

1 and the whole thing that that would be dealt with
2 later, and that that was how we proceeded.

3 When we were in Dallas, that issue arose
4 in the general sense of the McCaskill-Bond
5 seniority issue.

6 Q. And you're talking about seniority as the
7 issue?

8 A. Yes. And at that time we were in a
9 conference room -- they were in a conference room
10 working and Dean asked me to come in, that we had a
11 problem with this general section. I believe it
12 was section -- it was not written in this format at
13 that time, but in the general section that would
14 have included F, G and H.

15 And the issue was that they weren't
16 comfortable with the language in that it did not --
17 the language that existed prior to this final
18 document did not comport with my charge that this
19 document must be seniority neutral. And to that
20 end, I charge the NAC to not deal any further with
21 it, but that I would remove that section, if you
22 will, and for them to continue work on every other
23 section of the document and that I would come back
24 with a proposed solution for that section that
25 would be acceptable to all members of the

1 negotiating committee. And I telephoned Pat
2 Szymanski and told him of the problem and asked him
3 to resolve it.

4 MR. O'DWYER: I'm going to stop you right
5 there. Anything that Mr. Szymanski says to
6 him is privileged and you may not answer.

7 MR. HARPER: Well, I'm just -- I think
8 that this is absolutely wrong, Brian, because
9 in the course of sending out the documents
10 that you swamped us with, there are numerous
11 documents from Szymanski to others talking
12 about this issue and other issues. So I think
13 you have waived the attorney/client privilege
14 in spades already.

15 MR. O'DWYER: Well, I guess the judge
16 will have to decide that. I mean, it's a
17 privilege operation.

18 Q. So what can't you talk about here now?

19 MR. O'DWYER: Everything.

20 A. Well --

21 MR. O'DWYER: Don't answer.

22 MR. JACOB: What did your lawyer not want
23 you to say?

24 MR. HARPER: I've got to try.

25 Q. So you can't tell me your personal

1 MR. O'DWYER: Doesn't mean Roland said
2 anything.

3 MR. HARPER: So it's okay to talk about
4 that meeting?

5 MR. O'DWYER: To the extent that the NAC
6 talked to him about it, yeah.

7 MR. HARPER: Okay. So we've got --

8 MR. O'DWYER: And he already said -- he
9 already testified to that without objection.

10 Q. We've got the NAC and talking about a
11 question you told the NAC not to deal with it, that
12 you would go out and come back with a solution?

13 A. Correct.

14 Q. You said you left and went out and made a
15 call to Szymanski to deal with the problem. Now you
16 can't tell me what you told Pat and how to deal with
17 it?

18 A. I can. Because I didn't tell Pat what or
19 how.

20 Q. Okay.

21 A. I just asked him to deal with it.

22 Q. So you asked him to deal with it. So
23 that's how you took care of it was to ask him to deal
24 with it?

25 A. That the issue was that this must remain

1 our arriving at Dallas.

2 Q. But where did the 10H language come from?

3 That was my question to begin with. It came from

4 USAPA, didn't it?

5 A. I don't know that that's true.

6 Q. So you have no firsthand information as to

7 where the actual language for 10H arose?

8 A. No.

9 Q. So you just can't testify as to how it came
10 about, is that what you're telling me now?

11 A. I believe I did. I believe I told you
12 that I told our NAC that that section dealing with
13 seniority should not be their concern, that we
14 would remove it and that subsequent to that,
15 someone resolved it, gave it back to our NAC and
16 our NAC, all four members of the NAC, found the
17 language to be acceptable and that is the language
18 that is contained in the final document going
19 forward.

20 Q. What do you mean somebody gave it back to
21 them? Who was that person?

22 A. I don't recall. I can tell you that, as
23 I did, that my first contact was with Pat
24 Szymanski. What happened to it after that point in
25 time, how it was transmitted back to them and

1 Q. Do you know where this last paragraph on
2 page two to Exhibit 1061 came from, the language?
3 This MOU is not intended to nor shall it constitute
4 the, quote, Single Agreement, capital S, capital A,
5 closed quote, referred to in paragraph, all spelled
6 out capital, Roman numeral six, period, capital A, of
7 the September 23, 2005, quote, Transition Agreement,
8 capital T, captial A, closed quote, applicable to the
9 merger of America West and US Airways.

