

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF ARIZONA
3 CASE NO. : CV-13-00471-PHX-ROS

3

4 _____)
5 Don Addington; et al.,)
6 Plaintiffs,)
7 vs.)
8 US Airline Pilots Ass'n, et al.,)
9 Defendants.)
9 _____)

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12 DEPOSITION OF DEAN A. COLELLO
13 (Taken by Plaintiffs)
14 Charlotte, North Carolina
15 Friday, September 20, 2013

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25 Reported in Stenotype by
 V. Dario Stanziola, CSR (N.J.), RPR, CRR

1 APPEARANCES

2 ON BEHALF OF THE PLAINTIFFS:

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13 Also Present:

14 BRIAN STOCKDELL
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17
18
19 DEPOSITION OF DEAN A. COLELLO, a witness
20 called on behalf of the Plaintiffs, before V. Dario
21 Stanziola, CSR (N.J.), RPR, CRR, Notary Public, in
22 and for the State of North Carolina, held at the
23 offices of Huseby, Inc., 1230 West Morehead Street,
24 Suite 104, Charlotte, North Carolina, on Friday,
25 September 20, 2013, commencing at 8:23 a.m.

1 INDEX OF EXAMINATIONS

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3 By Mr. Harper PAGE 4

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5 INDEX OF EXHIBITS

6 NUMBER EXHIBIT MARKED

7 Exhibit Number 1107: Document entitled 24
8 Negotiating Committee Update BPR Meeting
9 June 7, 2012, Bates USAPA 305406 - 430

9 Exhibit Number 1108: E-mail string with 29
10 the top form Chip Munn dated 9/5/12,
11 Bates USAPA 220930 - 932

11 Exhibit Number 1109: Document entitled 33
12 Negotiating Committee Update Domicile
13 Roadshow July 2012, Bates WP020417 - 464

13 Exhibit Number 1110: Document entitled 34
14 Negotiating Committee Update BPR Meeting
15 21 August 2012, Bates WP020504 - 543

15 Exhibit Number 1111: US Airline Pilots 40
16 Association USAPA Update - MOU Withdrawn
17 dated 9/1/12, Bates WP020604

17 Exhibit Number 1112: USAPA Term Sheet 45
18 and Memorandum of Understanding
19 Questions and Answers September/October
20 2012, Bates USAPA 238103 - 130

19 Exhibit Number 1113: E-mail string with 74
20 the top from Roland P. Wilder dated
21 12/14/12, Bates WP020811 - 812

21 Exhibit Number 1114: E-mail document 82
22 from Dean Colello dated 12/13/12, Bates
23 USAPA 278560 - 571

23

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25

1 DEAN A. COLELLO,
2 having first been duly sworn, was examined and
3 testified as follows:

4 EXAMINATION

5 BY MR. HARPER:

6 Q. Dean, you know that we represent the West
7 pilot class in the action that's pending in City of
8 Phoenix?

9 A. Yes.

10 Q. We're here to have a deposition today about
11 that litigation.

12 You understand that?

13 A. Yes.

14 Q. You had your deposition taken before?

15 A. No.

16 Q. Okay. I assume you understand the process
17 we're going to go through, question and answer,
18 right?

19 A. Yes.

20 Q. Try not to talk over each other so that we
21 don't have a jumbled record. Is that okay?

22 A. Yes.

23 Q. You have to answer audibly to each of the
24 questions that I present to you, okay?

25 A. Sure.

1 Q. And if you don't understand a question as
2 we go through the deposition, just let me know, and
3 I'll either have it read back or I'll rephrase it for
4 you, okay?

5 A. Okay.

6 Q. My practice is to take a break at about
7 every hour or so. But if you want to take a break
8 before that, that's fine. And my only request to you
9 is that if there's a question pending before you take
10 a break, that I'd like an answer to it before the
11 break is taken, okay?

12 A. I understand, yes.

13 Q. State your full name for the record,
14 please.

15 A. Dean A. Colello.

16 Q. And where do you currently reside?

17 A. In Mount Horeb, Wisconsin.

18 Q. And are you a pilot at US Airways?

19 A. Yes.

20 Q. And what position do you hold?

21 A. I'm a first officer on a 767, 757.

22 Q. And how long have you worked for US
23 Airways?

24 A. Little over 25 years.

25 Q. Have you ever been on furlough?

1 A. Yes.

2 Q. How many times and over what period of
3 time?

4 A. Once from June of '03, I went to the Mid
5 Atlantic division of US Airways until March of '06
6 when I came back to mainland.

7 Q. I'm sorry. Where were you from June of '03
8 to March of '06?

9 A. The Mid Atlantic division of US Airways.

10 Q. What type of airline was that, regional?

11 A. It was -- it was the -- it was division
12 of US Airways that we flew the Embraer Air 170.

13 Q. At the time of -- then at the time of the
14 merger between America West and US Airways you were
15 on furlough; is that correct?

16 A. Yes.

17 Q. And at the time that the Nicolau award came
18 out, you were not on furlough anymore or were you?

19 A. No, I was -- I was -- I came back to
20 mainline in March of '06 and word came out in May
21 of '07.

22 Q. So you were flying at US Airways when the
23 Nicolau came out in '07?

24 A. Yes.

25 Q. And just so that we understand, I

1 understand when the Nicolau award came out, you were
2 the first pilot below O'Dell from the West side; is
3 that correct, on the list?

4 A. Yes, I was the most senior furloughed
5 pilot. So I was placed behind the bottom West
6 pilot.

7 Q. What position, if any, do you currently
8 hold at USAPA?

9 A. The chairman of the Negotiating Advisory
10 Committee.

11 Q. And I understand you've held that position
12 since approximately mid 2012?

13 A. Yes, I've been on the committee since the
14 formation of USAPA, but the chairman position since
15 July of '12.

16 Q. Okay. So formation of USAPA, at least it
17 was the exclusive bargaining representative for the
18 pilots of US Airways beginning in April of 2008,
19 correct?

20 A. Yes.

21 Q. Okay. And you've been on the negotiating
22 committee ever since then?

23 A. Yes. And I was also on it under --
24 during the JNC process with ALPA.

25 Q. Okay. Joint Negotiating Committee at ALPA;

1 is that correct?

2 A. Yes.

3 Q. Okay. And what period of time were you on
4 that committee at ALPA?

5 A. From May '06 until ALPA went away, which
6 was April of '08.

7 Q. So you were on that committee when the East
8 pilots decided not to come back to the bargaining
9 table in August of '07?

10 A. Yes.

11 Q. And you were aware at that point in time
12 that there was a proposal from a US Airways that
13 we've come to refer to as the Kirby proposal?

14 A. Yes, that was presented in May of '07.

15 Q. Right.

16 And if you know, because of your
17 negotiating positions, how long did the company
18 maintain its proposal known as the Kirby proposal as
19 its bargaining position with respect to the US
20 Airways pilots?

21 A. Well, once -- I mean, they -- they made
22 the Kirby proposal on May of '07, I think it was
23 like the 8th or the 9th or something like that.
24 And they were told by the committee, the joint
25 committee made up of both East and West pilots,

1 that it was a non starter.

2 And basically we, as a committee, were
3 not considering that as a proposal nor were the two
4 MECs considering it as a proposal. There were
5 negotiations continued after they presented that on
6 open items up until, as you mentioned, until I
7 believe it was August of '07.

8 And there was one more negotiated session
9 after that in September '07 that was just attended
10 by the company and West pilots. And then after
11 that there were no more negotiations. And when the
12 USAPA took over and we started negotiations with
13 the company, the company did not start with the
14 Kirby proposal. So it's the Kirby proposal itself
15 was never a topic of conversation during the --
16 during the USAPA negotiations.

17 Q. Well, we saw a document from August of '11
18 yesterday from the negotiating committee's
19 presentation to the BPR that has a update on
20 negotiations and there are slides in there, maybe two
21 dozen slides prepared by the negotiating committee.
22 Do you remember that presentation?

23 A. We've given a lot of presentations to the
24 board, so...

25 Q. It's pretty sad that I can remember them

1 all.

2 MR. HARPER: What number is it?

3 MR. de VICQ: I don't know the number on
4 here.

5 MS. AXEL: It's 1089.

6 MR. HARPER: Huh?

7 MS. AXEL: 1089.

8 Q. Let me show you -- you can look at the
9 original.

10 A. Is there a particular spot you're
11 referring me to?

12 Q. Yeah. Let me -- unless you want to look at
13 it all. The title of the document is BPR Meeting 067
14 August 25, 2011. And if you go right in here where
15 you have negotiating committee update BPR meeting, 26
16 August 2011, I assume that John Owens did that
17 because of the date.

18 A. No, actually I did it.

19 Q. You did it?

20 Okay. But this is -- am I correct in
21 understanding this is a presentation that the
22 negotiating committee submitted to the BPR in August
23 of 2011, correct?

24 A. Yes.

25 Q. And maybe you can explain, then, if you go

1 to slides --

2 A. Slide 11?

3 Q. I think so. I thought it was. Yeah, slide
4 11. Pace of negotiation, it's not a question of
5 being ineffective, rather if it's not Kirby, they are
6 not interested. Can you explain that slide?

7 A. Well, they -- in regards to pay, whenever
8 we'd mentioned pay and we -- because we presented
9 them with a pay proposal in the early parts of
10 negotiations. I don't remember exactly when it
11 was. But it was in the latter part of 2008. And
12 we would continue to ask them for their response to
13 that pay proposal. And they'd say, well, it's the
14 same rates that were in the Kirby proposal.

15 So that portion of it, the pay rates is
16 the only -- is they said yes, it's -- you know, our
17 response is a Kirby proposal. So that's what that
18 is referring to. The entire Kirby proposal was
19 not -- because there were sections in the Kirby
20 proposal that we were negotiating that were -- that
21 were their position in negotiations with USAPA were
22 different than their position than the,
23 quote/unquote, Kirby proposal. So I wouldn't -- in
24 my view, the Kirby proposal in -- in total was not
25 their position.

1 Q. But on pay issues and other compensation
2 issues, the company clear through the negotiations
3 with USAPA stuck to the Kirby proposal; is that
4 correct?

5 A. They never really gave us a -- they never
6 gave us a written response. They just said, you
7 know, the Kirby, the Kirby rates.

8 Q. Flip to chart 12.

9 So you're telling the BPR and not you
10 necessarily, but the negotiating committee, company
11 refuses to move off the Kirby proposal from four-plus
12 years ago?

13 A. Um-hum.

14 Q. So that's the presentation you made to the
15 BPR?

16 A. Yes.

17 Q. And go to slide 24. You're telling the BPR
18 we can have a contract tomorrow, scope, Kirby;
19 compensation, Kirby --

20 A. Right.

21 Q. -- vacation, Kirby; scheduling, Kirby;
22 long-term disability LTD, Kirby; retirement, Kirby?

23 A. Right.

24 Q. So that was --

25 A. If we would have gone to them and thrown

1 up our hands, say, okay, we give up, we'll sign the
2 Kirby, of course they would have taken it. But
3 they -- they made -- we had vacation discussions
4 which were different than Kirby. We had scheduling
5 discussions which were different than Kirby. They
6 agreed to some areas in here that were different
7 than the Kirby proposal. In LTD, they had agreed
8 to areas that were different in the Kirby proposal.

