

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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DANIEL J. TYGER, BRETT ALBERT, ALAN
BEARDSLEY, ROBERT A. BOJANOWSKI, ELLIOT N.
BRANDT, ROBERT W. BREAKELL, RYAN BUMANN,
CHRIS BURNETT, JAMES BUSS, KEVIN J. CAMERON,
JOSHUA J. CADIEUX, JOHN MARK CASE, M. BYRON
CLARK, KENDAL J. CODDINGTON, JOHN CORRIGAN,
CHARLES OTIS CROSSMAN, STANLEY S. CZARNIK,
PETER J. DALTON, KEVIN DEEGAN, THOMAS de
LONG, JOHNATHAN DEUS, DANIEL M. DZENKOWSKI,
JAMES M. ERO, DEREK FELTZ, DAVID FREEMAN,
WILLIAM FREEMAN, DAVID FRISCHKORN, PETE
GENERO, DAN GERBUS, PETE GIONET, DAVID M.
GOODLEY, STEPHEN N. GREEN, DANIEL GURZI,
OSCAR GUSTAFSON, BRIAN HANNAH, KEVIN HARMS,
2004

COMPLAINT

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RICK H. HASHBARGER, HARRY HELMEN, JONATHAN
HENLEY, JOHN HERR, ROBERT HOFFMAN, JAMES
HUGHES, STEPHEN JAMESON, MARK JOHNSON, RUDY
JUCKER, JAMES M. KRZEMINSKI, NATE LARSEN,
SAM LEWIS, JASON MAGNESS, CHARLES MARTINAK,
MICHAEL MARZIANI, FREDERICK J. MAURER, ERIC
McCARTY, PHILIP V. McCOLLUM, SCOTT T.
McGUIGAN, ROBERT L. MCKINNEY, DAVID
McLAURIN, MICHAEL McMULLEN, PAUL MORSE,
ROBERT NOYES, JENNIFER OLSON, BEN OXLEY, JOHN
PETRONE, ERIC POGODZINSKI, JOHN RAKOCY, JR.,
DENNIS R. RICHARDS, BRADLEY ROSE, MICHAEL
RUDDY, MARK SCHERBERGER, JAY SCHLAFMANN,
JOSEPH SCLAFANI, RONALD SLATER, THOMAS G.
SMITH, CHRIS SOBJAK, GREGORY J. SOLGA, JAMES
B. STETTLER, BARRY STINE, MARK STROTHER,
STEPHEN B. SZALAI, JAMES TAYLOR, PAUL HARVEY
TEMPLETON, KURT VANEVENHOVEN, MICHAEL R.
WEGNER, WORTH WASHAM, GLEN H. WILLIAMS, ANDREW
WILLS, WILLIAM YAGGI, JEFF M. YAMASAKI, and
MICHAEL YOUNG,

Plaintiffs,

-v.

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL,
and DUANE E. WOERTH as President of Air

Line Pilots Association, International,

Defendants.

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**JURY DEMAND: PLAINTIFFS DEMAND A TRIAL BY JURY
OF ALL ISSUES TRIABLE OF RIGHT BY A JURY**

Plaintiffs DANIEL J. TYGER, BRETT ALBERT, ALAN BEARDSLEY,
ROBERT BOJANOWSKI, ELLIOT N. BRANDT, ROBERT W. BREAKELL, CHRIS
BURNETT, JAMES BUSS, RYAN BUMANN, JOSHUA J. CADIEUX, KEVIN J.
CAMERON, JOHN MARK CASE, M. BYRON CLARK, KENDAL J. CODDINGTON, JOHN
CORRIGAN, CHARLES OTIS CROSSMAN, STANLEY S. CZARNIK, PETER J.
DALTON, KEVIN DEEGAN, THOMAS de LONG, JOHNATHAN DEUS, DANIEL M.
DZENKOWSKI, JAMES M. ERO, DEREK FELTZ, DAVID FREEMAN, WILLIAM FREE-
MAN, DAVID FRISCHKORN, PETE GENERO, DAN GERBUS, PETE GIONET, DAVID
M. GOODLEY, STEPHEN N. GREEN, DANIEL GURZI, OSCAR GUSTAFSON, BRIAN
HANNAH, KEVIN HARMS, RICK H. HASHBARGER, HARRY HELMEN, JONATHAN
HENLEY, JOHN HERR, JAMES HUGHES, STEPHEN JAMESON, MARK JOHNSON,
RUDY JUCKER, JAMES M. KRZEMINSKI, NATE LARSEN, SAM LEWIS, JASON
MAGNESS, CHARLES MARTINAK, MICHAEL MARZIANI, FREDERICK J. MAURER,
ERIC McCARTY, PHILIP V. McCOLLUM, SCOTT T. McGUIGAN, ROBERT L.
McKINNEY, DAVID McLAURIN, MICHAEL McMULLEN, PAUL MORSE, ROBERT
NOYES, JENNIFER OLSON, BEN OXLEY, JOHN PETRONE, ERIC POGODZINSKI,
JOHN RAKOCY, JR., DENNIS R. RICHARDS, BRADLEY ROSE, MICHAEL RUDDY,
MARK SCHERBERGER, JAY SCHLAFMANN, JOSEPH SCLAFANI, RONALD SLATER,
THOMAS G. SMITH, CHRIS SOBJAK, GREGORY J. SOLGA, JAMES B. STETTLER,
BARRY STINE, MARK STROTHER, STEVEN B. SZALAI, JAMES TAYLOR, PAUL
HARVEY TEMPLETON, KURT VANEVENHOVEN, MICHAEL R. WEGNER, WORTH

WASHAM, GLEN H. WILLIAMS, ANDREW WILLS, WILLIAM YAGGI, JEFF M. YAMASAKI, and MICHAEL YOUNG, by their attorney, MICHAEL S. HABER, complaining of the defendants herein, AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and DUANE E. WORTH as President of the Air Line Pilots Association, International, as and for their Complaint, respectfully allege as follows:

JURISIDCTION AND VENUE

1. This Court has jurisdiction to hear the causes of action set forth herein by virtue of 28 U.S.C. sec. 1331 (federal question jurisdiction); and by virtue of section 301(b) of the Labor Management Relations Act (29 U.S.C. sec. 141 et seq.); the Labor Management Reporting Disclosure Act ["LMRDA"] (29 U.S.C. sec. 401 et seq.); 28 U.S.C. sec 1337(a); the Railway Labor Act ["RLA"] (45 U.S.C. sec. 151 et seq.; and by virtue of the Court's equitable, pendent, and supplemental jurisdiction (28 U.S.C. sec. 1367).

