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17 Attorneys for Defendant  
18 US AIRWAYS, INC.

19 **IN THE UNITED STATES DISTRICT COURT**  
20 **FOR THE DISTRICT OF ARIZONA**

21 Don ADDINGTON; John BOSTIC;  
22 Mark BURMAN; Afshin IRANPOUR;  
23 Roger VELEZ; Steve WARGOCKI;  
24 Michael J. SOHA; Rodney Albert  
25 BRACKIN; and George MALIGA, on  
26 behalf of themselves and all similarly  
27 situated former America West Pilots,

28 Plaintiffs,

vs.

US AIRLINE PILOTS ASS'N, an  
unincorporated association; and US  
AIRWAYS, INC., a Delaware  
corporation,

Defendants.

Case No. 2:13-cv-00471-PGR

**DECLARATION OF E. ALLEN  
HEMENWAY IN SUPPORT OF  
DEFENDANT US AIRWAYS, INC.'S  
MOTION TO DISMISS FOR LACK OF  
SUBJECT-MATTER JURISDICTION**

1 I, E. Allen Hemenway declare and state as follows:

2 1. I am the Vice President, Labor Relations for US Airways, Inc. (“US  
3 Airways,” or the “Company”). Except where otherwise indicated below, I have personal  
4 knowledge of the matters set forth in this Declaration and, if called as a witness, I could  
5 and would competently testify thereto.

6 2. I understand that, in Count Two of the Complaint in this lawsuit, plaintiffs  
7 allege that US Airways has breached the Transition Agreement’s implied covenant of  
8 good faith and fair dealing by entering into the Memorandum Of Understanding  
9 Regarding Contingent Collective Bargaining Agreement (“MOU”) because the MOU  
10 does not specifically require use of the Nicolau Award to integrate the seniority of the  
11 East Pilots and the West Pilots as part of the overall US Airways/American Airlines pilot  
12 seniority integration that would occur if the merger of the two airlines is consummated.

13 3. The Transition Agreement establishes a Board of Adjustment to hear and  
14 determine disputes regarding the interpretation or application of the Transition  
15 Agreement. Neither plaintiffs, nor any other US Airways pilots, have filed grievances  
16 with the Company or otherwise attempted to invoke the Transition Agreement’s Board of  
17 Adjustment procedure with respect to the claim, described in Paragraph 2 of my  
18 Declaration, that US Airways has breached the Transition Agreement by entering into the  
19 MOU.

20 4. Notwithstanding the language in the Transition Agreement which limits the  
21 Board of Adjustment procedure to disputes initiated by US Airways or the US Airline  
22 Pilots Association, US Airways is willing to process to arbitration under the Transition  
23 Agreement any grievance filed by plaintiffs or any other individual pilots which asserts  
24 the claim (described in Paragraph 2) that US Airways has breached the Transition  
25 Agreement by entering into the MOU.

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I declare under penalty of perjury, under the laws of the United States of America,  
that the foregoing is true and correct.

EXECUTED this 4<sup>th</sup> day of April, 2013, in Charlotte, North Carolina.

/s/E. Allen Hemenway

E. Allen Hemenway

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