9 So we were just saying that if we wanted
10 to just -- if we were frustrated with the pace of
11 negotiations, if we just wanted to give up, we
12 could give up and say, okay, Scott, we'll sign
13 that, you know, from May '07, which, like I say,
14 even back then, nobody wanted that. And this is
15 just an illustration of how we were just kind of
16 telling the BPR that, look, if you guys want a
17 deal, we can get a deal, but it's going to be a bad
18 deal.

19 Q. You couldn't have gone back to Kirby,
20 pretend like I'm Kirby, and said, okay, Scott, we'll
21 take scope, compensation, vacation, scheduling,
22 long-term disability and retirement just like you
23 want, and that was still on the table for you to
24 accept, you being USAPA, if you wanted?

25 A. Those areas were not on the table, per

1 se, as far as items we had been discussing because
2 we have had this -- we had discussions on these
3 items and in the discussions the company was not
4 saying here, here's our Kirby proposal in 2007.
5 They were engaging with us in those discussions and
6 they were not presenting us with the Kirby
7 proposal. They were presenting us with -- with
8 improvements, changes to what the Kirby proposal
9 was.

10 Like I say, if we wanted to go backwards,
11 we could have gone backwards and said okay, we'll
12 take Kirby, but we would have been unraveling some
13 of the -- some of the gains we made in our
14 negotiations.

15 Q. Okay. As I understand it, USAPA presented
16 a proposal, bargaining proposal to Airways in
17 November of 2011; is that correct, approximately?

18 A. We were -- are we done with this?

19 Q. Yeah.

20 A. We were tasked by the board to present
21 the comprehensive proposal to the company. We as a
22 committee didn't think it was the right time to do
23 that. But the board directed us to present a
24 comprehensive proposal to the company. And so we
25 did make a comprehensive proposal to the company.

1 Q. And if you go to Exhibit 1015, which is in
2 this stack here. This is going to be about 15
3 documents down.

4 Do you have that in front of you?

5 A. Yes.

6 Q. Is that the comprehensive proposal you and
7 I just talked about? And take a moment to look at
8 it.

9 A. Yes, I believe this is it.

10 Q. And you actually made this -- gave this
11 proposal to Airways in negotiations?

12 A. Yes, we did.

13 Q. At that point in time were you operating
14 under the auspices of the NMB or not?

15 A. Yes.

16 Q. You were?

17 A. Yes, this was November 9th and 10th, I
18 believe this was in 2011.

19 Q. Yes, I think so.

20 A. Yes, we were working with the NMB at that
21 time.

22 Q. Why did the committee not think it was the
23 right to time to make that proposal?

24 A. We felt that there was still work to do
25 and -- we felt that there were too many open

1 sections to prevent a true comprehensive proposal.
2 There were too many -- too many areas that we still
3 needed to narrow down. Because generally when you
4 make a comprehensive proposal, you've kind of
5 narrowed the issues down to a few open sections.
6 And the committee and our professional adviser felt
7 that it was not the right time to do it, but we
8 were directed to do it.

9 Q. Do you know why the board directed you to
10 do it?

11 A. No, I don't.

12 Q. Well, you were there when they did it,
13 weren't you, they made the decision and had the
14 dialogue with the negotiating committee about doing
15 it?

16 A. Right. I can't -- I can't recall all the
17 dialogue, I just know that they directed us to do
18 it.

19 Q. If you look at Exhibit 1015, direct me to
20 the section that has rates of pay and stuff like that
21 in it. What section is that?

22 A. Well, section three. But -- and then the
23 pay rates. The pay rates were attached, but I
24 don't see them in this attachment.

25 Q. Oh, that's what I was looking for. So

1 there's an attachment to this --

2 A. If you look here in section three, the
3 bottom says pay rates attached. I don't see
4 where -- I don't see them in this document.

5 Q. Do you have a recollection as to whether or
6 not those pay rates were lower or higher than the
7 rates that are actually provided for in the MOU II?

8 A. I don't recall offhand. I would have to
9 look at them and see how they compare with MOU pay
10 rates.

11 Q. And as part of the proposal 1015, was the
12 intention in negotiations in any way for the
13 committee pursuant to the BPR instructions to
14 recapture some or all of the pay that had been lost,
15 so to speak, because the failure to have an updated
16 collective bargaining agreement during the '07, '8,
17 '9, '10 and '11 time period?

18 A. We had -- we had discussions with the
19 company over retroactive pay, yes.

20 Q. Yeah, And how much approximately was the
21 negotiating committee discussing with Airways as to
22 the retroactive pay?

23 A. I would have to look at the -- look at
24 the notes from that session. I don't recall. I
25 know it was in the hundreds of millions. But I

1 can't --

2 Q. I've seen stuff like either 600 or
3 \$700 million as the --

4 A. Um-hum.

5 Q. -- retroactive pay the negotiating
6 committee and perhaps the BPR wanted the committee to
7 try to --

8 A. Um-hum.

9 Q. -- recapture. Is that about right?

10 A. It -- it may be. Like I said, I can't --
11 can't recall exactly. I mean, I know it was in
12 the -- in the hundreds of millions, so that could
13 very well be true, I don't know.

14 Q. And in MOU II, none of that retroactive pay
15 was recaptured, was it?

16 A. We made numerous attempts to get
17 something, but in the end no, we did not get any
18 retroactive pay.

19 Q. Okay. And correct me if I'm wrong, the
20 only compensation outside of the pay rates that the
21 USAPA pilots got out of MOU II was that \$40
22 million -- if this all goes through and we play like
23 it might go through for the purpose of these
24 conversations.

25 A. Sure.

1 Q. Okay. The \$40 million lump-sum payment
2 that the company agreed to give to the USAPA pilots
3 sort of as a sign-up bonus?

4 A. The \$40 million, that actually, excuse
5 me, came out in MOU I --

6 Q. Right.

7 A. -- and it was a function of MOU I which
8 carried over to MOU II. But the -- there was a
9 signing bonus. I mean, it wasn't retroactive pay,
10 it wasn't anything other than -- than what it is, a
11 signing bonus or, you know, whatever you want to
12 call it. But there was a \$40 million lump-sum
13 payment.

14 Q. And that was talked about and tentatively
15 agreed to in MOU I and carried over to MOU II?

16 A. Correct.

17 Q. And then the other bit of compensation that
18 I understand the negotiating committee got in the
19 context of working towards MOU II was an agreement by
20 the company that the -- there would be retrospective
21 pay for the US Airways pilots back to the date of the
22 ratification of MO -- of the MOU -- February 8, 2013,
23 correct?

24 A. Correct.

25 Q. And that was discussed between the

1 negotiating committee and the Airways at those
2 sessions in Dallas in December of 2012, right?

3 A. Yes.

4 Q. Okay. And the other adjustments or -- or
5 item that was agreed to in negotiations in Dallas, as
6 I understand it, was a bridge for at least the West
7 pilots to maintain their short-term disability for
8 five years after the MOU went into effect?

9 A. No, there were -- there were a number of
10 things in there. One of them was the STD bridge.
11 Their continuation of the STD and that's for three
12 years.

13 Q. Three years?

14 A. Three years.

15 The five years we -- we did get since the
16 American contract has inferior life insurance
17 benefits, we did get an extension of the -- the
18 West life insurance and the East life insurance and
19 survivor benefit programs for five years.

20 Q. So you got -- those items were negotiated
21 and agreed to as part of the negotiations in Dallas
22 of 2000 -- in 2012, correct?

23 A. Yeah, among other things, those were
24 parts of the MOU.

25 Q. Well, what other things can you recall

1 getting in negotiations in Dallas for the USAPA
2 pilots?

3 A. You mean that we don't have today?

4 Q. Yeah. I mean --

5 A. Oh, increased pay, increase --

6 Q. Yeah, but you didn't negotiate that, that
7 was given to you as part of the package that you --

8 A. No, it wasn't given to us. I mean, we
9 had negotiations over it. I mean, basically we --
10 the starting point was what was in the -- the
11 American -- or rather the APA and US Airways CLA,
12 conditional labor agreement.

13 Q. And that's what was presented to you and
14 that's what ultimately you agreed to?

15 A. No, we agreed to higher than that.

16 Q. How much higher?

17 A. It was based on -- the decision was made
18 jointly with us and APA about using the '87 --
19 basically initially there was the conditional labor
20 agreement that APA and US agreed to in April of
21 2012.

22 Q. Right. Okay.

23 A. Okay. And that had pay rates in it. And
24 those pay rates were inferior to the ones that we
25 agreed to. And the American pilots had agreed

1 to -- had come to an agreement with the company on
2 their last best final offer. There was one that
3 was in June of '12 that was soundly defeated by
4 their pilots and they were directed by the
5 bankruptcy judge to go back to the table.

6 They went back to the table, they came up
7 with another agreement which was -- was referred to
8 as LBFO, last best final offer number two, and that
9 was accepted by the pilots, the American pilots,
10 and I believe it was in November of 2012. And in
11 that one they had made some concessions to their
12 current contract and there are some differences in
13 that versus the CLA.

14 And, in essence, there was about an
15 \$87 million -- there was actually a \$75 million
16 difference between that agreement and what the
17 CLA -- there was additional \$75 million in
18 concessions. So it was decided jointly by us and
19 the APA guys that in Dallas that rather than
20 working off the CLA, we'd work off their last best
21 final offer, make the \$75 million improvements,
22 plus one of the concessions made in the -- for the
23 CLA was profit sharing and that added \$12 million.
24 So basically it was an average of \$87 million per
25 year in credits to the APA pilots.

1 Q. Yeah, so it was just up to the pilots to
2 decide how to spend that money in those negotiations
3 as long as it didn't exceed the cap, right?

4 A. Right. And there was -- there was --
5 there was joint discussions on how to -- how to
6 allocate, how to put that towards pay, to put it
7 towards per diem, to put it towards retirement.
8 And so that's where you ended up with the rates
9 that were in the MOU.

10 Q. Yeah, and that was just discussions between
11 the two pilot unions, right?

12 A. Yes.

13 Q. Because the company had already set the cap
14 and didn't care how the pilots split -- for the most
15 part, didn't care how the pilots split up --

16 A. No, there was -- there was valuation
17 discussions.

18 Q. Yeah, to make sure that it didn't exceed
19 the cap, right?

20 Pardon me? Yes?

21 A. Yes.

22 Q. Okay. Dean, let me just tell you what I
23 want to try to do today is just to fill in some of
24 the documentation that I haven't been able to have
25 somebody identify yet. So some of this stuff will be

1 documentation that came out during 2012. And then
2 after we get done with that, I kind of want to move
3 to December of 2012. So I'll tell you when we're
4 moving from one category to the other. But right now
5 we're just talking -- I'd just like to talk about
6 some of the materials that were presented in 2012.

7 (Exhibit Number 1107: Document entitled
8 Negotiating Committee Update BPR Meeting June
9 7, 2012, Bates USAPA 305406 - 430 marked for
10 identification, as of this date.)

11 Q. I'm going to show you what we've had marked
12 as Exhibit 1107.

13 A. Okay.

14 Q. On the front page anyway, it's negotiating
15 committee update BPR meeting June -- 7 June 2012.

16 A. Okay.

17 Q. Can you identify this document for us,
18 Dean?

19 A. It appears that it was a presentation the
20 committee made to the BPR at their meeting.

21 Q. And if you flip to the next page, and it
22 may be page two, recent activities with APA.

23 A. Yes.

24 Q. Can you kind of walk through those for us
25 so that we understand why you started here with

1 April 26th and what happened between April 26th and
2 June 7th?

3 A. Okay. We -- we were as surprised as
4 everybody was with the announcement that the
5 agreement between APA and US Airways. And we found
6 out about that.

