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20 **UNITED STATES DISTRICT COURT**
21 **DISTRICT OF NEVADA**

22 INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, AIRLINE DIVISION; and
23 ALLEGIANT PILOTS ASSOCIATION,
24 LOCAL UNION NO. 2118,

25 Plaintiffs,

26 v.

27 ALLEGIANT AIR, LLC,

28 Defendant.

Case No.

**PLAINTIFFS' VERIFIED
COMPLAINT FOR
DECLARATORY, INJUNCTIVE
AND OTHER RELIEF FOR
DEFENDANT'S VIOLATIONS OF
THE RAILWAY LABOR ACT**



1 Plaintiffs, International Brotherhood of Teamsters, Airline Division ("IBT") and Allegiant
2 Pilots Association, Local Union No. 2118 ("Local 2118"; together with the IBT, "Plaintiffs", or
3 "Union"), for their verified complaint against Defendant Allegiant, LLC ("Allegiant," or
4 "Company"), hereby state and complain as follows:

5 INTRODUCTION

6 1. This is an action for injunctive relief, declaratory judgment, and other appropriate
7 relief, brought pursuant to the Railway Labor Act, 45 U.S.C. § 151, *et seq.* (hereinafter "RLA" or
8 "the Act"), and the Declaratory Judgment Act, 28 U.S.C. §§ 2201, 2202. This action is brought by
9 the Union on its own behalf and for and in the interests of all IBT-represented pilots in the service
10 of Defendant Allegiant.

11 2. The IBT is the certified exclusive bargaining representative of the pilots employed by
12 Allegiant. Local 2118 carries out the day-to-day representative functions of the IBT with respect to
13 the Allegiant pilots.

14 3. Allegiant and the Union have been engaged in collective bargaining negotiations to
15 amend their existing collective bargaining agreement for approximately four (4) years. Over the last
16 two (2) years, those negotiations have taken place under the supervision of the National Mediation
17 Board ("NMB").

18 4. The RLA imposes a statutory status quo obligation upon bargaining parties while they
19 are engaged in the RLA bargaining process. During this status quo period, the parties are prohibited
20 from changing the status quo, including objective working conditions, as it existed when their
21 negotiations commenced. They must maintain such statutory status quo until and unless they have
22 exhausted the negotiation procedures prescribed by RLA Sections 5 and 6, 45 U.S.C. §§ 155 and
23 156. Allegiant and the Union remain locked in NMB-mediated and supervised negotiations, and the
24 RLA bargaining processes have not yet been completed.

25 5. The Union is forced to bring this action because Allegiant violated its RLA status quo
26 obligation on January 4, 2025, and it continues to violate its RLA status quo obligation by imposing
27 a new term and condition of employment on the pilots. Specifically, as set forth in a notice to pilots
28 dated January 4, 2025, Allegiant is now compelling the pilots to take and complete a series of non-



1 Federal Aviation Administration ("FAA")-required, at-home, computer-based training ("non FAA-
2 required at-home CBT") courses on their off time. A true and correct copy of the January 4, 2025
3 notice is attached hereto as **Exhibit 1**.

4 6. Additionally, until its January 4, 2025, notice, it is undisputed that that pilots who
5 volunteered to take non FAA-required at-home CBT courses were not entitled to pay.

6 7. Now, as set forth in its January 4, 2025, notice, Allegiant has informed the pilots that,
7 without negotiating with, or discussing with, the Union, it has decided to start paying the pilots for
8 their time spent taking and completing the *non-FAA-required* at home CBT courses it is now
9 compelling them to take and complete as a new condition of their continued employment. Allegiant
10 has informed the pilots that the rates it has decided to pay them are the same rates specified in the
11 parties' collective bargaining agreement that apply exclusively to *FAA-required* at-home CBT
12 courses. In so doing, Allegiant has violated its statutory status quo obligation under the RLA by
13 unilaterally establishing and implementing rates of pay for pilot training.

