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Safety Bar  
Association



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# President's Message

by  
Jim Waldon

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Our 2018 IATSBA conference is just around the corner. Thanks to Tony Jobe and to our Board Members we have an incredible agenda lined up. We are excited about the conference. Please join us May 16 - 20, 2018 in Washington DC as we celebrate the National Transportation Safety Board's 50th anniversary. FAA Chief Counsel Charles Tripp and NTSB Chief Counsel Kathleen Silbaugh are just a few of our esteemed speakers from both the government and private sectors.

Thanks to a few of our veteran members our Gala Dinner will be held Friday evening, May 18 at the prestigious Army and Navy Club in Washington DC. The following is an excerpt from their website:

### Where Traditions and Camaraderie Reign

The Army and Navy Club has been a prestigious home away from home for the most illustrious names in America's military and political history. The Club is a private, members only, Five Star Platinum Club on Washington, DC's historic Farragut Square. Valued by members as a distinguished landmark where

traditions and camaraderie reign, the Club's timeless elegance and atmosphere are complimented with fine dining, delightful accommodations, an exceptional library and special events designed to benefit all members.

We will be presenting this year's winners of the Joseph T. Nall award at the gala dinner. Every year we present a Joseph T. Nall Safety Award to a person or team of persons who have made a significant contribution to aviation safety during his/her, or their lifetime. I am happy to announce this year's recipients are the Honorable Robert Sumwalt, NTSB Chairman, and Honorable Christopher Hart, Member NTSB.

### Spring Conference Sponsors

We are excited about our conference sponsors this year. Already the following firms and other companies have agreed to sponsor our conference

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**JIM WALDON** is a national aviation attorney. His practice focuses on aircraft transactions and regulatory matters. He is currently the managing partner at Paramount Law Group, an aviation law firm based in Seattle, Washington. Prior to founding Paramount, Jim worked as an aviation attorney at Lane Powell, Mokulele Airlines, Alaska Airlines and at TWA.



# Editor's Column

by  
Greg Reigel



**GREG REIGEL** is a partner with the law firm of Shackelford, Bowen, McKinley and Norton, LLP in Dallas, Texas. He has more than two decades of experience working with airlines, charter companies, fixed base operators, airports, repair stations, pilots, mechanics, and other aviation businesses in aircraft purchase and sale transactions, regulatory compliance including hazmat and drug and alcohol testing, contract negotiation, airport grant assurances, airport leasing, aircraft related agreements, wet leasing, dry leasing, FAA certificate and civil penalty actions and general aviation and business law matters.

Greg also has extensive experience teaching the next generation of aviation and legal professionals including in such courses as aviation law, aviation transactions, aviation security, business law and trial advocacy. Greg holds a commercial pilot certificate (single-engine land, single-sea and multi-engine land) with an instrument rating.

Spring has finally arrived for most of our members, including those in Minnesota, who received a “kick in the you know where” April snowstorm that dumped approximately 17” of the white stuff on the Minneapolis-St. Paul area. But here in Texas we have been enjoying spring for a while now. No, I do not miss those Minnesota winters. At all.

And with the arrival of spring you are also receiving this latest edition of the International Air and Transportation Safety Bar Association’s Reporter. Our spring conference in Washington, D.C. is just around the corner and to get you ready for the conference, this issue of the Reporter has a variety of articles I know you will find interesting.

Our outgoing President, Jim Waldon, provides us with a recap of recent IATSBA events and activities. He also gives us a sneak-peak at what you can expect at our upcoming conference on May 16-20, which you

won’t want to miss. Gary Garofalo and Jason Maddux discuss the “Alaska Guides Case” and impact of the FAA’s use of interpretations to side-step the rulemaking requirements of the Administrative Procedures Act.

Jim Hillman highlights the role insurance may play during mediation of a professional liability (e.g. medical, legal, etc.) case and some of the issues with which counsel in those cases should be familiar. And Jeffrey Small recaps the roller-coaster ride the US Airways pilots endured during the tumultuous time from 1997 to 2008 and the recurring issues they faced.

If you are still on the fence regarding attending the spring conference, in this issue you will find the spring conference agenda and speakers list. Once you read through the anticipated presentations, I think you will agree that this conference has something for everyone, and then some.

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# Editor's Column

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As with each issue, I am thankful to the contributors who have stepped up to share their experiences and expertise with our members. But having said that, I will once again pen my request for articles and content that would be interesting and useful to our members for future issues. We need your help and contributions to make the Reporter the valuable member benefit I hope it is.

Finally, if you would like to submit an article or if you have an announcement, news, a press release or an event you would like to share with other IATSBA members, please send me the details so we can include your information in the Reporter.

I hope you enjoy this edition of the Reporter.

# President's Message

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Tripp Scott  
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Thank you to our sponsors!  
Please contact me if you would like to sponsor our conference.

## IATSBA Social at NBAA in Las Vegas

We had a great turnout last October at the NBAA Conference in Las Vegas at our IATSBA social. Thank you to all who attended.

## Scholarship Program

We presented a scholarship award at the SMU Air Law Symposium in Dallas last month. Vincent Lesch, our membership director presented the award.

Many of you have been helpful in our efforts listed above. Thank you! If anyone else is interested in joining and/or being active with us, please visit IATSBA.org. We are a great group of aviation law practitioners and we would love to have you join us.

Jim Waldon, President, IATSBA



# Overturning Alaska Guides

by  
Gary B. Garofalo &  
Jason E. Maddux



**JASON E. MADDUX** is a principal at Garofalo Goerlich Hainbach PC. His practice encompasses a broad range of regulatory issues affecting domestic and foreign commercial and business aviation operators. He also assists clients with aircraft transactions and conducting due diligence for aviation asset transactions. He holds a private pilot certificate.



**GARY B. GAROFALO** is a principal of Garofalo Goerlich Hainbach PC. He has over 50 years of experience advising clients in aviation regulatory and aircraft transactional matters. He has served on FAA rulemaking committees and NBAA industry committees. He also was a founding member of what is now IATSBA. He is a licensed and active private pilot.

If your office is anything like ours, the “Alaska Guides Case” is mentioned frequently and is highly revered. More officially known as *Alaska Professional Hunters Association v. FAA*, 144 F.3d 1030 (DC Cir. '99), the Alaska Guides Case confirmed the view of the District of Columbia Circuit Court of Appeals that “[w]hen an agency has given its regulation a definitive interpretation, and later significantly revises that interpretation, the agency has in effect amended its rule, something it may not accomplish without notice and comment.” *Id.* at 1034. In other words, for an agency to change an existing, definitive interpretation of its own rules, the agency must conduct a rulemaking under the Administrative Procedures Act (“**APA**”).