7 Q. You mean the conditional labor agreement?

8 A. Yeah, the conditional labor agreement.

9 And once we got a copy of the CLA, at the
10 time Paul and I were the only ones on the
11 committee.

12 Q. Paul DiOrio?

13 A. Paul DiOrio, who was the chairman of the
14 committee at the time. And we reviewed that
15 document and said that, you know, there are a lot
16 of areas in that document we didn't quite
17 understand. So we wanted to get together with
18 the -- with the negotiating committee at APA. So
19 there was a meeting in New York, it was more just a
20 hi, how you doing type meeting with the officers
21 and the negotiating committee. So we met with them
22 in New York just for an afternoon. And then --

23 Q. That's the April 26th entry?

24 A. Yes.

25 Q. Okay.

1 A. And then at that meeting we decided that
2 we would get together with them. So we went the
3 first week there on the first few days in May, we
4 went down to the APA headquarters, Ken, Paul and I
5 and John Owens accompanied us on that. We sat down
6 with APA and we had a list of questions that we had
7 that when Paul and I went to the CLA that we had --
8 so we had a list of questions that we asked APA
9 about the document to get clarifications. And
10 that's what we did in that first meeting.

11 And then in the 7 to 10 May, the company,
12 US Airways management, was coming to Dallas to meet
13 with APA to continue discussions because the CLA
14 was very basic, there were a lot of things that
15 needed further discussion, and they were coming
16 into -- to talk to APA. So we went down there with
17 the committee. And at that time the committee had
18 been beefed up to a total of four members. And
19 there were Paul and I and, you know, two West
20 members on it, Mark Burdick and Lee Fife were on
21 the committee at that time. And so we were all
22 on --

23 Q. Didn't Johan -- didn't Johan go to that
24 meeting or not?

25 A. The one in?

1 MR. de VICQ: The first one in Dallas,
2 yeah.

3 Q. Dallas?

4 A. The -- the negotiation session?

5 MR. de VICQ: No, the meeting, the first
6 one, the two-day thing. John Owens and I were
7 there and Mark King and Pat O'Neil.

8 A. Okay. But in the meeting with the
9 negotiating committee it was --

10 Q. Which is 7/10 May?

11 A. No, the 1 to 3 May meeting with the
12 negotiating committee, I don't recall Johan being
13 at that session with the negotiating committee.
14 The 7 to 10 May we had -- we actually sat down at
15 the table with US Airways management along with the
16 APA guys and had some discussions on some items,
17 that's what the 7 to 10 May meeting was.

18 And then we had plans to go out to
19 Phoenix a couple weeks later to discuss some
20 vacation and scheduling issues. So we went down to
21 Dallas the week after, so that 14, 15 May to work
22 with the APA guys to develop a position for the
23 meeting in Phoenix. And then the 21 to 24 May was
24 the negotiation session we had with APA and US
25 Airways management in Phoenix.

1 Q. In that meeting 21, 24 May, what was the
2 objective of the negotiating committee, what were you
3 attempting to accomplish?

4 A. Well, the APA pilots did not have a lot
5 of knowledge about our contract, okay? And so we
6 were attempting -- and we didn't have a lot of
7 knowledge of their contract. And the discussions
8 in Phoenix, then, if I recall correctly, there were
9 discussions on vacation and I believe possibly
10 sick. I'd have to check to be sure. But I know
11 definitely we discussed vacation.

12 And so we were discussing how our
13 vacation works and how APA vacation works and
14 together with US Airways management to say why
15 agree to one thing and then have to do it all over
16 again in the JCBA process. So we're trying to make
17 some -- a common presentation there with
18 management.

19 Q. Is it correct to perhaps say that what you
20 were doing in that session was trying to coordinate
21 the various sections out of the APA and the USAPA
22 contract with management of Airways?

23 A. I wouldn't say we're coordinated. We're
24 negotiating to come up with a final position.

25 Q. Okay.

1 A. That would end up -- if the merger did
2 eventually be completed, that that would be what
3 would be in the final contract.

4 Q. Okay, okay.

5 A. And then we just had some conference call
6 meetings after that. And the first of June one I
7 believe was discussing scheduling items.

8 Q. Okay.

9 (Exhibit Number 1108: E-mail string with
10 the top form Chip Munn dated 9/5/12, Bates
11 USAPA 220930 - 932 marked for identification,
12 as of this date.)

13 Q. Let me show you what I've had marked as
14 Exhibit 1108. I don't know if you remember seeing
15 this or not, but it's -- it's an e-mail from Chip
16 Munn.

17 A. Okay.

18 Q. Who's Chip Munn?

19 A. He's an Airbus captain, I believe he's
20 based in Charlotte.

21 Q. And Joe Stein?

22 A. He's a BP -- he's a member of the BPR.
23 He's a representative from Washington base.

24 Q. I guess what I'm wondering about, what
25 happened between June 1 and September 5, then, with

1 the negotiating committee and its discussions that we
2 were just talking about? How did things move forward
3 from then to September 5?

4 A. Oh, so September 5 is the date of this.
5 I was wondering where September 5 came from.

6 Q. Yeah, yeah.

7 A. In regards to --

8 Q. Any negotiations, movement.

9 A. Are you talking about with APA, with the
10 company?

11 Q. Well, I don't know. See, I wasn't there.
12 I mean, I do understand that MOU I was presented to
13 the BPR in August of 2012, correct? So how do you
14 get from June 1, on the update we just were talking
15 about, to the presentation of the MOU in August of
16 2012? Maybe --

17 A. Okay. Is there --

18 Q. -- maybe 1108 doesn't have anything to do
19 with it.

20 A. Well, let me -- I mean, I can give you
21 the chronology of what happened, but is it in
22 reference to something written in here?

23 Q. See if you go down to the last full
24 paragraph in the first page of 1108, separately the
25 MOU would have provided us with stronger -- so I see

1 the reference to MOU. What is the reference to MOU?
2 What MOU are we talking about?

3 A. Okay.

4 Q. Or is this after?

5 A. The chronology of what happened was we --
6 as we just discussed, we had a meeting with APA,
7 okay? We also had a meeting in the first week in
8 June with APA to -- to discuss scheduling items,
9 okay? And shortly after that is when APA -- our
10 interaction with APA basically stopped mainly due
11 to the fact that they were too busy negotiating
12 their own agreement. Because after the CLA came
13 out, you know, their management realized that they
14 have to counter this.

15 So they were negotiating what turned out
16 to be the LBFO, last best final offer. And so they
17 were heavily involved in that, so they didn't have
18 time to meet with us to discuss anything.

19 So they were involved in that pretty much
20 all through the summer. Through the LBFO 1 when it
21 got turned down and then they got involved in
22 negotiations for their second LBFO.

23 In June there was -- in June there was
24 discussions saying that how do we -- how do we
25 protect the interests of the US Airways pilots?

1 Because we weren't -- we weren't a party to the CLA
2 and, you know, so are we just going to get, you
3 know -- are we just going to be at the mercy of
4 what US and APA decide to do?

5 And so obviously that was not something
6 we wanted. So it was decided that we had to have
7 something to try and memorialize some of these
8 things and to get some things for the US Airways
9 pilots written down just like the American pilots
10 had.

11 So there were some initial discussions on
12 a more lawyer-to-lawyer basis with Roland Wilder
13 and I believe it was Steve Johnson at US Airways,
14 about what it was that we were looking for. And
15 those discussions kind of morphed into the written
16 document, the MOU.

17 MOU discussions started in mid -- mid
18 July and they were more on a exchange of documents
19 as opposed to face-to-face. And then we sat down
20 on a face-to-face basis for MOU I through like the
21 last week of July, first week into August and
22 throughout August culminating in a tentative
23 agreement, which I believe was the 20th of August,
24 around that time frame.

25 Q. And then let's -- maybe we can just walk

1 through. So in between then, the things we've just
2 been talking about, keep 1108 in front of you, the
3 committee made several other update presentations to
4 the BPR, correct?

5 A. Yes.

6 Q. Okay. Let me just fill in a few gaps here,
7 then let me move on.

8 (Exhibit Number 1109: Document entitled
9 Negotiating Committee Update Domicile Roadshow
10 July 2012, Bates WP020417 - 464 marked for
11 identification, as of this date.)

12 Q. Show you what I've had marked as Exhibit
13 Number 1109, and take a look at it and see if you can
14 identify that for me.

15 A. We --

16 Q. Can you identify the document?

17 A. Oh, this -- this is a presentation. We
18 went through all the domiciles to brief the pilots
19 and essentially what the -- what the CLA had in it,
20 you know, the good points, the bad points in it.
21 And we had -- we had charts made up that we had on
22 easels. And this presentation we had on a running
23 loop displayed on a screen.

24 Q. So this is just a presentation based upon
25 the contents of the Conditional Labor Agreement that

1 had in April been agreed to between APA and US
2 Airways?

3 A. This was -- this was our analysis of that
4 and some of the concerns we had with the CLA.

5 Q. Yeah. But Exhibit 1109 does not reflect
6 issues or matters that had been negotiated by the
7 negotiating committee with US Airways?

8 A. I would have to look through this to see
9 if that's, in fact, the correct statement. I mean,
10 that's a pretty all-encompassing statement, Marty.
11 So I don't know if it's -- if there was anything in
12 here that -- that we had -- had agreed to with the
13 company. So I don't -- but my recollection is that
14 this was just pretty much a synopsis of what -- of
15 what the CLA did and didn't do for the US Airways
16 pilots.

17 Q. In July of 2012, when this presentation was
18 made to the US Airways pilots, were you the chairman
19 of the negotiating committee then?

20 A. No, not at this time.

21 Q. DiOrio was still the chairman?

22 A. Yes, Paul was still the chairman. This
23 was done earlier in the month.

24 Q. Okay.

25 (Exhibit Number 1110: Document entitled

1 Negotiating Committee Update BPR Meeting 21
2 August 2012, Bates WP020504 - 543 marked for
3 identification, as of this date.)

4 Q. Can you identify Exhibit 1110 for me,
5 please, Dean?

6 A. It appears it was our presentation of the
7 BPR on the 21st of August.

8 Q. Presenting the MOU I?

9 A. I would have to look through to see that.
10 I was -- if we came to a tentative agreement on the
11 20th, seemed to be that this would be a briefing on
12 that. But I'd have to take a look to be sure.

13 Q. Yeah, would you just take whatever time you
14 need to.

15 A. Okay.

16 Yes, appears this is the presentation we
17 gave to the BPR and pilots who attended the BPR
18 meeting as to the elements contained in MOU I.

19 Q. Okay. If you go to the page five, and it
20 is numbered in the top right-hand corner.

21 At the top it says tasking from BPR,
22 correct?

23 A. Yes.

24 Q. And then you have listed maybe up to a
25 dozen points under there, about?

1 A. Yes.

2 Q. Can you explain to me what this slide
3 reflects?

4 A. When the -- during the discussions,
5 remember when I said there was some initial
6 lawyer-to-lawyer talks about coming up with a
7 written document that would protect the US Airways
8 pilots, there were some BPR meetings and there were
9 items that the BPR wanted to make sure were
10 included in this document, whatever -- that
11 eventually became -- called the MOU. And these
12 were the items that the BPR decided were important
13 for us to try and get.

14 Q. Okay. And did the MOU I attain those
15 objectives in your opinion?

16 A. The -- it obtained the bulk of them. I
17 thought that -- is there a slide in here that
18 shows -- I know in one of our presentations we had
19 a slide that showed almost like a report -- yeah,
20 right here, if you look at slide 33, if you have
21 the color version.