2. This Court is a proper venue for the claims set forth herein by virtue of the LMRDA and 28 U.S.C. sec. 1391, by virtue of the fact that defendants do business within this district, in that defendant AIR LINE PILOTS ASSOCIATION, INTERNATIONAL represents thousands of pilots who are based at LaGuardia International Airport and John F. Kennedy International Airport, both of which are located within this district, that it conducts business within this district by virtue of the fact that it extends representation to pilots concerning a wide range of activities within this district. The representation by the Air Line Pilots Associa-

tion of the plaintiffs extends to all of the plaintiffs' professional flying activities, including those times at which they fly to and from an airport or airports within this district and including those plaintiffs who reside within this district.

3. At all pertinent times referred to herein, all of the plaintiffs herein were residents of various jurisdictions, including New York and this District, and were, and in almost every instance are, pilots employed by Piedmont Airlines, Inc. or Allegheny Airlines, Inc.

4. At all pertinent times referred to herein, defendant Air Line Pilots Association [hereinafter, "ALPA"] was and is an unincorporated association acting as a labor union.

5. At all pertinent times referred to herein, defendant Duane E. Woerth was and is President of defendant ALPA.

6. At all pertinent times referred to herein, defendant Duane E. Woerth maintained and still does maintain an office in Washington, D.C. and travels to various jurisdictions, including this district, in pursuit of his official duties.

7. Each of the plaintiffs herein was, at all times referred to herein, represented by the Air Line Pilots Association [hereinafter, "ALPA"], a labor union with more than 60,000 members employed by at least 40 different carriers within the United States and Canada.

8. At all pertinent times referred to herein, defendant ALPA has engaged in activity within this State by representing a multitude of pilots at numerous carriers, including many who are residents of this State and this District and by actively conducting

business within the State and District.

PARTIES

Plaintiffs

9. Plaintiffs are domiciliaries of various jurisdictions, including the State of New York and including this judicial district, who are employed as pilots by Piedmont Airlines, Inc. or Allegheny Airlines, Inc.

10. Plaintiff DANIEL J. TYGER ["Tyger"] is, and was at all pertinent times referred to herein, a resident of Johnstown, Pennsylvania.

11. Plaintiff Tyger is, and was at all pertinent times referred to herein, a first officer at Allegheny, and has been employed as a pilot by Allegheny for approximately the past two years.

12. Plaintiff BRETT ALBERT ["Albert"] is, and was at all pertinent times referred to herein, a resident of Virginia Beach, Virginia.

13. Plaintiff Albert is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past seven years.

14. Plaintiff ALAN BEARDSLEY ["Beardsley"] is, and was at all pertinent times referred to herein, a resident of Livermore, Maine.

15. Plaintiff Beardsley is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past nine years.

16. Plaintiff ROBERT BOJANOWSKI ["Bojanowski"] is, and was at all pertinent times referred to herein, a resident of Rosemount, Minnesota.

17. Plaintiff Bojanowski is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 14 years.

18. Plaintiff ELLIOT N. BRANDT ["Brandt"] is, and was at all pertinent times referred to herein, a resident of Monroe, North Carolina.

19. Plaintiff Brandt is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 19 years.

20. Plaintiff ROBERT W. BREAKELL ["Breakell"] is, and was at all pertinent times referred to herein, a resident of Roanoke, Virginia.

21. Plaintiff Breakell is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 14 years.

Plaintiff RYAN BUMANN ["Bumann"] is, and was at all pertinent times referred to herein, a resident of Battle Ground, Washington.

Plaintiff Bumann is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past five years.

Plaintiff CHRIS BURNETT ["Burnett"] is, and was at all pertinent times referred to herein, a resident of Jacksonville,

Florida.

Plaintiff Burnett is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past five years.

Plaintiff JAMES BUSS ["Buss"] is, and was at all pertinent times referred to herein, a resident of Jacksonville, Florida.

Plaintiff Buss is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past four years.

28. Plaintiff JOSHUA CADIEUX ["Cadieux"] is, and was at all pertinent times referred to herein, a resident of Seymour, Wisconsin.

29. Plaintiff Cadieux was at all pertinent times referred to herein, a first officer at Piedmont, and was employed as a pilot by Piedmont for a period of approximately two years.

28. Plaintiff KEVIN J. CAMERON ["Cameron"] is, and was at all pertinent times referred to herein, a resident of Virginia Beach, Virginia.

29. Plaintiff Cameron was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past three years.

30. Plaintiff JOHN MARK CASE ["Case"] is, and was at all pertinent times referred to herein, a resident of Bernville, Pennsylvania.

31. Plaintiff Case is, and was at all pertinent times re-

ferred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 13 years.

32. Plaintiff BYRON M. CLARK ["Clark"] is, and was at all pertinent times referred to herein, a resident of *.

Plaintiff Clark is, and was at all pertinent times referred to herein, a first officer at Allegheny, and has been employed as a pilot by Allegheny for approximately the past four years.

Plaintiff KENDAL J. CODDINGTON ["Coddington"] is, and was at all pertinent times referred to herein, a resident of New Bern, North Carolina.

35. Plaintiff Coddington is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past three years.

36. Plaintiff JOHN CORRIGAN ["Corrigan"] is, and was at all pertinent times referred to herein, a resident of Virginia Beach, Virginia.

Plaintiff Corrigan is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past seven years.

Plaintiff CHARLES OTIS CROSSMAN ["Crossman"] is, and was at all pertinent times referred to herein, a resident of York, South Carolina.

Plaintiff Crossman is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as

a pilot by Piedmont for approximately the past 13 years.

Plaintiff STANLEY S. CZARNIK ["Czarnik"] is, and was at all pertinent times referred to herein, a resident of Dover, Pennsylvania.

Plaintiff Czarnik is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 25 years.

Plaintiff PETER J. DALTON ["Dalton"] is, and was at all pertinent times referred to herein, a resident of Atlantic Beach, Florida.

Plaintiff Dalton is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 14 years.

Plaintiff PETER J. DALTON ["Dalton"] is, and was at all pertinent times referred to herein, a resident of Atlantic Beach, Florida.

Plaintiff Dalton is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 14 years.

Plaintiff THOMAS de LONG ["de Long"] is, and was at all pertinent times referred to herein, a resident of Orange Park, Florida.

Plaintiff de Long is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 13 years.

