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

Don Addington, et al.,
Plaintiffs,
v.
US Airline Pilots Association, et al.,
Defendants.

No. CV-13-00471-PHX-ROS
ORDER

The Ninth Circuit remanded this case with instructions to enter an injunction against Defendant US Airline Pilots Association (“USAPA”). Plaintiffs (“West Pilots”) now seek a broad injunction to prevent any person or entity acting on behalf of former US Airways pilots from advocating something other than the Nicolau Award in the pending seniority integration arbitration. USAPA, the Allied Pilots Association (“APA”), and US Airways all oppose the injunction reaching as far as the West Pilots propose. The parties have been fully heard and oral argument would not aid in the resolution of the motion.

BACKGROUND

The Ninth Circuit’s opinion recounts the lengthy and very confrontational history between the West Pilots, the East Pilots,¹ and USAPA. That history is not relevant here

¹ As used here, “East Pilots” refers to the pilots at US Airways before the America West/US Airways merger.

1 other than the fact that USAPA was unable to combine the East and West pilots into a
2 single seniority regime after the America West/US Airways merger. While USAPA's
3 seniority integration problems persisted, US Airways announced it would merge with
4 American Airlines. After that merger the National Mediation Board certified APA as the
5 exclusive collective bargaining representative for all pilots for the merged airline which
6 the parties call New American. Because the pilots at New American could not agree on
7 an integrated seniority list, the matter of seniority proceeded to arbitration.

8 Believing it had authority to do so, APA designated separate committees to
9 advocate on behalf of discrete groups of pilots in the arbitration proceeding: one staffed
10 by USAPA, one staffed by the West Pilots, and one staffed by the pilots at pre-merger
11 American. USAPA, believing the West Pilots should not be allowed to participate, filed
12 a declaratory judgment action against APA. USAPA and APA settled that action by
13 agreeing a Preliminary Arbitration Board would determine whether APA had the
14 authority to allow the West Pilots to participate. The board decided APA did have such
15 discretion and that APA should allow the West Pilots committee to participate. APA
16 ultimately did so.

17 Accordingly, as of June 2015, "the American Airlines Pilots Seniority Integration
18 Committee, the USAPA Merger Committee, and the West Pilots' Merger Committee
19 [were] each set to participate in the upcoming [seniority list integration] arbitration."
20 *Addington v. US Airline Pilots Ass'n*, 791 F.3d 967, 979 (9th Cir. 2015). On June 26,
21 2015, the Ninth Circuit issued its opinion, finding USAPA had violated its duty of fair
22 representation in conducting the seniority integration of US Airways. To remedy that
23 violation, the Ninth Circuit remanded "with instructions to the district court to enter an
24 order enjoining USAPA from participating in the McCaskill-Bond seniority integration
25 proceedings, including any seniority-related discussions leading up to those proceedings,
26 except to the extent that USAPA advocates the Nicolau Award." *Id.* at 997.

27 Three days after the Ninth Circuit's decision, the USAPA Merger Committee sent
28 notice to the arbitration panel that USAPA would no longer be participating in the

1 arbitration. (Doc. 317-1 at 2). The letter explained this decision in peculiar language.
2 The letter stated the Ninth Circuit’s decision “prohibits USAPA from participating in the
3 [arbitration] subject to an exception that the position of the USAPA Merger Committee
4 submitted to the [arbitrator] does not satisfy. The USAPA Merger Committee is
5 therefore prohibited by the court of appeals’ decision from further participation.” The
6 letter also noted, however, that the East Pilots had a “statutory right . . . to a
7 representative who is free to formulate a position that is in the best interest” of the East
8 Pilots. In other words, the USAPA Merger Committee indicated the East Pilots were
9 entitled to have someone not subject to the Ninth Circuit’s ruling participate in the
10 arbitration. That is, someone who would not advocate the Nicolau Award.

11 Shortly after the USAPA Merger Committee withdrew from the arbitration, the
12 Chairs and Vice Chairs of the Philadelphia and Charlotte domiciles of APA requested
13 that APA appoint a new committee to represent the East Pilots in the arbitration.² (Doc.
14 317-1 at 8). At an informal hearing before the arbitration board, the arbitrators requested
15 briefing on three questions, two of which are relevant here. First, the arbitrators asked for
16 guidance on whether the APA should establish a new committee to represent the interests
17 of the East Pilots. And second, the arbitrators asked if a new committee representing the
18 East Pilots would be bound by the Ninth Circuit’s decision. (Doc. 322-6 at 6). After all
19 parties submitted briefing, the arbitrators issued a written decision answering the
20 questions.