The “Alaska Guides Case” concerned Alaskan lodges that offered air transportation to and from their remote locations, as well as side trips, for the same flat fee that also included food, lodging, and guide services for hunting and fishing. Since 1973, the Federal Aviation Administration’s (“**FAA**”) Alaska Region “consistently advised guide pilots that they were not governed by regulations dealing with commercial pilots.” *Id.* at 1031. This meant, among other things, the guide pilots did not have to hold air carrier or commercial pilot certificates issued by the FAA. The lodges also did not have to hold air carrier certificates.

That was the state of the law until 1998 when the FAA published a “Notice to Operators” in the Federal Register “announc[ing] that Alaskan guides who transport customers by aircraft to and from sites where they provide guide services, with transportation included in the package price of the trip, henceforth must comply with the regulations of parts 119, 121 and 135, as applicable.” *Id.* at 1033. Specifically, “[i]n the future the FAA would treat these guides as commercial operators or air carriers, transporting passengers for compensation or hire.” *Id.*

The Alaska Professional Hunters Association and two Alaskan guide pilots petitioned the D.C. Court of Appeals to review the FAA’s Notice to Operators. Upon review, the DC Circuit followed its reasoning in a line of cases dating to 1997’s *Paralyzed Veterans of Am. v. D.C. Arena L.P.*, 117 F.3d 579, and concluded, “[i]f FAA now wishes to apply those regulations to these individuals, it must give them an opportunity to comment before doing so. The Notice to Operators was published without notice and comment and it is therefore invalid.” *Id.* at 1036.

For nearly 16 years, to the aviation law practitioner, the Alaska Guides Case represented a decisive victory by the little guy against the big bad, overbearing federal agency. Though FAA, like any federal agency, is accorded great deference when

# Overturning Alaska Guides

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interpreting its governing statute and implementing regulations, according to the D.C. Circuit Court of Appeals, if the FAA wants to change an existing, definitive interpretation, it must do so through notice and comment rulemaking. Unfortunately for the Alaska guide pilots, that all changed in March 2015 when the U.S. Supreme Court decided *Perez v. Mortgage Bankers Association*, 135 S.Ct. 1199 (2015).

*Mortgage Bankers Association* concerned the Department of Labor's classification of mortgage-loan officers. In 2006, the Department of Labor "issued an opinion letter finding that mortgage-loan officers fell within the administrative exemption under" its current regulations, meaning mortgage-loan officers were not subject to the Fair Labor Standards Act's minimum wage and maximum hour requirements. *Mortgage Bankers Association*, 135 S.Ct. at 1205. However, in 2010, the Department of Labor issued a new interpretation withdrawing the 2006 interpretation and concluding that mortgage-loan officers do not qualify for the administrative exemption, i.e. they were subject to the Fair Labor Standards Act's minimum wage and maximum hour requirements.

The Mortgage Banker Association (MBA) challenged the new interpretation before the District Court of the District of Columbia. Though the District Court ruled in the Department

of Labor's favor on other grounds, the D.C. Circuit Court of Appeals reversed citing the *Paralyzed Veterans* precedent. The D.C. Circuit Court of Appeals "concluded that the 2010 Administrator's Interpretation had to be vacated" because a notice-and-comment rulemaking had not been used to overturn the prior, conflicting interpretation. *Id.* at 1206.

Enter the Supreme Court, which disagreed. After confirming that the Department of Labor's 2010 interpretation was an interpretative rule under the APA versus a legislative rule, the Court held that "§ 4 [of the APA] specifically exempts interpretative rules from the notice-and-comment requirements that apply to legislative rules." *Id.* As such, the doctrine established by the D.C. Court of Appeals in the *Paralyzed Veterans* line of cases, including the Alaska Guides Case, "is contrary to the clear text of the APA's rulemaking provisions, and it improperly imposes on agencies an obligation beyond the maximum procedural requirements specified in the APA." *Id.* Moreover, "[b]ecause an agency is not required to use notice-and-comment procedures to issue an initial interpretive rule, it is also not required to use those procedures when it amends or repeals that interpretive rule." *Id.* As such, the Department of Labor's 2010 interpretation was validly adopted.

# Overturning Alaska Guides

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It is unclear what, if any, action FAA ever took in response to the Alaska Guides Case, though Congress may have tied the FAA's hands. Section 732 of the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century required Alaska guide pilot operations be regulated under 14 CFR Part 91. That legislation also directed the FAA to conduct a rulemaking codifying that requirement along with a few specifics enumerated in the legislation.

Interestingly, an item currently appears in the FAA's regulatory agenda titled "Regulation of Flight Operations Conducted by Alaska Guide Pilots," which states it is in response to this statutory directive. Though that law went into effect in April 2000, the FAA did not initiate the rulemaking process until May 2010 and according to the regulatory agenda, has made no progress since then. The FAA may turn its attention to this project someday.

The overturning of the Alaska Guides Case may have no practical impact on how the FAA conducts business. In other contexts, the FAA has not adhered to the Alaska Guides precedent in the first instance. For example, the FAA Chief Counsel has issued an interpretation overturning a prior interpretation by the same office or a regional counsel's office without providing notice and comment. See Memorandum to John Duncan, Manager, Air Transportation Division,

Flight Standards Service, from Rebecca MacPherson, Assistant Chief Counsel for Regulations (Mar. 30, 2011). At the same time, the FAA has published proposed interpretations and requested comments when there will be a conflict between a prior and a proposed interpretation. See *Interpretation of Flight Time Limitations*, 80 Fed.Reg. 19251 (Apr. 10, 2015) and Letter to Aaron Enzer from Lorelei Peter, Acting Assistant Chief Counsel for Regulations (Aug. 24, 2015).

It also is unclear what actions the FAA will take regarding Alaska guide pilots in response to the Supreme Court ruling. With the above long-term rulemaking in progress, our guess is precious little. Whether the FAA does or does not, without the Alaska Guides Case being mentioned at least once a week, our office will never be the same.



# Professional Liability Insurance

by:  
Roger Hillman

## INSURANCE: THE ELEPHANT IN THE ROOM IN PROFESSIONAL LIABILITY MEDIATION

In the preparation for and participation in mediation, it is imperative that counsel, both for plaintiffs and defendants, be conscious of the critical role insurance has in resolving any liability matter. Personal (e.g. auto, homeowners) and commercial (e.g. CGL, professional liability) insurance policies impose on the insurer the “duty to defend” any suit or claim under the policy. Coextensive with this is the carrier’s right to control this defense including the decision to settle which rests exclusively with the carrier.