14 8. Allegiant's unilateral imposition of a new term of continued employment upon the
15 pilots during the RLA's statutory status quo period by compelling its pilots to take and complete
16 non-FAA-required at-home CBT training, declaring that it will impose discipline up to and including
17 discharge on those pilots who fail to complete those courses, and unilaterally establishing and
18 implementing rates of pay payable to the pilots who take and complete the non-FAA-required, at-
19 home CBT courses are violations of the RLA and its status quo requirements. These unlawful "self-
20 help" actions by Allegiant violate the RLA, entitling the Union to immediate injunctive relief to
21 restore the bargaining status quo as required by the Act.

22 **JURISDICTION AND VENUE**

23 9. This Court has jurisdiction over the subject matter of this civil action under 28 U.S.C.
24 §§ 1331, 1337, and 1367 because this matter raises questions under the RLA, a federal law. Federal
25 district courts have jurisdiction to issue injunctions enforcing arbitration and other requirements of
26 the RLA. *See, e.g., Conrail*, 491 U.S. at 303,

27 10. Venue in this judicial district is proper under 28 U.S.C. § 1391(b).
28



11. The Norris-LaGuardia Act, 29 U.S.C. § 101, *et seq.*, does not deprive this Court of jurisdiction over the Plaintiffs' claims for injunctive relief because this action is brought to enforce the mandatory procedures of the RLA, 45 U.S.C. § 151, *et seq.*

PARTIES

12. Plaintiff IBT is an unincorporated labor organization. Through its Airline Division, the IBT is the exclusive bargaining representative, as that term is defined by Section 1, Sixth of the RLA, 45 U.S.C. § 151, Sixth, of the pilots employed by Defendant Allegiant. The IBT is headquartered at 25 Louisiana Avenue, N.W., Washington, D.C. 20001. On August 24, 2012, the National Mediation Board ("NMB") certified the IBT as the exclusive bargaining representative of a craft or class of pilots of Defendant in Case Number R-7332,

13. The IBT provides day-to-day representative services to the pilots employed by Defendant Allegiant through Plaintiff Local 2118. Local 2118 is an unincorporated labor organization and a chartered affiliate of the IBT. Local 2118 is headquartered at 10000 West Charleston Blvd., Suite 220, Las Vegas, Nevada 89135. Local 2118 is a chartered affiliate of the IBT. The IBT has delegated to Local 2118 the exclusive responsibility of providing day-to-day representation to the Allegiant pilots.

14. Defendant Allegiant is a limited liability corporate subsidiary of its publicly held parent, Allegiant Travel Company. Allegiant operates a commercial passenger airline in the United States. Defendant operates domestic flights as a so-called low-cost carrier to about one hundred destinations in forty (40) states. Defendant Allegiant's operating fleet consists of approximately one hundred and twenty-five (125) passenger jet aircraft. Its corporate headquarters is located at 1201 N. Town Center Drive, Las Vegas, NV 89144.

15. Defendant Allegiant is a carrier within the meaning of the RLA, 45 U.S.C. § 151, *et seq.* and 45 U.S.C. § 181.

FACTS

16. The NMB certified the IBT as the exclusive bargaining representative of Defendant Allegiant's pilots on August 24, 2012. The parties entered into their first collective bargaining agreement establishing rates of pay, rules and working conditions for pilots, and which became



1 effective on August 1, 2016. In the parlance of the RLA, the collective bargaining agreement became
2 “amendable” on July 29, 2021. This means that the CBA was set to renew itself each year without
3 change unless either party were to issue a notice of an intended change or changes within a
4 designated window period prior to July 29, 2021. A true and accurate copy of said collective
5 bargaining agreement in effect is attached hereto as **Exhibit 2** and is hereafter referred to as the
6 “CBA”).

7 17. On February 9, 2021, within the above-referenced window period, the Union duly
8 served a written notice upon Allegiant to initiate the statutory collective bargaining process for
9 negotiating and amending the parties’ extant CBA in accordance with Section 6 of the RLA 45
10 U.S.C. § 156. A true and accurate copy of said notice is attached as **Exhibit 3**.