21 The arbitrators first concluded APA should establish a new committee to represent
22 the East Pilots. (Doc. 322-6 at 13). According to the arbitrators, the West Pilots would
23 be an “advocate for the Nicolau Award” but the withdrawal of the USAPA Merger
24 Committee left “no advocate for those East pilots who are opposed to the Nicolau
25 Award.” (Doc. 322-6 at 14). Thus, the creation of a new East Pilots Merger Committee
26 would “contribute to a process that is fair and equitable in design” and would help
27 achieve “an integrated seniority list that is fair and equitable.” The arbitrators conceded,

28 ² Those domiciles are “composed of former US Air East pilots.” (Doc. 322 at 7).

1 however, that any new East Pilots Merger Committee might well be “limited by [the
2 Ninth Circuit’s decision].” (Doc. 322-6 at 14). But the arbitrators pointed out that even
3 if the new East Pilots Merger Committee were so limited, it might be able to address
4 “other areas” where its position varied from the position of “the West Merger
5 Committee.”

6 Ultimately, the arbitrators concluded only this Court could resolve the question of
7 whether the new East Pilots Merger Committee would be bound by the Ninth Circuit’s
8 decision:

9 The precise question of whether, or to what extent, any injunction
10 ultimately issued by the District Court on remand will limit advocacy in
11 this proceeding by a newly formed East Merger Committee is a legal
question for the court itself to resolve.

12 (Doc. 322-6 at 18).

13 After receiving this decision, the APA decided to appoint a new East Pilots
14 Merger Committee. The APA requested the “domicile representatives at the Charlotte
15 and Philadelphia bases” select the committee members. (Doc. 322 at 6). Those
16 representatives solicited applications from pilots and selected four individuals. (Doc. 322
17 at 7). Three of the chosen members had not been involved in the USAPA Merger
18 Committee but one member had been involved in a “purely analytical role.” (Doc. 317-1
19 at 17); (Doc. 322 at 7). The new East Pilots Merger Committee immediately retained the
20 law firm of Baptiste and Wilder as its counsel. (Doc. 317-1 at 17). Attorneys from that
21 firm had served as counsel to the USAPA Merger Committee. Later, the new East Pilots
22 Merger Committee also confirmed it planned to use the same experts as the USAPA
23 Merger Committee had planned to use.

24 The arbitration is scheduled to proceed on September 29, 2015. As of today, that
25 arbitration will include three groups: 1) the APA Merger Committee, advocating for the
26 integration most advantageous to pre-merger American Airlines pilots; 2) the West Pilots
27 Merger Committee, advocating for the Nicolau award; and 3) the new East Pilots Merger
28 Committee, advocating for the integration most advantageous to former US Airways

1 pilots (*i.e.*, not the Nicolau Award). The West Pilots seek injunctive relief limiting the
2 arguments the new East Pilots Merger Committee can present.

3 The West Pilots seek two types of relief. First, the West Pilots ask the Court to
4 join the APA as a defendant under Federal Rule of Civil Procedure 25(c). And second,
5 the West Pilots ask for the following permanent injunction:

6 USAPA, APA, and their officers, agents, servants, employees, and
7 attorneys, and those persons in active concert or participation with them
8 who receive actual notice of this order are hereby enjoined from taking any
9 action on behalf of legacy US Airways East pilots in the McCaskill-Bond
10 proceedings, including any seniority-related discussions leading up to those
11 proceedings, except to the extent that they advocate the Nicolau Award.

12 (Doc. 317 at 9-10). APA opposes the Rule 25(c) request and believes the proposed
13 language for the injunction is too broad. USAPA and US Airways take no position on
14 the Rule 25(c) request but they also oppose the West Pilots' proposed injunction as too
15 broad. In brief, APA, USAPA, and US Airways all believe the new East Pilots Merger
16 Committee should be allowed to advocate something other than the Nicolau Award.³

17 ANALYSIS

18 I. Joinder of APA

19 The West Pilots request "to join [APA] as a defendant" under Federal Rule of
20 Civil Procedure 25(c). APA opposes this request but argues it should be joined under
21 Federal Rule of Civil Procedure 19. For reasons set forth below, APA's approach makes
22 more sense; therefore, APA will be joined under Rule 19.

