

NTSB Order No. EA-6001

Adopted by the NATIONAL TRANSPORTATION SAFETY BOARD
at its office in Washington, D.C.
on the 10th day of April, 2025

CHRIS ROCHELEAU,¹
Administrator,
Federal Aviation Administration,

Complainant,

v.

LESLIE GRANT, III,

Respondent.

The Administrator of the Federal Aviation Administration (FAA) appeals the oral initial decision of Administrative Law Judge William R. Mullins, issued February 28, 2017.² By that decision, the law judge dismissed the order of suspension against Leslie Grant, III (respondent). The law judge determined that the Administrator failed to prove by a preponderance of the evidence the allegations in the complaint, which alleged that respondent violated 14 CFR

² A copy of the initial decision, an excerpt from the hearing transcript, is attached.

§§ 135.293(a) and (b),³ 135.299(a),⁴ 135.343,⁵ and 91.13(a)⁶ regarding the authority to operate Part 135 flights.⁷ For reasons discussed below, the Board denies the Administrator's appeal and affirms the law judge's decision.

I. Factual Background

Respondent was a contract pilot for Aircraft Charter Management Services, LLC (ACMS), an aircraft crew services company, and held an airline transport pilot (ATP) certificate.⁸ ACMS provided aircraft crew services to ASI Aviation, LLC (ASI), which is not a

³ Section 135.293(a) provides that, "[n]o certificate holder may use a pilot, nor may any person serve as a pilot, unless, since the beginning of the 12th calendar month before that service, that pilot has passed a written or oral test, given by the Administrator or an authorized check pilot, on that pilot's knowledge" in several areas. Similar, section 135.293(b) requires certificate holders to participate in competency checks during the same time period."

⁴ Section 135.299(a) provides:

No certificate holder may use a pilot, nor may any person serve, as a pilot in command of a flight unless, since the beginning of the 12th calendar month before that service, that pilot has passed a flight check in one of the types of aircraft which that pilot is to fly. The flight check shall-- (1) Be given by an approved check pilot or by the Administrator; (2) Consist of at least one flight over one route segment; and (3) Include takeoffs and landings at one or more representative airports. In addition to the requirements of this paragraph, for a pilot authorized to conduct [instrument flight rules] operations, at least one flight shall be flown over a civil airway, an approved off-airway route, or a portion of either of them.

⁵ Section 135.343 provides:

No certificate holder may use a person, nor may any person serve, as a crewmember in operations under this part unless that crewmember has completed the appropriate initial or recurrent training phase of the training program appropriate to the type of operation in which the crewmember is to serve since the beginning of the 12th calendar month before that service. This section does not apply to a certificate holder that uses only one pilot in the certificate holder's operations.

⁶ Section 91.13(a) prohibits operating an aircraft in a careless or reckless manner so as to endanger the life or property of another.

⁷ Companies operate non-scheduled commercial aircraft, such as private air charters and air taxis, under 14 CFR Part 135, adhering to the safety procedures and guidelines established by the FAA for these types of operations.

⁸ Compl. ¶¶ 1-2; Answer ¶ 1.

Part 135 air carrier. ACMS also provided aircraft crew services to CSG Aviation, LLC (CSG), which is a Part 135 air carrier.⁹

The parties stipulated that ASI and ACMS were not authorized by the FAA to conduct operations under Part 135 of the Federal Aviation Regulations (FARs), and respondent was not trained and qualified to operate Part 135 flights for ASI or ACMS.¹⁰ The parties also stipulated, however, that respondent was trained and qualified to operate Part 135 flights for CSG.¹¹

On or about May 20, 2015, the FAA issued an emergency cease and desist order (Order) to ASI, ACMS, and the owner of ASI.¹² The Order indicated that ASI and ACMS violated the FARs because their separate business operations collectively constituted aircraft charter flights requiring an air carrier operating certificate under Part 135, which they did not have.¹³ The Order listed a Pilatus PC-12/47 (hereinafter, N10HS) as an aircraft that was “used to operate aircraft for compensation or hire and/or to provide air transportation ... to numerous individuals and/or entities when ... [ASI and ACMS] did not possess the required FAA air carrier certificate[.]”¹⁴ The Order required, in relevant part, that ASI and ACMS “immediately cease and desist operating as an air carrier or offering to provide air transportation ... until [ASI and ACMS] obtain[] a valid, effective, and properly issued air carrier operating certificate issued to them by the FAA.”¹⁵

On August 5, 2015, respondent operated N10HS as pilot-in-command on a flight carrying passengers that departed from Dallas Addison Airport (KADS) in Dallas, Texas, and landed at

⁹ Tr. 156.

¹⁰ Tr. 15, 61-62; Answer ¶¶ 9-11.

¹¹ Tr. 14-15, 85-86, 162; Exh. R-4.

¹² Compl. ¶ 3; Exh. A-4.

¹³ Exh. A-4 at 2-3.

¹⁴ *Id.*

¹⁵ Exh. A-4 at 8.

West Houston Airport (KIWA), in Houston, Texas (hereinafter, the August 5 flight).¹⁶ Prior to take off, FAA personnel conducted a ramp inspection and spoke with respondent and the second-in-command pilot.¹⁷ N10HS was an aircraft listed on CSG's Part 135 air carrier certificate.¹⁸

II. Procedural History

On April 13, 2016, the Administrator issued an order, which became the complaint in this case, suspending respondent's ATP certificate for 90 days. The complaint alleged respondent, on behalf of ASI, operated N10HS as a Part 135 direct air carrier when ASI did not have the authority to operate the flight. Specifically, the complaint alleged respondent operated the August 5 flight for ASI without having passed the written or oral test required by 14 CFR § 135.293(a), the competency check required by § 135.293(b), the flight check required by § 135.299(a), or the initial or recurrent training required by § 135.343. The complaint further alleged that those infractions constituted careless or reckless operation of an aircraft in violation of 14 CFR § 91.13(a). On April 29, 2016, respondent filed a timely notice of appeal.

A. Hearing

The law judge conducted a hearing on February 28, 2017. The Administrator called Ms. Twila Grooms, the customer who booked the August 5 flight, and Mr. Paul D'Allura, an FAA Aviation Safety Inspector on the Special Emphasis Investigations Team who the law judge designated as an expert in aviation operations.¹⁹ Respondent testified on his own behalf.

¹⁶ Compl. ¶¶ 5, 6; Answer ¶¶ 5, 6.

¹⁷ Tr. 67.

¹⁸ Exh. A-1 at 22.

¹⁹ Tr. 55-56; 59-61.