11 18. RLA Sections 5 and 6 delineate the procedures that carriers and employee
12 representatives must follow when engaged in collective bargaining to amend their collective
13 bargaining agreements. As set forth in RLA Section 6 and as discussed above, RLA Section 6
14 establishes a status quo obligation on the bargaining parties while they are engaged in the Section 6
15 negotiation process. Specifically, RLA Section 6 requires that while bargaining parties remain
16 engaged in that process, “rates of pay, rules, or working conditions shall not be altered by the carrier
17 until the controversy has been finally acted upon as required by section 5 of this Act [45 U.S.C. §
18 155], by the Mediation Board, unless a period of ten days has elapsed after termination of
19 conferences without request for or proffer of the services of the Mediation Board.”

20 19. The parties commenced negotiations to amend the CBA shortly after the RLA Section
21 6 notice referenced in paragraph 17 above was served by the IBT. The parties have not reached an
22 agreement to amend the CBA.

23 20. On January 5, 2023, pursuant to section 5 of the statute, 45 U.S.C. § 155, the parties
24 jointly petitioned for the services of the NMB to mediate their collective bargaining negotiations. A
25 true and accurate copy of that request is attached as **Exhibit 4**. The parties commenced mediated
26 negotiations shortly thereafter. The NMB has been supervising and mediating the parties’ collective
27 bargaining for approximately two (2) years, but, to date, that process has not been concluded. As a
28 result, the RLA Section 6 statutory status quo cited in Paragraph 18, above, remains in effect.

21. Allegiant posts its training courses from its various departments online using its computer network system. Some of these courses apply to the pilots and others do not. The courses are listed under online “Departments,” such as “People Services,” “IT” and “Flight Operations.” *FAA-required* courses are listed in the Flight Operations section of Allegiant's computer network system.

22. The FAA-required Flight Operations courses are referenced herein as “FAA-required CBT courses,” as Pilots must complete them as a condition of employment with Allegiant. Additionally, as outlined in Section 3Q of the CBA, Allegiant must pay the pilots a collectively bargained rate of pay for completing FAA-required at-home CBT courses.

22. Allegiant's non-FAA-required at-home training courses are referred to herein as “non-FAA-required at-home CBT” courses. Until January 4, 2025, Allegiant pilots could volunteer to take them, but were not required or otherwise compelled by Allegiant to complete these non-FAA-required at-home CBT courses as a condition of their employment. Additionally, before January 4, 2025, Allegiant did not pay its pilots to complete non-FAA-required at-home CBT courses.

23. As noted in the preceding paragraph, pilots can, and some do, voluntarily take non-FAA-required at-home CBT courses. Until January 4, 2025, however, they were not *required* as a condition of employment to do so, and they were not subject to discipline if they chose not to take or complete those courses. The right to take these courses voluntarily was an objective working condition that was part of the RLA status quo prior to commencement of bargaining for an amended agreement under Section 6.

24. Prior to its January 4, 2025, notification, Allegiant did in 2020 purport to impose a non-FAA-required at-home CBT course requirement upon the pilots, threatening that the pilots' failure to complete those courses was a condition of their continued employment and that they would be disciplined up to and including termination if they failed to complete those courses. The Company, however, unconditionally retreated from this position in response to pilot and Union protests and never attempted to carry out its threat to discipline pilots who did not take or complete non-FAA-required at-home CBT courses. In so doing, *Allegiant conceded that it has no legal right to compel the pilots to take and complete non-FAA-required at-home CBT courses as a condition of*



1 *their continued employment.* The Union never acquiesced to a change to the status quo voluntary
 2 nature of this off-duty training.

3 25. Since retreating from its position in 2020 regarding its effort to compel its pilots to
 4 complete non-FAA-required at-home CBT courses without pay and on their off time, and until
 5 issuing its January 4, 2025 notice, Allegiant did not inform the pilots that they were required, as a
 6 condition of employment, to complete any non-FAA-required, at-home CBT courses. Some pilots,
 7 such as Captain James Cole, on occasion, *voluntarily* took a non-FAA required at-home CBT course
 8 without pay. Moreover, since no later than 2020, Allegiant knew that other pilots were not
 9 voluntarily taking non-FAA-required at-home CBT courses. Despite this knowledge, however,
 10 Allegiant did not claim any right to discipline those pilots. For example, Captain Cole opted not to
 11 take the following non-FAA-required at-home CBT courses listed on Allegiant's online computer
 12 network, but he was not disciplined for not completing them:

13	People Services: Code of Ethics - Key Policies	due 9/9/2022;
14	People Services: Allegiant Team Member Handbook	due 9/30/2022;
15	People Services: Allegiant Team Member Handbook	due 1/23/2023;
16	People Services: Code of Ethics - Acknowledgment	due 1/31/2023;
17	People Services: Preventing Harassment and Discrimination	
18	for Team Members - Recurrent	due 1/31/2023;
19	People Services: Allegiant Team Member Handbook - Recurrent	due 1/31/2024
20	People Services: Preventing Harassment and Discrimination	
21	for Team Members - Recurrent	due 1/31/2024

22 26. Captain Cole's experience, as discussed in the preceding paragraph, is not an isolated
 23 incident. For example, in an email dated September 4, 2022, Allegiant's manager and Chief Pilot
 24 Geir Bjoran, informed Local 1224's then-principal officer, Andrew Robles, that "we have a
 25 substantial number of pilots who have not completed the Code of Ethics Computer Based Training
 26 Module." Mr. Bjoran also informed Mr. Robles that the Flight Operations Department received
 27 information from a pilot that "[o]ur union has advised us pilots this is not FAA required and it is not
 28 required in our CBA contract to complete. Thank you." A true and correct copy of the September

1 14, 2022, email is attached hereto as Exhibit 5. Mr. Bjoran copied several Allegiant senior
2 executives on the email, including Maurice Gallagher, who was Chairman of the Board and
3 Executive Chairman of Allegiant's parent, Allegiant Travel Company, and Bill Fishburn, Allegiant's
4 Vice President, Labor Relations. *Id.* On information and belief, Mr. Robles did not respond to Mr.
5 Bjoran's email. Allegiant did not discipline the pilots for failure to complete the Ethics course
6 identified in Mr. Bjoran's email, including pilot James Cole. *See* Exhibit 4.

7 27. As noted in paragraph 5, above, on January 4, 2025, Allegiant informed its pilots that
8 they must complete three (3) non-FAA-required at-home CBT courses by January 30, 2025.
9 Allegiant identified the three (3) courses in its notice. Those courses are as follows:

10 People Services: Code of Ethics - Key Policies;

11 People Services: Preventing Harassment and Discrimination for Team Members; and

12 People Services: Allegiant Team Member Handbook – Recurrent

13 28. As also set forth in the January 4, 2025, notice, Allegiant has resurrected and now
14 implemented its previously abandoned claim that the pilots are required to complete these non-FAA-
15 required, at-home CBT courses as a condition of employment. *See* Exhibit 1. This means that if the
16 pilots do not complete these courses, they are subject to discipline up to and including discharge.

17 29. Allegiant's January 4, 2025, unilateral implementation of a term and condition of
18 employment whereby the pilots are now being compelled to complete non-FAA-required at-home
19 CBT courses violates the RLA status quo.

20 30. In its January 4, 2025, notice, Allegiant not only imposed a new term and condition of
21 employment upon the pilots but also unilaterally set a rate of pay for the non-FAA-required at-home
22 training coursework it is illegally foisting upon them. Specifically, it established a rate of pay for the
23 now imposed non-FAA-required at-home CBT coursework that is equal to the CBA rate for FAA-
24 required at-home coursework, as provided in Section 3Q of the CBA.

25 31. Allegiant's establishment and imposition of a new rate of pay for work that it has never
26 required pilots to perform as a condition of employment is a violation of the RLA status quo.

27 32. On behalf of the pilots and the Union, Greg Unterseher, the Trustee charged with
28 administering the affairs of Local 2118, responded to Allegiant's January 4, 2025, notice later that



1 day. As set forth in his response, Mr. Unterseher informed Allegiant that its actions constitute RLA
2 status quo violations and demanded that Allegiant must immediately restore the status quo. A true
3 and correct copy of Mr. Unterseher's letter is attached hereto as **Exhibit 6.**

4 33. Allegiant responded to Mr. Unterseher in a letter dated January 6, 2025. As set forth
5 therein, Allegiant claimed its actions did not violate the RLA status quo. A true and correct copy of
6 Allegiant's January 6, 2025, letter is attached hereto as **Exhibit 7.**