The exceptions to this exclusive right to settle are professional liability policies (medical, legal). These policies universally include a “consent to settle” clause, which provides that the carrier will not settle any suit or claim without the consent of the insured. This often results in personal counsel for the insured participating in the mediation, even if insurance limits aren’t at play. Policies differ on the treatment of a settlement that the carrier finds reasonable and warranted but to which the insured refuses to consent. Some policies allow the carrier to settle without the insured’s consent, if it finds said consent to be “unreasonably” withheld. Other policies may also

provide that, if the insured refuses to consent to a settlement acceptable to the claimant and found reasonable by the carrier, the coverage going forward shall be limited to the amount of the proposed settlement and defense expenses incurred to that date.

Settlement of a professional liability matter has consequences for the defendant well beyond the depletion of his or her insurance policy limits and a damaged ego. In the case of a healthcare provider, any such settlement must be reported to the National Practitioner Data Bank (“**NPDB**”). This is a Federal clearinghouse that maintains information (to a great extent negative information) on healthcare practitioners, including malpractice verdicts and settlements. The NPDB is accessed whenever a practitioner applies for employment, credentials, preferred provider status, and professional liability insurance. In addition, a report to the NPDB is, in turn, reported to the applicable state licensing authority. In many states, including Washington, this report triggers, at a minimum, a disciplinary investigation. Any of these could result in a significant negative impact on the practitioner.



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# Professional Liability Insurance

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While the consequences of a liability settlement on other professionals (lawyers, accountants, etc.) are not as draconian as on healthcare professionals, they still may be substantial. Such settlements, whether of a suit or a claim, should (must) be disclosed to potential employers and insurers. This albatross will follow the professional throughout her or his career.

Many professional liability policies are “self-reducing”; i.e. defense costs are included in, rather than above and beyond, policy limits.

Such a policy adds another wrinkle to mediation. In a high value case, in which demand is at or above policy limits, by not settling, thus requiring the defense to continue to incur legal fees and costs, plaintiff must be cognizant that the funds being spent going forward reduce the amount available for settlement. In other words, he or she is spending “his or her own money.”

Awareness and consideration of these factors going into the mediation of a professional liability claim or suit will increase the prospects for a successful resolution.

# US Airways: 1998-2008

by:  
Jeffery Small

*This article traces the events experienced by the US Airways pilots during the period from 1998 to 2008. From optimism with new management, and the promise of major expansion followed by 9/11 and the events that resulted - two bankruptcies, the loss of their pension plan and constant demands for concessions to keep the company in business, and then a merger and eventual decertification of their union. The decade was quite a turbulent period for the pilots employed by US Airways.*

## COLLECTIVE BARGAINING AND LABOR RELATIONS UNDER THE RAILWAY LABOR ACT: THE TUMULTUOUS DECADE OF THE US AIRWAYS PILOTS FROM 1998-2008<sup>1</sup>

<sup>1</sup> Any opinions expressed in this article are those of the author only and are not to be attributed to the author's former employer, the Air Line Pilots Association.

### I. A Brief History of the Carrier

US Airways was founded in 1939 as All American Aviation. In 1949 the company switched from airmail to passenger service and became Allegheny Airlines. The airline absorbed Lake Central and Mohawk Airlines (in 1968 and 1972 respectively) to become a major regional carrier headquartered in Pittsburgh, Pennsylvania. In 1979 Allegheny Airlines changed its name to US Air. The company began expansion efforts beyond the northeastern region, completing purchases of Pacific Southwest Airlines in 1988 and Piedmont Airlines in 1989. In 1992 US Air began operation of the former Trump Shuttle when it purchased a 40% stake in the company. (In 1997 US Airways bought the remainder of the Trump Shuttle and merged the operations into US Airways on July 1, 2000.)

In 1996 Stephen Wolf and Rakesh Gangwal joined the company.

Wolf had been president of Continental Airlines, Republic Airlines, Tiger International and United Airlines. He had successfully managed the merger or sale of Republic, Tiger and United. In early 1997 US Air changed its name to US Airways and adopted new corporate branding to identify itself as a major domestic and international airline.

In 1997 the US Airways pilots achieved significant gains in wages and benefits in their new collective bargaining agreement (the "CBA") with the carrier. The CBA was designed to bring the US Airways pilots' wages and productivity to "parity plus one percent" with the other major carriers (American, Delta, Northwest and United). The pilots achieved major gains in the new contract, including adding industry leading widebody pay rates in anticipation of acquiring the equipment. Concurrently, management embarked on a massive expansion program. The



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# US Airways: 1998-2008

continued

largest purchase of equipment by any carrier was announced: 400 Airbus A320 aircraft were to be acquired by US Airways. (120 firm orders were placed at that time.) By early 1998 US Airways was positioned to become one of the major world airlines.

The management team of Steven Wolf and Rakesh Gangwal originally planned to sell the airline. However, when it became apparent that no buyers were interested they attempted to expand and manage the carrier.

## **II. Recurring Issues During the Decade:**

### **A. The Company was not the right size.**

US Airways was not the proper size to effectively compete. The company had outgrown its regional roots. With the acquisition of Piedmont and PSA, US Airways had a national presence. However, it was not the proper size to compete with United, American, or Delta. Since it did not have an international route structure it also was not well positioned to compete with Northwest or Continental Airlines. This was the challenge faced by the new management in 1998. After it became apparent that the sale of the carrier or merger with another carrier was not possible vigorous expansion was undertaken to address this problem.

### **B. The Need for Small Jets.**

In the negotiations that led to the signing of the 1997 CBA the company failed to anticipate its need for small jets

to feed the mainline carrier. (The other major carriers had realized this need and were establishing small jet systems to feed their mainline operations.) US Airways was limited by the contract language carried forward from the old regional agreement, which allowed only minimal code sharing and use of small jets under the US Airways livery. Over the next decade management continually attempted to obtain additional rights to use small jets in the US Airways system. This demand became a constant issue between the pilots and management since the pilots saw the use of small jets, especially those flown by commuter airlines, as a serious threat to their job security.