Plaintiff JOHNATHAN DEUS ["Deus"] is, and was at all

pertinent times referred to herein, a resident of Setauket, New York.

Plaintiff Deus is, and was at all pertinent times referred to herein, a first officer at Piedmont, was formerly a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past four years.

Plaintiff DANIEL M. DZENKOWSKI ["Dzenkowski"] is, and was at all pertinent times referred to herein, a resident of State College, Pennsylvania.

Plaintiff Dzenkowski is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 26 years.

Plaintiff JAMES M. ERO ["Ero"] is, and was at all pertinent times referred to herein, a resident of Atlantic Beach, Florida.

Plaintiff Ero is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 25 years.

Plaintiff DEREK FELTZ ["Feltz"] is, and was at all pertinent times referred to herein, a resident of Charlotte, North Carolina.

Plaintiff Feltz is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past year.

Plaintiff DAVID FREEMAN ["D. Freeman"] is, and was at all pertinent times referred to herein, a resident of Jacksonville,

Florida.

Plaintiff D. Freeman is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 12 years.

Plaintiff WILLIAM FREEMAN ["W. Freeman"] is, and was at all pertinent times referred to herein, a resident of Gloucester, Virginia.

Plaintiff W. Freeman is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 20 years.

Plaintiff DAVID FRISCHKORN ["Frischkorn"] is, and was at all pertinent times referred to herein, a resident of Etters, Pennsylvania.

Plaintiff Frischkorn is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 22 years.

Plaintiff PETE GENERO ["Genero"] is, and was at all pertinent times referred to herein, a resident of Salisbury, Maryland.

Plaintiff Genero is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 25 years.

Plaintiff DAN GERBUS ["Gerbus"] is, and was at all pertinent times referred to herein, a resident of Virginia Beach, Virginia.

Plaintiff Gerbus is, and was at all pertinent times

referred to herein, a first officer at Piedmont, and has been employed as a pilot by Allegheny for approximately the past two years.

Plaintiff PETE GIONET ["Gionet"] is, and was at all pertinent times referred to herein, a resident of Port Matilda, Pennsylvania.

Plaintiff Gionet is, and was at all pertinent times referred to herein, a first officer at Allegheny, and previously served as a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past six years.

Plaintiff DAVID M. GOODLEY ["Goodley"] is, and was at all pertinent times referred to herein, a resident of Baldwinsville, New York.

Plaintiff Goodley is, and was at all pertinent times referred to herein, a first officer at Allegheny, and has been employed as a pilot by Allegheny for approximately the past four years.

Plaintiff STEPHEN GREEN ["Green"] is, and was at all pertinent times referred to herein, a resident of Lewistown, Pennsylvania.

Plaintiff Green is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 16 years.

Plaintiff DANIEL A. GURZI ["Gurzi"] is, and was at all pertinent times referred to herein, a resident of Jacksonville, Florida.

Plaintiff Gurzi is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 17 years.

Plaintiff OSCAR GUSTAFSON ["Gustafson"] is, and was at all pertinent times referred to herein, a resident of Jacksonville, Florida.

Plaintiff Gustafson is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past seven years.

Plaintiff BRIAN HANNAH ["Hannah"] is, and was at all pertinent times referred to herein, a resident of Westminster, Maryland.

Plaintiff Hannah is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 10 years.

Plaintiff KEVIN HARMS ["Harms"] is, and was at all pertinent times referred to herein, a resident of Chesapeake, Virginia.

Plaintiff Harms is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past five years.

Plaintiff RICK H. HASHBARGER ["Hashbarger"] is, and was at all pertinent times referred to herein, a resident of Lititz, Pennsylvania.

Plaintiff Hashbarger is, and was at all pertinent times

referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 16 years.

Plaintiff HARRY HELMEN ["Helmen"] is, and was at all pertinent times referred to herein, a resident of Ruckersville, Virginia.

Plaintiff Helmen is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 17 years.

Plaintiff JONATHAN HENLEY ["Henley"] is, and was at all pertinent times referred to herein, a resident of Pollocksville, North Carolina.

Plaintiff Henley is, and was at all pertinent times referred to herein, a first officer at Piedmont, formerly served as a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past four years.

Plaintiff JOHN HERR ["Herr"] is, and was at all pertinent times referred to herein, a resident of St. Petersburg, Florida.

Plaintiff Herr is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past three years.

Plaintiff ROBERT HOFFMAN ["Hoffman"] is, and was at all pertinent times referred to herein, a resident of Salisbury, Maryland.

Plaintiff Hoffman is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 18 years.

Plaintiff JAMES HUGHES ["Hughes"] is, and was at all pertinent times referred to herein, a resident of Eustis, Florida.

Plaintiff Hughes is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past four years.

Plaintiff STEPHEN JAMESON ["Jameson"] is, and was at all pertinent times referred to herein, a resident of Charlottesville, Virginia.

Plaintiff Jameson is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 18 years.

Plaintiff MARK JOHNSON ["Johnson"] is, and was at all pertinent times referred to herein, a resident of Standardsville, Virginia.

Plaintiff Johnson is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past five years.

Plaintiff RUDY JUCKER ["Jucker"] is, and was at all pertinent times referred to herein, a resident of Jacksonville, Florida.

Plaintiff Jucker is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 15 years.

Plaintiff JAMES M. KRZEMINSKI ["Krzeminski"] is, and was at all pertinent times referred to herein, a resident of Charlotte, North Carolina.

Plaintiff Krzeminski is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past four years.

Plaintiff NATE LARSEN ["Larsen"] is, and was at all pertinent times referred to herein, a resident of Roanoke, Virginia.

Plaintiff Larsen is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past three years.

Plaintiff SAM LEWIS ["Lewis"] is, and was at all pertinent times referred to herein, a resident of Charlotte, North Carolina.

Plaintiff Lewis is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past three years.

Plaintiff JASON MAGNESS ["Magness"] is, and was at all pertinent times referred to herein, a resident of Southbury, Connecticut.

Plaintiff Magness is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past three years.

Plaintiff CHARLES MARTINAK ["Martinak"] is, and was at

all pertinent times referred to herein, a resident of Rehrersburg, Pennsylvania.

Plaintiff Martinak is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Piedmont for approximately the past 12 years.

Plaintiff MICHAEL MARZIANI ["Marziani"] is, and was at all pertinent times referred to herein, a resident of Virginia Beach, Virginia.

Plaintiff Marziani is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 15 years.