7 34. Under the RLA, when an employer asserts a contractual right to take the contested
8 action, the ensuing dispute is minor if the action is arguably justified by the terms of the parties'
9 collective bargaining agreement. Where, in contrast, the employer's claims are frivolous or obviously
10 insubstantial, the dispute is major. *Consol. Rail Corp. v. Ry. Labor Exec. Ass'n*, 491 U.S. 299, 307,
11 (1989). In an effort to conceal its RLA status quo violations and to avoid a court order directing it to
12 restore the RLA status quo, Allegiant, in its January 6, 2025 letter, manufactured, in bad faith, an
13 incorrect factual narrative in a frivolous effort to conceal its RLA status quo violations.

14 35. First, Allegiant falsely claimed that there existed a past practice of requiring pilots to
15 complete training that is not required by the FAA pursuant to Section 3Q of the CBA. Under the
16 RLA, an "established practice" is defined as prior conduct of the parties that has attained the dignity
17 of a relationship understood by the parties to at least impliedly serve as if it is part of the collective
18 bargaining agreement. *United Transp. Union, Local Lodge No. 31 v. St. Paul Union Depot Co.*, 434
19 F.2d 220, 222 (8th Cir. 1970). This means that for a practice to be considered "established," it must
20 demonstrate not only a pattern of conduct but also some kind of mutual understanding, either
21 expressed or implied. *Id.* at 222-223. *See also Detroit & Toledo Shore Line R.R. v. United Transp.*
22 *Union*, 396 U.S. 142, 150-151 (1969); *United Steelworkers of America v. Warrior & Gulf Navigation*
23 *Co.*, 363 U.S. 574, 581-582 (1960). Moreover, the practice must be with the knowledge and
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25
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27
28



acquiescence of the employees. *Brotherhood Ry. Carmen v. Miss. Pac. R.R. Co.*, 944 F.2d 1422, 1429 (8th Cir. 1991).

36. Prior to the January 4, 2025, announcement by Allegiant, any non FAA-required at-home CBT training coursework undertaken by the pilots was indisputably voluntary and unpaid. Therefore, Allegiant's past practice claim is completely unsupported by any facts, and thus, it is frivolous.

37. Second, the so-called Jackson Hole and Key West safety arbitration referenced by Allegiant in its January 6, 2025, letter provides no justification or support for the Company's actions now. Contrary to Allegiant's characterization of that arbitration, the at-home CBT coursework involved therein was *FAA-required training* for which the pilots were paid in accordance with CBA Section 3Q, a provision that, as noted above, applies exclusively to FAA-required at-home CBT coursework not, as is the case here, *non-FAA-required* CBT coursework. Accordingly, that arbitration involved FAA-required training, which was strictly *within the coverage and explicit language of CBA Section 3Q* and is, therefore, inapposite to the current matter.

38. Third, Allegiant cannot, in good faith, claim that the CBA's management rights clause authorizes or allows it to impose a new term and condition of employment *compelling* pilots to take unpaid, non-FAA-required CBA courses that had been the subject of a longstanding, recognized condition of employment whereby the pilots voluntarily could choose to take or not take non-FAA-required at home CBT coursework on their off time without penalty of discipline or discharge. In this regard, both parties recognized that CBA Section 3Q applies exclusively to FAA-required at-home CBT coursework. Allegiant even acknowledged this fact in its January 4, 2025, notice.

39. Allegiant's bad faith and frivolous reliance on CBA Section 3Q and the CBA's management rights clause to justify its actions is further undermined by the fact that during the course of the ongoing NMB-mediated negotiations to amend the CBA, Allegiant and the Union reached a tentative agreement to include non-FAA-required at-home CBT coursework as a required condition of employment, albeit, at least, a paid one. A true and correct copy of that tentative agreement is attached hereto as **Exhibit 8**, and paragraphs 3 and 7 of that tentative agreement reflect

1 this new condition of employment that will be implemented upon the completion of the parties'
 2 ongoing collective bargaining negotiations and ratification of an amended CBA. While the tentative
 3 agreement will only go into effect if and when an amended CBA is ratified by the pilots, the fact
 4 that the parties have tentatively agreed to change the current status quo as it applies to the mandatory
 5 nature of non-FAA-required at-home CBT coursework demonstrates that the parties both recognize
 6 that the current status quo does not permit the company to force pilots to undertake non-FAA-
 7 required CBT coursework now.

