

SERVED: September 17, 2026

NTSB Order No. EA-6032

UNITED STATES OF AMERICA
NATIONAL TRANSPORTATION SAFETY BOARD
WASHINGTON, D.C.

Adopted by the NATIONAL TRANSPORTATION SAFETY BOARD
at its office in Washington, D.C.
on the 16th day of September, 2026

_____	)	
BRYAN BEDFORD,	)	
Administrator,	)	
Federal Aviation Administration,	)	
	)	
Complainant,	)	
	)	
v.	)	Docket SE-31602
	)	
Timothy J. Foltz,	)	
	)	
Respondent.	)	
_____	)	

OPINION AND ORDER

Respondent Timothy J. Foltz (respondent), *pro se*, appeals Chief Administrative Law Judge Daniel J. McGinn-Shapiro's August 20, 2026, Oral Initial Decision (Decision¹) by which the law judge affirmed one of two violations of the Federal Aviation Regulations (FARs) alleged by the Federal Aviation Administration (FAA or the Administrator) in an Emergency Order of

¹ A copy of the law judge's Decision is attached. Of note, the page numbers of the Decision follow sequentially from those of the hearing transcript because the law judge rendered an oral initial decision on the record.

Revocation (EOR) issued to respondent on July 20, 2026. After holding that the FAA proved that respondent intentionally falsified a maintenance logbook entry, the law judge also affirmed the Administrator's choice of sanction to revoke respondent's mechanic's certificate with airframe and powerplant (A&P) ratings and inspection authorization (IA). Specifically, the law judge held that: (1) the Administrator had not demonstrated by a preponderance of the credible, probative, and reliable evidence that respondent committed a violation of 14 C.F.R. § 91.207(d)²; (2) the Administrator had demonstrated by a preponderance of the credible, probative, and reliable evidence that respondent violated 14 C.F.R. § 43.12(a)(1)³; and, (3) the sanction of revocation was warranted in law and justified in fact.

² Paragraph (d) of 14 C.F.R. § 91.207 (Emergency locator transmitters) reads as follows: "Each emergency locator transmitter required by paragraph (a) of this section must be inspected within 12 calendar months after the last inspection for—(1) Proper installation; (2) Battery corrosion; (3) Operation of the controls and crash sensor; and (4) The presence of a sufficient signal radiated from its antenna."

³ The Board takes judicial notice that, effective November 3, 2025, as part of the FAA's unifying of falsification rules across Title 14 under a single standard in Part 3, the FAA rescinded 14 C.F.R. § 43.12 (Maintenance records: Falsification, reproduction, or alteration). Prior to rescission, the regulation read as follows:

- (a) No person may make or cause to be made:
 - (1) Any fraudulent or intentionally false entry in any record or report that is required to be made, kept, or used to show compliance with any requirement under this part;
 - (2) Any reproduction, for fraudulent purpose, of any record or report under this part; or
 - (3) Any alteration, for fraudulent purpose, of any record or report under this part.
- (b) The commission by any person of an act prohibited under paragraph (a) of this section is a basis for suspending or revoking the applicable airman, operator, or production certificate, Technical Standard Order Authorization, FAA-Parts Manufacturer Approval, or Product and Process Specification issued by the Administrator and held by that person.

The successor regulation, 14 C.F.R. § 3.403 (Falsification, reproduction, alteration, or omission), reads as follows:

- (c) No person may make or cause to be made any fraudulent or intentionally false statement in:
 - (1) Any document in any format, submitted under any provision of § 3.401, consisting of or related to any acceptance, application, approval,

I. Background

A. Emergency Order

The FAA issued the EOR on July 20, 2026.⁴ The EOR alleges as follows:

- (1) respondent is the holder of Mechanic Certificate No. 229191115 with A&P ratings and IA;

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- authorization, certificate, rating, declaration, designation, qualification, record, report, request for reconsideration, or similar; or
- (2) Any document in any format that is kept, made, or used to show compliance with any requirement under the provisions referenced in § 3.401.
- (d) No person may make or cause to be made any production, reproduction, or alteration, for fraudulent purpose, of:
- (1) Any document in any format, submitted or granted under any provision referenced in § 3.401, consisting of or related to any acceptance, application, approval, authorization, certificate, rating, declaration, designation, qualification, record, report, request for reconsideration, or similar; or
- (2) Any document in any format that is kept, made, or used to show compliance with any requirement under the provisions referenced in § 3.401.
- (e) No person may knowingly omit, or cause to be omitted, a material fact in:
- (1) Any document in any format, submitted under any provision referenced in § 3.401, consisting of or related to any acceptance, application, approval, authorization, certificate, rating, declaration, designation, qualification, record, report, request for reconsideration, or similar; or
- (2) Any document in any format that is kept, made, or used to show compliance with any requirement under the provisions referenced in § 3.401.
- (f) The commission by any person of an act prohibited under paragraphs (a) through (c) of this section is a basis for:
- (1) Denying, suspending, modifying, revoking, rescinding, or withdrawing any acceptance, application, approval, authorization, certificate, rating, declaration, designation, qualification, request for reconsideration, or similar, issued or granted by the Administrator and held by that person; or
- (2) A civil penalty.

The Board further notes that there is substantive continuity in these regulations and that the FAA properly cited the then-governing section in the EOR.

⁴ On July 28, 2026, the FAA amended the EOR to allege that it was not just one but multiple emergency location transponder (ELT) batteries that were corroded. The EOR summary *supra* reflects these amendments.