23 A. Rule 25(c) Does Not Apply

24 Rule 25(c) provides that when "an interest is transferred, the action may be
25 continued by or against the original party unless the court, on motion, orders the

26 ³ While the present case was on appeal, a group of West Pilots filed suit in the
27 Western District of North Carolina against USAPA arguing USAPA was expending
28 funds on actions meant to "advance only the interests of the East Pilots to the detriment
of the West Pilots." (Doc. 317-2 at 14). The district court agreed and, on August 26,
2015, issued a preliminary injunction prohibiting USAPA from spending any "USAPA
funds on any type of expenditure relating to, whether directly or indirectly, any merger-
or seniority-related matter." (Doc. 317-2 at 19).

1 transferee to be substituted in the action or joined with the original party.” This rule “is
2 designed to allow [an] action to continue unabated when an interest in the lawsuit
3 changes hands.” *In re Bernal*, 207 F.3d 595, 598 (9th Cir. 2000) (quotation omitted).
4 Interestingly, the Rule 25(c) inquiry appears to have very little real-world impact. The
5 rule recognizes the action “may” be continued against the original party even after a
6 transfer occurs. Thus, any “judgment will be binding” on the original party’s “successor
7 in interest” even if Rule 25(c) is not used to formally substitute or join the transferee. *Id.*
8 (quotation omitted).

9 In the present case, the West Pilots argue there was a transfer of interest after this
10 litigation commenced such that APA should be joined with USAPA. But it is not entirely
11 clear what “interest” the West Pilots are referencing or when the alleged transfer
12 occurred. The present litigation centered on USAPA’s breach of its duty of fair
13 representation. Thus, the “interest” at issue in this case appears to be liability on that
14 claim. The West Pilots, however, do not describe the “interest” at issue in those terms.
15 Instead, the West Pilots appear to describe the relevant “interest” as the “responsibility
16 for enforcing pre-merger collective bargaining agreements.” (Doc. 317 at 8). Later, the
17 West Pilots describe the relevant “interest” as “representation of the East Pilots in
18 seniority integration.” (Doc. 329 at 4). The West Pilots do not cite any authority
19 recognizing these “interests” as the “interests” at issue in a duty of fair representation
20 case.

21 The West Pilots cite cases where Rule 25(c) was invoked in the context of unions
22 but those cases involve substantially different scenarios. In some of the cases, Rule 25(c)
23 was invoked after two unions merged or where one union agreed to assume the prior
24 union’s debts. *Screen Actors Guild Inc. v. Fed. Ins. Co.*, 957 F. Supp. 2d 1157, 1165
25 (C.D. Cal. 2013) (Rule 25(c) motion “based on SAG’s recent merger with AFTRA,
26 another labor union”); *Lynn v. Sheet Metal Workers’ Int’l Ass’n*, 804 F.2d 1472, 1477 n.2
27 (9th Cir. 1986) (two unions had “joint responsibilities for . . . debts and responsibilities”).
28 It is undisputed USAPA and APA have not merged nor has APA agreed to assume

1 USAPA debts. Thus, these cases provide no support to the West Pilots.

2 The West Pilots also cite a 1983 case out of the Southern District of Texas. *Air*
3 *Line Pilots Ass'n Int'l v. Texas Int'l Airlines, Inc.*, 567 F. Supp. 78 (S.D. Tex. 1983).
4 There, the court granted substitution of a new union after an airline merger. That
5 decision, however, indicates the Rule 25(c) motion was unopposed and the court
6 provided no meaningful analysis of why substitution was merited. In fact, that court
7 observed it was “somewhat unclear . . . for what purposes” the substitution was being
8 sought. *Id.* at 81.

9 With no helpful authority and no clear statement of the “interest” transferred from
10 USAPA to APA, Rule 25(c) is not relevant. As stated by APA, “USAPA has not been
11 merged into APA” and USAPA “continues to operate as an independent organization,
12 with its own treasury.” (Doc. 322 at 9). Moreover, APA was not “created to circumvent
13 any obligation that USAPA may have incurred.” (Doc. 322 at 9). At present, the record
14 does not establish USAPA transferred a relevant interest to APA or that USAPA and
15 APA should be treated as a single entity. An order pursuant to Rule 25(c) is not
16 appropriate.

17 **B. Rule 19 Joinder**

18 In opposing the West Pilots’ Rule 25(c) motion, APA argued it should be joined
19 under Federal Rule of Civil Procedure 19. The West Pilots oppose this request, however,
20 hewing to their argument that Rule 25(c) provides a better approach. But having
21 concluded Rule 25(c) does not apply, the Court must now determine if Rule 19 applies.