### **C. The Fundamental Changes Caused by 9/11.**

US Airways was the first airline affected by the profound changes in the airline industry caused by the events of 9/11. The fact that the carrier had a dominant presence in the northeast and the closing of Washington National Airport, where US Airways was the largest carrier, caused an immediate crisis for the carrier. For the carrier to survive, major changes needed to be made to the carrier's cost structure.

### **D. Labor was the "weakest link" in the carrier's cost structure.**

After 9/11 huge concessions were asked of the labor groups since labor was the most significant area of cost that could be cut. The other major costs of running the airline had very limited potential for savings. Fuel, airline maintenance and acquisition,

# US Airways: 1998-2008

continued

landing fees and the like had limited potential for reduction.

## **E. As US Airways situation continued to deteriorate the anger of the rank and file increased.**

When the initial concessions proved inadequate to return the company to profitability, additional concessions became necessary. The line pilots became more frustrated as management demanded additional give backs. One difficulty was the union leadership's limited ability to fully communicate the significance of the company's financial problems since they were bound by confidentially agreements. In addition, some union leaders refused to acknowledge the depth of the company's difficulties. This caused many of the line pilots to refuse to believe that additional concessions were necessary for the company to continue in business. By the time the company contemplated a second bankruptcy filing the union leaders who controlled a majority of the votes on the union's governing body, the Master Executive Council (the "**MEC**"), refused to support management's demands.

## **F. The Pilots Seniority Dilemma.**

Fearing the demise of the company, many pilots considered leaving US Airways. However, signing on with another carrier meant being placed at the bottom of that carrier's seniority list. Of course, furloughed pilots had no choice. Nonetheless, many pilots who had jobs at US Airways decided to leave the employ of the company since they feared possible liquidation of the airline.

## **G. The 2005 Merger with America West Airlines led to the decertification of ALPA as the bargaining agent of the US Airways pilots.**

After the two bankruptcies, the loss of the pilots' pension and the other concessions the US Airways pilots were already dissatisfied with their union, the Air Line Pilots Association ("**ALPA**"). When the merged seniority list (arbitrated under the ALPA Merger Policy) was released, the US Airways junior first officers, feeling that their seniority rights were unjustly diminished under the arbitrator's award, led a revolt against their union. Ultimately, ALPA was decertified and the US Airline Pilots Association ("**USAPA**") became the pilots' bargaining agent. The stated goal of USAPA was to avoid implementation of the arbitrated seniority list.

## **III. Chronological Sequence of Events—1998-2008**

### **1998-1999 Optimism with New Management**

The pilots of US Airways were optimistic. A new management had arrived. ALPA had just completed negotiations of the new contract, effective on December 4, 1997, which improved working conditions and promised parity with the major carriers. Management had vigorous expansion plans. Expansion meant new vacancies and upward mobility for the pilots. No one knew that 1999 would be the last profitable year for the company until 2006. Between 1995 and 1999 the company had reported approximately \$2 billion in profits.

# US Airways: 1998-2008

continued

The future looked bright with new job opportunities as expansion began.

## **2000 The Company realizes the need for small jets and tries to merge**

The company's need for additional feed from small jets was partially remedied when Letter of Agreement 79 was signed. That agreement expanded the permissible number of Small Jets ("SJs") that could be flown under the US Airways livery by 35. In exchange for parity review modifications and increases in the minimum growth commitment, the company could use SJs having up to 50 seats.

On May 24, 2000, a merger between US Airways and United Airlines was announced. United offered to pay \$51 a share for US Airways stock, substantially above market value. All labor negotiations ceased, with merger issues taking priority. Management became "singularly focused" on consummating the merger. During the next year the company lost competitive position in key markets as it devoted resources to the merger. The company reported a loss of \$165 million for the year.

## **2001 Abandonment of UA merger, retrenchment and 9/11**

Under the 1997 CBA the US Airways pilots would be brought to wage parity with the major carriers. When the first parity review was completed, the US Airways pilots received an adjustment increasing hourly rates by 16.99% effective May 1, 2001.

On July 27 an announcement was made that the United merger had been terminated. It was stated that regulatory issues had caused the deal to collapse. Also, it appeared that United's offer to buy the stock of US Airways at \$51 a share was too generous.

On August 15 President Rakesh Gangwal announced a new plan for US Airways. It appeared that the expansion plans may have been too optimistic. And since the company had planned to merge with United, little attention had been paid to the deteriorating competitive position of the carrier while the merger was pending. Thus, Plan "B" was Announced by President Gangwal: The airline would be downsized with SJs flown on the mainline.

On September 11 the terrorist attacks occurred, with all commercial aviation operations suspended for two days and Reagan National Airport ("DCA") closed to all air traffic. Phased reopening of DCA did not begin until October 4, 2001. Although 9/11 created a crisis for all US commercial airlines it was devastating for US Airways. The shutdown of DCA hit US Airways hardest since the carrier accounted for 43% of the DCA flights prior to 9/11 and DCA was one of the carrier's major hubs.

On November 27 President Gangwal resigned and received a multimillion dollar severance package.

The company reported a loss of \$2.1 billion for the year.



# US Airways: 1998-2008

continued

## **2002 Urgent need for employee concessions to stay in business; first Restructuring Agreement is negotiated—company declares bankruptcy**

CEO Wolf personally conducted road shows announcing the need for employee concessions. To continue in business, the Company needed to achieve major cost reductions from its labor groups to secure a loan from the Airline Transportation Stabilization Board (“**ATSB**”).

On March 7, President Wolf announced his resignation. He also received a multimillion dollar severance package. On March 11 David Siegel became the new CEO and brought a new management team with him.

On May 1 the second parity review pursuant to the CBA was completed and the pilots received a 16.07% increase in hourly pay rates effective May 1, 2002. However, later in May the company unveiled its Restructuring Plan in a meeting with all the carrier’s unions. On May 21 the company met with ALPA; explains details of restructuring demands for pilot group. Over \$500 million in pilot concessions are needed. The Union’s governing body, the MEC authorizes Restructuring Negotiations.

After a month of intense negotiations, on July 13, 2002 the MEC agreed to send out the company’s “final offer” to pilots for ratification. The company wanted an agreement with the pilots in the hope that the other employee groups would then also agree to its concession demands.

The total package negotiated with ALPA granted the company 85% of its request—approximately \$465 million in yearly concessions for 6 ½ years.

On August 8, 2002 the ratification vote was completed with pilots voting in favor by 75%-24%. On August 11, 2002 Restructuring Agreement I became effective, retroactive to July 1, 2002, upon signing by ALPA President Capt. Woerth.