1. Administrator's Witnesses

a. Twila Grooms

Ms. Grooms manages Cady Cela Ventures I, LLC, the general partner of Flagstone Lending Group Holdings, LP (Flagstone).²⁰ She testified that, on behalf of Flagstone, she negotiated agreements with ASI and ACMS at the same time, and she signed a separate agreement for each entity.²¹ She stated that the ASI agreement, Aircraft Share Dry Lease Agreement 1010b (Dry Lease Agreement), was “for hours on an airplane,” explaining a set amount was paid monthly to receive credit for flight time.²²

Ms. Grooms testified that she was not informed that she would have operational control of the aircraft or what it meant to operate aircraft under Part 91²³ or Part 135.²⁴ She further stated that she did not discuss aircraft maintenance, indicating she believed ASI maintained the aircraft, took care of the insurance, and was responsible for any damage to persons, property, or the aircraft.²⁵ She testified that she was not offered access to flight or maintenance logs for the aircraft.²⁶ She admitted knowing where the aircraft was hangared, and that Flagstone would have to pay to relocate the aircraft if it went outside a certain radius.²⁷ Ms. Grooms further testified

²⁰ Exh. R-6 at 11, 15. (Exhibit R-6 does not include page numbers. Citations to pages in Exhibit R-6 treat the first page of the exhibit titled, Aircraft Share Dry Lease Agreement 1010b, as page 1.)

²¹ Tr. 29, 37; Exh. R-6 at 11, 15.

²² Tr. 29, 31-32; Exh. R-6 at 1-11. The Dry Lease Agreement indicated it was for a 1/16th interest in N10HS or other aircraft. Exh. R-6.

²³ Part 91 flight operations are conducted under 14 CFR Part 91, the rules for non-commercial flights, typically private pilots flying for personal use or recreational purposes where no payment is received for transporting passengers or cargo.

²⁴ Tr. 35.

²⁵ Tr. 34.

²⁶ *Id.*

²⁷ *Id.*

that ACMS was the entity that provided the pilots; Flagstone paid a set amount every month; she never requested specific pilots, and she assumed ASI made the arrangements for the pilots.²⁸

With respect to the August 5 flight, Ms. Grooms testified that she made the flight arrangements in the usual manner that she arranged flights with ASI, namely, after she emailed ASI with the date and time, she received a confirmation email from ASI and did not make a separate request for the aircraft crew.²⁹ She testified that, at the time of the August 5 flight, she had not heard of CSG and did not know N10HS was operated by CSG, although N10HS was named in the Dry Lease Agreement.³⁰

On cross-examination, Ms. Grooms admitted the terms of the Dry Lease Agreement in effect at the time of the August 5 flight were binding and that Flagstone, as the lessee, retained operational control of N10HS.³¹ She described making separate payments to ASI for the aircraft lease and ACMS for pilot services.³²

b. FAA Aviation Safety Inspector Paul D'Allura

Inspector D'Allura testified about his investigation, Part 135 operations, respondent's Part 135 qualifications, and the FAA's choice of sanction.³³ Specifically, he testified that he conducted a ramp inspection of N10HS at KADS on August 5, 2015, explaining that N10HS was part of an ongoing investigation in which it was believed that ASI was operating without an air carrier's certificate.³⁴ Inspector D'Allura testified that he and a colleague went to KADS where

²⁸ Tr. 29, 32; Exh. R-6 at 12-15.

²⁹ Tr. 30-31, 35. Ms. Grooms was not a passenger on the August 5 flight.

³⁰ Tr. 36.

³¹ Tr. 40-46. Ms. Grooms testified that she entered into the Dry Lease Agreement in 2012 and a similar agreement in 2016.

³² Tr. 52.

³³ Tr. 62-105.

³⁴ Tr. 62-63.

they observed respondent and the second-in-command pilot deplane N10HS.³⁵ Inspector D’Allura explained that he and his colleague approached respondent, requested his pilot and medical certificates, and spoke to him.³⁶ He testified that respondent told him the flight was operated under Part 91, there was a lease agreement, and the passengers were part-owners.³⁷ Inspector D’Allura testified that he also spoke with a passenger who showed him an ASI email that included what appeared to be a flight itinerary.³⁸

Inspector D’Allura testified that, since N10HS is listed on CSG’s air carrier certificate, he went to CSG on or about August 18, 2015, to obtain the flight log for the August 5 flight (hereinafter, Flight Log 1).³⁹ He said former Chief Pilot of CSG, Russ Appleton,⁴⁰ gave him Flight Log 1, explaining the top half of the flight log has a FAR column with a number “91” in seven boxes, indicating flight legs one through seven were operated under Part 91.⁴¹ Inspector D’Allura testified that the bottom half of the flight log has eight rows, labeled “LEG1” to “LEG8” with a number “135” indicating flight legs one through seven were operated under Part 135, but noted it was unusual that the weight and balance information was not included in that section.⁴² He opined that Flight Log 1 was altered, stating: “[On] closer examination, it looked to [me] that where the 135[s] [are], there’s something in the background, that maybe [they] had

³⁵ Tr. 62-63, 66-67. There were no passengers on the flight landing at KADS.

³⁶ Tr. 67.

³⁷ Tr. 67-68, 76.

³⁸ Tr. 68-89.

³⁹ Tr. 76-77, 81; Exhs. A-6(a); A-7.

⁴⁰ Exh. A-1 at 10.

⁴¹ Tr. 77-79; Exh. A-6(a).

⁴² Tr. 79-80; Exh. A-6(a). Inspector D’Allura explained that the purpose of the bottom portion of the document is to put the weight and balance information for Part 135 flights. Tr. 80.

been altered to show 135. And we surmised possibly that they missed possible alteration of the document, where it said 91 at the top was missed.”⁴³

Inspector D’Allura testified that, prior to respondent’s deposition, respondent provided a different flight log (hereinafter, Flight Log 2) that contained conflicting information to Flight Log 1.⁴⁴ In this regard, he explained the top half of Flight Log 2 is identical to the top half of Flight Log 1 in that it indicates flight legs one through seven were operated under Part 91.⁴⁵ He further explained that the bottom half of Flight Log 2 is different because flight legs one, three, five, and seven include a number “91” and a right-to-left slash in each box, and flight legs two, four, and six include a number “135” with weight and balance information.⁴⁶

Inspector D’Allura concluded that the August 5 flight was operated by ASI under Part 135.⁴⁷ He further opined that ASI had operational control of N10HS.⁴⁸ He explained that the reasons for his opinions were that respondent told him the flight was operated under Part 91 at the ramp inspection, the passengers did not know anything about N10HS, the passengers were not owners of N10HS, the passengers did not have knowledge of the flight operation, the passengers were seeking transportation for hire, the passengers and aircraft crew did not know each other and, finally, there were inconsistencies between Flight Log 1 and Flight Log 2.⁴⁹

Concerning Part 135 operations, Inspector D’Allura testified about the FAA certification process and the requirement that an operator must complete an application and submit various manuals, training curricula, general operations manuals, and maintenance programs to the

⁴³ Tr. 80.