22 Applying Rule 19 requires “three successive inquiries.” *E.E.O.C. v. Peabody W.*
23 *Coal Co.*, 400 F.3d 774, 779 (9th Cir. 2005). “First, the court must determine whether a
24 nonparty should be joined under Rule 19(a).” *Id.* If the nonparty should be joined under
25 Rule 19(a), “the second stage is for the court to determine whether it is feasible to order
26 that the absentee be joined.” *Id.* And the third stage is triggered when a nonparty cannot
27 be joined. In that situation, the court must determine if the case can proceed in the
28 nonparty’s absence. Because APA is requesting to be joined, and no party raises any

1 problem with joining APA, the second and third steps are not relevant here. If APA can
2 satisfy Rule 19(a), APA will be joined.

3 Rule 19(a)(1)(B)(i) requires a nonparty be joined if the nonparty “claims an
4 interest relating to the subject of the action” and “disposing of the action in the person’s
5 absence may . . . impair or impede the person’s ability to protect the interest.” That
6 provision describes APA in this case. APA is the “certified representative of all of the
7 pilots at the new American Airlines.” (Doc. 322 at 8). In that role, APA has a “strong
8 interest in ensuring that the seniority integration process . . . is fair, efficient, and not
9 susceptible to legal challenge.” (Doc. 322 at 8). APA has an interest in how the seniority
10 integration proceeding will occur. Given that the contours of the seniority integration
11 proceeding is precisely what is now at stake in this case, APA’s interest in that process
12 will be directly affected by this case. APA, therefore, is entitled to joinder to protect its
13 interest. Accordingly, APA meets the relevant Rule 19(a) requirement and will be joined
14 as a defendant.

15 **II. Language of Injunction**

16 Having joined APA, the final issue is the scope of the injunction required by the
17 Ninth Circuit’s mandate. Under the rule of mandate, “[a] district court that has received
18 the mandate of an appellate court cannot vary or examine that mandate for any purpose
19 other than executing it.” *Hall v. City of Los Angeles*, 697 F.3d 1059, 1067 (9th Cir.
20 2012). Based on the Ninth Circuit’s mandate, the Court must enter an injunction
21 prohibiting USAPA from participating in the arbitration unless it advocates the Nicolau
22 Award. Given recent developments, that relief appears unnecessary. That is, USAPA
23 has withdrawn from the arbitration and has stated it will make no efforts in the future to
24 become involved. This Court is not in the habit of issuing an injunction when there is no
25 longer a live controversy. See *Arizonans for Official English v. Arizona*, 520 U.S. 43, 48
26 (1997) (“The case had lost the essential elements of a justiciable controversy and should
27 not have been retained for adjudication on the merits by the Court of Appeals.”). But
28 prior to issuance of the mandate, the Ninth Circuit knew USAPA had withdrawn from the

1 arbitration. Despite that, the Ninth Circuit panel that issued the opinion made no changes
2 to its instructions.⁴ Thus, the Ninth Circuit wants a formal injunction prohibiting USAPA
3 from participating in the McCaskill-Bond proceeding and the Court will issue such an
4 injunction.

5 The much more difficult question is whether the injunction should explicitly reach
6 parties other than USAPA. A footnote in the Ninth Circuit opinion indicates the panel
7 did not believe an injunction against nonparties was appropriate:

8 We decline to order the issuance of the West Pilots' requested injunction
9 "that an unmodified Nicolau Award must be used to order the seniority of
10 the East and West pilots in the pending McCaskill-Bond process."
11 Although we have approved injunctions against nonparties . . . we decline
12 to do so here, where USAPA is a party to this suit and enjoining it alone
13 will provide effective relief to the West Pilots.

14 *Id.* at 991 n.12. Based on this language and the rule of mandate, an injunction against
15 nonparties is not permitted. The West Pilots disagree and believe a broader injunction
16 than that contemplated by the Ninth Circuit is necessary. Assuming for the moment the
17 rule of mandate does not prevent his Court from broadening the injunction, a broader
18 injunction is not appropriate on the record before this Court.

19 The West Pilots appear to make two arguments in seeking a broader injunction.
20 First, they argue "the new East Pilots Merger Committee is merely a continuation of the
21 USAPA Merger Committee; i.e., the new East Merger Committee is just wearing a new
22 nametag ('APA')." (Doc. 317 at 5). Thus, a broader injunction would merely recognize
23 that changing names does not prevent the injunction from applying. And second, the
24 West Pilots argue that even if the new East Pilots Merger Committee is distinct from
25 USAPA, the injunction should reach the new committee to preserve the remedy the Ninth
26 Circuit envisioned. Neither argument is convincing.