8 CAUSES OF ACTION

9 **COUNT I**

10 **(Violation of Section 6 of the Act, 45 U.S.C. § 156)**

11 40. The allegations of paragraphs 1 through 39 are hereby incorporated by reference in
 12 their entirety pursuant to Fed. R. Civ. P. 10(c).

13 41. Section 6 of the RLA, 45 U.S.C. § 156, provides that carriers shall not alter the terms
 14 of a collective bargaining agreement or working conditions until it has exhausted the collective
 15 bargaining processes delineated therein.

16 42. In violation of RLA Section 6, Defendant Allegiant has altered the status quo as it
 17 existed upon the filing of the RLA Section 6 notice to amend the CBA by unilaterally imposing new
 18 terms and conditions of employment upon the pilots by: (1) compelling them to undertake non FAA-
 19 required at-home CBT coursework on their off time and (2) unilaterally setting a rate of pay
 20 attributed to such newly imposed requirement.

21 **COUNT II**

22 **(Violation of Section 2, Seventh of the RLA)**

23 43. The allegations of paragraphs 1 through 42 of the Complaint are hereby incorporated
 24 by reference in their entirety pursuant to Fed. R. Civ. P. 10(c).

25 44. Section 2, Seventh of the RLA, 45 U.S.C. §152, Seventh, states:

26 No carrier, its officers, or agents shall change the rates of pay, rules, or working
 27 conditions of its employees, as a class, as embodied in agreements except in
 28 the manner prescribed in such agreements or in section 156 of this title.



45. The continuing acts and conduct by Defendant Allegiant of having unilaterally changed the Allegiant pilots' terms and conditions of employment as embodied in the CBA during ongoing RLA Section 6 negotiations to amend the CBA are in violation of RLA Section 2, Seventh.

COUNT III
(Violation of Section 2, First of the RLA)

46. The allegations of paragraphs 1 through 45 of the Complaint are incorporated by reference pursuant to Fed. R. Civ. P. 10(c).

47. Section 2, First of the RLA, 45 U.S.C. §152, First, states:

It shall be the duty of all carriers, their officers, agents, and employees to every reasonable effort to make and maintain agreements concerning rates of pay, rules, and working conditions, and to settle all disputes, whether arising out of the application of such agreements or otherwise, in order to avoid any interruption to commerce or to the operation of any carrier growing out of any dispute between the carrier and the employees thereof.

48. The continuing acts and conduct by Allegiant in unilaterally changing the Allegiant pilots' status quo working conditions, and the terms and conditions of employment as embodied in the CBA during negotiations for amendments to the collective bargaining agreement are in violation of Section 2, First of the RLA, 45 U.S.C. §152, First, in that Allegiant has not exerted every reasonable effort to maintain agreements as to rates of pay, rules and working conditions, nor to settle disputes.

INJUNCTIVE RELIEF

49. The allegations of paragraphs 1 through 48 are hereby incorporated by reference in their entirety pursuant to Fed. R. Civ. P. Rule 10(c).

50. As a direct and proximate result of Defendant Allegiant's unlawful actions and violations of the status quo:

- a. The RLA Section 6 bargaining process is being undermined and the Union's reputation in the eyes of the pilots it represents is and will continue to be diminished and undermined;



1 b. Defendant Allegiant's conduct is contrary to the public interest in stable
2 labor relations, the maintenance of agreements, and their orderly change
3 through the Act's procedures, as embodied in the RLA's carefully
4 constructed collective bargaining requirements and processes.

5 51. The injury suffered by the public, the Plaintiffs, and the pilots the Union
6 represents is irreparable and continuing; it cannot be recovered in an action at law or in
7 administrative or contractual proceedings.

8 52. Accordingly, for all the foregoing reasons, the Plaintiffs and the pilots the
9 Union represents are without an adequate remedy at law; Plaintiffs and the pilots will suffer serious,
10 substantial and irreparable injury unless Defendant Allegiant's unlawful conduct is enjoined. The
11 public interest in the RLA and interstate commerce requires that injunctive relief issue.