- (2) on or about July 25, 2025, respondent performed maintenance on a Piper PA-28-140 aircraft, registration number N900FY (aircraft N900FY);
- (3) specifically, respondent performed an annual inspection on aircraft N900FY;
- (4) aircraft N900FY was equipped with an Ameri-King (AK-450) Emergency Locator Transmitter (ELT), that was required for operation of the aircraft under 14 C.F.R. § 91.207;
- (5) prior to July 25, 2025, the ELT installed on aircraft N900FY had not been inspected since on or before March 4, 2024;
- (6) AK-450 ELTs are subject to the requirements of Airworthiness Directive (AD) 2017-16-01, effective October 24, 2017;
- (7) AD-2017-16-01, paragraph (g), requires general visual inspections every 12 months of the ELT for discrepancies and corrective actions for discrepancies that are found;
- (8) AD 2017-16-01, paragraph (h)(3)(vii), requires that if any corrosion on the ELT battery compartment is found, the corrosion must be repaired, using approved maintenance practices and following 14 C.F.R. §§ 91.207(a), 91.207(f), and 135.18, as applicable, and other applicable operating rules;
- (9) under 14 C.F.R. § 91.207(c)(2), the expiration date for replacing (or recharging) the ELT battery must be legibly marked on the outside of the ELT and entered in the aircraft maintenance record;
- (10) under 14 C.F.R. § 91.207(d)(2), each ELT required for operations must be inspected every 12 months for battery corrosion;

- (11) at the conclusion of the above-referenced annual inspection, respondent signed off on an entry, dated July 25, 2025, in the logbook of aircraft N900FY, stating that respondent had tested the ELT per 14 C.F.R. § 91.207;
- (12) at the time of respondent's logbook entry described in paragraph 11, above, respondent had not performed the ELT inspection as required by 14 C.F.R. § 91.207(d)(2), in that when respondent made the logbook entry, the ELT batteries were corroded and respondent had not repaired the corrosion;
- (13) in the July 25, 2025, logbook entry, respondent stated, "All AD's c/w [complied with] through 2025-13";
- (14) at the time of respondent's logbook entry described in paragraph 13, above, respondent had not complied with AD 2017-16-01, in that (a) when respondent made the logbook entry, the ELT batteries were corroded and respondent had not repaired the corrosion, and (b) when respondent had made the logbook entry, the ELT battery expiration/recharging date was not legibly marked on the outside of the ELT or entered in the aircraft maintenance record;
- (15) at the time of respondent's logbook entries described in paragraphs 11 and 13, above, respondent knew that he had not completed the ELT inspection requirements set forth in 14 C.F.R. § 91.207(d) and had not complied with the requirements of AD 2017-16-01; and,
- (16) respondent's logbook entries described in paragraphs 11 and 13, above, were material in that they were required to be made, kept, or used to show compliance with a requirement under 14 C.F.R. part 43.⁵

⁵ EOR at 1-2.

The complaint further states that emergency revocation of respondent's mechanic certificate is warranted based on the alleged conduct, which "demonstrates [respondent] lack[s] the care, judgment, and responsibility required of a certificate holder."⁶

B. Procedural History

Respondent timely appealed the EOR on July 22, 2026, and the Administrator filed the EOR as the complaint on the same day. Respondent filed his Answer on July 23, 2026, in which he denied paragraphs 4, 5, 12, 14, and 15; and, in which he admitted paragraphs 1, 2, 3, 6, 7, 8, 10, 11, 13, and 16 of the complaint.⁷ Respondent filed a motion to dismiss and the Administrator filed a motion for summary judgment, and the law judge denied both motions.⁸ The law judge held a hearing on August 18, 2026, and issued his Decision on August 20, 2026. Respondent timely appealed the Decision on August 21, 2026, and submitted an appeal brief on August 25, 2026. The Administrator submitted a reply brief on September 1, 2026.⁹

C. Hearing

At the hearing, the Administrator called six witnesses: Michael Stanfield, Daniel Mehic, Donovan Bain, Jeffrey Bain, Alexi Lochevar, and Mason Miller. Respondent testified on his own

⁶ EOR at 3-4.

⁷ Respondent's Answer at 1. The Board notes that respondent's Answer is unclear as to paragraph 9 of the complaint and deems this immaterial as the allegation in that paragraph merely states the legal requirement of 14 C.F.R. § 91.207(d)(2).

⁸ Tr. at 6.

⁹ Although respondent submitted emails on August 28, 2026, and September 8, 2026, purporting to supplement his appeal brief, the Board received these submissions after the five-day deadline for appeals in emergency cases prescribed in 49 C.F.R. § 821.57(b). On September 9, 2026, the FAA submitted a motion to strike respondent's post-appeal submissions as untimely and without good cause. As neither untimely submission established good cause as required by 49 C.F.R. § 821.48(b), the Board grants the FAA's motion to strike. Respondent's appeal brief timely submitted on August 25, 2026, is thus the only submission from respondent under the Board's consideration on appeal.

behalf and did not call any additional witnesses. The law judge accepted seven exhibits submitted by the Administrator; respondent submitted no exhibits. A summation of the witness' testimony follows.

1. Administrator's Witness: Michael Stanfield, Aviation Safety Inspector

Aviation Safety Inspector (ASI) Michael Stanfield testified that he was the primary investigator for the FAA in respondent's case.¹⁰ He testified regarding his experience, the security at the Frederick Maryland airport, and where aircraft N900FY was located.¹¹ He testified that he commenced his investigation in response to Daniel Mehic contacting the FAA.¹² He stated that Mr. Mehic is an aircraft mechanic who worked on aircraft N900FY after respondent.¹³ ASI Stanfield testified that he inspected aircraft N900FY on August 27, 2025, in the hangar at Frederick Airport, and this inspection included looking at aircraft maintenance records.¹⁴ He testified that he did not see the expiration date for the ELT battery either on the ELT casing or in the maintenance records.¹⁵ He indicated that he gained access to aircraft N900FY from Mr. Mehic and that when he examined the ELT on August 27, 2025, it was detached from the aircraft and on a cart.¹⁶ He explained that he did not have permission from the owners on that day to open the ELT or see the inside of it.¹⁷

¹⁰ Tr. at 46.

¹¹ Tr. at 40-42.

¹² Tr. at 48.

¹³ Tr. at 48-49.

¹⁴ Tr. at 49-50.

¹⁵ Tr. at 53-54.

¹⁶ *Id.*

¹⁷ Tr. at 55.

