[Counsel contact information omitted]

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

AIRLINE SERVICE PROVIDERS ASSOCIATION and AIR TRANSPORT ASSOCIATION OF AMERICA, INC., d/b/a AIRLINES FOR AMERICA, v. LOS ANGELES WORLD AIRPORTS, CITY OF LOS ANGELES, and DOES 1-50, Defendants.	CASE NO. **COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF** (Filed Nov. 20, 2014)

Plaintiff Airline Service Providers Association ("ASPA"), on behalf of its member airline service providers, and Plaintiff Air Transport Association Of America, Inc., d/b/a Airlines For America ("A4A"), on behalf of its member air carriers, allege as follows:

Nature of the Action

1. This is an action for declaratory and injunctive relief to declare unconstitutional and unenforceable section 25 ("Section 25") of the 2014 Certified Service Provider License Agreement ("Current CSPLA"), adopted and promulgated by Defendant City of Los Angeles by order of and through its department Defendant Los Angeles World Airports ("LAWA"), for all third-party

vendors and entities providing airline services ("ASPs") at Los Angeles International Airport ("LAX").[1]

2. Section 25, imposed by LAWA upon all ASPs as a condition of operation at LAX, requires that ASPs enter into agreements ("Labor Peace Agreements") with labor organizations which their employees have not chosen to represent them. Although such labor organizations would have no legal authority to speak for or negotiate on behalf of the employees, ASPs would have to enter into Labor Peace Agreements that include terms usually found only in collective bargaining agreements, including, among other things, a no strike clause and mandatory arbitration for *any* unresolved issues between the ASP and the labor organization. Despite the language in Section 25 that it shall not be construed to require any changes to employment terms, union recognition or collective bargaining, it cannot reasonably be implemented without doing precisely that, essentially regulating the labor relations and bargaining tools of ASPs and the airlines' selection of ASPs. In so doing, Section 25 violates federal labor laws and federal law governing the airline industry.

3. Section 25 is constitutionally infirm because it violates the Supremacy Clause in that it is preempted by the federal labor laws applicable to ASPs and the

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[1] As used herein, the term "Section 25" also encompasses and includes any other LAWA provision that requires ASPs to enter into Labor Peace Agreements, including but not limited to Section 3.6 of LAWA's Certified Service Provider Program ("CSPP"), which A4A and APSA also seek herein to declare unconstitutional and unenforceable.

Airline Deregulation Act of 1978. In addition, Section 25 is unconstitutionally vague in that men and women of common intelligence must guess at its meaning and proscriptions.

4. To redress irreparable harm to their rights, Plaintiffs seek declaratory and injunctive relief.

Jurisdiction and Venue

5. This Court has jurisdiction of this action (a) under 28 U.S.C. § 1331, because the case arises under (i) the Supremacy Clause of the Constitution of the United States, Article VI, clause 2; and (ii) the laws of the United States, including the National Labor Relations Act ("NLRA"), 29 U.S.C. § 151 *et seq.*, the Railway Labor Act ("RLA"), 45 U.S.C. § 151 *et seq.*, and the Airline Deregulation Act of 1978 ("ADA"), 49 U.S.C. § 41713(b)(1); and (b) under 28 U.S.C. §§ 2201 and 2202, since this is an actual controversy in which Plaintiffs seek declaratory judgment.

6. Venue is proper in this District under 28 U.S.C. § 1391(b), because Defendants are residents of, are found within, and have agents within, or transact their affairs in this District, and the activities giving rise to this action – the enactment of the unconstitutional provision – occurred in this District.

The Parties

7. Plaintiff ASPA is the principal trade organization of airport service providers retained by airlines to

provide airline-related services at LAX. ASPA's members include Air Serv Corporation, Aviation Safeguards, Calop Aeroground Services, G2 Secure Staff LLC, Gateway Group One, Hallmark Aviation Services, L.P., Integrated Airline Services, Menzies Aviation, PLC, Pacific Aviation Corporation, SAS Airline Services Group, Scientific Concepts, Inc., Servisair, Swissport USA Inc., Total Airport Services Inc., US Aviation Services and World Service West, LLC. Labor relations of ASPA's members – which include both unionized and non-union companies – are governed by either the RLA or the NLRA. ASPA and its members have an interest in the consistent enforcement of unitary federal regulation of airline industry labor relations pursuant to the NLRA, RLA and ADA.