⁴⁴ Tr. 81-83; Exh. A-6(b). Respondent was deposed on September 2, 2015. Tr. 89.

⁴⁵ Tr. 83; Exh. A-6(b).

⁴⁶ Tr. 83; Exh. A-6(b).

⁴⁷ Tr. 75, 86.

⁴⁸ Tr. 76.

⁴⁹ Tr. 75-76, 91.

FAA.⁵⁰ Inspector D’Allura testified that the FAA then issues the air carrier certificate and operations specifications to the operator.⁵¹

With respect to respondent’s qualifications, Inspector D’Allura testified that respondent was qualified to operate N10HS for CSG.⁵² He explained that, while respondent was qualified to manipulate the controls of N10HS, he was not qualified to operate any flight for ASI under Part 135.⁵³ In this regard, Inspector D’Allura testified that ASI did not have the guidance, manuals, or company policies and procedures required to conduct Part 135 operations.⁵⁴ He further explained that ASI does not hold an air carrier’s certificate and does not have operations specifications to function as an air carrier.⁵⁵ Inspector D’Allura testified that ASI did not have FAA approval to conduct air operations for the public, and that respondent did not complete the training or testing required under 14 CFR §§ 135.293(a) and (b), 135.297, 135.299, and 135.343 for ASI.⁵⁶ Inspector D’Allura testified that, pursuant to FAA Order 8900.1, respondent’s CSG training for

⁵⁰ Tr. 61.

⁵¹ *Id.*

⁵² Tr. 98.

⁵³ Tr. 99.

⁵⁴ *Id.*

⁵⁵ *Id.*

⁵⁶ Tr. 86, 99. Regarding the relevant training requirements, Inspector D’Allura stated:

135.343 is the training requirement that encompasses the initial recurrent transition, the various training requirements that the FAA has for an airman. And then 135.293(a) would test the oral capacity of the individual in terms of the knowledge of the company’s operations and the aircraft itself. 293(b) would be the competency check to see that they can operate the controls of the aircraft and they can fly the aircraft. 297 would be their proficiency IFR, instrument flight rules, and then 299, their flying check, which would demonstrate their ability from point A to point B, using the company’s operations procedures and rules.

Tr. 90.

Part 135 operations is not transferrable and does not satisfy any ASI training requirements because ASI does not have an air carrier's certificate.⁵⁷

Inspector D'Allura testified that respondent, as an ATP certificate holder, should know the difference between Part 91 and Part 135 operations because ATP certificate holders are expected to have the highest level of understanding of aviation.⁵⁸ Inspector D'Allura opined that respondent's operation of the August 5 flight was unreasonable based on the following: respondent received the May 2015 emergency cease and desist Order twice; respondent told him that the passengers were part owners, which was false; respondent believed a lease existed, but did not have access to it; respondent told him it was a Part 91 flight; and, finally, the suspect manner in which the flight logs were completed.⁵⁹ Inspector D'Allura further opined that respondent should have sought outside legal counsel if he had concerns about the Order or who was operating the August 5 flight, and he should have spoken to the passengers.⁶⁰

With respect to the 90-day sanction imposed by the FAA, Inspector D'Allura explained that the Sanction Guidance Table (SGT) in Appendix B of FAA Order 2150.3B⁶¹ specified a sanction range of a 30-90 day suspension for missed proficiency check or line check, a 30-90 day suspension for lack of current experience, a 30-90 day suspension for lack of initial or current training, and a 60-120 day suspension for conducting an operation without the required operating

⁵⁷ Tr. 90. Inspector D'Allura described FAA Order 8900.1 as follows:

FAA Order 8900.1 talks to the use of training from another program, from another carrier, and it does allow for some training to be moved over, specific manipulation of the aircraft, that kind of training. But when it comes to specifics for company operations and op specs and so on, those are -- they're intricate to the individual organization....

Tr. 100.

⁵⁸ Tr. 102.

⁵⁹ Tr. 103-04.

⁶⁰ Tr. 100-03.

⁶¹ Fed. Aviation Admin. Order 2150.3B, App. B (2007). *See* Exh. A-8.

certificate.⁶² Inspector D’Allura testified that the SGT thus supported the FAA’s choice of sanction.⁶³ He explained that if a pilot conducts Part 135 operations without an operating certificate and training, it is a risk and disservice to the public because the unsuspecting public is boarding aircraft without knowledge of the crew’s testing requirements, training requirements, drug program issues, insurance issues, and the higher standards that Part 135 operations require.⁶⁴ He further opined that it is unsafe because the pilots may or may not have been trained properly.⁶⁵

On cross-examination, Inspector D’Allura testified that his investigation revealed that ASI and ACMS used some of the same aircraft listed on CSG’s air carrier certificate, explaining that doing so is legal under a valid dry lease scheme.⁶⁶ With respect to respondent’s response that the flight was a Part 91 flight, Inspector D’Allura agreed that the empty flight leg to KADS in which he observed respondent deplane N10HS on August 5 was a Part 91 flight, but Inspector D’Allura further testified that he believed respondent understood that they were asking about the operations for the flight leg departing KADS carrying passengers.⁶⁷ Inspector D’Allura testified that the former President of CSG⁶⁸ and Mr. Appleton told him that the August 5 flight was operated under Part 135.⁶⁹ Inspector D’Allura admitted that CSG’s Business Aircraft Records & Tracking (BART) System indicated the August 5 flight was a Part 135 flight, but he explained

⁶² Tr. 92-95; Exh. A-8 at 2-3

⁶³ *Id.*

⁶⁴ Tr. 95.

⁶⁵ Tr. 95-96.

⁶⁶ Tr. 105, 108.

⁶⁷ Tr. 108-11; Exh. A-7.

⁶⁸ Exh. A-1 at 10.