22 Q. I do.

23 A. Okay. Slide 33 will have a green and
24 yellow --

25 Q. Green and yellow and red --

1 A. Right.

2 Q. -- and the one red is contribution to
3 retirement plan, that means it wasn't gotten, wasn't
4 obtained?

5 A. Correct, that was -- that we -- right.
6 That -- that element was not contained in the MOU.

7 Q. And the yellows are minimum fleet language
8 from transition agreement, protect wide body and
9 international flying, protect flying on replacement
10 aircraft. Those in the colored version are yellow.
11 What does the yellow reflect?

12 A. Well, we got -- we had some fleet
13 protections in this -- in MOU I. They were
14 different than what is in the transition agreement.
15 Currently today we have actual minimum fleet
16 utilization and minimum hours that the company has
17 to fly. Those things were not contained in MOU I.
18 But we did have a different form of protections in
19 MOU I. That's why we put it in a yellow thing. We
20 didn't get exactly what we have, but the
21 protections didn't go away totally. So that's why
22 we classified that as yellow.

23 Q. Okay. And then if you go to slide 35,
24 that's that \$40 million payment that you and I talked
25 about arising in MOU I, carrying over to MOU II?

1 A. Correct.

2 Q. If you go into our stack here, pick up
3 Exhibit 1006.

4 Can you identify that for me, Dean?

5 A. This appears to be the tentative
6 agreement on MOU I.

7 Q. And that was presented to the BPR on or
8 about August 20 or 21, 2012?

9 A. Yes.

10 Q. If I understand correctly, what happened --
11 what action did the BPR take when this was presented
12 to -- well, strike that. Let's start over.

13 Top 10 -- 1006, top right-hand corner,
14 tentative agreement August 20, 2012, two signatures,
15 one DAC. Is that for your signature?

16 A. Yes.

17 Q. And PDJ, is that Paul Jones?

18 A. Yes.

19 Q. From Airways?

20 A. Yes.

21 Q. Okay. So when this was presented to the
22 BPR, what action did the BPR take?

23 A. They were unhappy with this. They didn't
24 feel that we obtained the objectives that they set
25 out for us and so what the -- what the board

1 decided to do was they felt that the pilots
2 deserved a vote on it, so they voted to send -- the
3 BPR decided to send it out for a vote, but they did
4 not recommend -- did not recommend it.

5 Q. And it wasn't sent out to a vote by the
6 pilots?

7 A. It never got out -- it never got sent out
8 for a vote.

9 Q. And that's because the MOU was pulled or
10 something happened?

11 A. Well, what happened was shortly after
12 this the -- the BPR directed us to make
13 improvements in the -- in the MOU. And there were
14 four or five items that the BPR wanted us to get to
15 make improvements on it. And we traveled to
16 Dallas, I believe it was the week after this, and
17 were scheduled to meet with APA and US Airways
18 management to attempt to obtain some of these
19 changes the BPR wanted.

20 And at that point we got to Dallas, we
21 were supposed to meet with the company on Monday
22 afternoon and we got there. I went over to APA
23 headquarters about 11 o'clock that morning and
24 that's where we were informed by the company
25 representatives that they were in the process of

1 signing a nondisclosure agreement with American
2 Airlines and that they would no longer be able to
3 speak to us about the merger. And so we did not
4 have the opportunity to address the items that the
5 BPR talked about and so the -- the -- nothing was
6 done with the MOU from that point.

7 (Exhibit Number 1111: US Airline Pilots
8 Association USAPA Update - MOU Withdrawn dated
9 9/1/12, Bates WP020604 marked for
10 identification, as of this date.)

11 Q. 1111, Dean.

12 This looks like a communications from the
13 USAPA communications committee; is that correct?

14 A. It appears that way.

15 Q. Have you seen this before?

16 A. I'm sure I have.

17 Q. Communications committee is a committee
18 USAPA has, in part, for the purpose of making
19 communications to the USAPA pilots, correct?

20 A. Yes.

21 Q. Now, this document, excuse me, says in the
22 first paragraph -- well, the header is USAPA update,
23 dash, MOU withdrawn --

24 A. Um-hum.

25 Q. -- correct?

1 A. That's what this says, yes.

2 Q. US Airways legal counsel has informed our
3 professional negotiator, that would be Roland Wilder?

4 A. Yes.

5 Q. That in light of USAPA BPR's recommendation
6 that our pilots vote against the ratification of the
7 proposed MOU, that the MOU will not be presented to
8 the US Airways BOD, board of director, for approval,
9 period. The MOU is off the table.

10 Is that what the status was in -- on
11 September 1, 2012 or do you have a different take on
12 that?

13 A. Well, it was -- at that -- at that
14 juncture it was kind of a moot point whether it
15 was -- was withdrawn, whether it was off the table,
16 whether it was on the shelf. Because we
17 couldn't -- we couldn't discuss anything about it
18 with Airways and so there was no way to make any
19 changes to the MOU that we were directed to do by
20 the board. And so -- and since it was not going to
21 be presented to the US Airways board of directors,
22 what was the sense in voting on something that may
23 or may not exist coming out of the NDA.

24 Q. I'm just talking about the message. You
25 just told me when you got there, you were told,

1 committee was told that there was no discussions
2 because of the -- no further discussions because of
3 the nondisclosure agreement which had been signed
4 between American and US Airways, correct?

5 A. That's correct.

6 Q. Which to me is different than the message
7 being set forth here that the MOU is off the table.
8 But maybe I'm just --

9 A. When -- when we went to Dallas, when I
10 walked into the room and the company
11 representatives were there and Paul Jones, he told
12 us it looks like we may not be meeting this
13 afternoon because they're going to be signing this
14 NDA. If we sign the NDA, we can't talk to you. He
15 didn't say -- and by this time the board had
16 already made a decision, you know, not to recommend
17 it. He did not say, hey, we're not talking to you
18 because the MOU is off the table.

19 He did not tell me that the MOU is off
20 the table. He did not tell me that the MOU is
21 withdrawn. He did not say that it's on the shelf.
22 He just said we can't talk to you because the --
23 because of the NDA. They were willing to talk to
24 us about the MOU prior to the NDA because we had a
25 conversation -- I had a phone conversation with

1 Scott Kirby when the board made that, you know --
2 that board action and I told him the items that the
3 board directed us to work on. And he said okay,
4 we'll work on that in Dallas next week. He didn't
5 tell me in that conversation that the MOU is off
6 the table.

7 Q. Now you've confused me a little bit. The
8 BPR, did it send the MOU out for a ratification vote
9 or did it tell you guys to go back and renegotiate
10 further?

11 A. The board told us to fix certain items in
12 the MOU. And those were the items that I told
13 Scott that we had to fix, and he agreed to meet in
14 Dallas that next week, which was the week after the
15 BPR meeting.

16 Q. So go back to Exhibit 1111, this is telling
17 the pilots, US Airways legal counsel has informed our
18 professional negotiation --

19 A. Um-hum.

20 Q. -- that in light of the USAPA BPR's
21 recommendation that our pilots vote against the
22 ratification of the proposed MOU.

23 A. Yeah, so what's the -- what's the date on
24 this? This is September 1st.

25 Q. Right.

1 A. I'm talking about what happened on -- you
2 were asking what the BPR asked me to do. BPR asked
3 the committee to fix certain items.

4 Q. At the BPR meeting on August 21?

5 A. At the BP -- right. And that next week,
6 I mean, I can get a calendar out, but it was
7 probably like the 25th or something like that of
8 August, because it was the next Monday we went down
9 there after the BPR meeting with the intention to
10 fix these items. And these items -- and the
11 company was fully prepared to work on these items
12 and so this must have come out subsequent to the
13 NDA and the company telling us they can't talk to
14 us.

15 Q. Okay.

16 A. But even though the board made the
17 decision to not recommend it, I mean, Scott didn't
18 say okay, it's off of the table then. Because I
19 had a phone conversation with him at the BPR
20 meeting and he agreed to work on the items that the
21 board had a concern with. And it appears that
22 since this is September 1st, I don't know exactly
23 what date this was done and what -- I assume legal
24 counsel was Paul Jones, I'm not -- I don't know
25 what -- what date this conversation between Paul

1 Jones and Roland Wilder -- Roland Wilder happened.

2 Q. Well, just you're the head of the
3 negotiating committee, you've made a presentation to
4 the BPR August 21.

5 A. Um-hum.

6 Q. You've been talking to people about this.
7 Did the BPR recommend that the pilots vote against
8 the ratification?

9 A. The BPR recommended that the pilots --
10 the BPR did not recommend the MOU.

11 Q. Okay.

12 A. I don't recall what the -- if they say
13 vote against it or they say we don't recommend it,
14 I'm not sure exactly what their terminology was.

15 Q. We just have to look at the minutes --

16 A. Right. And see what the -- what the
17 resolution was.

18 Q. More likely than not, a lot of these
19 discussions occurred in closed session, I would
20 assume, right?

21 A. I'm not sure if that one did or not.

22 (Exhibit Number 1112: USAPA Term Sheet
23 and Memorandum of Understanding Questions and
24 Answers September/October 2012, Bates USAPA
25 238103 - 130 marked for identification, as of

1 this date.)

2 Q. Okay. Can you identify 1112 for me, Dean?

3 A. This appears to be the document that the
4 committee produced that is a synopsis of what
5 the -- the CLA or the -- you know, here CLA and
6 term sheet is almost kind of interchangeable. When
7 we say term sheet in this we're referring to the
8 APA, US, CLA. And so this is a synopsis of what
9 the -- what was contained in the term sheet and the
10 memorandum of understanding.

11 Q. Whose memorandum of understanding?

12 A. Now this is per MOU I.

13 Q. I'm confused now.

14 This is a presentation in the
15 September/October time period, correct?

16 A. Yes.

17 Q. After you have been told either that they
18 can't talk to you because of the NDA or --

19 A. Correct.

20 Q. -- a report by Jones to Wilder that the MOU
21 was off the table, either way, nothing is happening,
22 correct?

23 A. Well, what is happening at this point is
24 we are educating the pilots as to -- because what
25 was going to happen was when the NDA -- when we

1 exited this blackout period, if you want to call it
2 the blackout period of the NDA, a number of things
3 could have been happening. Maybe during the NDA
4 the airlines realize that, hey, this is not for us.
5 There's not going to be any merger, and then we're
6 going to go -- each are going to go their merry way
7 and this -- all this stuff that's in here is going
8 to be moot.

9 Or they could come out of the NDA, we
10 could pick up where we left off with modifying the
11 MOU or another option is we come out of the NDA and
12 then we work on the MOU jointly with APA. And
13 that's basically ended up what happened. So we
14 weren't going to sit around on our hands for a
15 couple months during the NDA, so we're educating
16 the pilots rather than waiting until the NDA ends
17 and then all of a sudden everything happens and
18 we're trying to do all this education while -- you
19 know, all in a short-time period.

20 Q. But you're educating the pilots on a MOU
21 that had been termed -- determined to be inadequate
22 by the BPR. Why is that?

23 A. Because the entire MOU is not inadequate.
24 There are some areas that the board wanted us to
25 fix. They sent us -- they sent us to Dallas to fix

1 like four or five items. Other than that, they
2 were satisfied with the MOU. There were certain
3 items they wanted us to fix. And they told us that
4 -- we went around the room and polled the pilot,
5 polled the BPR. They said, okay, if we go to
6 Dallas and we come back with A, B, C and D, are you
7 in support of it? And they all said yes.