ASI Stanfield further testified that when he returned on September 5, 2025, the owners of aircraft N900FY, the Bain family, permitted him to open the ELT.¹⁸ He then found significant corrosion on the ELT battery and a dead bee in the ELT casing, which led him to believe that respondent had not inspected the ELT on July 25, 2025.¹⁹ He testified that he had experience inspecting a significant number of ELTs and he had not seen that much corrosion on a battery before.²⁰

2. Administrator's Witness: Daniel Mehic, Aircraft Mechanic

Daniel Mehic, an aircraft mechanic, testified that he became involved in this case after a ferry pilot who was first called to move aircraft N900FY from Maryland to California called respondent to report issues with the aircraft.²¹ According to Mr. Mehic's testimony, respondent was not available to fix the aircraft, so the ferry pilot called Mr. Mehic to fix it.²² Mr. Mehic testified that he later worked with a second ferry pilot and discovered additional issues with aircraft N900FY, which prompted him to notify the FAA of his suspicion that respondent's July 2025 inspection may have violated some regulations.²³

Regarding his experience as a mechanic, Mr. Mehic stated that he had inspected more than 50 ELTs.²⁴ He further testified that the first time he performed maintenance on aircraft N900FY was when respondent asked him to fix the pitot tubes in August 2025.²⁵ Mr. Mehic stated that after he did maintenance on the pitot tubes, he had another mechanic sign off on the

¹⁸ Tr. at 59-67.

¹⁹ Tr. at 67-71, 78, 81.

²⁰ Tr. at 69-71, 81.

²¹ Tr. at 94-95.

²² Tr. at 98-99.

²³ Tr. at 98.

²⁴ Tr. at 92-93.

²⁵ Tr. at 105-106, 111.

pitot tube repairs.²⁶ He testified that he brought aircraft N900FY into the hangar and that it was in a secure location both before and after he moved it.²⁷ He stated that he contacted the FAA because two ferry pilots would not fly aircraft N900FY, and because the second pilot, Mason Miller, found discrepancies with the aircraft.²⁸

Mr. Mehic testified that he removed the ELT from aircraft N900FY on August 26, 2025, at Mr. Miller's request before contacting the FAA.²⁹ He testified that when he examined the ELT with Mr. Miller, he returned it to the aircraft and did not remove it again until he was with ASI Stanfield on August 27, 2025.³⁰ He stated that he opened the ELT and saw red corrosion on the inside, which he had never seen before.³¹ He also testified that he knew the corrosion must have come from moisture and not from acid.³² On cross-examination, when asked why he requested keys to access the inside of aircraft N900FY despite his assertion that he had already done repairs requiring access to the inside of the aircraft, Mr. Mehic stated that he may have "misremembered."³³

3. Administrator's Witness: Donovan Bain, Aircraft Owner's Son

Donovan Bain (Donovan) testified that his father Jeffrey Bain (Jeffrey) and Jeffrey's wife purchased aircraft N900FY in June 2025 for Donovan to use to train.³⁴ He stated that Alexi Lochevar was his instructor, and that he worked with her to initially ferry aircraft N900FY from

²⁶ Tr. at 106, 108.

²⁷ Tr. at 97-98, 100, 113.

²⁸ Tr. at 98.

²⁹ Tr. at 99.

³⁰ Tr. at 98-102, 113-114.

³¹ Tr. at 101.

³² Tr. at 102.

³³ Tr. at 108.

³⁴ Tr. at 121-122.

Maryland to California.³⁵ Donovan testified that he hired respondent to complete the initial inspection after purchase and that the key he left for respondent, and later for Mr. Miller, the second pilot, was well-hidden.³⁶ Donovan stated that he provided the original set of keys to Ms. Lochevar.³⁷ He stated that Ms. Lochevar reported that she could not ferry aircraft N900FY because of issues with the air speed indicator and pitot tube systems.³⁸ Donovan testified that he had no knowledge of anyone other than Mr. Mehic, Ms. Lochevar, and Mr. Miller interacting with aircraft N900FY between the time respondent conducted his inspection and the time ASI Stanfield inspected the aircraft.³⁹

4. Administrator's Witness: Jeffrey Bain, Aircraft Owner

Jeffrey Bain testified that he is the registered owner of aircraft N900FY, and that he purchased the aircraft on June 18, 2025, for his son to use for training.⁴⁰ He testified that on June 28, 2025, he “looked at the aircraft, got in the aircraft,” and “did a run-up.”⁴¹ Jeffrey testified that he did not look at the ELT and that he did not have any interactions with Mr. Mehic.⁴²

5. Administrator's Witness: Alexi Lochevar, Pilot and Flight Instructor

Ms. Lochevar testified that she is a pilot and certified flight instructor, and that she was Donovan's flight instructor.⁴³ She testified that she flew from California on August 15, 2025, to ferry aircraft N900FY from Frederick Airport to California on August 16, 2025, at the request of

³⁵ Tr. at 125-126.

³⁶ Tr. at 128-131.

³⁷ Tr. at 128.

³⁸ Tr. at 127-128.

³⁹ Tr. at 131.

⁴⁰ Tr. at 137-138,

⁴¹ Tr. at 139.

⁴² *Id.*

⁴³ Tr. at 142-143.

the owners.⁴⁴ She testified that aircraft N900FY “did not appear to be operating correctly... for the phase of run-up and taxi.”⁴⁵ She further testified that “[t]he wheels did not lift off the ground.”⁴⁶ She stated that she did not look at the ELT.⁴⁷ She testified that she was accompanied at that time by a friend and fellow flight instructor and that they did not do any manipulation of aircraft N900FY beyond normal pre-flight inspection.⁴⁸ Ms. Lochevar stated that she had a three-way call with the Bains and respondent, but because they were not able to address the issues with the aircraft, she was not able to ferry it.⁴⁹

6. Administrator’s Witness: Mason Miller, Second Pilot

Mason Miller testified that he was the second pilot the owners asked to ferry aircraft N900FY to California.⁵⁰ He testified about his experience, including that he had worked on ELTs.⁵¹ He acknowledged, however, that his work had been done under the supervision of mechanics with A&P ratings and IAs.⁵² He testified that he first saw aircraft N900FY on August 26, 2025, and that he looked at the ELT with Mr. Mehic.⁵³ He stated that he found corrosion on the outside of the ELT.⁵⁴ He also testified that the ELT was attached to the aircraft during his entire inspection and it was not removed from the aircraft.⁵⁵ Mr. Miller testified that Mr. Mehic provided him with access to aircraft N900FY and that he did not see a future expiration date on

⁴⁴ Tr. at 144.

⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ Tr. at 145.

⁴⁸ Tr. at 145-146.

⁴⁹ Tr. at 146, 149-151.

⁵⁰ Tr. at 155.

⁵¹ Tr. at 154-155.

⁵² Tr. at 155.

⁵³ Tr. at 155-156, 159.

⁵⁴ Tr. at 156, 160-161.