On August 11 the company filed for bankruptcy protection.

On October 30, 2002 the company informed the MEC that restructuring concessions were not adequate because of revenue shortfall and additional yearly concessions of \$400 million were needed - one half to come from labor.

On November 7, 2002 the MEC passed resolutions authorizing additional SJ relief and continued discussion of company’s needs for concessions.

Following further intense negotiations, on December 13, 2002 the MEC ratified Restructuring Agreement II authorizing additional productivity and wage concessions valued at \$101 million yearly and additional pension concessions valued at \$78 million yearly.

## **2003 Termination of Pilots’ Pension Plan, Iraq War, New Investments allow company to exit bankruptcy**

In January 2003 the company received its second conditional loan

# US Airways: 1998-2008

continued

approval from ATSB. On January 30, 2003 the company announced that it must terminate Pilots' Defined Benefit Pension Plan (the "**Plan**") to obtain the ATSB loan and then issued a "Notice of Intent to Terminate" to all Plan participants.

In February 2003 ALPA filed a formal objection in the bankruptcy court opposing the company's proposed termination of the Plan.

On March 1, 2003 the bankruptcy court ruled that the company's request to terminate the Plan is permissible under ERISA and further held that the question of whether termination is permitted under the CBA must be decided by the System Board of Adjustment, not the bankruptcy court. The court also ruled that the company could enter a follow-on Defined Contribution Plan (the "**DC Plan**").

March 19, 2003: Bombing of Iraq began; Company reported bookings down 40%.

March 22, 2003: MEC agreed to follow-on DC Plan and contractual modifications; ALPA withdrew its opposition to termination of pension plan.

March 28, 2003: Pension Benefit Guarantee Corporation ("**PBGC**") approved Pilots' Modified DC Plan.

March 31, 2003: Through an investment from the Retirement Systems of Alabama (RSA) of \$240 million and ATSB loan funds (total of

\$1 billion) company emerged from bankruptcy.

April 4, 2003: David G. Bronner, RSA Chief, becomes Board Chairman

May 12, 2003: Having obtained additional flexibility to fly SJs under the US Airways livery the company announced order for 85 EMB-170 aircraft to be flown by Mid Atlantic Airways ("**MDA**"), a division of US Airways. Flying the aircraft as a division of the company allowed operation of the aircraft at a lower cost since the mainline contract did not apply.

December 16, 2003: The relationship between management and ALPA was deteriorating; MEC Chairman called for removal of company CEO David Siegel.

The company ended the year with an operating loss of \$250.5 million; however, due to the reorganization net income was listed as \$1,460.9 million. Nonetheless, the year-end auditor's report stated the company's situation "raises substantial doubt about its ability to continue as a going concern."

## **2004 Management changes, additional concessions needed, company again files for bankruptcy**

February 20, 2004: David Bronner and Bruce Lakefield (from RSA) spoke to the MEC in Charlotte. MEC passed a resolution stating that the Association will "participate in the creation of a plan to return US Airways to profitability."

# US Airways: 1998-2008

continued

March 12, 2004: US Airways Group reached agreement to repay \$250 million of the \$1 billion loan (90% guaranteed to the ATSB); the amount owed to ATSB was reduced by \$225 million.

April 2004: MDA began revenue flying of EMB-170 aircraft as a division of US Airways. Initial positions were filled by US Airways pilots furloughed from the mainline.

April 9, 2004: MEC removed Chairman and Vice-Chairman of Negotiating Committee; the two other members resigned on April 12. New Negotiating Committee took office and its first task was to present the Consolidated Small Jet Agreement ("**LOA 91**", negotiated by the previous committee) to the membership for ratification.

April 19, 2004: CEO David Siegel resigned and received a multimillion dollar severance package. Bruce Lakefield was appointed as CEO. CFO Neal Cohen resigned effective May 3, 2000 and received multimillion dollar severance package. Dave Davis was then named CFO.

May 10, 2004: LOA 91 was ratified by 76%-24%. It replaced all relevant SJ agreements and granted additional flexibility to the company in case it became necessary to sell the MDA aircraft or entire operation to raise cash.

May 17, 2004: The company presented US Airways Transformation Plan Pilot Cost Target to ALPA calling

for \$295 million in additional yearly cost reductions from the pilot group.

June 10, 2004: Transformation negotiations commenced between the company and ALPA with presentation of Association's Transformation Program Term Sheet.

September 6, 2004: Transformation negotiations concluded with presentation of company's last proposal to the MEC. MEC, by roll call vote, refused to send out proposal for membership ratification. Negotiations terminated. A second bankruptcy appeared to be imminent.

September 12, 2004: The company filed for bankruptcy protection.

September 23, 2004: Negotiations resumed in bankruptcy.

October 1, 2004: Tentative Agreement reached by pilots' Negotiating Committee and the company; the resulting Transformation Plan cuts the company's costs by an average of \$367.4 million annually over 5 years. The Agreement, negotiated in bankruptcy, resulted in greater concessions by the pilots than were proposed by the company prior to the September 12 bankruptcy filing.

October 21, 2004: Transformation Plan ("**LOA 93**") was ratified 58%-42%. In addition to other concessions, LOA 93 allowed larger SJs to be deployed at MDA (EMB-190s) and other express carriers (CRJ-900s).



# US Airways: 1998-2008

continued

October 25, 2004: CFO Dave Davis resigned.

**2005 Other US Airways Unions participate in cost savings, MDA is sold to raise cash, America West merger is announced, US Airways is able to exit bankruptcy as a “low cost carrier”**

January 5, 2005: Flight Attendants ratified cost savings agreement.

January 6, 2005: Bankruptcy Judge Stephen Mitchell approved the motion to terminate the IAM labor contract and approved a request to terminate the machinists and flight attendants pension plans. Concessionary agreements were also reached with other labor groups.

January 13, 2005: US Airways and ATSB reached agreement that provided operating cash through June 30th.

January 21, 2005: IAM ratified the concessionary agreement.

March 14, 2005: MDA was sold to Wexford-Republic Holdings. The transaction included a \$125 million capital investment in US Airways by Wexford and purchased options for MDA to include gates and slots for \$110 million (within bankruptcy at US Airways' option) or \$58 million for MDA outside of bankruptcy. Existing jet service agreement would apply to Republic.

May 19, 2005: A merger was announced between US Airways Group and America West Holdings

Corporation which would create the sixth largest US carrier by capacity. The company stated the merger would create the “First nationwide full service low-cost airline.” \$1.5 billion was raised to finance the deal. Douglas Parker, President of America West Airlines, would become President and CEO of the new entity.