⁶⁹ Tr. 115; Exh. A-7.

that the BART System could be manipulated and he believed that it was in fact manipulated in the case of the August 5 flight.⁷⁰

With respect to the Dry Lease Agreement, Inspector D’Allura opined “[it was] a good example of ... [a] sham dry lease[,],” explaining his opinion was based on Advisor Circular (AC) 91-37A: Truth in Leasing,⁷¹ his background and experience, interviews with customers and pilots, and documents examined during the investigation.⁷²

Concerning the alterations to Flight Log 2, Inspector D’Allura agreed that, while a chief pilot may request another individual change or correct a flight log, there was no indication Flight Log 1 was properly changed or who changed it.⁷³ He testified that, to properly make a correction to a flight log, an individual should “strike and correct,” and indicate who made the correction.⁷⁴

On re-direct examination, Inspector D’Allura testified that he concluded the Dry Lease Agreement was not valid based on his August 5 ramp inspection, interviews with the passengers, and speaking with the pilots.⁷⁵ He also testified that CSG did not comply with requests for the August 5 flight’s payment records.⁷⁶

c. Respondent’s Testimony

Respondent testified that ACMS was going to broker all their flights through CSG to be Part 135 flights, and he was one of the ACMS pilots who became qualified to fly those flights.⁷⁷ He said that an ASI dry lease agreement “float[ed] around” ACMS initial ground school, but he

⁷⁰ Tr. 113, 136.

⁷¹ AC 91-37A, Truth in Leasing, dated January 1978, was in effect at the time of the August 5 flight.

⁷² Tr. 116.

⁷³ Tr. 112-13; Exh. A-7.

⁷⁴ Tr. 139.

⁷⁵ Tr. 142.

⁷⁶ Tr. 142-43.

⁷⁷ Tr. 164-65.

did not thoroughly review it and was not aware that the lessee had operational control of the aircraft, adding that it was immaterial since he was flying under Part 135.⁷⁸ Respondent testified that the August 5 flight from KADS to KIWA was operated under Part 135, and explained that he was referring to the empty flight leg into KADS when he told Inspector D’Allura that it was a Part 91 flight.⁷⁹ With respect to Flight Log 1 and Flight Log 2, respondent testified that he completed the Part 135 portion of the flight log the morning of August 5 because he knew he had Part 135 flights, but he “was a little flustered” when he turned everything in that evening.⁸⁰ Respondent testified that Mr. Appleton called him later and told him to fill in the weight and balance information, which he completed the next day.⁸¹

Concerning the Order, respondent testified that he received a copy of it, read it, and spoke to Mr. Appleton and Jim Lawson, former Director of Operations and check airman of CSG⁸² about it.⁸³ Respondent testified that, after speaking with Mr. Appleton and Mr. Lawson, he believed the flight operation was “correct.”⁸⁴ Respondent testified that he also received an opinion from ASI legal counsel who felt confident that what they were doing was legal.⁸⁵

On cross-examination, respondent indicated he first received the Order when the FAA mailed it to him.⁸⁶ With respect to Flight Log 1 and Flight Log 2, respondent testified that he did not know why the FAA received Flight Log 1 because he edited the bottom portion of the

⁷⁸ Tr. 165-66.

⁷⁹ Tr. 160, 163.

⁸⁰ Tr. 158.

⁸¹ *Id.*

⁸² Exh. A-1 at 10.

⁸³ Tr. 163-64.

⁸⁴ Tr. 164.

⁸⁵ Tr. 164-65. On cross-examination, respondent identified the ASI legal counsel as his attorney for the present enforcement case, Christopher Gilbert. Tr. 170.

⁸⁶ Tr. 167-68.

document on August 6, 2015.⁸⁷ Respondent admitted that, if flight legs two, four, and six were changed on the bottom portion of Flight Log 2, the corresponding flight legs on the top portion should also have been changed.⁸⁸ Respondent testified he changed the bottom portion of Flight Log 2 to include the weight and balance information because those were part 135 flights carrying passengers.⁸⁹ Respondent testified that he did not tell Inspector D’Allura that the August 5 flight was operated by ASI.⁹⁰ Respondent admitted that he did not ask the passengers who was operating the flight.⁹¹

Concerning aircraft scheduling, respondent testified that he usually spoke with CSG personnel, and CSG dispatched the August 5 flight.⁹² In response to a question about why the passengers had a lease if the flight was operated by CSG as a Part 135 flight, respondent indicated he did not know.⁹³ Respondent indicated he understood the difference between Part 91 and Part 135 operations, explaining Mr. Appleton and Mr. Lawson assured him that they had a lease agreement and said he was “cleared to go.”⁹⁴

In response to questions from the law judge, respondent testified that, although he was employed by ACMS, he contacted CSG personnel after receiving the Order because they were his chain of command, and the chief pilot is the first person he contacts if he has problems.⁹⁵

⁸⁷ Tr. 171.

⁸⁸ Tr. 173.

⁸⁹ *Id.*

⁹⁰ Tr. 174.

⁹¹ Tr. 176.

⁹² Tr. 177, 187-88.

⁹³ Tr. 190.

⁹⁴ Tr. 191.

⁹⁵ Tr. 193.

Respondent testified he spoke to Mr. Appleton, and Mr. Appleton met with the pilots “a couple times to make everybody relaxed and reassured of what was going on.”⁹⁶

B. Law Judge’s Oral Initial Decision

At the conclusion of the hearing, the law judge issued an oral initial decision and summarized the facts of the case, the witness testimony, and the exhibits.⁹⁷ Concerning the credibility of the witnesses (including respondent), the law judge stated that “[he did not] think there [was] any question about the credibility of any of the witnesses that have testified[.]”⁹⁸ He noted that “Ms. Grooms didn’t have any reason to be [there], other than she just testified to what they did at their office.”⁹⁹ The law judge further noted that Inspector D’Allura “was certainly testifying on behalf of the [Acting] Administrator, but he’s testifying about this.”¹⁰⁰

Noting the parties stipulated that respondent was Part 135 qualified for CSG in N10HS, the law judge found that the documents provided by the Administrator suggested that the August 5 flight was a Part 135 flight.¹⁰¹ In this regard, the law judge made the following findings of fact: Flight Log 1 and Flight Log 2 were both Part 135 flight logs despite the discrepancies; CSG’s BART system showed the August 5 flight was a Part 135 flight; and, the inspector’s report of his visit to CSG showed that CSG personnel indicated the August 5 flight was a Part 135 flight.¹⁰² The law judge further noted that respondent was fully qualified, and respondent believed he was on a Part 135 flight.¹⁰³

⁹⁶ Tr. 194.

⁹⁷ Oral Initial Decision at 216-19.

⁹⁸ *Id.* 219.

⁹⁹ *Id.*

¹⁰⁰ *Id.*

¹⁰¹ *Id.* at 220.

¹⁰² *Id.* at 221.