⁵⁵ Tr. at 156-157.

the ELT when he inspected it.⁵⁶ Mr. Miller stated that he did not believe the aircraft was airworthy because of many issues with it beyond the ELT.⁵⁷

7. Respondent's Witness: Timothy Foltz, A&P Mechanic

Respondent testified that he has 39 years as an A&P mechanic, and 37 of those have been as an IA inspector.⁵⁸ He stated that he has run his own business since 1989 doing mobile aircraft maintenance and inspections, major alterations, major repairs, belly skin replacements, tail splices, and radio installs.⁵⁹ He testified that he has also worked for Boeing, United Airlines, Gemini Air Cargo, World Airways, and Atlas Air Cargo.⁶⁰ He stated that he was contacted by the Bains to do an inspection of aircraft N900FY.⁶¹ According to his testimony, he performed a pre-purchase inspection and reported to the Bains that a brake caliper was leaking, the nose tire was rotted, and there was a scat hose with a hole in it in the engine compartment.⁶² He stated that he fixed the brake caliper, replaced the nose tire, and replaced the affected portion of the scat hose.⁶³ Regarding the ELT, he testified:

I pulled the thing out, looked at it according to the specs that they were required per the AD. There was wear where the straps were. Didn't notice any corrosion that night. As far as on the external, the batteries, I pulled it apart.... It tested fine. When I pulled the batteries apart or the covers apart, everything looked good. I didn't see any corrosion

⁵⁶ Tr. at 158-159.

⁵⁷ Tr. at 157, 159-160.

⁵⁸ Tr. at 167.

⁵⁹ *Id.*

⁶⁰ *Id.*

⁶¹ *Id.*

⁶² Tr. at 167-168.

⁶³ Tr. at 168.

whatsoever. They looked like -- the one battery in that picture, they all looked like that....

I put... the ELT back together, did the test on it. It passed.⁶⁴

Respondent stated that he entered into the logbook that the annual inspection had been completed, that the ELT had been tested, and that all ADs were complied with.⁶⁵

Respondent testified that, per his discussions with the Bains, aircraft N900FY was to be made airworthy in order to ferry it to California where more extensive repairs and modifications were to be made to it.⁶⁶ He asserted that he has many years of experience and that he always does his work honestly, and he stated that Mr. Miller had comparatively little experience.⁶⁷ He testified that several issues had been raised regarding the aircraft, but that the ELT was not one of them.⁶⁸ He stated that ELTs are “usually only pulled apart if the ELT doesn’t pass the test or if the battery is due [for] replacement.”⁶⁹ He further testified that aircraft N900FY’s ELT “was torn apart this time due to the fact of the AD being required and looked at.”⁷⁰ Respondent testified that he does not know and “can’t swear” that the ELT pictured in the admitted exhibits was actually the ELT that he tested.⁷¹ He stated that he recalled there being a small piece of tape on the ELT with an expiration date “sometime next year,” and that “it wasn’t due at the time.”⁷² He testified that he did not see aircraft N900FY after he completed his inspection on July 25, 2025.⁷³

⁶⁴ Tr. at 168-169.

⁶⁵ Tr. at 169.

⁶⁶ Tr. at 169-170.

⁶⁷ Tr. at 170.

⁶⁸ Tr. at 170-171.

⁶⁹ Tr. at 172.

⁷⁰ *Id.*

⁷¹ *Id.*

⁷² Tr. at 172-173.

⁷³ Tr. at 174.

He stated that he hired Mr. Mehic to work on the pitot tube and airspeed indicator issues, but that he did not detect any issues with the propellor.⁷⁴

On cross-examination, respondent testified again that he was not sure the ELT depicted in the admitted exhibits was the ELT he inspected.⁷⁵ He testified that the ELT he inspected had a piece of tape on it and there was no corrosion, but that he concurred that the pictures in evidence showed no tape and extensive corrosion.⁷⁶ When asked how such corrosion could have occurred in the time between respondent's inspection and when the photos were taken that were admitted into evidence, respondent testified that, based on a Duracell report, black corrosion results from "venting of the batteries" and "it would be two to seven days for this corrosion to occur."⁷⁷ He further testified that if he had seen that kind of corrosion during his inspection, he would have replaced the batteries.⁷⁸

D. Law Judge's Decision

The law judge issued his Oral Initial Decision on August 20, 2026. Based on a thorough assessment of each witness's credibility and his findings of fact, the law judge held that the FAA did not "meet its burden of showing that the entry in the logbook that [r]espondent tested the ELT per FAR 91.207(d) was false."⁷⁹ As the case law governing intentional falsification requires preponderant evidence that the entry at issue was in fact false, the law judge held that the FAA did not meet its burden regarding this charge.⁸⁰ Regarding the second charge, however, the law

⁷⁴ Tr. at 175-176.

⁷⁵ Tr. at 178-180.

⁷⁶ Tr. at 180-181.

⁷⁷ Tr. at 182-184.

⁷⁸ Tr. at 184.

⁷⁹ Decision at 243-244.

⁸⁰ Decision at 245. The law judge noted that though the FAA had met two of the three prongs of the test regarding alleged falsification of this log entry (*see Hart v. McLucas* 535 F.2d 516, 519

judge held that the FAA did meet its burden.⁸¹ The law judge reasoned that AD 2017-16-01 included 14 C.F.R. § 91.207(c)(2), which states that “[t]he expiration date for replacing or recharging the [ELT] battery must be legibly marked on the outside of the transmitter and entered in the aircraft maintenance provisions.”⁸² The law judge concluded that the respondent’s logbook entry, which respondent did not dispute “was intended to mean that all airworthiness directives up until AD 2025-13 have been complied with,”⁸³ was false because respondent “did not legibly mark a date on the outside of the ELT [to indicate] when the battery should next be recharged or replaced.”⁸⁴ The law judge also upheld the FAA’s chosen sanction of revocation of respondent’s mechanic certificate,⁸⁵ noting that the “failure of a mechanic to comply with an airworthiness directive under Figure 9.9-e of the FAA Enforcement Guide” is an infraction warranting revocation.⁸⁶

E. Issues on Appeal

Respondent makes several arguments on appeal to support his position that the law judge erred in upholding the revocation of his mechanic certificate. Specifically, he argues that: (1) notice and delivery of the EOR was improper and prejudiced his case; (2) there were several factual errors⁸⁷; (3) the law judge improperly relied on hearsay and speculation, while not

(9th Cir. 1976)), since the test is conjunctive it was not met overall due to the FAA’s failure to establish that the statement was in fact false as required by the test’s first prong.