Plaintiff ERIC McCARTY ["McCarty"] is, and was at all pertinent times referred to herein, a resident of Hebron, Maryland.

Plaintiff McCarty is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past four years.

Plaintiff FREDERICK J. MAURER ["Maurer"] is, and was at all pertinent times referred to herein, a resident of State College, Pennsylvania.

Plaintiff Maurer is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 25 years.

Plaintiff PHILIP V. McCOLLUM ["McCollum"] is, and was at all pertinent times referred to herein, a resident of Berlin, New

Jersey.

Plaintiff McCollum is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past five years.

Plaintiff SCOTT T. MCGUIGAN ["McGuigan"] is, and was at all pertinent times referred to herein, a resident of Palmyra, Virginia.

Plaintiff McGuigan is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past year.

Plaintiff ROBERT L. MCKINNEY ["McKinney"] is, and was at all pertinent times referred to herein, a resident of Seminole, Florida.

Plaintiff McKinney is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past three years.

Plaintiff DAVID McLaurin ["McLaurin"] is, and was at all pertinent times referred to herein, a resident of North Myrtle Beach, South Carolina.

Plaintiff McLaurin is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 14 years.

Plaintiff MICHAEL McMULLEN ["McMullen"] is, and was at all pertinent times referred to herein, a resident of Lewistown, Pennsylvania.

Plaintiff McMullen is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 22 years.

Plaintiff PAUL MORSE ["Morse"] is, and was at all pertinent times referred to herein, a resident of Bridgton, Maine.

Plaintiff Morse is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 10 years.

Plaintiff ROBERT NOYES ["Noyes"] is, and was at all pertinent times referred to herein, a resident of Norfolk, Virginia.

Plaintiff Noyes is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past four years.

Plaintiff JENNIFER OLSON ["Olson"] is, and was at all pertinent times referred to herein, a resident of Fruitland, Maryland.

Plaintiff Olson is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past five years.

Plaintiff BEN OXLEY ["Oxley"] is, and was at all pertinent times referred to herein, a resident of Virginia Beach, Virginia.

Plaintiff Oxley is, and was at all pertinent times

referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past two years.

Plaintiff JOHN PETRONE ["Petrone"] is, and was at all pertinent times referred to herein, a resident of Smithfield, Virginia.

Plaintiff Petrone is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 25 years.

Plaintiff ERIC POGODZINSKI ["Pogodzinski"] is, and was at all pertinent times referred to herein, a resident of Virginia Beach, Virginia.

Plaintiff Pogodzinski is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past four years.

Plaintiff JOHN RAKOCY, JR. ["Rakocy"] is, and was at all pertinent times referred to herein, a resident of Dauphin, Pennsylvania.

Plaintiff Rakocy is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 18 years.

Plaintiff DENNIS R. RICHARDS ["Richards"] is, and was at all pertinent times referred to herein, a resident of State College, Pennsylvania.

Plaintiff Richards is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed

as a pilot by Allegheny for approximately the past 14 years.

Plaintiff BRADLEY ROSE ["Rose"] is, and was at all pertinent times referred to herein, a resident of Jacksonville, Florida.

Plaintiff Rose is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past three years.

Plaintiff MICHAEL RUDDY ["Ruddy"] is, and was at all pertinent times referred to herein, a resident of West Palm Beach, Florida.

Plaintiff Ruddy is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past seven years.

Plaintiff MARK SCHERBERGER ["Scherberger"] is, and was at all pertinent times referred to herein, a resident of Norfolk, Virginia.

Plaintiff Scherberger is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past five years.

Plaintiff JAY SCHLAFMANN ["Schlafmann"] is, and was at all pertinent times referred to herein, a resident of Virginia Beach, Virginia.

Plaintiff Schlafmann is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been em-

ployed as a pilot by Piedmont for approximately the past three years.

Plaintiff JOSEPH SCLAFANI ["Sclafani"] is, and was at all pertinent times referred to herein, a resident of Christiansburg, Virginia.

Plaintiff Sclafani is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 17 years.

Plaintiff RONALD SLATER ["Slater"] is, and was at all pertinent times referred to herein, a resident of State College, Pennsylvania.

Plaintiff Slater is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 16 years.

Plaintiff THOMAS G. SMITH ["Smith"] is, and was at all pertinent times referred to herein, a resident of Shallotte, North Carolina.

Plaintiff Smith is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 14 years.

Plaintiff CHRIS SOBJAK ["Sobjak"] is, and was at all pertinent times referred to herein, a resident of Muncy, Pennsylvania.

Plaintiff Sobjak is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past seven years.

Plaintiff GREGORY J. SOLGA ["Solga"] is, and was at all pertinent times referred to herein, a resident of Orwigsburg, Pennsylvania.

Plaintiff Solga is, and was at all pertinent times referred to herein, a first officer at Allegheny, and has been employed as a pilot by Allegheny for approximately the past three years.

Plaintiff JAMES B. STETTLER ["Stettler"] is, and was at all pertinent times referred to herein, a resident of Virginia Beach, Virginia.

Plaintiff Stettler is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past three years.

Plaintiff BARRY STINE ["Stine"] is, and was at all pertinent times referred to herein, a resident of Parsonsburg, Maryland.

Plaintiff Stine is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 13 years.

Plaintiff MARK STROTHER ["Strother"] is, and was at all pertinent times referred to herein, a resident of Green Cove Springs, Florida.

Plaintiff Strother is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 18 years.

Plaintiff STEPHEN B. SZALAI ["Szalai"] is, and was at all pertinent times referred to herein, a resident of Beaufort, South Carolina.

Plaintiff Szalai is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 14 years.

Plaintiff JAMES TAYLOR ["Taylor"] is, and was at all pertinent times referred to herein, a resident of Germantown, Pennsylvania.

Plaintiff Taylor is, and was at all pertinent times referred to herein, a first officer at Allegheny, and has been employed as a pilot by Piedmont for approximately the past three years.

Plaintiff PAUL HARVEY TEMPLETON ["Templeton"] is, and was at all pertinent times referred to herein, a resident of Jacksonville Beach, Florida.

Plaintiff Templeton is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past seven years.

Plaintiff KURT VANEVENHOVEN ["Vanevenhoven"] is, and was at all pertinent times referred to herein, a resident of Syracuse, New York.

Plaintiff Vanevenhoven is, and was at all pertinent times referred to herein, a first officer at Allegheny, and has been employed as a pilot by Allegheny for approximately the past four years.