¹⁰³ *Id.*

Based on his findings, the law judge concluded that the August 5 flight was a Part 135 flight and respondent was qualified for that flight.¹⁰⁴ He determined that, even if the August 5 flight was not a Part 135 flight, he could not find respondent violated §§ 135.293(a) and (b), 135.299(a), or 135.343 because respondent complied with each of those regulations.¹⁰⁵ The law judge also stated that Part 135 of the FARs “says that you can’t fly a [Part] 135 flight under a [Part] 135 certificate unless you’re qualified under that certificate ... But that’s not what was alleged here today.”¹⁰⁶ Finally, the law judge determined that, since the Administrator failed to prove these regulatory violations as alleged by a preponderance of reliable and probative evidence, the residual violation of § 91.13(a) “just doesn’t exist.”¹⁰⁷

C. Issues on Appeal

The Administrator argues on appeal that the law judge’s credibility determinations are arbitrary and capricious and that he showed an improper lack of deference to the FAA’s interpretations of its own regulations by concluding that respondent’s Part 135 training at CSG was adequate even if respondent were not flying for CSG.¹⁰⁸ Lastly, the Administrator argues that the sanction sought is reasonable in light of the circumstances.¹⁰⁹

¹⁰⁴ *Id.*

¹⁰⁵ Oral Initial Decision at 221-22.

¹⁰⁶ *Id.* at 222.

¹⁰⁷ *Id.* at 222-23.

¹⁰⁸ Appeal Br. at 10-19, 20-31.

¹⁰⁹ Appeal Br. at 31-35.

II. Decision

While the Board gives deference to the law judge's rulings on certain issues, such as credibility determinations,¹¹⁰ the Board reviews the case as a whole *de novo*.¹¹¹

A. Credibility Determinations Not Arbitrary and Capricious

The Board will not overturn a law judge's credibility determination unless a party can establish the credibility determination was arbitrary and capricious.¹¹² Further, the Board may not reverse the law judge simply because, on the appellate record, it might come to a different conclusion.¹¹³ This deference reflects the law judge's function in the adjudicative process and the fact that, seeing and hearing witnesses, the law judge is best positioned to evaluate their credibility.¹¹⁴ Accordingly, the Board rejects testimony accepted by the law judge when it is inherently incredible or inconsistent with the overwhelming weight of the evidence.¹¹⁵ The Board has also held that a law judge's credibility determinations should be based explicitly on factual findings in the record to establish the determinations are not arbitrary and capricious.¹¹⁶

In the instant case, the law judge relied on the witness testimony, as reflected in his summary, specifically that: Ms. Grooms testified she, on behalf of Flagstone, entered into the Dry Lease Agreement with ASI, booked the August 5 flight by emailing ASI, never heard of

¹¹⁰ *Administrator v. Porco*, NTSB Order No. EA-5591 at 13 (2011), *aff'd sub nom. Porco v. Huerta*, 472 Fed.Appx. 2 (D.C. Cir. 2012) (per curiam).

¹¹¹ *Administrator v. Smith*, NTSB Order No. EA-5646 at 8 (2013); *Administrator v. Frohmuth and Dworak*, NTSB Order No. EA-3816 at 2 n.5 (1993); *Administrator v. Wolf*, 7 NTSB 1323, 1326 (1991).

¹¹² *Porco*; *supra* note 111.

¹¹³ *Administrator v. Roarty*, NTSB Order No. EA-5261 at 6 (2006).

¹¹⁴ *Dillmon v. NTSB*, 588 F.3d 1085, 1090 (D.C. Cir. 2009).

¹¹⁵ *Administrator v. Hodges*, NTSB Order No. EA-5303 at 11 (2007) (citing *Administrator v. Blossom*, 7 NTSB 76, 77 (1990)).

¹¹⁶ *Porco* at 22, 28-29; *supra* note 121.

CSG prior to the August 5 flight, and that ASI made the arrangements for the pilots.¹¹⁷ Inspector D’Allura testified that respondent told him the August 5 flight was operated under Part 91, and the passengers were part owners.¹¹⁸ Inspector D’Allura opined that Flight Log 1 was manipulated to indicate the flight legs were operated under Part 135, noting it was unusual that the flights did not include weight and balance information.¹¹⁹ He further opined that the August 5 flight was operated by ASI because respondent told him it was a Part 91 flight, and the inconsistent flight logs were manipulated to reflect some of the flight legs were Part 135.¹²⁰ Conversely, respondent testified that the August 5 flight from KADS to KIWA was operated by CSG under Part 135, indicating he referred to the empty flight leg into KADS when he told Inspector D’Allura that it was a Part 91 flight.¹²¹ Respondent testified he completed the weight and balance information in flight Log 2 on August 6, 2015, and he did not know why the FAA received Flight Log 1 on August 18, 2015.¹²²

The law judge also made a statement regarding the credibility of the witnesses, specifically asserting that he did not think there was “any question about the credibility of any of the witnesses that have testified[.]”¹²³ The law judge noted that “Ms. Grooms didn’t have any reason to be [there], other than she just testified to what they did at their office.”¹²⁴ The law judge further noted that Inspector D’Allura “was certainly testifying on behalf of the [Acting] Administrator, but he’s testifying about this.”¹²⁵ The law judge did not make any additional

¹¹⁷ Tr. 29-32, 36.

¹¹⁸ Tr. 67-68, 76.

¹¹⁹ Tr. 80; Exh. A-6(a).

¹²⁰ Tr. 91.

¹²¹ Tr. 160, 163.

¹²² Tr. 158.

¹²³ Oral Initial Decision at 219.

¹²⁴ *Id.*

¹²⁵ *Id.*

statement concerning respondent's testimony beyond the statement that all witnesses had testified credibly.

In addition to asserting that there was not "any question about the credibility" of the witnesses, the law judge thoroughly discussed how the testimony of the witnesses, even when taken as credible, did not adequately support the allegations in the complaint.¹²⁶ The Board does not find the law judge's conclusions to be arbitrary and capricious. He found that the witnesses testified credibly but, nevertheless, drew different conclusions regarding operational control of the August 5 flight, and that consequently, the lack of consistency served to undermine the Administrator's case rather than impugn respondent's credibility.¹²⁷ Although the law judge's credibility determinations could be fairly characterized as possessing a "relative lack of clarity," the Board, nonetheless, finds that the law judge's reasoning regarding credibility did not violate the applicable arbitrary and capricious standard.¹²⁸

¹²⁶ *Id.* at 219-222; *see also* Tr. 29-32, 36, 67-68, 76, 80, 91, 158, 160, 163.

¹²⁷ Of note, the Administrator argues that respondent was not credible, thus suggesting that it was inappropriate for the law judge to rely on his testimony regarding which organization had operational control of the aircraft. In finding that the flight was a Part 135 flight and that CSG retained operational control of the aircraft, however, the law judge stated that "nobody really went out on a limb and defined Operational Control..." Oral Initial Decision at 215. He stated, "[t]he documents provided by the Administrator all suggest that it was a 135 flight, the flight log, even both sections, although there was a discrepancy, they both were 135 flight logs. The BART report showed 135.... They all said this was a 135 flight." *Id.* at 221. Thus, even in light of the credibility concerns that the Administrator raises, the law judge found, and the Board does not disagree, that there is insufficient evidence to establish that CSG was not in operational control.