⁸¹ Decision at 245-250.

⁸² Decision at 247 (quoting 14 C.F.R. § 91.207(c)(2)).

⁸³ Decision at 246.

⁸⁴ Decision at 248.

⁸⁵ Decision at 250-251.

⁸⁶ Decision at 251.

⁸⁷ He claims there was a “Battery Compartment vs. Coax Connector Distinction & Misunderstanding,” and that the “internal ELT battery compartments... were completely pristine and free of corrosion”; “[m]ystery ELT” & Chain-of-Custody Contradiction;” and lack of photo and aircraft documentation. Respondent’s Appeal Br. at 3-7.

considering relevant evidence; (4) the FAA did not meet the standard under the *Hart v. McLucas* test; and (5) the law judge's findings were inconsistent with the facts.

The Administrator argues in reply that the law judge's finding that respondent intentionally falsified aircraft N900FY's aircraft logbook is supported by a preponderance of the reliable and probative evidence, as well as the law judge's credibility determinations.⁸⁸ Further, the Administrator argues that respondent's intentional falsification of a maintenance logbook entry warrants revocation of his mechanic certificate.⁸⁹

II. Board Decision

A. Standard of Review

On appeal, we review the law judge's decision *de novo*, as our precedent requires.⁹⁰ We consider whether the law judge's findings of fact are supported by a preponderance of reliable, probative, and substantial evidence and whether the law judge's legal conclusions are in accordance with applicable law, precedent, and policy.⁹¹ We defer to the law judge's credibility determinations unless we find them to be arbitrary and capricious.⁹² A law judge's credibility determinations should be based explicitly on factual findings in the record in order to establish

⁸⁸ Administrator's Reply Br. at 1-17. Of note, the Administrator is not appealing the law judge's finding that FAA did not prove that respondent violated 14 C.F.R. § 91.207(d) as alleged in the EOR.

⁸⁹ Administrator's Reply Br. at 15-17.

⁹⁰ *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*, NTSB Order No. EA-3450 (1991).

⁹¹ 49 C.F.R. § 821.49(a).

⁹² *Administrator v. Porco*, NTSB Order No. EA-5591 at 14-15 (2011) (citing *Administrator v. Smith*, 5 N.T.S.B. 1560, 1563 (1986)).

the determinations are not arbitrary and capricious.⁹³ Where there is conflicting testimony, the law judge must deduce which witness is more credible and give weight to that testimony.⁹⁴ Regarding the preponderance of the evidence standard, we have held that this burden of proof is met when “there is sufficient reliable evidence to support a conclusion to the degree that the conclusion is more likely than not.”⁹⁵

B. The Law Judge’s Decision Accords with the Preponderance of the Evidence Standard

For the reasons set forth below, we conclude that the law judge’s findings of fact are supported by a preponderance of the reliable, probative, and substantial evidence. We further determine that the law judge’s legal conclusions are in accordance with applicable law, precedent, and policy. The Board rejects respondent’s arguments on appeal and concludes that notice and delivery of the EOR was proper⁹⁶, the law judge’s findings did not include factual errors, the law judge did not improperly rely on hearsay and speculation, the FAA met the intentional falsification standard under the *Hart v. McLucas*, and the law judge’s findings were consistent with the facts.

⁹³ *Administrator v. Kolodziejczyk*, NTSB Order No. EA-5909 at 59 (2021) (citing *Dillmon v. NTSB*, 588 F.3d 1085, 1094 (D.C. Cir. 2009), and *Administrator v. Reynolds*, NTSB Order No. EA-5641 at 8 (2012)).

⁹⁴ *Acting Administrator v. Smith*, NTSB Order No. EA-3558 at 5 (1992).

⁹⁵ *Administrator v. Painter*, 7 N.T.S.B. 59, 61 n. 5 (1990).

⁹⁶ The Board concurs with the law judge that respondent’s claims of invalid service are entirely undermined by the fact that the FAA used the same correct address of record for the first and second Letters of Investigation and the EOR. Respondent’s failure to respond to the Letters of Investigation thus does not provide a basis, as respondent attempts to argue, to conclude that service of those letters or the EOR (to which respondent promptly replied) was not proper.

1. Findings of Fact Supported by Preponderance of Reliable, Probative, and Substantial Evidence

The law judge made detailed findings of fact to support his reasoning, and these findings were properly based on admitted exhibits and credited witness testimony. He specifically found that aircraft N900FY was equipped with an AK-450 ELT subject to the requirements of AD 2017-16-01, which requires compliance with 14 C.F.R. § 91.207.⁹⁷ This regulation includes the requirement that the ELT battery expiration/recharging date be legibly marked on the outside of the ELT and entered into the maintenance record.⁹⁸ Considering the testimony and the evidence, the law judge determined that respondent failed to both make this required entry and ensure the date was legibly marked on the outside of the ELT.⁹⁹ He therefore concluded that the FAA met its burden to prove by a preponderance of the evidence that respondent committed intentional falsification as alleged in the EOR. Reviewing this case as a whole *de novo*, while according the law judge's credibility determinations the substantial deference required under our precedent, we conclude that the law judge's Decision should be upheld.

As acknowledged above, the Board defers to the law judge's credibility determinations unless we find them to be arbitrary and capricious.¹⁰⁰ This deference reflects the fact that "law judges are in the best position to evaluate witness' demeanor and conduct during live testimony."¹⁰¹ In this case, the law judge conducted a thorough hearing, ruled on objections from both parties, evaluated the credibility of each of the witnesses, and questioned each witness

⁹⁷ Administrator's Reply Br. at 11.

⁹⁸ *Id.*

⁹⁹ *Id.*

¹⁰⁰ *Porco*, NTSB Order No. EA-5591 at 14-15 (citing *Administrator v. Smith*, 5 N.T.S.B. 1560, 1563 (1986)).