8. A4A is a nonprofit corporation organized under the laws of the District of Columbia, with its principal place of business in Washington, D.C. A4A advocates for its member air carriers on issues of safety, security, customer service, environment, energy, taxes, economic growth, and other policies and measures relevant to the airline industry. A4A's members are Alaska Airlines, Inc., American Airlines Group, Inc. (American Airlines and US Airways), Atlas Air, Inc., Delta Air Lines, Inc., Federal Express Corporation, Hawaiian Airlines, Inc., JetBlue Airways Corp., Southwest Airlines Co., United Continental Holdings, Inc. (United Airlines), and United Parcel Service Co. All of A4A's members operate at LAX. A4A's member air carriers contract with ASPA members who are covered by Section 25.

9. ASPA and A4A bring this action on behalf of their members under the doctrine of representational standing in that (a) their members would otherwise have standing to bring this action in their own right; (b) the interests ASPA and A4A seek to protect are germane to their purpose; and (c) neither the claims asserted nor the relief requested require the participation of individualized members in the action. *Hunt v. Washington State Apple Adver. Comm'n*, 432 U.S. 333 (1977).

10. Defendant CITY OF LOS ANGELES ("City") is a municipal corporation formed under the laws of the State of California.

11. Defendant LAWA is a proprietary department of the City of Los Angeles. LAWA owns and operates three airports, including LAX.

The Facts

A. Background

12. For decades, airlines operating out of LAX have selected and retained ASPs to provide critical services for them at LAX. Examples of such services include, but are not limited to: aircraft fueling, aircraft cleaning, baggage handling and sorting, pushback and marshalling of aircraft, aircraft cooling and heating, aircraft loading and unloading, aircraft security, ID verification, ticket counter and gate functions, and wheelchair services. Starting around 1985, the ASPs working at LAX typically entered into a Non-Exclusive

License Agreement ("NELA") with LAWA that established license fees and various requirements in the context of LAX operations.

13. Starting around 2008, numerous parties, including airline and LAWA representatives met, considered and negotiated proposed terms for a Certified Service Provider Program License Agreement that was intended to replace NELAs. The license was to be part of a Certified Service Provider Program (as noted, "CSPP") that would establish eligibility criteria, service classifications and various monitoring and enforcement procedures for companies providing services at LAX. After the draft CSPP had been formulated, it was shared with both the ASPs and the Service Employees International Union ("SEIU"), which had been attempting to organize ASP employees at LAX, with limited success.

14. Approximately four years later, on or around August 6, 2012, LAWA approved and adopted the terms of a Certified Service Provider Program License Agreement ("Original CSPLA"). The Original CSPLA included a "Labor Harmony" provision (Section 24) that required ASPs to "abide by the requirements of all applicable labor laws and regulations, including the City of Los Angeles' Living Wage Ordinance," or else be subject to "progressive penalties leading up to decertification" as well as reimbursement obligations for LAWA's "reasonable costs"; it was scheduled to replace NELAs around July 1, 2014. A true and correct copy of the Original CSPLA is attached hereto as Exhibit A and incorporated herein.

15. On information and belief, sometime in the latter half of 2013, the SEIU communicated with and lobbied LAWA and the City in an effort to implement a significantly different Labor Harmony provision than the one contained in the Original CSPLA. On information and belief, for approximately six or more months, such communications and lobbying continued, but excluded participation or input from ASPs and the airlines.

16. On or about March 27, 2014, LAWA presented the ASPs and the airlines with a completely re-written Labor Harmony provision, now labeled a "Labor Peace Agreement"; the re-written provision, with minor modification, became Section 25, the provision at issue in this Complaint. The ASPs and airlines were given approximately two weeks to comment on this provision that LAWA, the SEIU and the City, on information and belief, had spent approximately seven months crafting. After protests by ASPs and airlines, a two-week "extension" to the comment period, until April 25, 2014, was granted.

17. During the short period available to them, the ASPs and airlines voiced numerous concerns, objections and questions to LAWA and the City relating to the new, re-written Labor Peace Agreement. Despite those concerns and questions, on or about May 5, 2014, LAWA, through its Board of Airport Commissioners, approved the Current CSPLA, including Section 25 thereof. Unless an ASP agrees and submits to its terms, the ASP will not be permitted to provide airline services at LAX. A true and correct copy of the Current

CSPLA is attached hereto as Exhibit B and incorporated herein.