Plaintiff MICHAEL R. WAGNER ["Wagner"] is, and was at all pertinent times referred to herein, a resident of Ruckersville, Virginia.

Plaintiff Wegner is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past four years.

Plaintiff WORTH WASHAM ["Washam"] is, and was at all pertinent times referred to herein, a resident of Tampa, Florida.

Plaintiff Washam is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately the past 15 years.

Plaintiff GLEN H. WILLIAMS ["Williams"] is, and was at all pertinent times referred to herein, a resident of Lewisberry, Pennsylvania.

Plaintiff Williams is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 20 years.

Plaintiff ANDREW WILLS ["Wills"] is, and was at all pertinent times referred to herein, a resident of Charlotte, North Carolina.

Plaintiff Wills is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past three years.

Plaintiff WILLIAM YAGGI ["Yaggi"] is, and was at all

pertinent times referred to herein, a resident of Williams Port, Pennsylvania.

Plaintiff Yaggi is, and was at all pertinent times referred to herein, a captain at Allegheny, and has been employed as a pilot by Allegheny for approximately the past 17 years.

Plaintiff JEFF M. YAMASAKI ["Yamasaki"] is, and was at all pertinent times referred to herein, a resident of Austin, Texas.

Plaintiff Yamasaki is, and was at all pertinent times referred to herein, a first officer at Piedmont, and has been employed as a pilot by Piedmont for approximately the past four years.

Plaintiff MICHAEL YOUNG ["Young"] is, and was at all pertinent times referred to herein, a resident of Tampa, Florida.

Plaintiff Young is, and was at all pertinent times referred to herein, a captain at Piedmont, and has been employed as a pilot by Piedmont for approximately 18 years.

Each of the plaintiffs herein is, and has been for some time, a pilot employed by Piedmont Airlines, Inc. or Allegheny Airlines, Inc., each of which is a carrier certified under Part 121 of the Federal Aviation Regulations.

Each plaintiff herein employed by Piedmont or Allegheny, like all other Piedmont and Allegheny pilots, was and is, at all times referred to herein, represented by ALPA.

Each plaintiff employed by Piedmont has suffered the same or virtually the same harm as all or nearly all of the pilots on

the Piedmont seniority list, who are, by definition, similarly situated.

Each plaintiff employed by Allegheny has suffered the same or virtually the same harm as all or nearly all of the approximately 350 pilots on the Allegheny seniority list, who are, by definition, similarly situated.

Defendants

Defendant AIR LINE PILOTS ASSOCIATION, INTERNATIONAL ["ALPA"] is a labor union representing more than 60,000 pilots at approximately 48 different carriers within the United States and Canada.

Among the carriers for which ALPA serves as the exclusive bargaining representative for pilots are US Airways, Inc., Piedmont, and Allegheny.

At all pertinent times referred to herein, ALPA was an unincorporated association organized as a labor union and constituting a "representative" within the meanings set forth in both the Railway Labor Act ["RLA"] and the Labor-Management Reporting Disclosure Act ["LMRDA"].

ALPA's members live in various states and provinces.

ALPA's representation of the Piedmont pilots requires that it serve as a party to the Piedmont pilots' collective bargaining agreements with Piedmont, setting forth the rates of pay, rules, and working conditions for the pilots.

ALPA's representation of the Allegheny pilots requires that it serve as a party to the Allegheny pilots' collective bar-

gaining agreements with Allegheny, setting forth the rates of pay, rules, and working conditions for the pilots.

ALPA extends representation to pilots at various airport "domiciles" throughout the United States, including at virtually every major airport in the nation.

In addition to its national office, ALPA acts through a "Master Executive Council" ["MEC"] at each airline at which it extends representation, and each such MEC serves as the coordinating council for ALPA membership at the particular airline.

Upon information and belief, ALPA's principal place of business is in Herndon, Virginia.

Upon information and belief, ALPA has offices in other locations, including in Washington, D.C.

ALPA conducts business in numerous locations, including at the offices of each Master Executive Council at each of the approximately 48 airlines at which ALPA provides representation throughout the United States and Canada.

At all pertinent times referred to herein, Duane Woerth was, and still is, the President of ALPA.

Defendant Woerth maintains an office at ALPA's Washington, D.C. headquarters.

BACKGROUND

The Labor Relations Structure

At all pertinent times referred to herein, the Piedmont Master Executive Council ["MEC"] was designated as the coordinating council for the ALPA membership at Piedmont and, as such, was em-

powered to take an array of actions in order to address concerns of Piedmont pilots.

204. At all pertinent times referred to herein, the Piedmont MEC was empowered to participate in collective bargaining activities with Piedmont management.

205. At all pertinent times referred to herein, the Allegheny Master Executive Council ["MEC"] was designated as the coordinating council for the ALPA membership at Allegheny and, as such, was empowered to take an array of actions in order to address concerns of Allegheny pilots.

206. At all pertinent times referred to herein, the Allegheny MEC was empowered to participate in collective bargaining activities with Allegheny management.

207. At all pertinent times referred to herein, the US Airways MEC was designated the coordinating council for the ALPA membership at US Airways and, as such, was empowered to take an array of actions on concerns of US Airways pilots [sometimes referred to herein as "Mainline" pilots].

208. At all pertinent times referred to herein, the US Airways MEC was empowered to participate in collective bargaining activities with US Airways management.

209. Each Master Executive Council, whether at Piedmont, Allegheny, or US Airways, or at any other ALPA-represented airline, serves under the auspices of ALPA's national offices and officers.

210. Each Master Executive Council is authorized to act on behalf of ALPA with regard to representing pilots on the property of the respective airline.

211. During collective bargaining negotiations, ALPA's national office provides an array of assistance, support, and coordination to the pilot membership at the particular airline.

212. Every pilot collective bargaining agreement (and every letter of agreement or other modification to a collective bargaining agreement) must be executed by the President of ALPA in order for the agreement or modification to be given effect.

The Corporate Structure

213. Upon information and belief, Piedmont is a corporation duly formed and organized pursuant to the laws of the State of Delaware, and maintains a principal place of business in Salisbury, Maryland.

214. Upon information and belief, Allegheny is a corporation duly formed and organized pursuant to the laws of the State of Delaware, and maintains a principal place of business in Middletown, Pennsylvania.

215. Piedmont and Allegheny each is a wholly owned subsidiary of US Airways Group, Inc.

216. Piedmont and Allegheny, as two of the four wholly owned subsidiaries of US Airways Group, Inc., form part of the approximately 10 carriers that together constitute US Airways Express.