July 22, 2005: America West and US Airways received ATSB approval for merger.

July 23, 2005: America West and US Airways merger cleared Department of Justice review.

August 2, 2005: MEC voted to accept the profit sharing plan offered under the company's proposed Plan of Reorganization pursuant to LOA 93.

September 2005: US Airways and America West pilots, through a combined negotiating committee, finalized negotiation of the terms of a Transition Agreement. The Agreement stated that the pilot groups would remain separate and covered by their employment agreements until the “Operational Pilot Integration” was completed. ALPA agreed not object to the Company's Plan of Reorganization. The parties also agreed that the company would obtain EMB-190 equipment (large SJs) and fly the aircraft on the mainline.

September 14, 2005: The Transition Agreement was approved by US Airways management and by the US Airways MEC and the America West MEC. (The EMB-190 portion

# US Airways: 1998-2008

continued

of the transition agreement was submitted for membership ratification; the EMB-190 portion of the agreement was ratified by the pilots on October 1, 2005.)

September 16, 2005: US Airways Plan of Reorganization received Bankruptcy court approval.

September 21, 2005: Purchase of MDA was completed by Republic.

September 27, 2005: US Airways exited bankruptcy; US Airways Group finalized the transaction enabling America West and US Airways to begin operating under US Airways Group. The new US Airways began trading on the New York Stock Exchange as "LCC" (Low Cost Carrier).

October 24, 2005: ALPA Executive Council adopted resolution establishing the Policy Initiation Date for the US Airways-America West merger, which started the formal policy for merging the pilot groups of the two carriers in accordance with the ALPA Merger Policy.

November 15, 2005: The US Airways and America West Joint Negotiating Committee (the "**JNC**") and US Airways management began negotiations over a joint contract.

December 12, 2005: The JNC reported brisk progress on closing administrative sections of the joint agreement (non-economic issues) to their MECs. Tentative agreements were reached in 10 sections and 4

others were closed except for economic issues.

## **2006 Recalls begin, the Company finally becomes profitable again, another attempt at a merger, and Intra Union Issues Surface**

January 2, 2006: Through an alternate strike process George Nicolau was proposed by US Airways Merger Committee and accepted by America West Merger Committee as the arbitrator for the seniority integration arbitration with America West, if necessary.

February 10, 2006: US Airways announced recall of 55 furloughed pilots.

February 14, 2006: US Airways announced recall of approximately 400 flight attendants.

Week of April 9, 2006: AAA and AWA Merger Committees met pursuant to ALPA Merger Policy. Negotiations ended in September 2006. No Agreement on an integrated seniority list was reached. Issues related to the relative seniority of the pilot groups (US Airways had a senior workforce and 1,750 pilots on furlough when the merger was announced while America West has a relatively junior workforce and was hiring) made voluntary agreement to a merged seniority list extremely difficult.

May 9, 2006: US Airways Group reported first quarter profit of \$64 million. CEO Parker stated "looking forward we anticipate a very strong

# US Airways: 1998-2008

continued

spring and summer and now expect to be profitable for the full year 2006.”

May 27, 2006: MDA operated its final flight as a division of US Airways. Furlough letters were sent to 123 remaining MDA pilots. (The MDA operation started revenue flights on April 4, 2004, with 365 pilots serving MDA. 66,153 flights were flown from April 4, 2004 until May 27, 2006, carrying more than 3.3 million passengers.) Republic Airlines assumed control of all MDA assets.

November 15, 2006: US Airways proposed a merger with Delta in a deal valued at approximately \$8 billion in cash and stock.

December 5, 2006 through January 26, 2007: Seniority arbitration hearings between the US Airways pilots and the America West pilots commenced before Arbitrator Nicolau and two pilot neutrals from other ALPA carriers.

2006: For the year 2006 US Airways reported a profit of \$303 million—the first annual profit since 1999.

## **2007 The Proposed merger with Delta is abandoned, the result of the merger arbitration between the US Airways and America West pilots creates a firestorm among the US Airways pilots**

January 10, 2007: US Airways raised its bid for Delta.

January 31, 2007: US Airways abandoned its bid for Delta. CEO Doug Parker expressed his disappointment with the Delta Creditors Committee, stating the US Airways proposal would have provided more value to Delta’s unsecured creditors than the Delta stand-alone plan, but “it is now clear that there will not be an opportunity with the Committee to move forward in a timely or productive manner and as a result, we have withdrawn our offer.”

May 3, 2007: Arbitrator Nicolau released the seniority award. The combined list was composed of a series of ratios based on the number of positions each pilot group had in various categories as of 1/1/07. The most senior 517 East pilots were placed above all the West pilots. Pilots were placed on the seniority list based on whether they were active on the date the merger was announced. This resulted in a West pilot with a hire date of April 2005 being placed senior to a furloughed East pilot with a hire date of July 1988, a 17-year disparity. (The 1,750 East pilots who were on furlough when the merger was announced were placed on the list as junior to the most junior West pilot who was active on that date). However, by the time that the seniority award was issued, more than 300 East pilots had been recalled from furlough and were in active status.<sup>1</sup>

<sup>1</sup> One of the Pilot Neutral members of the arbitration board submitted a dissenting opinion. He disagreed with the placement of the US Airways pilots who were on furlough at the date of the announcement of the merger, stating that most had been offered recall because of the enormous attrition on the East, and that their extensive service prior to being furloughed justified placing them higher on the merged list.



# US Airways: 1998-2008

continued

May 6, 2007: The seniority award caused a huge backlash among the US Airways pilots, especially the junior pilots who believed that they had lost their seniority rights. The US Airways MEC passed a resolution requesting that the ALPA Executive Council receive a presentation from the US Airways Merger Committee demonstrating “the invalidity of the Nicolau Award.”

May 8, 2007: Negotiations for the joint contract had continued since November 2005, after initial Tentative Agreements were reached but made little progress; the company made its first economic proposal. Proposed pay rates were based on 3% increases over then current America West rates.

May 24, 2007: The ALPA Executive Council received a presentation from US Airways and America West merger representatives. Action was deferred until another Executive Council meeting could be held in June 2007.

June 2007: USAPA, a rival union created by dissatisfied US Airways pilots, established a website and began collecting authorization cards requesting that the National Mediation Board (“**NMB**”) held a representation election to decertify ALPA and designate USAPA as the bargaining agent of the US Airways pilots. The stated goal of USAPA was to void the Nicolau arbitration award and recognize the seniority rights of the US Airways pilots. With the growing dissatisfaction with ALPA many union officials actively supported

the efforts of the rival union to collect authorization cards.