¹⁰¹ *Porco*, NTSB Order No. EA-5591 at 15 (citing multiple cases).

himself when necessary to clarify certain aspects of their testimony.¹⁰² In articulating his reasoning, the law judge extensively discussed the documentary evidence and witness testimony, making particular credibility determinations for each witness in turn.¹⁰³ Of particular relevance on appeal, the law judge found credible Mr. Miller's testimony regarding his observation that when he looked at the ELT after respondent's inspection, it lacked a battery expiration date as required by regulation.¹⁰⁴ On the other hand, the law judge did not find credible respondent's testimony that there was a sticker affixed to the ELT during the inspection.¹⁰⁵ The law judge also found that there was no credible explanation as to why, if respondent had put a piece of tape with a future expiration date on the ELT as required, that piece of tape would not have been there when Mr. Miller examined the ELT while the device was still attached to aircraft N900FY.¹⁰⁶

Although respondent argues on appeal that the record contains contradictions that undermine the law judge's holdings, we do not agree. The law judge's reasoning does not rely on a "misunderstanding" regarding the ELT "[b]attery [c]ompartment [versus] [a c]oax [c]onnector."¹⁰⁷ Nor is the law judge's reasoning undermined by respondent's claims on appeal that the "internal ELT battery compartments... were completely pristine and free of corrosion" and that there was a "[m]ystery ELT" [and] [c]hain-of-[c]ustody [c]ontradiction" indicative of a

¹⁰² See Tr. at 40-184. The Board is not persuaded by respondent's claim on appeal that the law judge improperly relied on evidence that should have been excluded on grounds such as hearsay and speculation. The law judge properly ruled on all objections made during the hearing (*see, e.g.,* Tr. at 45 (sustaining respondent's objection on the basis that the witness's testimony constituted expert opinion when the witness had not been qualified as an expert)).

¹⁰³ Decision at 216-230, 236-250.

¹⁰⁴ Decision at 226, 245-246.

¹⁰⁵ Decision at 246. The law judge specifically noted that respondent's "testimony and his answer to the EOR completely contradict one another and significantly undermine [r]espondent's credibility." Decision at 237.

¹⁰⁶ Decision at 246.

¹⁰⁷ Respondent's Appeal Br. at 3-5.

lack of photo and aircraft documentation.¹⁰⁸ On the contrary, the law judge made a nuanced factual finding that the FAA *had* met its evidentiary burden regarding the legibility of the ELT battery expiration date, while the FAA had *not* met its burden regarding corrosion in and around the ELT.¹⁰⁹ The Board finds the law judge’s exacting evidentiary distinction and the related factual findings are wholly supported by the record, including the admitted exhibits and the credited witness testimony.

2. Legal Conclusions in Accordance with Applicable Law, Precedent, and Policy

Utilizing the governing three-prong standard set out in *Hart v. McLucas*,¹¹⁰ the law judge found the evidence established that respondent violated 14 C.F.R. § 43.12(a)(1) in that respondent: (1) made a false representation (2) in reference to a material fact (3) with knowledge of its falsity.¹¹¹ Taking each prong in turn, he found respondent’s logbook entry stating “All AD’s c/w through 2025-13” to be false.¹¹² The law judge held that the evidence showed that respondent certified by making this entry that he had complied with all airworthiness directives through 2025-13, which would include AD 2017-16-01.¹¹³ Further, the law judge noted that AD 2017-16-01 requires that when an ELT inspection is performed, as was required for the ELT on aircraft N900FY, all of the requirements of 14 C.F.R. § 91.207 must be met.¹¹⁴ The law judge noted that among these is the requirement that the expiration date for replacing or recharging the battery be legibly marked on the outside of the ELT and entered in the aircraft maintenance

¹⁰⁸ Respondent’s Appeal Br. at 5-7.

¹⁰⁹ Decision at 245-250.

¹¹⁰ 535 F.2d 516, 519 (9th Cir. 1976).

¹¹¹ Decision at 250.

¹¹² Decision at 249-250.

¹¹³ Decision at 246.

¹¹⁴ Decision at 247.

records, and the law judge concluded that respondent failed to meet this requirement despite his certification to the contrary.¹¹⁵ The Board concurs with the law judge's analysis on this point.

The law judge also considered and rejected respondent's affirmative defense that the ELT's corrosion and lack of expiration date as noted by multiple witnesses were the result of tampering that had occurred between respondent's inspection and the FAA's investigation.¹¹⁶ The law judge's credibility findings are essential in intentional falsification cases,¹¹⁷ and they are required to be based on factual findings in the record.¹¹⁸ Here, the law judge found credible Donovan Bain's testimony that the keys to aircraft N900FY were well-hidden and the testimony of multiple witnesses that the airport and hangar were well-secured.¹¹⁹ There was no admitted documentary evidence or credited witness testimony to indicate that anyone in fact tampered with the ELT as respondent alleges on appeal. Such a claim must be supported by evidence beyond a bare assertion.¹²⁰ The Board concurs that this affirmative defense fails.

Having thus found that the first prong of the *Hart v. McLucas* test was met in that the entry in question was false, the law judge next noted that the second prong was also met because respondent's entry indicating compliance with applicable airworthiness directives was material and respondent did not contest its materiality.¹²¹ The Board concurs that this second prong is satisfied, as it was not contested at the hearing and is not addressed on appeal. The third and final

¹¹⁵ Decision at 246-248.

¹¹⁶ Decision at 238.

¹¹⁷ *Administrator v. Terziyski*, NTSB Order No. EA-6012 at 7 (2025) (citing *Porco*, NTSB Order No. EA-5591 at 5).

¹¹⁸ *Reynolds*, NTSB Order No. EA-5641 at 4.

¹¹⁹ Decision at 222, 239.

¹²⁰ Administrator's Reply Br. at 13 (citing *Administrator v. Gunderson*, N.T.S.B. Order No. EA-5735 (2014)).

¹²¹ Decision at 248 (referencing, *inter alia*, respondent's admission in his Answer to the materiality of the entry as asserted in paragraph 16 of the EOR).

prong of the *Hart v. McLucas* test requires that respondent knew the representation was false.¹²² Such knowledge may be inferred from circumstantial evidence.

