years. Notwithstanding such delegation, only USAPA maintains bank accounts and only USAPA, as opposed to any constituent committee, has the power under the USAPA Constitution and Bylaws to receive or pay out any money on behalf of USAPA. Committees empowered under the USAPA Constitution do not maintain bank accounts on their own or in their own name or right.

10. All legal undertakings, including but not limited to tax forms, leases, rental agreements, insurance agreements, and contracts for services are entered into by USAPA, regardless of whether the service is provided in connection with matters that USAPA delegates to a particular committee.

11. At all times, both before and after USAPA's decertification, the USAPA Merger Committee exists solely by virtue of the USAPA Constitution and Bylaws and the Uniform Operating Manual. Under the USAPA Constitution and Bylaws, the USAPA Merger Committee has no autonomous legal authority; it cannot enter into contracts on its own or in its own right; it

cannot receive or disburse money on its own. The USAPA Merger Committee does not have – and never had -- the stand-alone authority to open a bank account to receive or disburse funds.

12. The USAPA Merger Committee receives funding, if at all, from USAPA.

13. The MOU and the Protocol Agreement contain provisions whereby US Airways/American Airlines agree to reimburse the merger representatives for merger-related expenses. Under the USAPA Constitution and Bylaws, any such reimbursement of expenses of the USAPA Merger Committee is required to be paid to USAPA.

14. The MOU was ratified by the USAPA membership (entitled to vote thereon) in February 2013. The ballots were tallied as of February 8, 2013. The MOU was ratified by 75% of all US Airways pilots entitled to vote (members of USAPA in good standing). Of the 1,041 West Pilots who voted, 1,107 voted to approve the MOU, a 97.69% approval rate.

15. On January 12, 2015, the Allied Pilots Association appointed the West Merger Committee as a merger representative for purposes of and within the meaning of the Protocol Agreement.

16. As a result of this designation by the APA, the West Pilots' merger representatives will have the ability to participate in the seniority list integration process and advance the seniority regime of their own devising to the panel of three arbitrators that has been selected to hear and decide the matter just like the other merger representatives. No proposed integration regime advocated by any party is binding on the arbitrators.

18. Upon information and belief, "Leonidas, LLC" is an Arizona limited liability corporation, formed by certain West Pilots in 2007, principally for the purpose of funding litigation against USAPA. As per the Leonidas website (www.cactuspilot.com), Leonidas, LLC

was created in August 2007 to safeguard the legal rights of the former America West pilots in the face of multiple threats against them at that time. www.cactuspilot.com/aboutus

18. Annexed hereto as Exhibit “C” is a true and correct copy of an America West Merger Committee update dated January 28, 2015 printed from the cactuspilot.com website. As set forth under the heading Merger Committee Funding, the West Merger Committee identified Leonidas as a source of funding and noted, “Sufficient participation in the Push For Justice program will adequately cover the cost of seniority integration.”

19. Annexed hereto as Exhibit “D” is a true and correct copy of a Leonidas Update dated March 6, 2015 printed from the cactuspilot.com website, which provides, in part, The various legal fronts confronted over the years would not have been possible without the continued financial support of all our supporters. We are grateful and thank you for all the years of your financial support. Since we are pushing to the end of this endeavor [sic], we are still in need of every West pilots push to contribute to the monthly Leonidas Push Campaign. The Push Campaign will be our main source of funding the various legal fronts. Please sign up ([here](#)) to be part of the Push needed to complete this endeavour.”

20. Annexed hereto as Exhibit “E” is a true and correct copy of a Leonidas update dated March 30, 2015, printed from the cactuspilot.com website. In this update, Leonidas repeatedly refers to and reflects its involvement in this case. For example, the update states, “Judge Cogburn ruled on March 6th that **our** case was actionable under the LMRDA”; “most likely **our** complaint will need to be amended”; [o]n March 27th, **our** counsel filed a Motion for Temporary Restraining Order . . . “. See www.cactuspilot.com.

21. The terms of office of defendants Gary Hummel and Rob Streble expired on April 18, 2015. As of that date, neither holds any elected or appointed office with USAPA.

22. As of this date, the following defendants are no longer members of the USAPA BPR, nor do they hold any other elected or appointed office with USAPA: Paul DiOrio (term expired); Robert Frear (resigned); Joe Stein (term ended); Pete Dugstad (term ended); Paul Music (term ended).

23. Plaintiffs have named “Jane Doe Borman” as a defendant in this action. The only person with the last name Borman who is or was an officer or member of the BPR is Courtney Borman and he is already a named defendant.

24. Counsel has directed me to the portion of plaintiffs’ papers relating to the relief that defendants seek in this action, including, as set forth in the Proposed Order for TRO (Doc. 16-5), to enjoin defendants “from authorizing the expenditure of USAPA funds obtained from the collection of dues and assessments of US Airways pilots during the period that USAPA was the exclusive certified bargaining agent of US Airways pilots in support of activities of any kind” Such a broad injunction would make it impossible for USAPA to operate and pay its ongoing obligations (such as rent, equipment leases, maintenance of computer systems), which would not only potentially expose USAPA to liability (e.g. landlord and other vendors), but would also make it impossible for USAPA to maintain the systems in place and proper order to make a distribution to plaintiffs, which is a major item of relief sought by plaintiffs..

25. Following USAPA’s certification as the bargaining representative of the US Airways pilots in 2008, USAPA proposed a seniority list to the Company based upon date of hire principles with appropriate conditions and restrictions. The USAPA seniority proposal was never incorporated into a collective bargaining agreement and no merger of the East and West seniority lists and US Airways was ever effectuated and the East and West pilots were (and are to this date) maintained on two separate seniority lists.

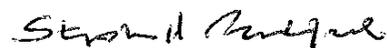
26. The USAPA BPR is comprised of representatives from various US Airways domiciles, including Phoenix, who are elected in accordance with provisions of the USAPA Constitution and Bylaws. On or about March 6, 2015, the three Phoenix BPR representatives, John Scherff, David Simmons, and Eric Ferguson, resigned from the BPR. While there are provisions under the USAPA Constitution and Bylaws for BPR members to appoint others to act in their place and stead, the three Phoenix BPR members who resigned failed to appoint such substitute representatives.

27. Annexed hereto as Exhibit "F" is a true and correct copy of an Arbitration Award issued by Arbitrator Jaquelin F. Drucker in the matter *USAPA and Seven Dues Challengers* dated September 10, 2012.

28. Annexed hereto as Exhibit "G" is a true and correct copy of an Opinion and Award issued by Arbitrator M. David Vaughn in the matter *USAPA and Dues Challengers* dated June 16, 2011.

29. Annexed hereto as Exhibit "H" is a true and correct copy of Statements A and B to the 2014 Form LM-2 Annual Report filed by the Allied Pilots Association with the United States Department of Labor.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 20th day of April, 2015.



Stephen Bradford