

UNITED STATES DISTRICT COURT  
DISTRICT OF COLUMBIA

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US AIRLINE PILOTS ASSOCIATION	)	
	)	
	)	
<i>Plaintiff,</i>	)	
	)	
v.	)	
	)	
US AIRWAYS, INC.	)	
	)	
	)	Case No. 14-CIV-00328 (BAH)
AMERICAN AIRLINES, INC.	)	
	)	
and	)	
	)	
ALLIED PILOTS ASSOCIATION	)	
	)	
	)	
<i>Defendants.</i>	)	

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**US AIRLINE PILOTS ASSOCIATION’S ANSWER TO THE ALLIED PILOTS ASSOCIATION’S COUNTERCLAIMS**

Plaintiff US AIRLINE PILOTS ASSOCIATION (hereinafter “USAPA”), respectfully answers as follows:

1. To the extent paragraph 1 of the Counterclaim makes assertions of law, no response is required. To the extent it makes assertions of fact, USAPA admits that American Airlines, Inc. (“American”) and US Airways, Inc. (“US Airways”) merged on December 9, 2013, and denies the remainder of paragraph 1.
2. USAPA denies the APA’s allegations in paragraph 2, but admits that the parties entered into the MOU which generally became effective on December 9, 2013.
3. USAPA denies the allegations in paragraph 3.
4. USAPA denies the allegations in paragraph 4

5. To the extent paragraph 5 makes assertions of law, no response is required. To the extent it makes assertions of fact, USAPA denies the allegations.

6. To the extent paragraph 6 makes assertions of law, no response is required. To the extent it makes assertions of fact, USAPA denies the allegations.

7. USAPA admits the allegations in paragraph 7.

8. USAPA admits the allegations in paragraph 8.

9. USAPA admits the allegations in paragraph 9.

10. USAPA admits the allegations in paragraph 10.

11. USAPA admits the allegations in paragraph 11.

12. USAPA admits the allegations in paragraph 12.

13. USAPA admits the Court has subject-matter jurisdiction over the counterclaims asserted by the APA and otherwise denies the allegations in paragraph 13..

14. USAPA admits the allegations in paragraph 14.

15. USAPA is without knowledge sufficient to form a belief as to the truth of the allegation about when US Airways and American agreed to merge as alleged in paragraph 15. USAPA admits it, American, US Airways, and the APA entered into the MOU in anticipation of the merger.

16. No response is required to paragraph 16.

17. USAPA admits the allegation in paragraph 17 that the MOU was ratified by its membership. USAPA admits the MOU extended the provisions of the 2013 AA/APA CBA to US Airways pilots following the merger except as modified by the MOU. USAPA admits the MOU provided \$87 million per year in improvements over the 2013 AA/APA agreement to American and US Airways pilots. USAPA denies the other allegations in paragraph 17..

18. USAPA denies the allegations in paragraph 18, except admits it quotes from the cited decision in *Addington v. USAPA*, Case No. 2:13-cv-00471-ROS.

19. USAPA admits the MOU modified the 2013 AA/APA CBA. USAPA admits its pilots ratified the MOU. USAPA admits the parties agreed to subsequently negotiate a Joint Collective Bargaining Agreement under a process established by the MOU. USAPA denies the other allegations in paragraph 19.

20. USAPA denies the allegations in paragraph 20.

21. USAPA admits that paragraph 21 quotes a portion of paragraph 10(a) of the MOU, and denies the other allegations in the paragraph..

22. Paragraph 22 requires no response as it quotes the McCaskill-Bond statute, which is annexed as Exhibit B to the APA's Answer and Counterclaims.

23. Paragraph 23 requires no response.

24. USAPA admits the allegations in paragraph 24.

25. Paragraph 25 requires no response as it quotes the Allegheny-Mohawk LPPs.

26. Paragraph 26 requires no response as it quotes the Allegheny-Mohawk LPPs.

27. Paragraph 27 requires no response as it quotes paragraph 10 of the MOU which is annexed as Exhibit A to the APA's Answer and Counterclaims.

28. USAPA admits the allegations in paragraph 28.

29. USAPA denies the allegations in paragraph 29.

30. USAPA admits the allegations in paragraph 30 and avers the first deadline for the Protocol Agreement was extended at the request of the APA.

31. USAPA denies the allegations in paragraph 31, but admits that the parties were unable to agree on a seniority integration protocol agreement.

32. USAPA denies the allegations in paragraph 32, but admits no negotiations on a merged seniority list occurred and no agreement on a merged seniority list was reached by March 9, 2014.

33. USAPA denies the allegations in paragraph 33.

34. USAPA admits that on February 19, 2014 American and US Airways made a proposal to the APA and USAPA for the selection of arbitrators to hear their seniority list integration dispute, but denies the other allegations in paragraph 34.