Regarding whether respondent had knowledge of the falsity of the false representation, the Board concurs that the FAA satisfied this prong.¹²³ The law judge examined “whether [r]espondent knew that he was not in compliance with AD 2017-16-01 when he stated that he had complied with all airworthiness directives.”¹²⁴ The law judge noted that respondent disputed factually whether an expiration date had been affixed, but that respondent “had not denied that he knew that AD 2017-16-01 incorporated the requirement for legibly marking the expiration date or recharge date of the ELT batteries on the ELT or in the... maintenance records.”¹²⁵ On this factual question, the law judge thus determined that the record demonstrated that “there is no other reasonable explanation than [r]espondent knew that failing to have a legibly marked future expiration date on the ELT meant that all airworthiness directives were not complied with when he entered the statement at issue into the logbook.”¹²⁶ Further, respondent did not claim at the hearing or on appeal that the falsity of his logbook entry resulted from oversight, ambiguity, misunderstanding, or any other basis that might establish that the entry was not intentionally false.¹²⁷

¹²² *Terziyski*, NTSB Order No. EA-6012 at 7 (citing *Olsen v. NTSB*, 14 F.3d 471, 475 (9th Cir. 1994)); see also *Administrator v. Tarola*, NTSB Order No. EA-5858 at 24 (2019) (stating the law judge “appropriately inquired whether respondent knew the logbook entry was false and was not required to consider his *mens rea* or motivation when entering it.”)

¹²³ Decision at 249.

¹²⁴ Decision at 248-249.

¹²⁵ Decision at 249.

¹²⁶ *Id.*

¹²⁷ See Administrator’s Reply Br. at 15-16.

The law judge thus properly concluded that the preponderance of the evidence showed that respondent knew his logbook entry attesting to compliance with all airworthiness directives was false because respondent knew that the absence of a legibly marked future expiration date on the ELT meant that aircraft N900FY was in fact not in compliance with AD 2017-16-01.¹²⁸ Having thoroughly weighed the evidence and carefully assessed witness credibility, the law judge concluded that all three prongs of the falsification standard were met.¹²⁹ The Board concurs and adopts the law judge's sound and thorough reasoning, which is supported by the record and is consistent with Board precedent applying the *Hart v. McLucas* three-prong analysis for intentional falsification claims.¹³⁰

Regarding the sanction, the Board is required to accord proper deference to the FAA's sanction choice of certificate revocation and reviews it only to determine if it is warranted in law and justified in fact.¹³¹ Further, Board precedent establishes that the FAA's chosen sanction should be affirmed if it is "permissible under its sanction guidance and supported by its regulations."¹³² In this case, the FAA's revocation of respondent's mechanic certificate based on his intentional falsification violation is both permitted and supported.¹³³ The FAA's guidance provides that a single act of intentional falsification warrants revocation,¹³⁴ and Board precedent dictates that "even one intentional falsification [violation] compels the conclusion that the

¹²⁸ Decision at 248-249.

¹²⁹ Decision at 249.

¹³⁰ See, e.g., *Terziyski*, NTSB Order No. EA-6012 (denying the respondent's appeal of the FAA's revocation of the respondent's mechanic certificate with A&P ratings for violation of 14 C.F.R. § 43.12(a)(1) and 43.13(a)).

¹³¹ *Pham v. NTSB*, 33 F.4th 576, 582-83 (D.C. Cir. 2022).

¹³² *Administrator v. Pham*, NTSB Order No. EA-5936 at 21 (2022) (on remand from D.C. Circuit).

¹³³ Under 14 C.F.R. § 43.12(b), falsification under 14 C.F.R. § 43.12(a)(1) is a "basis for suspending or revoking" the violator's airman certificate.

¹³⁴ FAA Order 2150.3C, Figure 9-5(1).

falsifier lacks the necessary care, judgment, and responsibility required to hold any airman certificate.”¹³⁵ As such, the FAA’s revocation of respondent’s mechanic certificate with A&P ratings and IA was warranted in law and justified in fact.

C. Conclusion

After thorough review, we agree with the law judge’s Decision that the FAA met its evidentiary burden to prove respondent intentionally falsified a maintenance logbook entry. FAA guidance and Board precedent provide that even one such violation warrants revocation of respondent’s mechanic certificate.

ACCORDINGLY, IT IS ORDERED THAT:

1. Respondent’s appeal is denied; and
2. The law judge’s Decision is affirmed.

HOMENDY, Chairwoman; GRAHAM, Vice Chairman; CHAPMAN and DELEEUEW, Members of the Board, concurred in the above opinion and order.

¹³⁵ *Administrator v. McCarthney*, 7 NTSB 670, 672 (1990).

TRANSCRIPT OF PROCEEDINGS

BRYAN BEDFORD,	)	
ADMINISTRATOR, FEDERAL	)	
AVIATION ADMINISTRATION,	)	
	)	
Complainant,	)	
	)	
v.	)	Docket No.: SE-31602
	)	
TIMOTHY J. FOLTZ,	)	
	)	
Respondent.	)	

Pages: 201 through 254

Place: Charles Town, West Virginia

Date: August 20, 2026

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UNITED STATES OF AMERICA
NATIONAL TRANSPORTATION SAFETY BOARD
OFFICE OF ADMINISTRATIVE LAW JUDGES

BRYAN BEDFORD,	)	
ADMINISTRATOR, FEDERAL	)	
AVIATION ADMINISTRATION,	)	
	)	
Complainant,	)	
	)	
v.	)	Docket No.: SE-31602
	)	
TIMOTHY J. FOLTZ,	)	
	)	
Respondent.	)	

Historic Courtroom
Jefferson County Courthouse
119 North George Street
Charles Town, West Virginia

Thursday,
August 20, 2026

The parties met, pursuant to the notice, at
1:03 p.m.

BEFORE: HONORABLE DANIEL MCGINN-SHAPIRO
Chief Administrative Law Judge

APPEARANCES:

For the Complainant:

ZACHARY M. BERMAN, Esquire
Federal Aviation Administration
Aviation Litigation Division
zachary.berman@faa.gov

For the Respondent:

TIMOTHY J. FOLTZ, pro se

(1:03 p.m.)

In an emergency action, I am required to issue an oral initial decision under 49 C.F.R. 821.56(c). Therefore, I will issue the following oral initial decision. This oral initial decision is being issued on August 20, 2026. A transcript of this oral initial decision will be provided to the parties, likely within three business days. If either party would like to appeal my decision, they must first file within two days a notice of appeal with the Board and simultaneously serve the opposing party. I gave a copy of a document outlining a party's appeal rights at the hearing on August 18, and a copy of the document has been emailed to the parties.