8 So we were still under the impression
9 that the MOU was still going to be an option
10 unless -- unless the -- you know, the two companies
11 decided that the merger wasn't going to happen
12 after they came out of the NDA.

13 So we -- we felt it was prudent to
14 educate the pilots and the work we had done so far
15 for them to look at this and also was an
16 opportunity for the pilots, all the pilots, to look
17 at this and maybe there was some things the pilots
18 saw that the BPR didn't see that would be another
19 thing -- you know, maybe some other changes we want
20 to make if we got -- had the opportunity to fix the
21 MOU.

22 Q. Okay. Between the Exhibit 1112 and the
23 reactivation of discussions in Dallas on -- in
24 December 2012, were there any other presentations or
25 things like that made to the pilot groups to you?

1 A. We went to all the domiciles and gave
2 presentations. That was the one that I -- we had
3 done -- that other document we showed where I said
4 we had the running loop and stuff, that was prior
5 to the MOU. Then we went again in the
6 September/October time frame to all the domiciles
7 to basically brief them on what was in this
8 document and we handed out this document.

9 Q. 1112?

10 A. Right.

11 Q. This is the briefing document?

12 A. Well, this wasn't the briefing document.
13 We had a presentation that had a lot of these items
14 in it.

15 Q. Okay.

16 A. And this was also made available to the
17 pilots on the website.

18 Q. Can we take a short break and we'll
19 come back. I want to change into December at that
20 point.

21 A. Okay.

22 (A BRIEF RECESS WAS TAKEN.)

23 Q. Dean, before I move into the December time
24 period, let me go back and these negotiations that
25 you've been -- we've been talking about from mid July

1 up through the MOU I period, who was involved in
2 those negotiations on the USAPA side with you?

3 A. For the -- are you talking about just
4 MOU I or are you talking about from June through
5 like September 1?

6 Q. Well, I want to come up to the point in
7 time when the presentation was made and they told you
8 to go fix stuff.

9 A. Um-hum.

10 Q. Who, besides yourself, were involved in
11 those discussions, negotiations leading up to that
12 point in time?

13 A. So you're just talking about discussions
14 for MOU I?

15 Q. Yes, I don't want to jump into II yet.

16 A. No, but I mean you don't want to go back
17 to what I already talked about, like in May and
18 June time frame?

19 Q. Yeah, yeah. During that time period.

20 A. Okay. Well, in -- like I said, when we
21 first started talking with APA, the first meeting
22 was just Paul DiOrio and myself as far as from the
23 negotiating committee.

24 Q. Because that's the composition of the
25 negotiating committee?

1 A. At that time. And then in early May, Lee
2 Fife and Mark Burdick were put on the committee and
3 so we had four people. And then the committee
4 changed again I believe in the May, June time frame
5 where --

6 Q. July or something?

7 A. -- where Ken Holmes and Rocky Calveri
8 were put on in place of Lee and Mark. So in the --
9 one -- when the negotiations for the MOU started,
10 it was in mid July. And that was following these
11 initial lawyer-to-lawyer discussions.

12 Q. And that's Roland to Paul Jones?

13 A. Paul and I believe Steve Johnson, who
14 was -- I think he was the head of the legal
15 department or something. He is -- Steve Johnson
16 was above Paul.

17 Q. On the Airways side?

18 A. On the Airways side, yes.

19 Q. And Roland was the lawyer on your side?

20 A. Correct.

21 Q. Okay.

22 A. And I believe some of these initial
23 lawyer-to-lawyer discussions I believe Brian
24 O'Dwyer was involved also.

25 Q. Okay.

1 A. Initially the initial drafting of the
2 MOU, Paul DiOrio, myself and Ken and Rocky were
3 involved in that. By the time the first
4 face-to-face meetings happened on the MOU, the
5 committee had changed and Paul was taken off the
6 committee and John Owens was put on the committee.
7 So all of the discussions for MOU I from like the
8 end of July -- the bulk of discussions of MOU I,
9 July to August -- through August to the tentative
10 agreement on MOU I were myself, John, Ken and
11 Rocky.

12 Q. And then you have then some help from
13 Roland too?

14 A. Yes, yeah. We're required whenever we
15 have negotiations to have our professional
16 negotiator at the table with us.

17 Q. Why is he called the professional
18 negotiator?

19 A. My personal opinion, it's just, you know,
20 there were people who were concerned that, you
21 know, under the ALPA policy, you know, they said we
22 shouldn't have pilots negotiating, pilots don't
23 know what the hell they're doing, you know, we
24 should have a professional negotiator and they're
25 negotiating. So when USAPA was formed they said

1 we're going to have a professional negotiator.

2 In essence, the role Roland plays is the
3 same role that -- during ALPA when we were doing
4 ALPA negotiating that our contract administrator
5 played or any other ALPA attorney played the same
6 role, so.

7 Q. Okay.

8 A. So those -- so the four of us plus Roland
9 were the main people involved in negotiating MOU I.

10 Q. Okay. Why don't you pull in front of you
11 MOU I and let's go in here and get MOU II.

12 MS. AXEL: I think MOU I is -- that's MOU
13 II. And then MOU I is 1006.

14 Q. So can you get the II in front of you,
15 Dean?

16 A. 1006. And what's the other one?

17 MR. SZYMANSKI: 1023.

18 Q. Okay. Now, if I understand correctly, 1023
19 is a document that came out of the discussions that
20 occurred in Dallas mostly in December of 2012. And
21 then there's an attachment to it or amendment to it
22 that is dated early January 2013, correct?

23 A. Yes.

24 Q. Okay. And so over by your left hand you
25 have MOU I. And that's what number?

1 A. 1006?

2 Q. MOU I, 1006.

3 A. Yes.

4 Q. That's the exhibit number. On your right
5 is 10 --

6 A. 1023.

7 Q. Okay. And you told me earlier that the BPR
8 found some deficiencies in MOU I and they said to you
9 and your committee go out and fix them --

10 A. Yes.

11 Q. -- in essence, right?

12 And that's what you were attempting to do
13 until early September when the NDA came down and
14 nobody could talk to you for a while?

15 A. Correct.

16 Q. And by the time you get to Dallas to talk
17 about 1023, the NDA has been lifted and so there
18 were -- there was an opportunity to renew
19 negotiations, correct?

20 A. Correct.

21 Q. Okay. What in MOU II 1023 fixes the -- the
22 deficiencies that are -- that the BPR found in 1006?
23 Can you explain that to me? I mean, I assume that
24 happened; is that right?

25 A. Yes. In MOU I we made improvements to

1 the conditional labor agreement. I mean, there
2 were some things in here that were better. The pay
3 parity language in the conditional labor agreement
4 was six years, we got it to three years. We got --
5 we got the STD extension in this. And there's some
6 other things we got in this that made improvements
7 on CLA. And this document was used as --

8 Q. Can you give me a number?

9 A. Document 1006, MOU I, was used as a
10 template to start Document 1023. And some of the
11 areas that the board wanted us to fix in MOU I were
12 they were concerned that we didn't have a block
13 hour floor. And in MOU -- in our present TA
14 language the company has to fly a minimum amount of
15 hours. Although we had some fleet protections in
16 this, the board --

17 Q. In 06?

18 A. -- in 1006, the board wanted better --
19 and they wanted some concrete block hour minimums.
20 We were able to obtain that in 1023.

21 In one of the other concerns the board
22 had was the language -- there was a pay parity
23 language that they wanted improved and the pay
24 parity language was -- there was a lot of holes in
25 it and we fixed a lot of that in 1023.

1 Other things that the board really didn't
2 ask for but we improved in 1023 was, I mean, we
3 carried over the -- the STD protection for the West
4 pilots, but then we also like --

5 Q. That's short-term disability?

6 A. Yeah, short-term disability.

7 We were also able to, you know, get the
8 five years extension that we talked about for --
9 for the insurance programs and survivor benefit.
10 So some of -- some of the things that were unique
11 to US Airways pilots we were able to bring into
12 Document 1023. But some elements of 1006 in some
13 of the initial drafts of 1023 were almost cut and
14 pasted into that and then were worked out.

15 Q. MOU I?

16 A. MOU I.

17 Q. Into MO --

18 A. MOU II.

19 Q. Okay.

20 A. Some of them you'll see in some of the
21 initial drafts, like I say, very similar language
22 and then once -- since this was a two-party
23 agreement, 1006 was a two-party agreement, 1023 was
24 a four-party agreement, obviously you have more
25 input and some of these things were modified.

1 Q. Okay. Sounds like what you're telling me
2 is that the deficiencies, if I can use that word, in
3 MOU I that the BPR saw and told you to fix got fixed
4 in 1023, MOU II, and then you got a few improvements
5 too?

6 A. I would have to look to see exactly. I
7 know the issues the board wanted to fix, the block
8 hour, we got some block hour protections. There
9 was a concern we wanted to make sure that the 40
10 furloughed West pilots were included in the -- in
11 the furlough protection, we made sure they were
12 included in that. They wanted improvements in the
13 pay protection language, that was obtained in
14 this -- improvements in the pay parity language,
15 that -- so I would -- off the top of my head, I
16 would say the bulk of what the board wanted was in
17 this.

18 The only thing that we didn't obtain to
19 the board's satisfaction was the pay rates for the
20 E 190 aircraft. Although the pay rates in MOU --
21 in MOU II, Document 1023, were better than in
22 Document 1006, in the view of some of the board
23 members, it still fell below their expectations.

24 Q. So all of the improvements, changes that
25 the BPR wanted, except for the rates for the MD 90 --

1 A. The Embraer 190. E 190 we call it.

2 Q. -- E 190 were achieved?

3 A. Without referring to a list, I can't say
4 that you say all of them. I won't commit that all
5 of them were fixed. I'd have to look at the list
6 and see.

7 Q. Sure.

8 A. But I'd say we addressed many of their
9 issues.

10 Q. Okay. Now, when you show up in Dallas in
11 early December 2012, who's there on behalf of the --
12 who's actually there on behalf of USAPA initially?

13 A. The four committee members, okay, Roland
14 Wilder, Brian O'Dwyer and Gary Hummel and Steve
15 Smyser, the president and the executive vice
16 president of the association, and Brian O'Dwyer is
17 the general counsel.

18 Q. So you had Brian, you had Roland, four
19 members of the committee?

20 A. The NAC.

21 Q. And the president and executive vice
22 president of USAPA?

23 A. Yes. And then later on in the process
24 for a couple days Rob Streble, the secretary of
25 treasurer, was there.

1 Q. Okay. Now, just so I understand, you were
2 there continually; is that correct? Or did you
3 leave, come back and report to the BPR and then go
4 back?

5 A. Yeah, I left -- Gary Hummel, myself and
6 Ken Holmes left on the -- I believe it was the
7 night of the 18th. We started on the 10th and it
8 was the 18th. And I remember these dates because
9 the 20th is my wedding anniversary. And I know I
10 was going to get killed if I wasn't home for that.
11 So I left on the 18th, we came here to Charlotte to
12 brief the board on the 19th. And Roland -- there
13 were still some items to be discussed in the scope
14 area. So Roland and John Owens and Rocky Calveri
15 remained in Dallas. And Ken and Rocky -- or Ken
16 and I came up here to Dallas to brief the BPR on
17 the 19th.