35. USAPA admits that it did not respond to US Airways and American's February 19, 2014 proposal for selection of arbitrators because USAPA invoked the provisions of Section 13(a) of the Allegheny-Mohawk Labor Protective Provisions on February 20, 2014 in accordance with the McCaskill-Bond Amendment.

36. USAPA admits that the APA responded on March 5, 2014 to the Company's February 19, 2014 proposal but otherwise denies the allegations of paragraph 36.

37. USAPA admits the allegations in paragraph 37.

38. USAPA admits that it did not respond to APA's March 5, 2014 proposal for selection of arbitrators because USAPA invoked the provisions of Section 13(a) of the Allegheny-Mohawk Labor Protective Provisions on February 20, 2014 in accordance with the McCaskill-Bond Amendment.

39. USAPA denies the allegations in paragraph 39, but admits that on February 20, 2014, it filed a request with the NMB for a list of seven arbitrators pursuant to Section 13(a) of the Allegheny-Mohawk LPPs in accordance with the McCaskill-Bond Amendment.

40. USAPA denies the allegations in paragraph 40, but admits that US Airways and the APA have opposed USAPA's request to the NMB for a list of seven arbitrators.

41. USAPA denies the allegations in paragraph 41, but admits that paragraph 10(a) of the MOU provides, *inter alia*, that the seniority integration arbitration proceeding shall not “commence prior to final approval of the JCBA pursuant to the deadlines and procedures in Paragraph 27 . . .” See MOU, annexed as Ex. A to the APA’s Answer and Counterclaims.

42. Paragraph 42 requires no response as it quotes paragraph 27 of the MOU, which is annexed as Ex. A to the APA’s Answer and Counterclaims.

43. USAPA denies the allegations contained in paragraph 43.

44. USAPA denies the allegations in paragraph 44.

45. Paragraph 45 requires no response as it is a quote of paragraph 26 of the MOU which is annexed as Ex. A to the APA Answer and Counterclaims.

46. USAPA admits the allegations in paragraph 46.

47. USAPA denies the allegations in paragraph 47, but admits US Airways and American submitted Position Statements to the NMB on January 30, 2014, that USAPA and the APA submitted Position Statements on February 19, 2014, that the APA, US Airways and American submitted responses to USAPA’s Position Statement on March 17, 2014, and that USAPA submitted its response to the APA’s, US Airways’ and American’s responses on March 26, 2014.

48. USAPA denies the allegations in paragraph 48, except admits the instant action was commenced on February 27, 2014.

49. USAPA denies the allegations in paragraph 49.

50. USAPA admits the allegations in paragraph 50 that on March 6, 2013, a class-action lawsuit was filed in the United States District Court for the District of Arizona against USAPA and US Airways, *Addington v. USAPA*, No. 2:13-cv-00471-ROS (“Arizona Lawsuit”). USAPA further

admits the pre-merger America West pilots are commonly referred to in the Arizona Lawsuit as the “West Pilots” and that the pre-merger US Airways pilots are commonly referred to in the Arizona Lawsuit as the “East Pilots”. USAPA further admits the named plaintiffs in the Arizona Lawsuit were all West Pilots, and that the court certified a class of West Pilots. USAPA denies the other allegations in paragraph 50.

51. USAPA denies the allegations in paragraph 51. At the time of the 2005 merger, ALPA was the bargaining representative of the US Airways pilots by voluntary recognition and the America West pilots under an NMB certification.

52. USAPA denies the allegations in paragraph 52.

53. USAPA denies the allegations in paragraph 53, but admits that in 2008, following a representational election, the NMB certified USAPA as the exclusive collective bargaining representative for all US Airways pilots, including the former America West pilots.

54. USAPA denies the allegations in paragraph 54, but admits there has been litigation, as reflected by, *inter alia*, the decisions referred to.

55. USAPA denies the allegations in paragraph 55, but admits that seniority for the former America West pilots is governed by the former America West collective bargaining agreement (“CBA”), including its seniority list, and seniority for the pre-merger US Airways pilots is governed by the pre-merger US Airways CBA, including its seniority list.

56. USAPA admits the allegations in paragraph 56.

57. USAPA admits the allegations in paragraph 57.

58. USAPA denies the allegations in paragraph 58.

59. USAPA admits the allegation in paragraph 59.

60. USAPA denies the allegations in paragraph 60.

61. USAPA denies the allegations in paragraph 61.

62. USAPA denies the allegations in paragraph 62.

63. USAPA denies the allegations in paragraph 63, but admits that on July 30, 2013, after being dismissed from the Arizona Lawsuit, US Airways moved to intervene in that lawsuit, and its motion was granted.

64. USAPA admits the allegations in paragraph 64.

65. USAPA denies the allegations in paragraph 65, but admits that on October 11, 2013, US Airways moved for summary judgment on the Plaintiffs' McCaskill-Bond claim in the Arizona Lawsuit.