27 ⁴ In its Petition for Rehearing and Suggestion for Rehearing En Banc, USAPA
28 stated the Ninth Circuit's proposed injunction "led to withdrawal of USAPA's merger
representatives and postponement of the seniority integration proceeding, pending the
appointment of a new East Committee by APA." (14-15757, Doc. 62 at 6). USAPA
went on to point out that the case was now moot. (Doc. 62 at 19).

1 **A. New Committee is Not USAPA**

2 The new East Pilots Merger Committee consists of four individuals. Three of
3 those individuals were not members of the USAPA Merger Committee, and the record
4 does not contain any indication that those three individuals had any connection to
5 USAPA beyond mere membership. The fourth member of the new East Pilots Merger
6 Committee was a member of the USAPA Merger Committee, but the record before this
7 Court indicates he had limited involvement in the USAPA Merger Committee. On the
8 face of it, the fact that the new East Pilots Merger Committee is using the same lawyers
9 and experts the USAPA Merger Committee had planned to use is suspicious. But the
10 West Pilots offer no factual basis for concluding that decision was controlled by USAPA.
11 Instead, again, the record indicates that the new East Pilots Merger Committee was trying
12 to get up to speed in a very short time and it concluded using the same lawyers and
13 experts USAPA had planned to use would allow it to do so in the allotted time.

14 Based on these facts, the West Pilots have created some suspicions about the
15 involvement of USAPA with the new East Pilots Merger Committee. But creating
16 suspicion is not enough. The current record does not show, by even a preponderance of
17 the evidence, the new East Pilots Merger Committee is USAPA with a different nametag.
18 USAPA remains a distinct entity and there is insufficient evidence that the new East
19 Pilots Merger Committee is directly or indirectly under USAPA's control. *Cf. Int'l Ass'n*
20 *of Machinists v. Street*, 367 U.S. 740, 808 (1961) (Frankfurter, J., dissenting) (“[T]he law
21 regards a union as a self-contained, legal personality exercising rights and subject to
22 responsibilities wholly distinct from its individual members.”); *Am. Fed'n of Gov't*
23 *Employees Local 1 v. Stone*, 502 F.3d 1027, 1032 (9th Cir. 2007) (recognizing union had
24 standing to assert claims and legal rights separate from those of its members).

25 **B. West Pilots Not Entitled to Broader Injunction**

26 The West Pilots also argue that, regardless of whether the new committee has a
27 direct connection to USAPA, the new committee should be prohibited from arguing
28 something other than the Nicolau Award. It is not entirely clear why the West Pilots

1 believe they are entitled to such a broad injunction, especially in light of the Ninth
2 Circuit’s express refusal to give it to them in deciding the appeal. Again, the strict rule of
3 mandate makes it unlikely this Court even has the power to grant such an injunction
4 given that the Ninth Circuit explicitly refused to do so. But more importantly, imposing
5 an injunction against the new committee would result in an overbroad injunction.

6 “Injunctive relief . . . must be tailored to remedy the specific harm alleged.”
7 *Lamb-Weston, Inc. v. McCain Foods, Ltd.*, 941 F.2d 970, 974 (9th Cir. 1991). Here, the
8 specific harm consisted of USAPA’s clear misdeeds. The Ninth Circuit concluded the
9 appropriate remedy for those misdeeds is an injunction against USAPA. The West Pilots
10 have not explained why they are entitled to an injunction against nonparties to remedy
11 USAPA’s harmful activity.

12 The West Pilots’ proposed injunction also seems to run afoul of the basic
13 requirement that a court not “enjoin conduct that has not been found to violate any law.”
14 *Skydive Arizona, Inc. v. Quattrocchi*, 673 F.3d 1105, 1116 (9th Cir. 2012). In this case,
15 there was never an allegation that every single East Pilot engaged in misconduct. Thus,
16 an injunction against every representative of the East Pilots would be an injunction
17 requiring a remedy against entities and individuals with no connection to USAPA beyond
18 past membership.⁵ Absent truly unusual circumstances, that is not how injunctions work.
19 *See Zenith Radio Corp. v. Hazeltine Research, Inc.*, 395 U.S. 100, 112 (1969) (holding “a
20 nonparty with notice cannot be held in contempt until shown to be in concert or
21 participation” with the party enjoined).

