

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 US AIRWAYS, INC.’S AND AMERICAN AIRLINES, INC.’S COUNTERCLAIMS

Plaintiff US AIRLINE PILOTS ASSOCIATION (hereinafter “USAPA”), respectfully answers the counterclaims of US Airways Inc. (“US Airways”) and American Airlines Inc.(“American”) (collectively, the “Company”) as follows:

1. USAPA denies the allegations in paragraph 1.
2. To the extent paragraph 2 makes assertions of law, no response is required. To the extent it makes assertions of fact, USAPA denies the allegations.
3. To the extent paragraph 3 makes assertions of law, no response is required. To the extent it makes assertions of fact, USAPA denies the allegations.
4. USAPA denies the allegations of paragraph 4.
5. USAPA admits the allegations in paragraph 5.

6. USAPA admits the allegations in paragraph 6.
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, except denies the allegations concerning the nature of the counterclaims.
12. USAPA admits the allegations in paragraph 12.
13. USAPA lacks knowledge or information sufficient to form a belief as to the truth of the allegations as to when US Airways and American agreed to merge as alleged in paragraph 13, but admits it entered into the MOU with US Airways, American, and the APA in anticipation of the merger.
14. Paragraph 14 requires no response.
15. USAPA admits the allegation in paragraph 15 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 15..
16. USAPA denies the allegations in paragraph 16, except admits it quotes from the cited decision in *Addington v. USAPA*, Case No. 2:13-cv-00471-ROS.
17. USAPA denies the allegations in paragraph 17, but admits the MOU contains provisions that were beneficial to the pre-merger American and US Airways pilots.

18. USAPA lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18.

19. USAPA denies the allegations in paragraph 19, but admits the District of Arizona granted US Airways' motion to intervene in *Addington v. USAPA*, Case No. 2:13-cv-00471-ROS.

20. USAPA admits that paragraph 20 quotes a portion of paragraph 10(a) of the MOU, but denies the other allegations in the paragraph.

21. Paragraph 21 requires no response as it quotes paragraph 10 of the MOU, which is annexed as Ex. A to the Company's Answer and Counterclaims.

22. Paragraph 22 requires no response as it quotes part of the McCaskill-Bond statute.

23. USAPA admits the allegations in paragraph 23.

24. Paragraph 24 requires no response as it quotes Section 3 of the Allegheny-Mohawk LPPs.

25. Paragraph 25 requires no response as it quotes Section 13 of the Allegheny-Mohawk LPPs.

26. USAPA admits the allegations in paragraph 26.

27. USAPA denies the allegations in paragraph 27 except it admits the MOU provided the parties would negotiate a seniority integration protocol agreement within 30 days of the Effective Date.

28. USAPA admits the allegations in paragraph 28, but avers the first deadline for the Protocol Agreement was extended at the request of the APA.

29. USAPA denies the allegations in paragraph 29, but admits that the parties were unable to agree on a seniority integration protocol agreement.

30. USAPA denies the allegations in paragraph 30, but admits that no negotiations on a merged seniority list occurred between the parties and no agreement on a merged seniority list was reached by March 9, 2014.

31. USAPA denies the allegations in paragraph 31.

32. USAPA admits that on February 19, 2014 the Company 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 32.

33. 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 as permitted by the McCaskill-Bond Amendment.

34. USAPA admits that the APA responded on March 5, 2014 to the Company's February 19, 2014 proposal but denies the other allegations in paragraph 34.

35. USAPA admits the allegation in paragraph 35.

36. USAPA admits that it did not respond to the APA's March 5, 2014 proposal for selection of arbitrators because USAPA invoked the provisions of Section 13(a) of the Allegheny-Mohawk LPPs on February 20, 2014 as permitted by the McCaskill-Bond Amendment.

37. USAPA denies the allegations in paragraph 37, but admits that on February 20, 2014 it filed a request with the National Mediation Board ("NMB") for a list of seven arbitrators pursuant to Section 13(a) of the Allegheny-Mohawk LPPs as permitted by the McCaskill-Bond Amendment.

38. USAPA admits the allegations in paragraph 38.

39. USAPA denies the allegations in paragraph 39, but admits the Company and APA filed grievances concerning paragraph 10 of the MOU.

40. USAPA denies the allegations in paragraph 40, 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 . . .”.

41. Paragraph 41 requires no response as it quotes part of paragraph 27 of the MOU.

42. USAPA denies the allegations in paragraph 42, but admits that the APA filed an application with the NMB for investigation as to the existence of a single transportation system between American Airlines and US Airways on January 15, 2014.

43. USAPA denies the allegations in paragraph 43, except admits the instant action was commenced on February 27, 2014.

44. Paragraph 44 requires no response, but USAPA re-answers and incorporates by reference the responses to paragraphs 1-43 of this Answer as permitted by Fed. R. Civ. P. 10(c).

45. USAPA denies the allegations in paragraph 45, except admits that it quotes a portion of the McCaskill-Bond statute.

46. USAPA denies the allegations in paragraph 46.

47. USAPA denies the allegations in paragraph 47.

48. USAPA denies the allegations in paragraph 48.

49. USAPA denies the allegations in paragraph 49.

50. USAPA denies the allegations in paragraph 50.

51. Paragraph 51 requires no response as it quotes 28 U.S.C. § 2201.

52. USAPA denies the allegations in paragraph 52.

53. To the extent paragraph 53 makes assertions of law, no response is required. To the extent it makes assertions of fact, USAPA denies the allegations.

54. Paragraph 54 requires no response, but USAPA re-answers and incorporates by reference the responses to paragraphs 1-53 of this Answer as permitted by Fed. R. Civ. P. 10(c).

55. To the extent paragraph 55 makes assertions of law, no response is required. To the extent it makes assertions of fact, USAPA denies the allegations.

56. USAPA denies the allegations of paragraph 56, except admits that it refers to and quotes a portion of the McCaskill-Bond statute.

57. USAPA denies the allegations in paragraph 57.

58. USAPA denies the allegations in paragraph 58.

59. USAPA denies the allegations in paragraph 59.

60. USAPA denies the allegations in paragraph 60.

61. USAPA denies the allegations in paragraph 61.

62. Paragraph 62 requires no response as it quotes 28 U.S.C. § 2201.

63. USAPA denies the allegations in paragraph 63.

64. To the extent paragraph 64 makes assertions of law, no response is required. To the extent it makes assertions of fact, USAPA denies the allegations.

65. Paragraph 65 requires no response, but USAPA re-answers and incorporates by reference the responses to paragraph 1-64 of this Answer as permitted by Fed. R. Civ. P. 10(c).

66. Paragraph 66 requires no response, as it quotes from Section 2, First, of the Railway Labor Act (“RLA”), 45 U.S.C. § 152 (First).

67. USAPA admits the allegations in paragraph 67.

68. USAPA denies the allegations in paragraph 68.

69. USAPA denies the allegations in paragraph 69.

70. USAPA denies the allegations in paragraph 70.

THE COMPANY'S PRAYER FOR RELIEF

To the extent that any response is required to the Company's Prayer for Relief, USAPA denies that the Company is entitled to any of the relief sought.

USAPA'S AFFIRMATIVE DEFENSES

1. The Company's claims, as set forth in its Counterclaims, fail to state facts sufficient to constitute causes of action against USAPA.
2. The Company's claims are barred in whole or in part because the Company has unclean hands.
3. The Company's claims are barred in whole or in part because the Company is estopped from asserting its claims by its own conduct.
4. The Company's claims are barred in whole or in part by the doctrines of claim preclusion and/or issue preclusion.

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 1 , 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