¹²⁸ *See, e.g., Administrator v. Burbank*, NTSB Order EA-5860 at 19 (citing *Porco*, *supra* n. 111, at 20-21) ("We acknowledge that the law judge did not expressly ascertain the credibility of other witnesses, but rather stated he did not, 'think there was any issue of credibility on the parts' of [four witnesses] and that their testimonies reflected their understanding of the facts. It is reasonable to interpret the law judge's comments to mean that he found those witnesses to be credible. Further, we do not believe that the law judge's relative lack of clarity regarding credibility was arbitrary and capricious, as Board precedent requires [us] to overturn such determinations.")

B. No Improper Lack of Deference

The Administrator argues that the law judge erred by finding that respondent's CSG Part 135 training was adequate even if respondent were not flying for CSG on the August 5 flight.¹²⁹ In this regard, the Administrator contends the "consistent and reasonable interpretation regarding [P]art 135 training is that it cannot be transferred from carrier to carrier[.]" the regulations prescribe who other than the Part 135 operator itself may conduct its' Part 135 training, and "the Board must defer to [its] reasonable interpretation of its own regulations[.]"¹³⁰ The Administrator argues that, pursuant to 14 CFR § 135.324(a),¹³¹ "[o]nly another [P]art 135 operator or a [P]art 142 training center that has a contractual arrangement with the primary [Part] 135 operator may conduct such training."¹³²

Section 2(c)(2) of the Pilot's Bill of Rights¹³³ amended 49 USC § 44709(d)(3) and removed the requirement that the Board be "bound by all validly adopted interpretations of laws and regulations the [Acting] Administrator carries out and of written agency policy guidance available to the public related to sanctions to be imposed under this section unless the Board finds an interpretation is arbitrary, capricious, or otherwise not according to law."

The Board finds the Administrator's interpretation of the FAA's regulation is reasonable. The Board also finds that the law judge's decision does not reflect an improper lack of deference to this reasonable interpretation, as the Administrator alleges. The law judge did not conclude

¹²⁹ Appeal Br. at 20-23.

¹³⁰ *Id.* at 20.

¹³¹ Section 135.324(a) provides that, "[o]ther than the certificate holder, only another certificate holder certificated under this part or a training center certificated under part 142 of this chapter is eligible under this subpart to conduct training, testing, and checking under contract or other arrangement to those persons subject to the requirements of this subpart."

¹³² Appeal Br. at 20.

¹³³ Pub. L. No. 112-153, 126 Stat. 1159 (amending 49 USC §§ 44701, 44703, 44709, 44710) (August 3, 2012).

that respondent's Part 135 qualifications transferred from CSG to ASI, a conclusion which would conflict with the Administrator's reasonable interpretation of Part 135. Rather, the law judge concluded that respondent was qualified to conduct operations for CSG under Part 135, and that the August 5 flight was a CSG flight.¹³⁴ Having found this fact, the law judge thus had no legal reason to rely upon the Administrator's interpretation of Part 135 regarding transferability of qualifications. The Administrator's argument that the law judge erred by failing to rely upon the Administrator's reasonable interpretation of its own regulations is, therefore, misplaced, and the Board is not convinced that the law judge showed an improper lack of deference as the Administrator asserts.

C. Reasonableness of Sanction Moot

Because the Board concludes that the law judge did not commit prejudicial error regarding either his credibility determinations or the requisite deference to the FAA's interpretation of its regulations, the Board affirms the law judge's decision dismissing the complaint. Therefore, there is no need to examine the reasonableness of the FAA's sanction in this case as the Board concurs with the law judge's conclusion that the Administrator failed to prove the violations by a preponderance of the evidence.

D. Conclusion

Based on the foregoing, the Board affirms the law judge's decision dismissing the complaint.

¹³⁴ Oral Initial Decision at 221.

ACCORDINGLY, IT IS ORDERED THAT:

1. The Administrator's appeal is denied; and,
2. The law judge's oral initial decision is affirmed.

HOMENDY, Chair; BROWN, Vice Chairman; GRAHAM, CHAPMAN, and INMAN, Members of the Board, concurred in the above opinion and order. GRAHAM, Member of the Board, submitted the following concurring statement, joined by INMAN, Member of the Board.

Member Michael Graham, Concurring

I concur fully with the outcome. However, I am obliged to acknowledge and take responsibility for the lengthy delay in issuing the Board's decision. While there is no statutory deadline for the Board to decide non-emergency appeals, I recognize we took too long here.

* * * * *

MICHAEL P. HUERTA,
Administrator,
Federal Aviation Administration,

Complainant,

vs.

LESLIE GRANT III,

Respondent.

* * * * *

Docket No.: SE-30223

U.S. Tax Court Courtroom
515 Rusk Avenue
Houston, Texas

Tuesday,
February 28, 2017

The above-entitled matter came on for hearing, pursuant to notice, at 9:00 a.m.

BEFORE: WILLIAM R. MULLINS
Administrative Law Judge

APPEARANCES:

On behalf of the Complainant:

JUDITH VAUGHAN, Esq.
FAA Office of Chief Counsel
Enforcement Division-Northeast Team
1 Aviation Plaza
Jamaica, New York 11434
718-553-3255

On behalf of the Respondent:

CHRISTOPHER GILBERT, Esq.
8725 E. Kettle Place
Centennial, Colorado 80112
832-541-3747

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ORAL INITIAL DECISION AND ORDER

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JUDGE MULLINS: This has been a proceeding before the National Transportation Safety Board, held under the provisions of Section 44709 of the Federal Aviation Act of 1958, as amended, on the appeal of Leslie Grant III from an order of suspension that seeks to suspend his airman's certificate, including his air transport pilot rating for a period of 90 days.

11

The order of suspension that has been issued serves as the complaint in our proceedings and was filed on behalf of the Administrator of the Federal Aviation Administration through the Enforcement Division of the Northeast Region. This matter has been heard before me, William R. Mullins. I'm an Administrative Law Judge and, as provided by the Board's Rules, I will issue a bench decision in this proceeding.

18

Pursuant to notice that was given to the parties -- we've had to reschedule this a couple of times, but the matter came on for hearing here in Houston on the 28th day of February of 2017. We began at 9:00 in the morning, and it's now 20 minutes till 5:00 in the afternoon.

23

The Administrator was represented throughout these proceedings by Judith L. Vaughan, Esquire, of the Enforcement Division of the Northeast Region Team, and Respondent was present

1 at all times and represented by his counsel, Mr. Christopher
2 Gilbert of the Gilbert Law Firm of Centennial, Colorado.