B. Section 25

18. Section 25 provides, among other things, that:

> 25.1 Licensee shall have in place, at all required times, a labor peace agreement ("Labor Peace Agreement") with any organization of any kind, or an agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with service providers at LAX concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work ("Labor Organization"), which requests a Labor Peace Agreement.
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> 25.2 The Labor Peace Agreement shall include a binding and enforceable provision(s) prohibiting the Labor Organization and its members from engaging in the picketing, work stoppages, boycotts, or any other economic interference for the duration of the Labor Peace Agreement, which must include the entire term of any CSPLA.
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> 25.3 Licensee shall, upon LAWA's request, submit to LAWA a certification, signed by Licensee and any Labor Organizations, indicating the parties have entered into a Labor Peace Agreement.

25.4 In the event that Licensee and a Labor Organization are unable to agree to a Labor Peace Agreement within 60 days of the Labor Organization's written request, they shall submit the dispute to a mutually agreed upon mediator to assist the parties in reaching a reasonable Labor Peace Agreement. In the event that Licensee and a Labor Organization are unable to reach a reasonable Labor Peace Agreement through mediation, the parties shall submit the dispute to the American Arbitration Association . . .

25.5 Licensee may continue to operate at LAX during any negotiation, mediation or arbitration related to a Labor Peace Agreement conducted pursuant to Section 25.

25.6 In the event LAWA determines it necessary for public safety or the efficient operation of LAX to post police details or take other actions resulting from Licensee's violation of Section 25 or Section 26, LAWA shall have the authority to require that Licensee reimburse LAWA for all reasonable costs incurred by doing so.

25.7 Nothing in Section 25 shall be construed as requiring Licensee, through arbitration or otherwise, to change terms and conditions of employment for its employees, recognize a Labor Organization as the bargaining representative for its employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a Labor Organization.

C. The Applicable Federal Statutes

RLA/NLRA

19. The provisions of Section 25 constitute an attempt by LAWA and the City to regulate labor relations of the ASPS, in violation of the RLA and/or the NLRA, which preempt such efforts.

20. The RLA governs labor relations in the airline and railroad industries; the NLRA governs labor relations for all other private sector employers. Both statutory schemes provide exhaustive regulation for labor relations, including but not limited to collective bargaining, the selection of representation and the process for resolution of disputes.

21. Many of the ASPS are covered by the RLA; others are covered by the NLRA. Whether an employer is covered by the RLA or the NLRA is determined by the National Mediation Board ("NMB") and/or the National Labor Relations Board ("NLRB").

22. The NMB and NLRB have exclusive jurisdiction to resolve disputes over whether and by whom employees are represented for collective bargaining purposes. As stated by the court in *Aircraft Mechanics Fraternal Ass'n v. United Airlines, Inc.*, 406 F. Supp. 492, 506 (N.D. Cal. 1976):

> [A]t least where representation disputes are concerned, the National Mediation Board has been given complete jurisdiction under the Railway Labor Act which is coextensive with that of the National Labor Relations Board

> under the National Labor Relations Act. The jurisdiction of both administrative bodies is exclusive, with no power in the federal district courts to intrude. Both bodies are empowered to make unit (term "craft or class" under the Railway Labor Act) determinations and to ascertain who is the true representative of the employees and to certify that representative. Certification entitles the representative to exclusive status as bargaining agent, with whom the employer must "treat" or "bargain." In the process of ascertaining who the true representative is, each Board must insure against influence or coercion being brought to bear on the employees' will. The methods used and the remedies the respective boards are authorized to prescribe to mitigate against such unlawful influence or coercion differ significantly. But both Boards have "jurisdiction" over the total process by which bargaining representatives are selected.

23. Defendants may not adopt regulations that conflict with federal labor law or that would have the effect of regulating aspects of labor-management relations governed by those laws. State or local government actions that purport to regulate activities that are protected, prohibited, or intentionally left unregulated by the RLA and/or NLRA are preempted. *See San Diego Bldg. Trades Council v. Garmon*, 359 U.S. 236 (1959); *Int'l Ass'n of Machinists v. Wisc. Employment Rel. Comm'n*, 427 U.S. 132 (1976).

24. Section 25 impermissibly intrudes into the area of federally governed labor relations pursuant to

the RLA and NLRA by requiring that an ASP enter into a Labor Peace Agreement with any "Labor Organization" that requests one. In other words, as a condition of doing business at LAX, an ASP must agree to negotiate and enter into a Labor Peace Agreement with a Labor Organization that does not represent its employees, regardless of the wishes of those employees – and even, apparently, if the employees already have a collective bargaining representative. The Labor Organization thus effectively would become the bargaining representative of the employees with whom the ASP must deal without regard to the processes and requirements of the RLA and NLRA.