22 The conclusion that nonparties should not be subject to the injunction comports
23 with the wishes of APA, US Airways, and most importantly, the McCaskill-Bond
24 arbitration panel. That panel, while ostensibly leaving the decision up to this Court,
25 strongly hinted that unfettered participation of the new East Pilots Merger Committee

26
27 ⁵ An order prohibiting any East Pilot, regardless of his or her connection to
28 USAPA, from advocating against the Nicolau Award would raise substantial First
Amendment problems. *See, e.g., Alexander v. United States*, 509 U.S. 544, 550 (1993)
 (“Temporary restraining orders and permanent injunctions—*i.e.*, court orders that
 actually forbid speech activities—are classic examples of prior restraints.”).

1 will be advantageous. The panel is well-aware of the history between the East and West
2 Pilots and, in fact, the panel has made clear that the Nicolau Award will receive the
3 appropriate amount of weight regardless of the positions put forth by the various merger
4 committees. That is, the arbitrators are on record as stating it will give the Nicolau
5 Award “the weight we believe it is entitled to receive in the context of a particular
6 seniority integration methodology that we utilize to develop a fair and equitable
7 integrated list.” (Doc. 322-6 at 19). Thus, the arbitrators know that an argument in favor
8 of the Nicolau Award from the East Pilots would only be due to court coercion. And
9 knowing of that coercion, the arbitrators would have “little reason [to] take” any
10 suggestions seriously. *Addington*, 791 F.3d at 1002 (Tashima, J., dissenting). There is
11 no sound basis for requiring such an empty act by the new East Pilots Merger Committee.

12 **C. Injunction Covers Those Acting in Concert**

13 The foregoing discussion is subject to a potentially large qualification. As
14 explained above, the injunction will not explicitly reach nonparties. But the injunction
15 will, as contemplated by Rule 65(d)(2), cover (1) USAPA; (2) USAPA’s officers, agents,
16 servants, employees, and attorneys; and (3) “other persons who are in active concert or
17 participation with anyone described” in numbers 1 and 2. This means that the new East
18 Pilots Merger Committee will have to decide whether it is, in fact, subject to the
19 injunction. Clearly on this record the West Pilots have not established the new
20 committee is in active concert or collusion with USAPA or USAPA’s agents. But if the
21 members of the new committee *are* working with USAPA or USAPA’s agents, the
22 injunction shall prohibit the new committee from advocating something other than the
23 Nicolau Award. Members of the new committee working in concert with USAPA who
24 advocate something other than the Nicolau Award will be subject to contempt sanctions.
25 The new committee members and their counsel must decide, at their substantial peril,
26 whether they are subject to the injunction.

27 **D. Conclusion**

28 The West Pilots knew within three days of the Ninth Circuit’s decision that

1 USAPA had withdrawn from the arbitration and that the East Pilots would seek to have
2 non-USAPA representatives at the arbitration. Therefore, the West Pilots had time to ask
3 the Ninth Circuit to revise its injunction analysis to cover that possibility but did not do
4 so. Based on the Ninth Circuit's instructions, this Court likely does not have the power to
5 grant the West Pilots relief the Ninth Circuit was unwilling to provide. But even if this
6 Court had such power, it would be not appropriate.

7 Accordingly,

8 **IT IS ORDERED** the Motion for Rule 25(c) Joinder of [the APA] and For
9 Issuance of Permanent Injunction (Doc. 317) is **DENIED IN PART AND GRANTED**
10 **IN PART**. The request for substitution is **DENIED** but the request for Permanent
11 Injunction is **GRANTED**.


12 **IT IS FURTHER ORDERED** USAPA and its officers, agents, servants,
13 employees, and attorneys, and those persons in active concert or participation with them
14 who receive actual notice of this order are hereby enjoined from taking any action on
15 behalf of legacy US Airways East pilots in the McCaskill-Bond proceedings, including
16 any seniority-related discussions leading up to those proceedings, except to the extent
17 that they advocate the Nicolau Award.

18 **IT IS FURTHER ORDERED** the Allied Pilots Association is **JOINED** as a
19 Defendant.

20 **IT IS FURTHER ORDERED** the Request for Judicial Notice (Doc. 332) is
21 **GRANTED**.

22 **IT IS FURTHER ORDERED** the hearing set for September 24, 2015 is
23 **VACATED**.

24 Dated this 22nd day of September, 2015.

25 
26 _____
27 Honorable Roslyn O. Silver
28 Senior United States District Judge