18 And then I left the evening of the 19th
19 and the board meeting continued I think through
20 that day and into the next day, so. And I believe
21 Roland and John and Ken stayed in Dallas 'til maybe
22 the 20th or 21st, I can't say exactly what date.
23 They stayed a couple days longer in Dallas than --
24 than I did.

25 Q. So once you leave Dallas on the 18th, you

1 don't go back there for the purpose of negotiations
2 or do you?

3 A. No, we -- I didn't go back. But we
4 carried on negotiations basically all through -- I
5 know one of the last things -- one of the last
6 items we finished up on like the 31st or the 1st of
7 January.

8 Q. But those are by phone?

9 A. By phone and by e-mail.

10 Q. E-mails.

11 A. Right.

12 Q. So if I understand, physical presence in
13 Dallas by the group of people that you talked about
14 for USAPA beginning December 10, 2012, correct?

15 Some of that group leaving to come to
16 Charlotte on December 18th to report to the board,
17 correct?

18 A. Yes.

19 Q. Ken you think went back to Dallas and
20 actually was there then for some follow-up
21 discussions or conversations on MOU II, correct?

22 A. I don't remember if Ken went back or not.
23 I know that, you know, John and Rocky and Roland
24 stayed there. I think Ken was going to go back,
25 but I don't think there was really much left. So I

1 don't believe he went back, but I can't say that
2 for sure whether he went back or not. I don't
3 recall.

4 Q. And then after your anniversary you
5 continued to have some discussions either by e-mail
6 or by phone with wrapping up the final decision of
7 the MOU II; is that about right?

8 A. It finished right there around -- I think
9 it was the 1st or so. And then we traveled back to
10 Charlotte on the 2nd to brief the board, the
11 evening of the 2nd and on the 3rd and 4th is when
12 we briefed the board on the MOU.

13 Q. Okay. Now, were other people participating
14 in the Dallas discussions by phone or other -- in
15 other ways on behalf of USAPA?

16 A. Yes, we had -- Pat Szymanski was involved
17 by phone, Jess Pauley was involved by phone. We
18 also had some discussions over -- the block hour
19 protections we ended up with in here, we're
20 consulting with -- with some members, some other
21 USAPA members on that, Dave Ciabatttoni, Paul
22 DiOrio, Mark King, he was a scope guy. And there
23 were one or two other people that gave us input on
24 -- on the block hour protections.

25 And so we -- we had some conference calls

1 with them. And those were all -- you know, we had
2 calls with them on an as-needed basis. And then on
3 a daily basis we were given the board telephonic
4 updates.

5 Q. You and who else?

6 A. The committee.

7 Q. The committee?

8 A. Usually the committee, Roland, Gary and
9 Steve were usually involved in all those BPR
10 updates.

11 Q. How deeply involved in these actual
12 negotiations was President Hummel?

13 A. He wasn't -- I mean, he was there more in
14 a support role if we needed him for something. But
15 he -- you know, we occasionally would have him have
16 conversations with Scott, Scott Kirby, you know,
17 but he would usually just sit in, but he wasn't --
18 he didn't take a -- like a leading -- leading role
19 at the table or anything.

20 Q. Why was Jess Pauley involved?

21 A. When we -- just to get -- when we were
22 discussing merger-related items, he's the merger
23 committee chairman. So we wanted to make sure he
24 had input.

25 Q. What would those be merger-related items,

1 for example?

2 A. There was -- there was a paragraph in
3 Document 1023 referring to the McCaskill-Bond
4 process.

5 Q. So he was involved in that?

6 A. Yes.

7 Q. And is that why Pat was involved too?

8 A. Yes.

9 Q. So it was just on McCaskill-Bond?

10 A. Yes, they were not involved in other
11 aspects of it.

12 Q. And who rolled them into the discussions on
13 McCaskill-Bond?

14 A. Who did what?

15 Q. Rolled them into those. Brought them in.
16 Brought them into the discussions.

17 A. Basically it was a joint decision by the
18 committee and Roland to say that, you know, we --
19 you know, that in my experience in negotiating
20 committee, and this was back in the -- back with
21 ALPA and with -- you know, when -- when we as USAPA
22 presented our section 22, which is a seniority
23 section, to the company back in October of '08.

24 And in this process, negotiating
25 committee is pretty much hands off when it comes to

1 seniority. You know, we -- we leave that to -- to
2 the experts. It's just like, you know, when we're
3 negotiating retirement insurance, we bring in
4 people who -- who know that better than us and we
5 get their input.

6 When we -- you know, I was just in Dallas
7 -- or in Phoenix the last couple days discussing
8 scheduling issues and we're bringing our scheduling
9 people. So we -- we bring in the people as, you
10 know, we call them SMEs, subject matter experts, we
11 bring in these people to advise us. And in
12 seniority, particularly, though, that area has been
13 where we generally let the experts make the
14 decisions and we plug it in. And like I said, that
15 was -- that was true in ALPA and it's been true
16 ever since I've been working with the committee
17 that the merger people make those decisions and
18 unless we see something glaring, we generally
19 accepted what it is.

20 And so when the company -- both the
21 company and the UCC were very clear in that they
22 wanted -- they didn't want the seniority dispute to
23 interfere with this at all. So they wanted a clear
24 path to getting a seniority list and they said this
25 is going to be the -- you know, the McCaskill-Bond

1 process. And once there was language starting to
2 develop on that, that's when we turned to our
3 merger people. And most of those discussions
4 concerning the McCaskill-Bond paragraph in
5 Document 1023, MOU II, was done by the lawyers.
6 And I mean the lawyers from all the parties were
7 involved in those.

8 Q. Well, let's -- let's go back for a moment.
9 When you say you bring in the experts that you need
10 to talk about subject matters as required from your
11 point of view. The experts on seniority then were
12 Pat and Jess?

13 A. From our -- from the USAPA side.

14 Q. Yes.

15 A. Yes.

16 And then, I mean, there were APA -- APA
17 had Wes Kennedy and -- and the company had Bob
18 Siegel and, you know, there were -- and usually
19 what would happen is when there was a question on
20 that, they would go off and have a -- you know,
21 face-to-face and get Pat on the phone and Wes on
22 the phone and whoever all was involved in those
23 discussions and -- and let us know what they came
24 up with.

25 Q. Okay. Let's step back just a few answers.

1 You said when the UCC and Siegel made it clear that
2 there was going to have to be a clear path to
3 seniority, amplify that for me. When did that occur,
4 how did it occur, where were you, stuff like that,
5 Dean?

6 A. Well, we had -- you know, with all the
7 players you have there, we had -- the first -- the
8 first day we had just kind of a joint, you know,
9 get together with pretty much all the players and
10 it was -- there were probably 30 people in the
11 room.

12 Q. Yeah, we've got a list of the sign-ins and
13 stuff like that. It's a whole yellow sheet with --

14 A. God knows what the -- what the hour
15 billing for that section was. But, you know, so
16 there was -- there were a lot of people. And it's
17 unwieldy to have discussions when you have that
18 many people. So what it ended up being were a lot
19 of the discussions were in small groups. You know,
20 John Owens was involved in some of the scope
21 discussions. And then -- so he and -- sometimes he
22 and Rocky would be involved in that and Ken and I
23 would be involved in something else.

24 So, you know, one of those -- one of
25 those discussions with a -- with a larger group

1 were discussing timelines and how this was going to
2 go. And during one of those sessions, the company
3 said that they wanted -- you know, they wanted the
4 -- the list done and that's why we ended up with
5 the -- with the two-year language that's in there.
6 They said they -- they didn't want it to drag out,
7 they wanted to have the lists done within two years
8 of having the -- you know, the joint collective
9 bargaining agreement done.

10 And, I mean, that's pretty much what I
11 remember. I remember, you know, Scott being up
12 there and -- and Bob making the comments that, you
13 know, we -- we need to make sure that we don't have
14 another situation where, you know, the list drags
15 out. So they wanted some -- something. And just
16 like everything else in the MOU, the UCC wanted
17 some -- something that they could look at and say
18 -- have some expectation that what the costs were
19 going to be and what the process was going to be.
20 That's why they wanted a timeline. There was a lot
21 of work done on the timeline that's in the MOU
22 dealing with the JCBA process, the McCaskill-Bond
23 process.

24 Q. Well, let's go back to Kirby and Siegel
25 making the statements. I mean, did they say anything

1 more at that point in time that they wanted this done
2 by approximately two years from whenever the MOU
3 goes --

4 A. I mean, I don't remember if at that -- at
5 that first juncture they said two years, that's
6 what the two years came up. I know two years
7 eventually came in here. And we had two years
8 and -- and I believe we had two years in -- in
9 Exhibit 1006 also. I would have to take a look and
10 see. But, yes, even in MOU I we had, you know,
11 delivering integrated seniority list in accordance
12 with McCaskill-Bond process within 24 months of the
13 effective date.

14 Q. That's paragraph nine of Exhibit 1006?

15 A. 1006, yes.

16 Q. Okay. So that was nothing new to you?

17 A. No.

18 Q. I mean, you already had it in MOU I, right?

19 A. Right.

20 Q. So that wasn't startling?

21 A. No, it wasn't. But I'm saying is that
22 they -- they wanted to make sure that there was
23 language in the MOU to discuss the seniority issue.

24 Q. Right.

25 Which is just an extension from MOU I?

1 A. Some of this language is the same, but
2 there's different language in here too.

3 Q. That's why we're here, right?

4 A. Yes.

5 Q. Talk to me a little bit -- I mean, I've
6 gotten -- I haven't been to the Weil, Gotshal offices
7 in Dallas, but I understand that they are --
8 facilities have a lot of conference rooms, correct?

9 A. Yes.

10 Q. And they're set up to service large
11 meetings in the sense that you have copying
12 facilities, you can dial up, you can get stuff done
13 for you, you can order, you get food, so it's really
14 kind of an elaborate conference center, correct?

15 A. Oh, it was -- there were, you know, some
16 conference rooms this size, some smaller, some
17 larger. But, like I said, there were a lot of
18 small group meetings. So it worked out for the
19 groups that when you needed a big group, you had
20 the room to have it, when you needed a small group.
21 And the facilities were -- were nice in a sense
22 that sometimes we were there until 1 o'clock in the
23 morning and we didn't have time to go out to get
24 something to eat. So to have some food delivered
25 was -- was convenient.

1 Q. But just getting to the point where there
2 were areas where USAPA people can go and be on their
3 own for conversations, meetings?

4 A. Yes, everybody had breakout rooms you
5 could go to.

6 Q. Everybody had breakout rooms that they
7 could go to and then there was the facility where
8 when you needed to get together, you could get
9 together; is that correct?

10 A. That's correct.

11 Q. And then you talked -- you told me a little
12 bit -- I'm sorry, you mentioned that a lot of the
13 discussion in connection with paragraph ten of the
14 MOU took place among attorneys; is that right?

15 A. That's correct.

16 Q. And explain that. What do you mean by
17 that?

18 A. Well, like I mentioned, you know, when
19 they had discussions over it, they would usually --
20 Roland and Bob Siegel and, you know, sometimes Ed
21 James was the APA general counsel, they would go to
22 a room and get Wes Kennedy on the phone, who's the
23 APA merger counsel, and Pat on the phone, and then
24 I forgot who the AMR attorney was involved in that.
25 And so they would -- they would have conversations

1 over this and then they would come back and report
2 to us. Okay, this is -- this is the language we
3 came up with and we'd take a look at it and say
4 that looks good, I know we have a problem with this
5 or that.

