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U.S. DISTRICT COURT
DISTRICT OF NEVADA
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CLERK, U.S. DISTRICT COURT
BY: *Bertie Mansfield*
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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DAVID W. ALLEN, et al.,) CV-N-99-539-DWH(RAM)
)
Plaintiffs,)
) ORDER
v.)
)
AMERICAN AIRLINES, INC., and ALLIED)
PILOTS ASSOCIATION,)
)
Defendants.)

Before the court are defendants' motions for summary judgment. American Airlines, Inc. ("American") filed its motion for summary judgment (#35) on November 22, 2000; Allied Pilots Association filed its motion (#36) the same day. Plaintiffs filed papers in opposition to defendants' motions (#'s 44 & 45, respectively) and defendants replied (#'s 49 & 50, respectively). Having reviewed the submissions of the parties, the court concludes that these matters are appropriate for decision without oral argument. See LR 78-2. For the reasons stated below, the court grants defendants' motions.

I. Factual Background

This dispute arises from defendant American Airlines' ("American") purchase of Reno Air, Inc. ("Reno Air") in late 1998. Plaintiffs, who are almost 240 in number, are pilots employed by American who were formerly employed by Reno Air. The majority of plaintiffs are based in Reno

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1 and Las Vegas, Nevada. The gravamen of plaintiffs' complaint involves a dispute over the
2 combination of the two airlines' pilot seniority lists and arises under the Railway Labor Act, 45
3 U.S.C. § 151, *et seq.* According to plaintiffs, "[s]eniority merger is important because relative pilot
4 seniority governs all facets of pilot employment at American, including the award of promotional
5 opportunities for higher paying assignments, the monthly bidding of work schedules, and protection
6 from lay off." Amended Complaint, #4, ¶ 8.

7 Plaintiffs allege that, after announcing its intention to acquire Reno Air in November 1998,
8 American consummated the acquisition of Reno Air on December 23, 1998, by buying 80% of the
9 outstanding shares of Reno Air. *See* #4, ¶ 6. Plaintiffs allege that, to induce the Reno Air pilots to
10 tender the shares of Reno Air stock to American, it represented to plaintiffs that pilot lists would be
11 merged on a "fair and equitable" basis. *See id.* at ¶ 9. Plaintiffs also allege that American
12 represented to them that the merged list of pilots would not result in the "displacement if any
13 incumbent pilot from any position currently held." *Id.* at ¶ 10.

14 While plaintiffs were employed as pilots at Reno Air, the terms and conditions of their
15 employment were governed by a collective bargaining agreement. They had elected Air Line Pilots
16 Association ("ALPA") as their union representative. The terms and conditions of American's pilots
17 are also governed by a collective bargaining agreement. Defendant Allied Pilots Association
18 ("APA") is the union representing American pilots.

19 Plaintiffs allege that, on or about December 23, 1998, APA undertook to represent the
20 interests of the Reno Air pilots by negotiating on their behalf the terms of a merger agreement with
21 American. *See* #4, ¶ 6. Plaintiffs allege that APA represented to them that APA would meet and
22 discuss seniority integration with plaintiffs' representatives before entering into negotiations with
23 American on the subject. *See id.* at ¶ 12. Plaintiffs further allege that in January 1999, American
24 and APA began negotiations for the pilot merger agreement to establish the terms and conditions
25 under which the Reno Air pilots and the American pilots would be combined. *See id.* at ¶ 7.
26 Plaintiffs allege they were excluded from these and other negotiations involving the merger of the
27 pilot lists. *See id.* at ¶ 13.

28 Plaintiffs allege that the seniority proposal which was later agreed upon by defendants was