217. Upon information and belief, Piedmont currently employs, and at all pertinent times referred to herein, has employed, ap-

proximately 450 pilots.

218. Upon information and belief, Allegheny currently employs,
and at all pertinent times referred to herein, has employed, approximately 350 pilots.

219. US Airways is a corporation organized and existing pursuant to the laws of the State of Delaware, and maintains a principal place of business in Arlington, Virginia.

220. At all pertinent times referred to herein, US Airways, Inc. was and is a carrier certified under Part 121 of the Federal Aviation Regulations.

221. US Airways currently employs more than 28,000 persons, including approximately 3,400 pilots.

US Airways Group's Economic Woes

222. Following and at least partly due to the industry-hobbling terrorist events of September 11, 2001, US Airways suffered severe economic losses on top of prior financial difficulties.

223. Early in 2002, and in order to supposedly avert bankruptcy, US Airways engaged in concessionary bargaining with various employee groups, including pilots represented by ALPA.

224. At more or less the same time, US Airways also approached the MEC's of its "regional" carriers in order to commence concessionary bargaining.

225. By in or about the middle of 2002, concessionary

bargaining resulted, in part, in an agreement by US Airways pilots and flight attendants to significant cuts in wages and benefits.

226. Despite the concessionary contract bargaining, on or about August 11, 2002, US Airways sought Chapter 11 bankruptcy protection from the U.S. Bankruptcy Court for the Eastern District of Virginia.

227. The Bankruptcy petition listed assets of \$7.81 billion and liabilities of \$7.83 billion.

228. At the time of the bankruptcy filing, US Airways had pledged not to seek Bankruptcy Court powers to seek to void labor contracts. David Siegel, chief executive officer of US Airways, vowed a "labor-friendly Chapter 11 reorganization."

229. At the time of the Bankruptcy filing, US Airways signaled its intent to emerge from bankruptcy in the first quarter of 2003.

230. US Airways saved considerable monies through protections offered by the United States Bankruptcy Code and the concomitant ability to restructure aircraft leases and, in some cases, to reject such leases outright.

231. In late 2002, when revenue projections were purportedly unmet, additional restructuring negotiations commenced between US Airways and ALPA in order to avoid a supposed filing for Chapter 7 bankruptcy.

232. The second round of US Airways restructuring was completed by in or about the middle of December 2002.

233. From the time of the bankruptcy filing until mid-Decem-

ber

2002, ALPA agreed on behalf of US Airways pilots to \$565 million in annual wage and benefit concessions over a period of more than six years.

234. As a result of US Airways' financial difficulties, after September 11, 2001 and the end of 2002, it furloughed well more than 1,000 pilots, and, in 2003, announced plans for yet more furloughs.

235. After the furloughs of US Airways pilots began, both ALPA and the US Airways MEC desired to seek employment opportunities for furloughed US Airways pilots.

The Regional Jet

236. All Allegheny pilots and many Piedmont fly the 100 and 200 series of the deHavilland Dash 8 aircraft, a turboprop aircraft, with seating capacity for 37 passengers, while the balance of Piedmont pilots fly the 300 series of the Dash 8, an aircraft substantially similar to the 100 and 200 series but which has seating capacity for 50 passengers.

237. Both ALPA and US Airways began touting the virtues of seeking opportunities for Piedmont and Allegheny pilots to fly the "Regional Jet" [hereinafter, the "RJ"], a new, more modern, and, in many cases, larger class of equipment to fly.

238. US Airways Express carriers ferry passengers on flights that are generally of relatively short distance and which often serve a US Airways, or Mainline, hub.

239. The advent of the RJ in North America more than a decade ago substantially altered the landscape of the regional airline industry.

240. Prior to the introduction of the RJ, regional carriers relied exclusively (or almost so) upon aircraft that were not jets, were for the most part powered by a turbine engine utilizing a propeller (known as "turbo-props"), and which were substantially smaller, slower and less comfortable to passengers than the RJ.

241. As the RJ has become increasingly successful and popular, it has been used in the aviation industry for increasingly greater distances (often up to 1,000 miles), and regional carriers have in some instances replaced 20- and 30-seat aircraft with equipment that can seat as many as 70 or even 90 passengers.

242. The modern RJ reaches typical "airliner" speeds, and is roughly similar in performance and speed to conventional jet aircraft.

243. Today, RJ's are used in much the same way that smaller conventional aircraft have traditionally been used at Mainline carriers, which has marginalized the distinction between the RJ and smaller conventional jets. RJ's often permit airlines to fit the most efficient size aircraft to given routes, increasing profit margins and, at the same time, resulting in targeting new markets that would have been unavailable to larger aircraft.

244. Because regional carriers have contributed so significantly to the airline industry, there has been tension brew-

ing between pilots of regional carriers and their Mainline counterparts.

245. In particular, Mainline pilot groups often worry that the popularity and cost efficiency of the RJ may ultimately cause economy-minded managers to shift jobs away from major carriers that fly conventional jets and toward smaller carriers (which sometimes are subsidiaries of, and sometimes are code-share partners of, the major carriers), and to create new jobs at these smaller carriers.

246. ALPA, as the nation's premiere pilots' union, thus frequently finds itself attempting to divide its loyalties between Mainline and "regional" pilots.

247. ALPA's conflict is often resolved in favor of the Mainline carrier, which usually employs many times the number of pilots employed by the "regional" carrier.

"Jets for Jobs"

248. As a means to secure employment for furloughed US Airways pilots and to entice Piedmont and Allegheny pilots to assist furloughed US Airways pilots, a plan was designed by ALPA and the US Airways MEC whereby US Airways' "regional" wholly owned subsidiaries would acquire RJ's, which are generally considerably larger than aircraft traditionally flown by those subsidiaries. Such an acquisition would create new flying jobs.

249. Under the terms of the plan, some of the new jobs that would be thereby created would be staffed by US Airways

furloughees.

250. Such a plan could be promulgated only with substantial modifications to the collective bargaining agreements of the "regional" carriers that would be thereby affected, and the necessary modifications would have to be agreed to by each affected carrier's pilots.

251. To entice the "regional" pilots who fly for wholly owned subsidiaries of US Airways to ratify the necessary changes to their respective collective bargaining agreements, the plan would also promulgate career advancement and opportunities for the "regional" pilots by assuring them many of the positions on the new, larger aircraft.

252. That program, known as "Jets for Jobs," provided, in pertinent part, that half of all RJ positions created at wholly owned subsidiaries Piedmont and Allegheny (and another subsidiary, Pacific Southwest Airlines) would go to US Airways furloughees.