10 A. No.

11 Q. You don't know who drafted that language?

12 A. No, I don't.

13 Q. You don't know where it came from?

14 A. No, I don't.

15 Q. You don't know why it was inserted in this
16 draft?

17 A. No.

18 Q. You didn't draft it?

19 A. No, I did not.

20 Q. You didn't comment on it as far as you
21 know?

22 A. I don't believe so. I can't say for
23 sure. If you -- if you say I do and you put it in
24 front, then I did, but I don't remember doing it.

25 Q. When people came to you to collect your

**Don Addington, et al. vs. US Airline Pilots Ass'n, et al.
William Jess Gordon Pauley, Jr. on 09/18/2013**

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

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

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 WILLIAM "JESS" GORDON PAULEY, JR.
 (Taken by Plaintiffs)
 Charlotte, North Carolina
 Wednesday, September 18, 2013

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

1 it's all -- this is all transitional provision to
2 go from those agreements to the new one. So they
3 are all, again, under nullities.

4 Q. And if you could go to page seven and look
5 at what is paragraph H, it's actually 10H. Towards
6 the bottom of page seven.

7 Have you seen that language before?

8 A. I have.

9 Q. Do you know where that language came from?

10 A. From negotiations over the MOU down in
11 Dallas.

12 Q. Do you know who proposed that language?

13 A. I believe merger counsel, Pat Szymanski
14 did.

15 Q. On what basis do you know that merger
16 counsel proposed that language?

17 A. Discussions.

18 Q. With who?

19 A. With Pat Szymanski.

20 Q. Was anybody else present when you had those
21 discussions?

22 A. It was by phone.

23 Q. Was anybody else on the phone with you when
24 you had those discussions?

25 A. I was participating in a conference call

1 with the representatives of the parties to the MOU,
2 and that was covered at that time.

3 Q. Okay. So you were on a conference call
4 with Pat and with other parties to the MOU?

5 A. That's correct.

6 Q. What do you recall Pat said?

7 A. I think we were just going -- much of the
8 language had already been developed prior to
9 getting onto the conference call was more or less a
10 review of the document that we see in front of us.

11 Q. What did Pat say about paragraph 10H?

12 A. It was read and acknowledged, but it was
13 acceptable to the parties.

14 Q. Who read it?

15 A. I think everybody had a copy of it in
16 front of them and we went through the list of -- to
17 see if there was any objections to the language.

18 Q. Whose mouth did the words of paragraph 10H
19 come out of?

20 A. I don't recall.

21 Q. Why do you think Pat wrote 10H?

22 A. Discussions I have had with him.

23 Q. On that telephone call did Pat say that he
24 wrote 10H?

25 A. I believe it had come from a subsequent

1 conversation.

2 Q. Okay. So on that telephone call, nobody

3 acknowledged who wrote paragraph 10H?

4 A. That's correct.

5 Q. When did Pat tell you that he wrote

6 paragraph 10H?

7 A. It was either just before or just after

8 that call.

9 Q. Was anybody else on the phone with you and

10 Pat when you had that conversation?

11 A. No.

12 Q. Did Pat explain to you why he wrote 10H?

13 A. I think that's privileged.

14 MR. SZYMANSKI: Yeah, I think -- I think
15 that part of it -- other than just the fact of
16 who did it and so on and so forth. But the
17 reasons and the discussion about why seem to
18 me to be privileged.