6 Q. Were you involved in any of those
7 lawyer-only conversations, Dean?

8 A. No.

9 Q. Was anybody on your committee involved in
10 any of those lawyer-only conversations?

11 A. No.

12 Q. Was President -- if you know, was
13 President Hummel involved in any of those
14 conversations?

15 A. I don't know. I'm not sure.

16 Q. But as you sit here today, based upon your
17 recollection, when the lawyers had discussions, it
18 was the lawyers having discussions and others, as far
19 as you know, were not involved in those discussions?

20 A. You mean others in Dallas?

21 Q. Non lawyers?

22 A. Well, Jess Pauley.

23 Q. Was he -- did he actually go into those
24 meetings?

25 A. No, he was -- he was involved by phone.

1 And I'm not sure if the -- if APA had anybody from
2 their merger committee involved or if, you know,
3 anybody other than Wes Kennedy, you know, from --
4 from APA was involved or who AMR had involved.
5 Yeah, everybody was -- each group made a decision
6 who they were going to -- you know, they were going
7 to have, you know, involved in these discussions.
8 I mean...

9 Q. I want you to look at the MOU II. Go to
10 10H.

11 A. Okay.

12 Q. Dean, tell me who is the person you
13 understand who could best tell us what the purpose of
14 10H was?

15 A. Well, I think pretty much anybody who
16 reads it can say what the purpose of it is.

17 Q. No, I mean the purpose for it to be
18 inserted in that agreement.

19 A. It's just saying --

20 Q. No, no, who could tell me why that was put
21 into the agreement? You can't, right? Because you
22 weren't involved in those meetings when that language
23 was prepared, right?

24 A. Right.

25 Q. Okay. So who can tell me why that language

1 was prepared and inserted into MOU II?

2 A. Well, I can tell you that this language
3 was inserted in there because the original language
4 that was in here, Ken and Rocky had problems with
5 it. So that's why this language is in here.

6 Q. Well, who -- who prepared that language?

7 A. Whoever the group -- I'm not sure since I
8 wasn't on those conference calls, I don't know who
9 proposed this language. Did Wes Kennedy propose
10 it? Did Pat propose it? Did Jess propose it? Did
11 Roland propose it? I don't know.

12 Q. It would have to be somebody in that
13 meeting or somebody outside of that meeting who had
14 participated in it? I mean, isn't Pat the best one
15 to tell us what the purpose of that --

16 A. I don't know. I don't know -- I don't
17 know if this was Pat's idea or it might have been
18 Jess's idea or it might have been Roland's idea.
19 Honestly, since I wasn't there I don't -- all I
20 know is that they would give us a draft and the
21 first draft had language that was different than
22 this.

23 Q. Yeah.

24 A. And there was --

25 Q. Who prepared that initial language?

1 A. Whoever the group was that -- yeah, they
2 would come out of this meeting and say, okay, this
3 is -- this is our -- this is our proposal. And
4 when the first proposal came out, you know, like I
5 said, you know, the expert give us this, they gave
6 it to us, and we looked over it and Ken and Rocky
7 had some concerns and I said fine, if you guys have
8 concerns, let's get it fixed until everybody's in
9 agreement. And then when this revised language
10 came out, both Ken and Rocky were okay with it so
11 that's how it ended up in here.

12 (Exhibit Number 1113: E-mail string with
13 the top from Roland P. Wilder dated 12/14/12,
14 Bates WP020811 - 812 marked for
15 identification, as of this date.)

16 Q. I wanted to show you what has been marked
17 as Exhibit Number 1113.

18 A. Okay.

19 Q. In Exhibit 1113, page two, at the top
20 there, an e-mail from you to -- who are the people
21 you're sending this -- that e-mail to?

22 A. David Dean and Ed James, they're counsel
23 for APA.

24 Q. Okay. On December 14, 2012 at 8:30 a.m.,
25 correct?

1 A. Yes.

2 Q. And you write, Hi, Ed and David, this line
3 should go at the end of paragraph 12. It was left
4 out of the doc I sent you yesterday.

5 A. Okay.

6 Q. Then why don't you read what was left out.

7 A. This memorandum is not intended to nor
8 shall it constitute the single agreement referred
9 to in paragraph 6A of the September 23rd, 2005
10 transition agreement applicable to the merger of
11 America West and US Airways.

12 Q. Where did you get that language from, Dean?

13 A. I can't recall at this point. It could
14 have come from Roland, it could have come from Pat
15 or it could have come from, you know, conversation
16 that Pat and Roland and Jess and Wes and -- I don't
17 know. I mean...

18 Q. You didn't write it?

19 A. I didn't write it, no.

20 Q. Somebody gave it to you to pass forward to
21 be included in whatever draft of paragraph ten, 11 or
22 12 that was -- this is --

23 A. Right.

24 Q. McCaskill-Bond is now at this point in time
25 paragraph 12 to the evolving MOU, right?

1 A. This is paragraph 12. Yeah, I think it
2 went from 12 to 11 to ten.

3 Q. Yeah. So you got it from somebody, you
4 just don't know who?

5 A. I don't recall.

6 Q. You said that he --

7 A. In this --

8 Q. Pardon me?

9 A. Go ahead with your question.

10 Q. How do you know Jess was involved in any of
11 these lawyer-only calls?

12 A. Because I had conversations with Gary
13 because, you know, we -- we talk about whether Jess
14 should come down to Dallas or not, we decided no,
15 we didn't need Jess in Dallas, but if we had a
16 question, a merger-related question, we would
17 consult with him.

18 Q. So you're just assuming that he was
19 consulted with or do you know firsthand that he was
20 in on any of those calls?

21 A. Yes, I know he was in on some of the
22 calls. Whether he was on all of them, I can't say
23 for sure.

24 Q. How do you know he was involved in some of
25 them?

1 A. Because I talked to him about it, the
2 fact that he was on the calls.

3 Q. When did you talk to him?

4 A. When we were in Dallas.

5 Q. Okay. So during this time period you
6 talked to him?

7 A. Yes.

8 Q. So you were talking to him too?

9 A. I mean, we talked about whether he would
10 be involved in -- because he'd talk to me about
11 whether he should come down to Dallas. And so
12 that's why I told him no, you can just, you know,
13 participate by phone.

14 Q. Okay, okay.

15 But you just told me you talked to him,
16 that he was -- actually had participated in some of
17 the calls. Did you or did you not have that
18 conversation with him?

19 A. I had a conversation with him -- the best
20 I can recall, I had a conversation with him when we
21 discussed him coming to Dallas. I said no, you
22 don't need to be here, but if there's
23 merger-related issues, you can participate by
24 phone. And I can -- best of my recollection, he
25 did participate in those calls. Whether -- like I

1 say, how many of those calls he participated in, I
2 can't answer.

3 Q. So why do you say the best of your
4 recollection he did participate other than you said
5 if we need to, you can participate?

6 A. I would say he participated.

7 Q. Did he tell you that he was in some of the
8 calls or did somebody else tell you that he was in
9 some of the calls?

10 A. I don't recall.

11 Q. Okay. What was the problem that Ken and
12 Rocky had with the language in Exhibit 1113?

13 A. Basically I -- they just said they didn't
14 agree with this language. And I said well, then
15 let's get it fixed. And I asked them to
16 communicate their -- their concerns to Pat. And
17 then the -- and Gary was involved in that and when
18 we told Gary we had a problem, he said okay, let me
19 know what the problem is and it got fixed. And,
20 actually, if this language survived, we wouldn't be
21 here.

22 Q. Well, I'm not too sure that that's the case
23 at all.

24 A. But anyhow, the fact is that there are
25 members of the committee that weren't happy with

1 this language and we got it fixed to their
2 satisfaction. Just like anything else, there's
3 nothing in the MOU that all the committee members
4 -- there's nothing in here where there was a
5 disagreement on. We didn't get everything we
6 wanted. But in the end we'd look at this document
7 and so everybody agreed what was in the document.

8 Q. Let's walk through this.

9 Did you show Ken and Ed or Rocky this
10 language before you sent it off to Dean and to James?

11 A. I don't recall. But it was -- I mean,
12 once it was put in the draft and we shared the
13 draft, you know, we all reviewed the draft, and
14 that's when they expressed their concern.

15 MR. SZYMANSKI: What's the document?

16 MR. HARPER: It looks like this one.

17 MR. JACOB: Yeah, this is where Pat
18 identified --

19 MR. HARPER: Off the record.

20 (A DISCUSSION WAS HELD OFF THE RECORD.)

21 MR. HARPER: Okay. Back on the record.

22 Q. Okay. Now, 1098, do you have that in front
23 of you, Dean?

24 A. Yes.

25 Q. So when we were talking about 1113 and the

1 language there and I asked you when you showed it to
2 Ken and to Rocky, and I think your answer was, well,
3 once it showed up in the agreement or the draft, and
4 I thought you were going to say they saw it, and then
5 what happened after that? So I gave you 1098.

6 A. Okay.

7 Q. And the 1098 is a draft of the then
8 paragraph 12 of the MOU regarding McCaskill-Bond,
9 correct?

10 A. It appears that way, yes.

11 Q. And 1098 includes the language that you
12 sent forward in Exhibit 1113, right?

13 At least the one we're talking about at the
14 bottom.

15 A. Right. The end of paragraph 12.

16 Q. And the date of the e-mail on 1098 that you
17 have is December 14 of what time in the morning or
18 afternoon?

19 A. Well, 12:50 a.m., so...

20 Q. About three hours after you sent the
21 language in Exhibit 1113 or two-and-a-half hours?

22 A. No, it's -- I sent it December 14th at
23 8:30 in the morning. This went December 14th at,
24 you know -- at 12:50 a.m., which is, you know,
25 50 minutes after midnight.

1 Q. So does 1098 come first?

2 A. It'd appear to me from the date 12/14 at
3 12:50 a.m., right? That's ten minutes after -- or
4 50 minutes after midnight.

5 Q. Okay.

6 A. And I sent it at -- looks like 8:30 in
7 the morning.

8 MR. SZYMANSKI: Central standard time.

9 A. Yeah, central standard time.

10 MR. SZYMANSKI: It's 10:30, right? Or
11 9:30, 9:30, right?

12 A. Yeah, but we were -- Dallas was -- so
13 basically it appears that this one was sent prior
14 to this one.

15 Q. 1098.

16 A. 1098 was sent prior to 1113, if the -- if
17 the time stamps are correct.

18 Q. And who are you sending 1098 to?

19 A. I didn't send 1098.

20 Q. Who is it being sent to?

21 A. John Owens sent it to Gary Hummel. I
22 didn't -- this is not my e-mail.

23 Q. I thought I was onto a solution here, but
24 you just...

25 When you say you left it off your e-mail in

1 1113, do you have any idea what document it was that
2 you're referring to there? The line should go at the
3 end of PARA, P-A-R-A, 12, it was left out of the doc
4 I sent you yesterday, which would have been on
5 December 13th.

6 A. I mean, all I can assume is it was an
7 attachment that I attached to my e-mail. If you
8 look at the base here, there's than an attachment.

9 Q. Okay.

10 A. The end of my e-mail on 11:13, there's an
11 MOU draft doc. Without referring to that document,
12 I can't say what...

13 Q. Let's go with this one then.

14 A. So this is?

15 Q. 1114.

16 (Exhibit Number 1114: E-mail document
17 from Dean Colello dated 12/13/12, Bates USAPA
18 278560 - 571 marked for identification, as of
19 this date.)