253. The other half of those positions would go to pilots at the wholly owned subsidiaries, assuring the "regional" pilots the opportunity of flying new, and, at least in most cases, larger aircraft than they had previously flown, and at an expanding airline.

254. The "Jets for Jobs" proposal would also, in effect, permit the US Airways MEC to exercise substantial control over flying performed at "regional" subsidiaries, especially inasmuch as it guaranteed that the new flying would not be controlled or "owned" by the "regional" pilots and inasmuch as the new flying was thus denominated as an aberration from ALPA's policy that only small

aircraft could be flown by Piedmont and Allegheny.

255. In or before the summer of 2002, pilots at Piedmont and Allegheny each were apprised of the details of the Jets for Jobs plan.

256. Despite the appeal of an assurance of larger equipment and the creation of new jobs and new advancement opportunities at Piedmont and Allegheny, the Jets for Jobs program nonetheless posed something of a conflict for many Piedmont and Allegheny pilots, because it would create a new class of temporary pilots at their airline, who would have a sort of "super-seniority," would arrive on Piedmont and Allegheny property more or less simultaneous to the RJ, and would usurp about half of the most desirable flying jobs at these carriers.

257. As fears grew that Piedmont's continued operation was at stake, pilots at Piedmont were informed by ALPA that the "Jets for Jobs" program was a prerequisite to launching negotiations for concessionary bargaining.

258. As fears grew that Allegheny's continued operation was at stake, pilots at Allegheny were informed by ALPA that the "Jets for Jobs" program was a prerequisite to launching negotiations for concessionary bargaining.

259. ALPA joined US Airways in applying intense pressure on pilot MEC representatives, and on all pilots on the Piedmont and Allegheny seniority list, to approve the Jets for Jobs program.

260. If Jets for Jobs were not approved, ALPA and US Airways

officials warned, Piedmont and Allegheny were at risk of being shut down.

261. Faced with the possibility of cessation of operations, the Piedmont and Allegheny pilots groups each separately ratified, in or about the early part of October 2002, a package of modifications to their collective bargaining agreements, including the letter of agreement incorporating the "Jets for Jobs" program and an array of pay and work rule concessions, by votes of 286 to 44 (at Piedmont) and 183 to 135 (at Allegheny)

262. This concessionary agreement was made palatable and, thus, ratified by the Piedmont and Allegheny pilots based, in large part, on the pilots' understanding of the precise terms of the Jets for Job provisions.

263. The "Jets for Jobs" program was marketed by ALPA to the Piedmont and Allegheny pilots as a means to enhance their career progression and to assure that Piedmont and Allegheny were afforded the opportunity to fly new RJ's.

264. In acceding to deep cuts in wages and benefits during the 2002 rounds of concessionary bargaining with management, the Piedmont and Allegheny pilots recognized that they would at least be entitled to career progression that would position them to sooner or later (depending on each pilot's relative seniority) fly the RJ and thus enhance not only their compensation, but also the security of their jobs.

265. US Airways emerged from bankruptcy on March 31, 2003, in

conformity with its previous pledge that it would exit bankruptcy by the end of the first quarter of 2003.

COUNT I
BREACH OF DUTY OF FAIR REPRESENTATION
[On behalf of all plaintiffs]
[Damages Sought: At least \$300,000 Per Plaintiff]

266. Plaintiffs repeat and reallege each and every allegation contained in paragraphs "1" through "265" herein, inclusive, with like force and effect as though set forth at length herein.

Post-Ratification Modifications

267. Upon information and belief, in or about the end of 2002, significantly after pilot ratification, substantial proposed changes were made to the letter of agreement, at ALPA's behest or with ALPA's concurrence, essentially encompassing a whole new proposed agreement.

268. Among the changes in the revamped proposal, many of the new aircraft to be introduced to Piedmont and Allegheny would be flown by a wholly-owned carrier with **all** of the applicable jobs awarded to Mainline pilots.

269. ALPA failed and refused to inform the Piedmont and Allegheny pilots of this turn of events.

270. Rather than permit the Piedmont and Allegheny pilots to negotiate (and, for that matter, to negotiate openly) for rights to fly equipment that was to be placed at Piedmont and Allegheny property, ALPA championed the rights of Mainline pilots to negotiate (and, for that matter, to negotiate secretly) for those very

rights.

271. Thus many (50 percent) of the jobs that were guaranteed to Piedmont and Allegheny pilots pursuant to the Jets for Jobs program were to be usurped by Mainline pilots, all without the consent of the affected pilot groups, and, for that matter, without even their knowledge.

272. Upon information and belief, at virtually the same time that Piedmont and Allegheny pilots were being constrained to surrender 50 percent of the large RJ seats to Mainline furlougees, the Mainline MEC was bargaining not just for that 50 percent, but for *all* of the new seats.

273. ALPA was thus caught between protecting the interests of its Mainline members and upholding its duty, as evinced by a previously executed and ratified agreement, to "regional" pilots.

274. In choosing to champion or accede to the revamped LOA 83, ALPA chose to advocate on behalf of its Mainline constituents, withheld pertinent information, kept secrets from its Piedmont and Allegheny constituencies, and nullified promises made to ALPA "regional" constituencies in favor of championing the rights of Mainline pilots.

275. Upon information and belief, due at least in part to ALPA's insistence (or that of the US Airways' MEC with ALPA's active acquiescence) on ultimate control by Mainline pilots over the RJ, and the political maneuvering occasioned thereby, US Airways chose to place the new RJ's elsewhere.

ALPA President's Representations

276. On or about January 8, 2003, the MEC chairmen at Piedmont, Allegheny, and Pacific Southwest Airline met with ALPA President Duane Woerth at Woerth's office and expressed their objections to the proposed revamped Letter of Agreement 83 ["LOA 83"], contending that it would violate their agreements.

277. On occasion, ALPA's President has failed and/or refused to execute an otherwise valid collective bargaining agreement, and such collective bargaining agreement has thus not been given effect.

278. Upon information and belief, Woerth, at the time, expressed uncertainty as to whether he would sign the document.

279. Upon information and belief, later that same month, Woerth declared that LOA 83 was inappropriate and that ALPA would not approve it, and, in the alternative, he championed the idea of a negotiated resolution.