25. Section 25 also mandates that the Labor Peace Agreement include a "binding and enforceable" provision prohibiting the Labor Organization and its members from striking or engaging in any other form of economic interference during the term of the CSPLA. Thus, again, the Labor Organization effectively would become the representative of the employees, without having been certified as such by the NMB or NLRB, by virtue of being able to negotiate over the employees' ability to strike.

26. If the Labor Organization and ASP are unable to agree to the terms of a Labor Peace Agreement within 60 days, the dispute must be submitted to mediation and, absent agreement, to binding arbitration before the American Arbitration Association. In addition, although ASPs must enter into a Labor Peace Agreement with any Labor Organization that requests one, there is no corresponding obligation on the part of

a Labor Organization to request a Labor Peace Agreement (and thus agree to a no-strike provision), or to honor a request by an ASP to enter into a Labor Peace Agreement.

27. These provisions, alone and in combination, impermissibly tilt the playing field between labor and management by giving enormous leverage to the Labor Organizations in dealing with ASPs. It is wholly within a Labor Organization's discretion whether to seek a Labor Peace Agreement (with its concomitant no-strike provision) in the first place, and an ASP has no ability to do so, even in the face of a potential strike, picketing or other form of job action.

28. In those cases when a Labor Organization has requested a Labor Peace Agreement, it still would hold all the cards because the ASP *must* obtain a binding and enforceable no-strike provision, allowing the Labor Organization to withhold its agreement to such a provision unless and until it obtains significant concessions, either through negotiation, mediation or arbitration.

29. Finally, Section 25 does not appear to provide any sanction against a Labor Organization that violates a no-strike provision entered into as part of a Labor Peace Agreement. An ASP, on the other hand, faces the imposition of costs and other penalties – including the possibility of losing its right to do business at LAX altogether – associated with such a strike should Defendants conclude that the ASP violated Section 25 by

failing to obtain a no-strike provision that was "binding and enforceable."

30. For these reasons, Section 25 is preempted by the RLA and NLRA and, therefore, is unenforceable.

ADA

31. Section 25 also violates the provisions of the ADA, now codified at 49 U.S.C. §41713(b)(1), which expressly provide that the States and local governments "may not enact or enforce a law, regulation or other provision having the force and effect of law, related to a price, route or service of an air carrier."

32. The Congress of the United States was explicit about its intentions in enacting the pre-emption provisions of the Airline Deregulation Act, *i.e.* to "prevent conflicts and inconsistent regulations." H. Report No, 95-1211 at 16. The Supreme Court in *Morales v. Trans World Airlines, Inc.*, 504 U.S. 374, 383 (1992), held that the use of the words "related to" in the preemption provisions of the ADA "express a broad pre-emptive purpose" and prohibit all state laws "relating to" the rates, routes or services of an air carrier. Indeed, Congress expressly endorsed the holding in *Morales* in 1994 when it reenacted the recodified Title 49 into positive law, noting that it "did not intend to alter the broad preemption interpretation adopted by the United States Supreme Court in *Morales.*" H.R. Conf. Rep. No. 103-677 at p. 83 (1994).

33. The preemption clause of the ADA reflects the long-standing federal policy of preempting the field of aviation regulation. As Justice Jackson recognized in the early days of commercial aviation:

> Congress has recognized the national responsibility for regulating air commerce. Federal control is intensive and exclusive. Planes do not wander about in the sky like vagrant clouds. They move only by federal permission, subject to federal inspection, in the hands of federally certified personnel and under an intricate system of federal commands. The moment a ship taxies onto a runway it is caught up in an elaborate and detailed system of controls. It takes off only by instruction from the control tower, it travels on prescribed beams, it may be diverted from its intended landing, and it obeys signals and orders. Its privileges, rights, and protection, so far as transit is concerned, it owes to the Federal Government alone and not to any state government.

Northwest Airlines, Inc., v. State of Minnesota, 322 U.S. 292, 303 (1944) (J. Jackson, concurring).

34. Thus, "[t]he ADA's preemption clause . . . stops States from imposing their own substantive standards with respect to rates, routes, or services." *American Airlines, Inc. v. Wolens*, 513 U.S. 219, 232 (1995). In *Wolens*, the Supreme Court specifically noted the "potential for intrusive regulation of airline business practices inherent in state consumer protection legislation." *Id.* at 227-8.