June 26, 2007: The US Airways MEC filed a lawsuit in the Superior Court of the District of Columbia against the America West MEC seeking to vacate the Nicolau award. In addition, The ALPA Executive Council established the “Rice Committee” chaired by First Vice President Paul Rice to work with both sides to assist in finding “practical solutions” which would promote mutual career protections and improved pay, benefits, work rules and job security. The Rice Committee held meetings through September 2007 but was unable to resolve the issues.

August 15, 2007: The US Airways MEC withdrew its committee members from joint contract negotiations, stating that pay rate parity with West pilots must be granted before any further joint contract negotiations may be conducted. During the 1 ½ years of JNC negotiations agreement was reached in only 12 of the 30 sections and major issues such as scope protections and all significant economic issues remained open. Without the US Airways members, the joint contract negotiations were halted. That action also gave USAPA more time to collect authorization cards.

September 20, 2007: ALPA’s Executive Council found no basis to set aside the seniority arbitration award and concluded that no evidence of impropriety or failure to follow ALPA Merger Policy had been presented. ALPA was required to submit the award

# US Airways: 1998-2008

continued

to management and defend the award.

November 13, 2007: USAPA filed cards with the NMB requesting an election as the bargaining representative of the US Airways pilots.

## **2008 The decertification of ALPA**

January 31, 2008: A "Lock Down" was requested by ALPA President Prater and pilot representatives from US Airways and America West began talks at a remote location (Aspen Conference Center at Wye River, Maryland) to discuss the issues separating the pilot groups. The goal was to produce a comprehensive contract counterproposal for both MECs to review. Any comprehensive proposal must adequately address seniority implementation issues and all open joint negotiating issues for both pilot groups. Talks concluded with no resolution on February 7th.

February 19, 2008: The NMB authorized a representation election, to be held from March 20 to April 17, 2008.

February 29, 2008: ALPA President John Prater requested that US Airways Council 41 be placed into trusteeship since the Council 41 representatives were actively supporting USAPA.

On March 3 the ALPA Executive Council met and approved the emergency trusteeship.

On March 28 the Executive Board held another special meeting and concluded that the trusteeship

was justified and would continue.

April 17, 2008: The NMB announced the results of the election. 5,238 pilots were eligible to vote. 4,977 votes were cast: 2,723 votes for USAPA (54.7%) and 2,254 votes for ALPA (43.3%). On April 18 USAPA was certified as the bargaining agent of the US Airways pilots.

## **Postscript: The Seniority Integration Issues were finally resolved only after the merger with American Airlines**

Until the merger with American Airlines US Airways continued to run separate pilot operations since a merged seniority list between the former US Airways and America West pilots did not exist. Years of litigation followed between the pilots. In February 2013, American Airlines and US Airways announced plans to merge. This rendered the seniority integration issues between the former US Airways Pilots and the former America West pilots essentially moot since an integrated seniority list between the American pilots and both US Airways pilot groups would now be necessary. On April 8, 2015, a single operating certificate was issued by the FAA; US Airways officially became part of American Airlines.

The seniority integration issues were concluded on September 6, 2016 by a Board of Arbitration composed of three eminent labor arbitrators. The arbitration was conducted in accordance with the Allegheny-Mohawk Labor Protective Provisions which require integration of the seniority

# US Airways: 1998-2008

continued

lists by a merged carrier in a “fair and equitable manner”. The interests of the three pilot groups were represented. Each group presented the Arbitration Board with its competing proposal for integration of the pilots.

The Arbitration Board concluded that all the pilot groups had experienced improved career expectations because of the merger, although the former US Airways pilots were the greater beneficiary. The Board also found that the Nicolau Award, which was based on facts that existed in 2005 (and issued in 2007) would not serve as a basis for its award since many changes had occurred since then. Instead the Board developed a hybrid methodology to integrate the three groups in a fair and equitable manner. It concluded that the best way to accomplish that goal was a methodology which weighted a pilot’s longevity at 15% and weighted a pilot’s category and status at 85%. The integrated seniority list was developed on that basis. Certain conditions and restrictions were added by the Board, for example, to honor protected positions reserved for the former TWA pilots in a previous agreement with American and to ensure that flying the large equipment would continue to be equitably shared between the former US Airways and American pilots until December 31, 2020.

#### **IV. Conclusion**

The US Airways pilots were on a continuous roller coaster ride from 1998 to 2008 and beyond. In fact, the continuous litigation regarding the integrated seniority list continued the bumpy ride for another eight years.

Without the contributions of the pilots the company would surely have been forced to liquidate rather than survive the two bankruptcies. The company came to the pilots first when it needed concessions knowing that the other employee groups would likely follow.

But the pilots (and to a large extent the other employees) paid a heavy price for their jobs. In many cases by 2008 they were earning only one half of what they had been earning in 1998. Their working conditions were worse. Their pensions were gone. And the optimism of 1998 was replaced by constant fear that their company would not survive during the dark days of this decade.

As the challenges of survival of the company continued the union became the bearer of the bad news regarding the health of the company. ALPA became the vessel for the growing dissatisfaction of the pilots. Add to that the perception that the seniority rights of the US Airways pilots were compromised by the arbitration integration award of Arbitrator Nicolau, issued under ALPA merger policy, and it is no surprise that the dissatisfaction led to decertification of ALPA as the US Airways bargaining agent.

However, the decade ended on a positive note for the US Airways pilots. With the America West merger and lower costs US Airways emerged as a formidable competitor well positioned to survive. And finally, the American Airlines merger appears to ensure a bright future for the former US Airways employees.

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## WEDNESDAY – MAY 16, 2018

5:00 p.m. – 6:00 p.m.

### Registration

6:00 p.m. – 9:00 p.m.

### Welcome Reception

Scholarship Award to Brenda Robinson, Aviation Camps of the Carolinas, Inc.

## THURSDAY – MAY 17, 2018

7:30 a.m.-8:30 a.m.  
Ballroom

### Breakfast and Registration

8:30a.m.-8:45a.m.

### Opening Remarks

**Speaker:** Jim Waldon, Paramount Law Group and IATSBA President

8:45a.m.-9:35a.m.