280. The dangers and disadvantages posed by the revamped LOA 83 were that Piedmont and Allegheny pilots had made dramatic bargaining concessions in return for a right that had become, at best, theoretical; that any potential furloughs at Piedmont or Allegheny would likely be of those pilots other than the US Airways furloughees, who likely would maintain their positions at the top of Piedmont's and Allegheny's hierarchy; and that Piedmont and Allegheny pilots and their representatives were excluded from bargaining for the coveted RJ positions at their own airline.

281. Upon information and belief, over the ensuing months,

various inquiries of ALPA officials resulted in false reportage that LOA 83 had not, in fact, been signed, consistent with the comments attributed to Woerth in January of 2003.

The Secret Execution of LOA 83

282. In or after mid-July, 2003, however, it was independently

learned by Piedmont and Allegheny pilots that LOA 83 had previously been secretly signed by Woerth.

283. Confronted with a document that he had previously insisted had not and would not be signed, Woerth was forced to admit that LOA 83 had in fact been signed by him.

284. Upon information and belief, Woerth stated at the time that the document had been signed in April.

285. Subsequently, another copy of the executed document was obtained, bearing the date December 13, 2002.

286. ALPA officials subsequently confirmed that the latter date was accurate.

287. Thus, for many months after Woerth signed LOA 83, thus giving it effect, he actively maintained to interested pilots and to the MEC's of Piedmont and Allegheny that the document had not been, and would not be, signed.

Defendants' Breach Of Their Duties

288. By its conduct, ALPA acted in bad faith towards the plaintiffs herein and to all pilots on the seniority lists of Piedmont and Allegheny.

289. By its conduct, ALPA acted in an arbitrary manner to-

wards

the plaintiffs herein and to all pilots on the seniority lists of Piedmont and Allegheny.

290. By its conduct, ALPA acted in a manner that was discriminatory towards the plaintiffs herein and to all pilots on the seniority lists of Piedmont and Allegheny.

291. The conduct complained of herein constituted a breach of ALPA's duty of fair representation to each of the plaintiffs herein and to all of the pilots on the Piedmont and Allegheny seniority lists.

292. Piedmont and Allegheny pilots, and their MEC representatives on their behalf, bargained in good faith (and, in doing so, made significant concessions) with the expectation that the advantages of what they bargained for would ultimately accrue to them.

293. Piedmont and Allegheny pilots, and their MEC representatives on their behalf, bargained in good faith (and, in doing so, made significant concessions) with the expectation that ALPA was acting honestly, forthrightly, and reasonably with regard to its representation of the pilots and their interests.

294. By reason of ALPA's breach of its duty of fair representation to the Piedmont and Allegheny pilots, they were deprived of an array of career advancement opportunities and, more particularly, of the right to fly larger, more modern, equipment that would both secure and enhance their careers.

295. In acting as it did, the defendants evinced far more

concern for their duties to the Mainline pilots at US Airways than to the "regional" pilots at Piedmont and Allegheny, and did not even see fit to apprise their constituency at Piedmont and Allegheny of ongoing developments that directly affected their career goals and expectations.

296. By virtue of the breach of the duty of fair representation by each of the defendants herein, each plaintiff herein has been harmed in a sum to be determined at trial, but in no event less than the sum of Three Hundred Thousand (\$300,000.00) Dollars for each plaintiff.

WHEREFORE, Plaintiffs DANIEL J. TYGER, BRETT ALBERT,

ALAN

BEARDSLEY, ROBERT BOJANOWSKI, ELLIOT N. BRANDT, ROBERT W. BREAKELL, RYAN BUMANN, CHRIS BURNETT, JAMES BUSS, JOSHUA J. CADIEUX, KEVIN J. CAMERON, JOHN MARK CASE, M. BYRON CLARK, KENDAL J. CODDINGTON, JOHN CORRIGAN, CHARLES OTIS CROSSMAN, STANLEY S. CZARNIK, PETER J. DALTON, KEVIN DEEGAN, THOMAS DE LONG, JOHNATHAN DEUS, DANIEL M. DZENKOWSKI, JAMES M. ERO, DEREK FELTZ, DAVID FREEMAN, WILLIAM FREEMAN, DAVID FRISCHKORN, PETE GENERO, DAN GERBUS, PETE GIONET, DAVID M. GOODLEY, STEPHEN N. GREEN, DANIEL GURZI, OSCAR GUSTAFSON, BRIAN HANNAH, KEVIN HARMS, RICK H. HASHBARGER, HARRY HELMEN, JONATHAN HENLEY, JOHN HERR, ROBERT HOFFMAN, JAMES HUGHES, STEPHEN JAMESON, MARK JOHNSON, RUDY JUCKER, JAMES M. KRZEMINSKI, NATE LARSEN, SAM LEWIS, JASON MAGNESS, CHARLES MARTINAK, MICHAEL MARZIANI, FREDERICK J. MAURER, ERIC McCARTY, PHILIP V. McCOLLUM, SCOTT T. McGUIGAN, ROBERT L. McKINNEY, DAVID McLaurin, MICHAEL McMULLEN, PAUL MORSE,

ROBERT NOYES, JENNIFER OLSON, BEN OXLEY, JOHN PETRONE, ERIC
POGODZINSKI, JOHN RAKOCY, JR., DENNIS R. RICHARDS, BRADLEY ROSE,
MICHAEL RUDDY, MARK SCHERBERGER, JOSEPH SCLAFANI, JAY SCHLOFMAN,
RONALD SLATER, THOMAS G. SMITH, GREGORY J. SOLGA, JAMES B.
STETTLER, BARRY STINE, MARK STROTHER, STEPHEN B. SZALAI, PAUL
HARVEY TEMPLETON, JAMES TAYLOR, KURT VANEVENHOVEN, MICHAEL R.
WEGNER, WORTH WASHAM, GLEN H. WILLIAMS, ANDREW WILLS, WILLIAM
YAGGI, JEFF M. YAMASAKI, and MICHAEL YOUNG demand judgment against
defendants AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and DUANE E.
WOERTH, as President of Air Line Pilots Association, International,
as follows:

a) on behalf of all plaintiffs, as to the claims
set forth in Count I, such sum as may be determined at trial, but
in no event less than Three Hundred Thousand (\$300,000.00) for each
plaintiff herein.

- together with the costs and disbursements of this action,
applicable interest, attorneys' fees, and such other and further
relief as the Court may deem just and proper.

Dated: New York, New York
December January 2, 2004

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LEWIS, JASON MAGNESS, CHARLES MARTINAK,
MICHAEL MARZIANI, FREDERICK J. MAURER,
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