66. USAPA denies the allegations in paragraph 66, but admits that on October 11, 2013, it moved for summary judgment.

67. USAPA admits the allegations in paragraph 67.

68. USAPA admits the allegations in paragraph 68.

69. USAPA admits the quotes contained in paragraph 69 are part of Judge Silver's decision, but otherwise denies its precedential value.

70. Paragraph 70 requires no response as it is a direct quote from Judge Silver's decision.

71. Paragraph 71 requires no response.

72. USAPA admits the allegations in paragraph 72.

73. USAPA denies the allegations in paragraph 73, except admits that on February 7, 2014 US Airways filed the identified motion.

74. USAPA denies the allegations in paragraph 74.

75. USAPA denies the allegations in paragraph 75.

76. USAPA admits the allegation in paragraph 76 that it did not oppose the ultimate relief sought by US Airways in its motion, but otherwise denies the allegations.

77. USAPA denies the allegations in paragraph 77.

78. Paragraph 78 requires no response, but USAPA re-answers and incorporates by reference the responses to paragraphs 1-77 of this Answer as permitted under Fed. R. Civ. P. 10(c).

79. USAPA denies the allegations in Paragraph 79 except admits that it quotes a portion of the McCaskill-Bond statute.

80. USAPA denies the allegations in paragraph 80.

81. USAPA admits the allegations in paragraph 81.

82. USAPA denies the allegations in paragraph 82.

83. USAPA denies the allegations in paragraph 83.

84. USAPA denies the allegations in paragraph 84.

85. USAPA denies the allegations in paragraph 85.

86. USAPA denies the allegations in paragraph 86.

87. Paragraph 87 requires no response as it quotes 28 U.S.C. § 2201.

88. USAPA denies the allegations in paragraph 88.

89. To the extent paragraph 89 makes assertions of law, no response is required. To the extent it makes assertions of fact, USAPA denies the allegations.

90. Paragraph 90 requires no response, but USAPA re-answers and incorporates by reference the responses to paragraphs 1-89 of this Answer as permitted by Fed. R. Civ. P. 10(c).

91. To the extent paragraph 91 makes assertions of law, no response is required. To the extent it makes assertions of fact, USAPA denies the allegations.



92. USAPA denies the allegations in paragraph 92, except admits that it refers to and quotes a portion of the McCaskill-Bond statute.

93. USAPA denies the allegations in paragraph 93.

94. USAPA denies the allegations in paragraph 94.

95. USAPA denies the allegations in paragraph 95.

96. USAPA denies the allegations in paragraph 96.

97. USAPA denies the allegations in paragraph 97.

98. Paragraph 98 requires no response as it quotes 28 U.S.C. § 2201.

99. USAPA denies the allegations in paragraph 99.

100. To the extent paragraph 100 makes assertions of law, no response is required. To the extent it makes assertions of fact, USAPA denies the allegations.

101. Paragraph 101 requires no response, but USAPA re-answers and incorporates by reference the responses to paragraph 1-100 of this Answer as permitted by Fed. R. Civ. P. 10(c).

102. USAPA denies the allegations in paragraph 102.

103. USAPA denies the allegations in paragraph 103.

104. USAPA denies the allegations in paragraph 104.

105. USAPA denies the allegations in paragraph 105.

106. USAPA denies the allegations in paragraph 106.

107. USAPA denies the allegations in paragraph 107.

108. USAPA denies the allegations in paragraph 108.

109. USAPA denies the allegations in paragraph 109.

110. USAPA denies the allegations in paragraph 110.

111. To the extent paragraph 111 makes assertions of law, no response is required.

**THE APA’S PRAYER FOR RELIEF**

To the extent that any response is required to the APA’s Prayer for Relief in paragraphs 112-115, USAPA denies that the APA is entitled to any of the relief sought.

**USAPA’S AFFIRMATIVE DEFENSES**

1. The APA’s claims, as set forth in its Counterclaims, fail to state facts sufficient to constitute causes of action against USAPA.
2. The APA’s claims are barred in whole or in part because the APA has unclean hands.
3. The APA’s claims are barred in whole or in part because the APA is estopped from asserting its claims by its own conduct.
4. The APA’s claims are barred in whole or in part in that they are not ripe for adjudication.

**DEMAND FOR JUDGMENT**

WHEREFORE, USAPA respectfully requests that the Court:

- (a) Dismiss the Counterclaims with prejudice;
- (b) Award USAPA its costs and attorneys’ fees; and
- (c) Grant such other and further relief as it deems just and proper.

Dated: April 11, 2014.

Respectfully submitted,

/s/ William R. Wilder  
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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing was served on counsel for the Defendants via the Court's Electronic Case Filing System on April 11, 2014.

/s/William R. Wilder

William R. Wilder