### General Aviation Revitalization Act – An Update

**Moderator:** Gary Halbert, Holland & Knight

**Panel Members:** Denny Shupe, Schnader Harrison Segal & Lewis LLP  
Mike Pangia, Pangia Law Group  
Michael Slack, Slack Davis Sanger LLP

9:35a.m.-10:00a.m.

### Investigating High Profile Military Accidents

**Speaker:** Brian Lawler, Pilot Law, P.C.

10:00a.m.-10:10a.m.  
Congressional II

COFFEE BREAK

10:10a.m.-10:55a.m.  
Ballroom

### Current Issues in Pilot Hiring and Training (FAA's 1500 Hour Rule)

**Speakers:** Mark Hansen, FedEx Lead Counsel – Regulatory Affairs  
Paul Alp, Jenner & Block

10:55a.m.- 11:30a.m.

### The FAA – How Has the New Trump Administration Changed Things?

**Moderator:** Marc Warren, Jenner & Block

**Presenter:** Charlie Trippe, FAA Chief Counsel

11:45a.m.-12:45p.m.

### LUNCH Ethics Presentation

**Speaker:** Professor Steve Saltzburg, GWU

1:00p.m.-1:30p.m.

**Issues in Aeromedical Certification – An Aviation Psychiatric Perspective**

**Speaker:** TBA

1:30p.m.-2:15p.m.

**Federal Preemption in Aviation and Transportation**

**Moderator:** Justin Green, Kreindler & Kreindler LLP

**Panel Members:** Catherine Slavin, Gordon Rees  
Tony Jobe, Esq.  
Mike Krzak, Clifford Law Offices

2:15p.m.-2:45p.m.

**A Practitioner’s Guide – Current FAA Hot Topics for AOPA: Basic Med, Compliance Philosophy, Drug & Alcohol Enforcement and ATC Privatization**

**Speaker:** Jared Allen, AOPA

2:45p.m.-3:00p.m.

COFFEE BREAK

3:00p.m.-3:45p.m.

**New Training Regulations FAR Part 60.2 Amendments to Mitigate Upset and Loss of Control in Simulators**

**Speaker:** Lou Nemeth, Chief Civil Aviation Safety Officer, CAE  
Joel Seidband, Simulation Specialist, FAA

3:45p.m.-4:45p.m.

**Drone Update**

**Moderator:** Graham Keithley, Baker McKenzie

**Panel Members:** Andy Morabe, IXI Technology  
Professor Joe Vacek, Univ. of North Dakota

6:00p.m.-6:30p.m.

COCKTAIL HOUR

6:30p.m-8:30p.m.  
Congressional II

DINNER AND PRESENTATION:

**The History of Aviation Medical Standards and the New FAA BasicMed Program**

**Speaker:** Dr. Michael Berry, Federal Air Surgeon

## FRIDAY – MAY 18, 2018

|  |  |
|--|--|
| 8:00 a.m. – 8:30 a.m.                  | BREAKFAST/Registration   |
| 8:30 a.m. – 9:15 a.m.<br>Ballroom      | <b><u>Aircraft Foreclosures: Enforcing Third Party Interests in Aircraft</u></b><br><br><b>Speakers:</b> Greg Reigel, Shackelford, Bowen, McKinley & Norton, LLP<br>Bruce Green, Esq.  |
| 9:15 a.m.-9:45 a.m.                    | <b><u>Aviation Products Liability Update</u></b><br><br><b>Speakers:</b> Ed Curtis, Tripp Scott  |
| 9:45 a.m. – 10:45 a.m.                 | <b><u>Administrative Litigation of FAA Enforcement Actions</u></b><br><br><b>Moderator:</b> Mike Dworkin, Esq.<br><br><b>Panel Members:</b> Hon. Stephen R. Woody, NTSB ALJ<br>Hon. Douglas Rawald, DOT ALJ<br>Naomi Tsuda, FAA Asst. Chief Counsel,<br>Greg Winton, The Aviation Law Firm |
| 10:45 a.m. – 11:00 a.m.                | COFFEE BREAK   |
| 11:00a.m.-11:30a.m.                    | <b><u>Aeromedical Certification – A Neuropsychological Perspective</u></b><br><br><b>Speaker:</b> Dr. Gary Kay, Neuropsychologist, Washington Neuropsychological Inst.   |
| 11:30a.m.-12:15p.m.                    | <b><u>FOIA</u></b><br><br><b>Moderator:</b> Russell Christensen, FAA<br><br><b>Panel Members:</b> John Gagliano, Gagliano Law Offices<br>Tony Jobe, Esq.<br>Leah Fairman, Dep’t of the Interior FOIA   |
| 12:30p.m.-1:30p.m.<br>Congressional II | LUNCH<br><b><u>Musings on Safety and Enforcement: Why Reactive Practices are Still Needed in SMS and SPP Regimes</u></b><br><br><b>Speaker:</b> Kenneth Quinn<br>Global Chair, Aviation, Baker McKenzie;<br>General Counsel & Secretary, Flight Safety Foundation                          |
| 1:30p.m.-2:15p.m.<br>Ballroom          | <b><u>Meet the New NTSB General Counsel</u></b><br><br><b>Moderator/Intro:</b> Sean Dalton, NTSB<br><br><b>Presenter:</b> Kathleen Silbaugh, Esq., NTSB General Counsel  |

2:15p.m.-3:00p.m.

**Stealing Space: Defrauding NASA**

**Speaker:** Joseph R. Gutheinz, Jr., Gutheinz Law Firm

3:00p.m.-3:15p.m.

COFFEE BREAK

3:15p.m.-4:00p.m.

**Obtaining Recordings and Data in Transportation Accidents**

**Moderator:** James Rodriguez, Holland & Knight

**Panel:** Jim Cash, ESI  
Daniel O. Rose, Kreindler & Kreindler LLP  
Edward Kendall, Asst. General Counsel, NTSB

6:15p.m.

*Buses Depart from Holiday Inn to Army Navy Club*

7:00p.m.-10:00p.m.

*Army and Navy Club*

**GALA DINNER**

**Introductory Remarks:** Jim Waldon, President  
Tony Jobe, Member at Large  
Mike Dworkin, Past President

**Joseph T. Nall Safety Award Presented to:**

Hon. Robert Sumwalt, NTSB Chairman  
Hon. Christopher Hart, Former NTSB Chairman

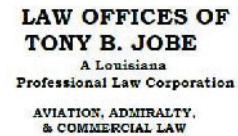
**SATURDAY – MAY 19, 2018**

12:00 p.m. – 1:30 p.m.

**IATSBA Board Meeting**



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