12 53. Defendant Allegiant will not be injured by granting injunctive relief requiring
13 it to comply with its duties under the RLA and to restore the status quo. Defendant Allegiant is
14 required by statute to address any operational or financial need for changes to existing agreements
15 exclusively through the collective bargaining procedures set forth in the RLA.

16 **PRAYER FOR RELIEF**

17 Accordingly, the Plaintiffs respectfully request that the Court grant judgment in their favor
18 and against Defendant Allegiant and declare that Allegiant is in violation of RLA Sections 2, First,
19 and Seventh, as well as RLA Section 6. Additionally, Plaintiffs respectfully request that the Court
20 issue preliminary and permanent injunctive relief restoring the Allegiant pilots' status quo and
21 enjoining Defendant and its officers, agents, and representatives from violating the Allegiant pilots'
22 status quo working conditions; from interfering with, coercing, or discriminating against the pilots
23 covered by the CBA; and from negotiating in bad faith with the IBT. Plaintiffs further request that
24 the Court enter an order directing that:

25 A. Defendant and its officers, agents, and representatives restore the status quo regarding
26 Allegiant's unlawful, unilateral changes thereto, as outlined above;



1 B. Defendant and its officers, agents, and representatives adhere to the terms of the RLA
2 status quo and cease and desist from violating it during ongoing, NMB-mediated collective
3 bargaining negotiations to amend the parties' CBA;

4 C. Defendant Allegiant bargain in good faith pursuant to Section 6 of the RLA;

5 D. Defendant conspicuously post copies of this Court's order at Defendant's
6 headquarters, crew room locations, flight operations facilities, and employee communications
7 websites for a period of one-hundred eighty (180) days;

8 E. That Defendant provide a copy of this Court's order to every Allegiant pilot covered
9 under the CBA, by certified mail at their most current address of record for the purpose of
10 ameliorating the effects of Defendant's unlawful conduct towards the pilots' rights under the RLA;
11 and

12 F. Plaintiffs be awarded their costs of suit herein;

13 G. Finally, Plaintiffs respectfully request that the Court grant Plaintiffs all additional
14 relief that may be equitable, including a reasonable award of attorney's fees.

15
16 Respectfully submitted,

17 Dated: January 14, 2025

18 By: /s/ Nathan Ring
19 Nathan R. Ring
20 Nevada State Bar No. 10278
21 Alex Velto
22 Nevada State Bar No. 14961
23 Bradley Combs
24 Nevada State Bar No. 16931
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Attorneys for Plaintiffs



VERIFICATION

I, Allegiant Captain J.R. Lynch, pursuant to 28 U.S.C § 1746, hereby declare under penalty of perjury under the laws of the United States of America that the allegations of the foregoing verified complaint are true and correct and that I can testify as such based upon personal knowledge in court.

Dated: January 14, 2025

Capt. J.R. Lynch

VERIFICATION

I, Allegiant Captain James Cole, pursuant to 28 U.S.C § 1746, hereby declare under penalty of perjury under the laws of the United States of America that the allegations of the foregoing verified complaint are true and correct and that I can testify as such based upon personal knowledge in court.

Dated: January 14, 2025

Capt. James Cole



Email: jrlynch@apa2118.org

Signature: James Cole
James Cole (Jan 14, 2025 17:54 EST)

Email: jcole@apa2118.org

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is an employee of REESE RING VELTO, PLLC, and on this 14th day of January, 2025, she caused to be served a true and correct copy of the above and foregoing PLAINTIFFS' VERIFIED COMPLAINT FOR DECLARATORY, INJUNCTIVE AND OTHER RELIEF FOR DEFENDANT'S VIOLATIONS OF THE RAILWAY LABOR ACT on the parties set forth below via email and U.S. Mail, first class, postage prepaid as indicated below and that she filed a true and correct copy of the above and foregoing document using the Court's CM/ECF e-filing system.

Further, Plaintiffs will employ a registered process server to complete service of this complaint and the Court issued summons upon Defendant at its address indicated below.

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Allegiant, LLC
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