19 Q. When you got off the phone with Pat, did
20 you have an understanding why he wrote paragraph 10H?

21 A. Yes.

22 Q. Do you have that same understanding today?

23 A. I believe so.

24 Q. Why did he write it?

25 MR. SZYMANSKI: I feel more comfortable

1 A. Yeah, I think the negotiating committee
2 came in, and I'm trying to find the stipulations
3 they say that addressed that issue. My concerns
4 were alleviated by them based on what they said --
5 they had language that they felt was --

6 Q. Could you look at 10H for me, it's on page
7 seven.

8 A. Okay.

9 Okay.

10 Q. Is that the provision that they told you
11 alleviated your concerns?

12 A. There was -- that was one. Yes, that was
13 one. And I think there was something else. But
14 that says US Airways agrees that neither the
15 memorandum nor the JCBL -- JCBA shall provide a
16 basis for changing the seniority list currently in
17 effect at US Airways other than through the process
18 set forth in this paragraph ten.

19 Q. Okay. And then perhaps section 10D as
20 well; is that another one?

21 A. Yes.

22 Q. And do you have any understanding about how
23 10H came to be in the MOU?

24 A. No.

25 Q. Okay. But the committee explained to you

1 C O N F I D E N T I A L

2 mean, let's say you're down in Dallas, okay?

3 A. Sure.

4 Q. And you're putting on the table, I don't
5 want to negotiate. You're telling the other NAC or
6 maybe Hummel or somebody else, I don't want to
7 negotiate the MOU -- the seniority process until
8 after we're done with the terms and conditions or
9 whatever else --

10 A. No.

11 Q. -- we want to negotiate.

12 A. No.

13 Q. No?

14 A. No, um-um.

15 What I said was, we were -- we had made a
16 collective decision as the negotiating committee,
17 two East, two West pilots, very early on that we
18 were not going to get into seniority integration or
19 seniority negotiations in the MOU. We were going
20 to stick to the economics and the working
21 conditions, and so on and so forth. And that's --
22 we remain that way. We've said that on every
23 chance we can get.

24 So my point is, if you're asking what was
25 our -- our goal as a committee? Our goal was from

1 C O N F I D E N T I A L

2 with the timing of when or where. I've already
3 told you we wanted to get the agreement in place
4 first. My discussions were -- as we remained from
5 day one, we are not going to get into negotiating a
6 seniority integration.

7 Q. But look -- look at the last paragraph
8 here --

9 A. Sure.

10 Q. -- on 1098, which apparently -- did this
11 last paragraph come from Pat? The MOU is not
12 intended to, nor shall it constitute the, quote,
13 single agreement, closed quote, referred to in
14 paragraph, Roman numeral six, period, capital A, of
15 the September 23, 2005, quote, transition agreement,
16 closed quote, applicable to the merger of America
17 West and US Airways.

18 Did that come from Pat?

19 A. I can't -- I can't -- there's no bubble
20 here. So I don't know if he wrote that or not.

21 Q. Well, did it come from Airways?

22 A. I don't know who wrote that, sir.

23 Q. Did it come from APA?

24 A. I don't know who wrote that, sir.

25 Q. Well, what was your reaction when you saw

1 C O N F I D E N T I A L

2 Now, this conversation with Ken, did it
3 occur before you sent 1098 to Hummel?

4 A. No, no.

5 Q. So it was afterwards?

6 A. Yeah, it was afterwards.

7 Q. So how long did this language --

8 A. I don't -- I don't know. That's what I'm
9 telling you, I don't know. I do not know.

10 Q. Well, when did you get back involved in
11 looking at the final language and saying, I agree
12 with this?

13 A. Probably in -- I don't recall. It was
14 down the road. I was literally locked in a room
15 with the scope people from this point forward.

16 Q. From 1098 forward?

17 A. Well, from -- in or around 1098 forward.

18 Q. From the 14th forward?

19 A. I don't know if it's the 14th forward or
20 not. All I know is that at some point Pat
21 Szymanski was asked to deal with the APA,
22 US Airways and American on seniority. I was asked
23 to go be working with the scope people. Dean and
24 Ken were asked to deal with the other areas in the
25 contract -- or in the MOU.

DON ADDINGTON, ET AL. vs. US AIRLINE PILOTS ASS'N, ET AL.
Dean A. Colello on 09/20/2013

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

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

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11

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

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

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. 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?