35. Section 25 violates the preemption clause of the ADA because it is a regulation directly and substantially related to and connected with air carrier services. The Supreme Court recently clarified that the term "services" under the ADA encompasses precisely the kinds of services regulated by the Current CSPLA, such as boarding procedures, baggage handling, and food-and-drink matters incidental to and distinct from the actual transportation of passengers. *Northwest, Inc. v. Ginsberg*, 134 S. Ct. 1422, 1425 (2014); *see also Travel All Over the World, Inc. v. Kingdom of Saudi Arabia*, 73 F.3d 1423, 1433 (7th Cir.1996).

36. The ASPs provide critical services to the airlines, such as aircraft fueling, aircraft cleaning, baggage sorting and ramp handling, aircraft cooling and heating, aircraft loading and unloading, on-board catering of food and beverage, aircraft security, ID verification, ticket counter and gate functions, and wheelchair services. As noted, these services fall within the definition of "services" under the ADA. Section 25 will directly impact and regulate service providers at LAX and thus directly impact the airlines' selection of ASPs, the provision of airline services at LAX, and the cost of such services. As such, and in accordance with clear Supreme Court precedent, Section 25 is preempted by the ADA.

37. Moreover, Section 25 is not a provision or law of general applicability which has only an incidental effect on air carriers. Rather, it is aimed exclusively and solely at entities which provide airline services for airlines, with the express purpose and direct effect of

regulating and selecting which ASPs may and may not be retained by airlines. Indeed, such entities encompass airlines themselves: on information and belief, three non-U.S. airlines which provide airline services to other airlines have been forced to sign the current CSPLA as a condition of providing such services at LAX. Section 25 therefore constitutes a direct and prohibited attempt to regulate the services of an air carrier. *Morales*, 504 U.S. at 383-84 (the meaning of the phrase "related to" includes laws that have a "connection with" a service).

Unconstitutional Vagueness

38. Section 25 violates the constitutional requirement of due process in that it does not properly distinguish conduct which is permissible from that which is impermissible. It is unconstitutionally void for vagueness because it does not clearly distinguish conduct which is unlawful from that which is lawful.

39. The following terms, purported definitions or phrases render Section 25 void for vagueness: the term "Labor Peace Agreement," the definition of "Labor Organization," the phrase "arbitration conducted in accordance with the AAA rules," and the term "reasonable Labor Peace Agreement."

40. The terms "Labor Peace Agreement" and "reasonable Labor Peace Agreement," beyond the requirement that such an agreement prohibit a Labor Organization and its members from engaging in the picketing, work stoppages, boycotts, or any other

economic interference for its duration, is subject to broad and unreasonable interpretation and could include anything demanded by any party at any time that is not facially inconsistent with Section 25.7.

41. The definition of "Labor Organization" as constituting "any organization of any kind, or an agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with service providers at LAX concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work" is subject to broad and unreasonable interpretation and could include or exclude any kind of person or entity claiming or seeking to represent workers.

42. The phrase "arbitration conducted in accordance with the AAA rules" is subject to broad and unreasonable interpretation in that the AAA has different sets of rules, including but not limited to those dealing with binding arbitration, non-binding arbitration and labor matters.

43. Nor does the Current CSPLA contain provisions explaining how Section 25 is to be interpreted or implemented; some examples of missing terms include but are not limited to:

a. Who would bear the costs of the mediation and arbitration procedures discussed in Section 25;

b. Which of the different sets of rules of the American Arbitration Association would

apply to the arbitration contemplated by Section 25;

c. What specific terms of a Labor Peace Agreement would be considered standard or acceptable to LAWA in the event arbitration failed to resolve any dispute between an ASP and a Labor Organization;

d. Whether an ASP would be bound by Section 25 if a Labor Organization did not honor the terms applicable to it;

e. If and how a penalty would be assessed towards an ASP from alleged non-compliance with Section 25;

f. Whether there would be any penalty against a Labor Organization, its members, and/or ASP employees that violated a no-strike provision in a Labor Peace Agreement;

g. Whether an ASP would be obligated to enter into multiple Labor Peace Agreements if asked to do so by more than one Labor Organization;

h. Whether a Labor Organization could request a Labor Peace Agreement from an ASP whose employees already had a collective bargaining representative.

D. Imminent Harm

44. All ASPs seeking to provide services at LAX must agree to the Current CSPLA, including Section

25. If an ASP refuses to sign the Current CSPLA it will lose its right to do business at LAX. A4A's member airlines would also be damaged by such loss of certification because competition among ASPs would be diminished; the airlines would have fewer ASPs from which to select; and the cost of the services provided would increase.