3 Counsel for Respondent characterized this as some collateral
4 issues, but it involved a Special Emphasis Enforcement Team, SEIT
5 as they're referred to, and they've had other names in the past.
6 I remember it started out, I think, as Charter Quest Team, but in
7 any event, they look into special areas, and they have long been
8 looking into, since the accident up in Teterboro, the issue of
9 operational control.

10 And interestingly, we've had a lot of talk about that today,
11 but nobody really went out on a limb and defined operational
12 control, and that's okay. And sometimes when I think of
13 operational control, I'm reminded of the U.S. Supreme Court
14 Justice who said that he didn't know what pornography was, but
15 he'd know what it was if he saw it. And sometimes I think that's
16 the way the Administrator is. They're not sure what operational
17 control is, but they can recognize the lack of it if they see it.

18 Well, there have been perceived -- there was perceived lack
19 of operational control going on with aircraft operated or dry
20 lease that were entered into between different entities and ASI,
21 Inc., and no one kind of knew what that meant, what those letters
22 stood for, Aviation Safety, Aviation Services, Incorporated,
23 whatever, and also with an Aircraft Charter Management Services,
24 ACMS. But in any event, the evidence developed here today, we'll
25 talk about it on down, that one of these entities provided

1 aircraft; the other provided pilots for these dry leases.

2 But the -- well, I'm getting ahead of myself. And if I
3 inadvertently -- and it will be inadvertent -- bring up testimony
4 of some people that have testified here today that are going to be
5 involved in the case tomorrow, I don't mean to do that, and I was
6 just starting to make a comment about the chief financial officer
7 who testified here and I won't do that.

8 In any event, the Administrator is seeking a 90-day
9 suspension based on a flight that was conducted or flights
10 conducted on the 5th of August 2015. And there was a ramp check
11 out here at the West Houston Airport of an aircraft captained by
12 this Respondent, Leslie Grant, a Pilatus aircraft, and there was a
13 ramp check there. They handed him the cease and desist order that
14 had been in effect for some time. In any event, it said for those
15 entities that I mentioned, ASI and Aircraft management Services,
16 not to operate anymore, and the allegations are here that this
17 flight or flights were being operated by those entities.

18 Certainly the first witness called by the Administrator
19 testified to that, but the witnesses -- there were two witnesses
20 for the Administrator, Twila Grooms, who's the manager of Platinum
21 Title Partners -- I believe that was the name of it. But, anyway,
22 they contracted -- they sent an email and set up this charter
23 at -- or lack of a charter, in any event, with -- she said she
24 sent this to, I think, ASI. But in any event, it was just a
25 single email, but they always got two bills, one for the pilot and

1 one for the aircraft.

2 The second witness the Administrator called was Mr. Paul
3 D'Allura, who's an aviation safety inspector. He was qualified as
4 an expert. And then the Respondent had one witness, Mr. Grant.

5 The exhibits. The Administrator had the following exhibits:
6 A-1, which is the request for admissions and the response
7 received back, and in those request for admissions, the Respondent
8 admitted that he was 135-qualified by CSG Aviation, which CSG is
9 the airport call sign for Columbus, Georgia. But in any event,
10 the aircraft operated that day was on their 135 certificate.
11 Respondent, in his request for admissions, stated that he was
12 qualified under that certificate and current, and the
13 Administrator offered that, and it was stipulated that he was.

14 The Exhibit A-2 was Mr. D'Allura's resume. A-3 was not
15 admitted or was not offered. A-4 was the emergency cease and
16 desist order. A-6 had two parts, but they were both flight logs
17 for CSG Aviation. There seemed to be some discrepancy between the
18 two, but both of them were for 135 flights involving the flight on
19 the date of 5 August of 2015.

20 Exhibit A-7 was the statement of the witness, Mr. D'Allura,
21 and Mr. Scott Ford, and it involved their visit to CSG Aviation,
22 just shortly after the 5th of August. I think it was 18th of
23 August, I believe, but whatever date's on there.

24 A-8 is the sanction guidance table, and A-9 was the
25 deposition of the Respondent, which there was highlighted in the

1 evidence the Exhibit A-7 to that deposition, which was the BART
2 report, and the BART report shows that the flight on that date was
3 Part 135. I'd asked what BART stood for, and it wasn't clear.
4 But it is a document required to be kept by the Administrator.

5 When Ms. Grooms testified, she said that she sent an email to
6 ASI, and then -- and basically told them what they needed, and
7 they had some people that needed to go up to Dallas, so the flight
8 went up to Addison, and then came back later that day. And she
9 said that after the flight, they would get a statement from -- two
10 statements, one from ASI and one from the Aircraft Management
11 Services for the pilots, ASI for the airplane, and she didn't know
12 anything about operational control.

13 Mr. D'Allura, who's on the SEIT team, testified that they had
14 done these ramp checks. They had been watching this, and that
15 they had gone to the -- well, through their own counsel, had got
16 this cease and desist order, and that the cease and desist order
17 was handed to Respondent at the time, and also there came out in
18 the testimony that he had received one prior to that, and also
19 there was -- he said that he -- on questioning, that Respondent
20 told him this was a Part 91 flight versus a Part 135 flight. In
21 any event, Mr. D'Allura, in referencing the sanction guidance
22 table, talked about the danger of this kind of flight when the
23 person is not qualified.

24 Mr. Grant testified that he believed he was legal. He felt
25 like he had said Part 91 flight. He thought that the question

1 referenced the flight that he came in on, which was a Part 91
2 flight. They were just moving the airplane. And then at West
3 Houston, they picked up the passengers and went up. But Mr. Grant
4 believed that he was 135. He said he had received the cease and
5 desist order some time before.

6 The first person he called -- and I thought this was
7 interesting, not only for Mr. Grant, but in the context of this
8 case, is the first person he called about it was his chief pilot
9 and his director of operations, which was CSG people in Georgia.
10 He didn't call the ASI people or Justin Smith or whatever his name
11 was, who was named on this cease and desist order. He called the
12 people at CSG Aviation.

13 Let me make a comment about credibility. As I indicated at
14 the outset of this case -- and as it turns out, it's true for me,
15 I don't think there's any question about the credibility of any of
16 the witnesses that have testified here today. I have certainly --
17 Ms. Grooms didn't have any reason to be here, other than she just
18 testified to what they did at their office. Mr. D'Allura was
19 certainly testifying on behalf of the Administrator, but he's
20 testifying about this. Apparently they have been investigating
21 this group of people for 2 or 3 years, and he certainly talked
22 about that.