20 Q. So 1114 is an e-mail that you sent to Dean
21 and to James on December 13th at almost 10:00 p.m.,
22 9:56 p.m., correct?

23 A. Right.

24 Q. If we go to paragraph 12, which is on page
25 four, the language that you have in 1113 is not

1 included in paragraph 12 on Exhibit 1114, correct?

2 A. So you're saying the language that I
3 mentioned in my e-mail in Exhibit 1113 --

4 Q. Right?

5 A. -- is not in 1114.

6 Q. At the end of paragraph 12.

7 A. It appears that that is correct, it is
8 not there.

9 Q. Okay. So we have 1114 being sent by
10 yourself to Dean and Ed -- Edgar James on
11 December 13th?

12 A. Right. And in 1113, I refer to a
13 document that I sent yesterday.

14 Q. Which would have been on the 13th?

15 A. Which would have been on the 13th. And
16 unless they're -- I mean, it's possible that
17 there's another document after 9:56 p.m., but I
18 can't, you know, say for sure. This could be the
19 document I'm referring to here.

20 Q. And then when we go back to 1098, a draft
21 on the 14th -- later on the 14th has paragraph 12
22 with your language from 1113 attached to paragraph
23 12, correct?

24 A. Yes.

25 Q. Okay. So 1098 is a document being sent by

1 Owens to Gary Hummel?

2 A. Yes.

3 Q. Okay.

4 A. So it would appear that between 9:56 p.m.
5 on the 13th and 12:50 a.m., so about three hours
6 later, in that three-hour period we added this
7 language.

8 Q. Gotcha.

9 A. And then the next morning I sent it to
10 Dave and Ned.

11 Q. Right.

12 A. So the progression is 1114, 1098, 1113.

13 Q. Okay. Now, at some point in time in there,
14 or around there, you said that Rocky and Ken talked
15 to you about them not being comfortable with the
16 language, correct?

17 A. Yes.

18 Q. Okay. Do you have any independent
19 recollection as you sit here of that discussion, who
20 was involved, where you guys were, anything to flush
21 it out?

22 A. Honestly, no. I mean, there was -- these
23 -- these discussions were -- there was a lot of
24 stuff going on. But I do -- I do recall that, you
25 know, they brought it to my attention that there

1 was a problem with it and that's when we said,
2 okay, we'll get it fix.

3 Q. Okay. Let's go back to 1113. When you get
4 that language. You don't recall exactly who sent it
5 to you?

6 A. No, honestly I don't. It could have been
7 handed to me, it could have been e-mailed to me, it
8 could have been, you know.

9 Q. However you got it, do you have any
10 recollection of anybody telling you the purpose of
11 that language?

12 A. No.

13 Q. Do you know the purpose of the language?

14 A. In my view, the purpose of this language
15 is to keep MOU II, 1023, seniority neutral.

16 Q. Well, the purpose is to avoid triggering
17 the TA agreement by having the MOU be considered to
18 be the single agreement contemplated by the TA,
19 correct?

20 A. Those are your words. Those aren't my
21 words.

22 Q. That's your understanding?

23 A. No, it's not my understanding.

24 Q. How does this language that you are
25 proposing keep the seniority agreement -- the MOU

1 agreement seniority neutral?

2 A. Because it basically -- the seniority
3 contained -- the seniority provisions contained in
4 Document 1023, MOU II, is a clean slate for
5 seniority. It's the McCaskill-Bond process.

6 The transition agreement doesn't have
7 anything to do with this because the transition
8 agreement is -- is an agreement for East and West
9 mergers, not an agreement East/West APA.

10 Q. Is the transition agreement seniority
11 neutral?

12 A. The transition agreement has a provision
13 in there for whatever comes out of the arbitration
14 process to be implemented upon the single
15 collective bargaining agreement.

16 Q. So it's not seniority neutral?

17 A. I'm not sure what -- you know, when a
18 transition agreement was written, it was considered
19 that there would be an agreement on seniority and
20 it would be plugged in once the -- once there was
21 a -- a single operating certificate and there were
22 -- there were three parts to it, single operating
23 certificate and the seniority list and the single
24 collective bargaining agreement.

25 Q. Three prongs to the stool or three legs to

1 the stool, correct?

2 Pardon me?

3 A. There were three -- three items that had
4 to be satisfied for it to be complete.

5 Q. Right.

6 And one of them was you got the single
7 agreement, single carrier, correct?

8 A. Single carrier.

9 Q. Single agreement, correct?

10 A. Yes.

11 Q. And then utilizing the Nic as the seniority
12 list as part of Section 22 of the single agreement,
13 right?

14 A. Utilizing the -- the combined seniority
15 list, yes.

16 Q. Right.

17 The Nicolau list, right?

18 A. If that's what the -- if that's what the
19 agreed upon -- I mean, if that's what the agreed
20 upon seniority list was. But the agreed upon
21 seniority list under ALPA could be different than
22 the one under USAPA.

23 MR. HARPER: Can I have that answer back,
24 please.

25 (THE ANSWER WAS READ BACK.)

1 Q. USAPA in December of 2012 because it
2 succeeded ALPA was obligated to live by the terms and
3 conditions of that transition agreement, correct?

4 MR. SZYMANSKI: That's a legal
5 conclusion, Marty. I'm going to let him
6 answer the question, but I want it on the
7 record that that's a legal statement of your
8 position in this case. That's your legal
9 position and it's not ours.

10 A. That's right. There's been an awful lot
11 of lawyers looked at this, an awful lot of man
12 hours, a lot of money spent on answering that
13 question, and I don't believe I have the expertise
14 to answer that question.

15 Q. Well, was the transition agreement
16 seniority neutral on December 15, 2012?

17 A. The transition agreement said that --

18 Q. Can you answer it yes or no, Dean?

19 A. I can't say that it's seniority neutral.
20 I mean, it -- it says in there what will happen
21 when you get the other -- if the other two parts of
22 the transition agreement are satisfied, then the
23 seniority lists will be implemented. And on
24 December 15th, I think that's the date you said,
25 December 15, 2012, the other two parts of the

1 transition -- only one of those parts -- I mean, we
2 still did not have a single collective bargaining
3 agreement.

4 Q. And you're taking the position that the MOU
5 is not the single agreement as contemplated by the
6 TA?

7 A. It's definitely not what the bargaining
8 agreement -- it's an MOU. The MOU is a path to an
9 eventual collective bargaining agreement. But it's
10 not -- I mean, you have -- the MOU is a path to get
11 to the MTA, the merger transition agreement. Once
12 you get the merger transition agreement, there's a
13 joint collective bargaining process called for
14 going through pilot ratification which may
15 eventually result in a collective bargaining
16 agreement. But the MOU in itself is not a
17 collective bargaining agreement.

18 If the MOU was a collective bargaining
19 agreement, we wouldn't have a JCBA process in
20 there, we wouldn't have a pilot ratification
21 process in there.

22 Q. You earlier said, going back to
23 Exhibit 113, that if this language that you're
24 sending forward on the 14th had remained in the MOU,
25 then we wouldn't be here. What did you mean by that?

1 A. Because it's my understanding that there
2 are people who are saying that the MOU is the
3 collective bargaining agreement and, therefore,
4 triggers that portion of the transition agreement.

5 Q. And that's the company primarily, right?

6 A. But I just -- that's not my opinion. So
7 I do not believe that it is --

8 Q. Were you in the courtroom on May 14 in
9 2013?

10 A. Yes.

11 Q. And you heard Mr. Siegel get up and talk to
12 Judge Silver about the MOU and what it was?

13 A. Yes.

14 Q. And you recall he told Judge Silver that
15 the MOU was a collective bargaining agreement,
16 correct?

17 A. He said it was a collective bargaining
18 agreement and Beth Holdren, who was the managing
19 director of labor relations at US Airways, was
20 sitting ahead of us and she said that's not true.
21 So that is -- I am not the only one who is -- does
22 not believe it is a collective bargaining
23 agreement.

24 Q. I'm just asking you if you recall what
25 Mr. Siegel reported to the court, right? You

1 remember that. You said it was a collective
2 bargaining agreement.

3 A. Yes.

4 Q. And Mr. Szymanski got up and said no, it
5 wasn't, right?

6 A. Yes.

7 Q. But the people who are -- at least one
8 person who was considering the MOU to be a collective
9 bargaining agreement is lead counsel for US Airways,
10 correct?

11 A. And their lead negotiator disagrees with
12 him.

13 Q. But I didn't ask you what the lead
14 negotiator said. I said at least one person believes
15 it's a collective bargaining agreement, and that's
16 Mr. Siegel, right?

17 A. If that's what he believes. I mean --

18 Q. That's what he told the judge, right?

19 A. Doesn't necessarily mean it's true.

20 Q. But that's what he told the judge, Dean,
21 right? Yes?

22 A. I mean --

23 MR. SZYMANSKI: The record will show --

24 A. Yeah, what the transcript -- you know, I
25 don't have the transcript in front of me --

1 Q. Why are you trying to fudge on that? You
2 were there and you heard what he said. All I'm
3 asking you is to affirm what he said.

4 A. I mean, the transcript will show what he
5 said. I recall a comment being made that there was
6 not going to be anything more to negotiate and
7 that's when, like I said, the head of labor
8 relations at US Airways disagrees with that. And I
9 disagree with it. And the negotiating committee,
10 all four members of the negotiating committee
11 disagree with that. Because we're all aware that
12 there's going to be a joint collective bargaining
13 process.

14 Q. Okay. Let's take a short break.

15 (A BRIEF RECESS WAS TAKEN.)

16 (TIME NOTED: 10:46 a.m.)

17 (SIGNATURE RESERVED.)

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WITNESS' CERTIFICATE

I, DEAN A. COLELLO, do hereby certify that I have read and understand the foregoing transcript and believe it to be true, accurate, and complete transcript of my testimony, subject to the attached list of changes, if any.

DEAN A. COLELLO

This deposition was signed in my presence by _____, on the _____ day of _____, 2013.

NOTARY PUBLIC

My commission expires:

1 Huseby, Inc.
1230 West Morehead Street, Suite 408 (Page 1 of 2)
2 Charlotte, North Carolina 28208

3 E R R A T A S H E E T

4 RE: Don Addington; et al.
vs. US Airline Pilots Association, et al.
5 DEPOSITION OF: Dean A. Colello

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1 STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

2

3

REPORTER'S CERTIFICATE

4

I, V. Dario Stanziola, a Notary Public in
5 and for the State of North Carolina, do hereby
6 certify that there came before me on Friday,
7 September 20, 2013, the person hereinbefore named,
8 who was by me duly sworn to testify to the truth
9 and nothing but the truth of his knowledge
10 concerning the matters in controversy in this
11 cause; that the witness was thereupon examined
12 under oath, the examination reduced to typewriting
13 under my direction, and the deposition is a true
14 record of the testimony given by the witness.

15

I further certify that I am neither
16 attorney or counsel for, nor related to or employed
17 by, any attorney or counsel employed by the parties
18 hereto or financially interested in the action.

19

IN WITNESS WHEREOF, I have hereto set my
20 hand, this the 30th day of September 2013.

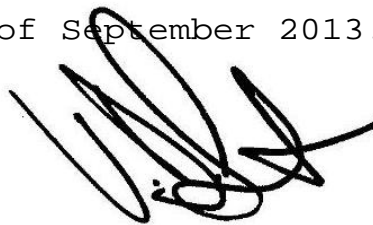
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V. DARIO STANZIOLA, CSR, RPR, CRR
Notary Public No. 20011200120

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