45. Alternatively, if ASPs submit to Section 25 but fail to reach an agreement with a "Labor Organization" containing the conditions mandated by LAWA, they would be similarly subject to decertification and the loss of the right to be retained by airlines. And, if an ASP is forced to enter a Labor Peace Agreement, the Labor Organization would of course seek something in return, altering the terms of employment for the ASP's employees, and increasing costs to the ASP and the airlines.

46. Thus, the members of A4A and ASPA will suffer injury if enforcement of Section 25 is not enjoined. As in *Morales*, ASPA's members here are "faced with a Hobson's choice: continually violate [state] law and expose themselves to potentially huge liability; or violate the law once as a test case and suffer the injury of obeying the law during the pendency of the proceedings and any further review." Airlines will suffer because there will be uncertainty over whether any particular ASP will be certified to do business at LAX; airlines will have fewer ASPs with which to contract; and the cost of services will increase. Further, the ability of the air carrier members of A4A to provide efficient service to the traveling public would be

undermined, rather than enhanced, if airline services are to be subject to multiple forms of regulation at the hundreds of airports in the nation.

47. Plaintiffs' members have no adequate remedy at law. If an injunction is granted, the Defendants will not suffer any cognizable harm. Defendants cannot claim injury from an order compelling them to comply with preexisting Federal law. Far greater injury will be inflicted upon the members of the Plaintiffs, their employees and the traveling public by the refusal to grant the relief sought herein than Defendants will suffer by the grant of the declaratory and injunctive relief requested.

Count One

Violation of the National Labor Relations Act and the Railway Labor Act (Preemption)

(Against all Defendants)

48. Plaintiffs repeat and reallege paragraphs 1 through 47 of this Complaint as though fully set forth herein.

49. The provisions of Section 25 are invalid and unenforceable because they are preempted by the RLA and NLRA and therefore unconstitutional pursuant to the Supremacy Clause of the Constitution of the United States, Article VI.

Count Two

Violation of the Airline Deregulation Act of 1978 (Preemption)

(Against all Defendants)

50. Plaintiffs repeat and reallege paragraphs 1 through 47 of this Complaint as though fully set forth herein.

51. The provisions of Section 25 are invalid and unenforceable because they violate the express preemption provisions of the Airline Deregulation Act of 1978, now codified at 49 U.S.C. §41713(b)(1), and therefore unconstitutional pursuant to the Supremacy Clause of the Constitution of the United States, Article VI.

Count Three

Due Process (Void for Vagueness)

(Fifth and Fourteenth Amendments of the United States Constitution)

(Against all Defendants)

52. Plaintiffs repeat and reallege paragraphs 1 through 47 of this Complaint as though fully set forth herein.

53. Anyone of reasonable intelligence must necessarily guess what conduct is permitted or prohibited under Section 25.

54. Section 25 is impermissibly vague in all of its applications, in violation of the Fifth and Fourteenth Amendments to the United States Constitution.

Prayer for Relief

WHEREFORE, Plaintiffs ASPA and A4A, on behalf of their respective members, pray that this Court:

1. Issue a Declaratory Judgment that Section 25 (and any other LAWA provision that requires ASPs to enter into Labor Peace Agreements) is invalid and unenforceable because it is pre-empted by the Constitution and laws of the United States and is impermissibly vague; and

2. Issue a preliminary injunction, the same to be made permanent on final judgment:

> A. Restraining and enjoining the Defendants, their agents and employees, and all persons acting in concert or participation with them, from, in any manner or by any means, enforcing or seeking to enforce the provisions of Section 25 and any other LAWA provision that requires ASPs to enter into Labor Peace Agreements, determined by this Court to be invalid, pre-empted by federal law and impermissibly vague;
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> B. Requiring the Defendants to issue such notices, and take such steps as shall be necessary and appropriate to carry into effect the substance and intent of paragraph "A" above, including but not limited to, the requirement that Defendants publicly withdraw and rescind any directions, requests or suggestions to any ASP that it is bound by or must be bound by Section 25 and any other LAWA provision that requires ASPs to enter into Labor

Peace Agreements, determined by this Court to be invalid, pre-empted by federal law and impermissibly vague; and

C. Grant such other, further or different relief as to which the Plaintiffs may be entitled.

Dated: November 20, 2014

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By: /s/ Matthew P. Kanny
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Dated: November 20, 2014

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[Exhibits A and B to Complaint omitted]