23 He felt like that Mr. Grant was -- there was even some hint
24 or suggestion that he was -- he did testify he was aggressive.
25 There was some comment about his hostility, but that was objected

1 to, and I sustained it. But in context of the fact that there's a
2 cease and desist order and that Respondent, Mr. Grant, was aware
3 of, that he had called his chief pilot, he talked to his director
4 of ops; they said don't worry about it, that doesn't apply to us,
5 and then he sees this missal or document generated by the attorney
6 who represents him here today that there wasn't anything to worry
7 about.

8 Now, let me say this in that regard, and I'm going to say
9 this to Mr. Gilbert and to you, Mr. Grant. Mr. Gilbert's an
10 attorney. He's representing this other group of folks. He
11 probably wrote those contracts. He's not going to send out a
12 document that says, I really screwed up; you guys need to quit
13 flying. He's going to send you something that says, oh, don't
14 worry about that.

15 Then he goes down to the federal court, and he gets a
16 settlement to do away with this other deal, but they didn't
17 include the pilots in that deal. I mean, it almost looks, sitting
18 up here, that they sort of threw you guys under the bus, because
19 they could have built something into that settlement agreement,
20 said, okay, you drop off of that.

21 But be that as it may, I want to make the following findings
22 of fact. First of all, it was stipulated -- this was stipulated,
23 so therefore it is a given fact that Respondent was currently 135-
24 qualified for CSG Aviation in the aircraft that was used on 5
25 April 2015.

1 The documents provided by the Administrator all suggest that
2 it was a 135 flight, the flight log, even both sections, although
3 there was a discrepancy, they both were 135 flight logs. The BART
4 report showed 135, and the officials with CSG in Exhibit 7 -- or
5 this is the inspector's report on their visit with those people.
6 They all said this was a 135 flight.

7 In fact, the lady who runs it, she said, all of our flights,
8 starting 2 months ago, all of our aircraft are on 135 flights.
9 All of the aircraft that CSG controlled, which, I assume,
10 certainly included this aircraft that day, was 135 flight. And
11 Respondent again, as I suggested, he was fully qualified, but more
12 importantly, he believed he was on a 135 flight that day.

13 So based on those findings, I have to make two conclusions:
14 one, that it was a 135 flight, and Respondent was qualified for
15 that flight. But from a legal standpoint, I want to share this
16 with you. Even if it wasn't a 135 flight, I don't think legally
17 that the Court could find that he was in regulatory violation of
18 14 CFR 135.293(a), which says that no certificate holder may use a
19 pilot nor may any person serve as a pilot, unless since the
20 beginning of the twelfth calendar month before that service, he
21 has passed a written and oral test, and has all that stuff. He
22 had passed that test.

23 Same applies to 14 CFR 135.293(b), which states no
24 certificate holder may use a pilot nor may any person serve as a
25 pilot of any aircraft unless, since the beginning of the twelfth

1 calendar month before that service, the pilot has passed a
2 competency check. He had passed that competency check. It was
3 stipulated to.

4 There was no violation of 14 CFR 135.299(a), which states
5 that no certificate holder may use a pilot nor may any person
6 serve as pilot in command of a flight unless the beginning of the
7 twelfth calendar month he has passed all these checks. He had
8 passed those checks.

9 And then 14 CFR 135.343 states, no certificate holder may use
10 a person nor may any person serve as a crew member of operations
11 under this part, unless that crew member has completed the
12 appropriate initial or recurrent training phase of the training
13 program appropriate to the type of operation in which he is to
14 serve. Okay.

15 I believe -- and I don't deal with these things all -- I
16 believe that somewhere in the regulations, 135, there's something
17 in there that says that you can't fly a 135 under a 135
18 certificate unless you're qualified under that certificate. I
19 think there's a 135 regulation that says that. But that's not
20 what was alleged here today.

21 Each one of those alleged violations, he has complied with,
22 whether it was a 135 flight or it wasn't, and therefore, the
23 residual violation of 14 CFR 91.13(a) just doesn't exist, because
24 there was no operation of an aircraft or shown an operation of an
25 aircraft in a careless or reckless manner.

1 ORDER

2 Therefore, safety in air commerce and safety in air
3 transportation does not require an affirmation of the
4 Administrator's order of suspension as issued.

5 And specifically, I find that there has not been established
6 by a preponderance of reliable and probative evidence a regulatory
7 violation of 14 CFR 91.13(a), 14 CFR 135.293(a), 14 CFR
8 135.293(b), 14 CFR 135.299(a), or 14 CFR 135.343.

9 And, therefore, the Order of Suspension is dismissed.

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WILLIAM R. MULLINS

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Administrative Law Judge

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1 APPEAL

2 JUDGE MULLINS: The Administrator may appeal this order
3 today, and you may do so by filing your notice of appeal within 10
4 days, and if you file a notice of appeal within 10 days, then you
5 have to file -- you need to file a brief in support of that appeal
6 within 50 days of this date. That timing is critical, and I would
7 suggest if you're going to do it, don't miss those dates, because
8 the Board will dismiss it as untimely.

9 And I have a copy of your written rights if you'd like a copy
10 of it.

11 MS. VAUGHAN: That's fine, Your Honor. I have a copy.

12 JUDGE MULLINS: I think you guys keep a whole file of those
13 things.

14 MS. VAUGHAN: I do.

15 JUDGE MULLINS: And, Mr. Gilbert, I'll provide a copy to you
16 before you leave today, and I want the record to reflect that I'm
17 going to. In case they file an appeal -- well, the appeal goes to
18 our Office of Judges in Washington. The brief then will go to the
19 Office of General Counsel, but it's the same street address. But
20 the first one goes to the Office of Administrative Law Judges.
21 Second one goes to the General Counsel's office at that same
22 address, and I'll provide that to you, so that you'll have those
23 addresses.

24 Is there any question about the decision?

25 MS. VAUGHAN: No, Your Honor.

1 JUDGE MULLINS: All right. Any question, Mr. Gilbert?

2 MR. GILBERT: No, Your Honor.

3 JUDGE MULLINS: Okay. All right. Thank you, folks. We're
4 in recess.

5 Mr. Gilbert, wait. I'll get you a copy. I usually carry
6 those out here, but I don't have it out in front of me right now.

7 (Whereupon, at 5:00 p.m., the hearing in the above-entitled
8 matter was concluded.)

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CERTIFICATE

This is to certify that the attached proceeding before the

NATIONAL TRANSPORTATION SAFETY BOARD

IN THE MATTER OF: Leslie Grant III

DOCKET NUMBER: SE-30223

PLACE: Houston, Texas

DATE: February 28, 2017

was held according to the record, and that this is the original,
complete, true and accurate transcript which has been compared to
the recording accomplished at the hearing.

Evelyn Carter
Official Reporter