Upon consideration of the record, including testimony in the live hearing held on February [sic] 18, 2026, this tribunal concludes that the Federal Aviation Administration has met its burden of showing

1 that Respondent knowingly made a false statement that
2 he complied with all airworthiness directives but has
3 not met its burden of showing that his statement that
4 he tested the ELT per 14 C.F.R. 91.207(c) is false.
5 This tribunal also concludes that the sanction imposed
6 by the Federal Aviation Administration, the revocation
7 of Respondent's mechanic certificate, is supported by
8 the facts in this case and applicable law. I will now
9 explain the reasoning for this conclusion.

10 This proceeding was held to address a
11 challenge filed by Respondent, Timothy Foltz.
12 Respondent timely appealed the Emergency Order of
13 Revocation, or EOR, issued on July 20, 2026, by the
14 Federal Aviation Administration, or FAA. The EOR
15 revokes Respondent's mechanic certificate with
16 airframe and powerplant ratings and inspection
17 authorization. Respondent's appeal was timely
18 received by the Office of Administrative Law Judges at
19 the National Transportation Safety Board. The FAA
20 asserts in the EOR that Respondent has violated
21 Federal Aviation Regulation 14 C.F.R. 43.12(a)(1) when
22 he made two entries into a maintenance logbook that
23 the FAA asserts were fraudulent or intentionally false
24 entries and, as a result, lacks the qualifications
25 necessary to hold a mechanic certificate.

1 This proceeding has been governed by the
2 provisions of 49 U.S.C. 44709 and 46105(c) and the
3 rules of practice in air safety proceedings of the
4 National Transportation Safety Board. I will now
5 address the arguments of the parties.

6 It is undisputed that Respondent performed
7 an annual inspection of a Piper PA-28-140 aircraft
8 with Registration Number N as in Nevada, 900, F as in
9 Franklin, Y as in Yes, hereafter "the aircraft," which
10 was equipped with an Emergency Locator Transmitter, or
11 ELT. It is also undisputed that Airworthiness
12 Directive, or AD, 2017-16-01 applied to the ELT on the
13 aircraft.

14 The FAA asserts that AD 2017-16-01 requires
15 general visual inspections of the ELT for
16 discrepancies and corrective actions and, if corrosion
17 is found, that the corrosion is repaired. The FAA
18 also asserts that under 14 C.F.R. 91.207(c)(2), the
19 expiration date for replacing or recharging the ELT
20 battery must be legibly marked on the outside of the
21 ELT and entered into the aircraft maintenance records.

22 The FAA, in the EOR, identifies two alleged
23 falsifications. First, the FAA asserts that
24 Respondent knowingly made a false entry in the
25 aircraft's logbook when he signed off on an entry

1 dated July 25, 2025, stating that he had tested the
2 ELT per 14 C.F.R. 91.207(d). The FAA, in the EOR,
3 states that at the time the Respondent made this
4 entry, he had not performed the ELT inspection, as
5 required by 14 C.F.R. 91.207(d)(2), as evidenced by
6 the fact that when he made the entry, the ELT
7 batteries were corroded, and Respondent had not
8 repaired the corrosion.

9 Second, the FAA asserts that Respondent
10 knowingly made a false entry when he wrote into the
11 logbook on July 25, 2025, that, "All ADs C/W through
12 2025-13." The FAA states that this entry is intended
13 to mean all Airworthiness Directives complied with
14 through 2025-13. The FAA, in the EOR, states that
15 Respondent had not complied with AD 2017-16-01 when he
16 made that entry because, at the time of the entry, the
17 batteries were corroded and the corrosion was not
18 repaired and because the ELT battery expiration or
19 recharge date was not legibly marked on the outside of
20 the ELT or entered into the aircraft maintenance
21 record.

22 Respondent has argued that the FAA did not
23 follow the Pilot's Bill of Rights in this matter.
24 Respondent also argues that the FAA cannot demonstrate
25 under the standard announced in Hart v. McLucas --

1 that's H-A-R-T v. M-C-L-U-C-A-S -- that he
2 intentionally entered false entries into the
3 aircraft's logbook. Specifically, Respondent asserts
4 that the FAA cannot demonstrate that the ELT that the
5 FAA's Aviation Safety Inspector, ASI Stanfield,
6 examined in August and September 2025 was the same ELT
7 or was in the same condition as the ELT that he
8 inspected in July 2025. Respondent argues that the
9 ELT battery had no corrosion on it when he signed off
10 on the inspection and that the ELT had a legible
11 future expiration date written on a piece of tape that
12 was on the side of the ELT. Respondent additionally
13 contends that the testimony from FAA's witnesses and
14 FAA's overall case lacks credibility.

15 Although the regulation has since been
16 replaced, in July 2025, the time of the alleged
17 falsifications, 14 C.F.R. 43.12 stated that no person
18 may make or cause to be made any fraudulent or
19 intentionally false entry in any record or report that
20 is required to be kept -- sorry, to be made, kept, or
21 used to show compliance with any requirement under
22 this part. The FAA has the burden of proof in this
23 case under 49 C.F.R. § 821.32. The test applied by
24 the Board where there is an allegation of intentional
25 false certification is a test taken from the case Hart

1 v. McLucas -- again, H-A-R-T v. M-C-L-U-C-A-S.

2 As the Board has stated many times,
3 including in Administrator versus Terziyski, which is
4 T-E-R-Z-I-Y-S-K-I, NTSB Order Number EA-6012, to prove
5 intentional falsification, the FAA must prove that
6 Respondent, one, made a false representation; two, the
7 representation was in reference to a material fact;
8 and three, the representation was made with knowledge
9 of the falsity of the fact.

10 In Administrator versus Hayes, H-A-Y-E-S,
11 NTSB Order Number EA-5459, the Board stated that the
12 FAA must prove each element of all alleged charges by
13 a preponderance of the evidence. The Board has stated
14 that the FAA can sustain its burden of proof by
15 relying on circumstantial evidence.

16 Addressing the third prong of the test, the
17 Board stated in Administrator versus Farrington, F-A-
18 R-R-I-N-G-T-O-N, NTSB Order Number EA-4171, that if
19 circumstantial evidence is used to prove actual
20 knowledge, the "circumstantial evidence must be so
21 compelling that no other determination is reasonably
22 possible."

23 The Board, in Administrator versus Siegel,
24 S-I-E-G-E-L, NTSB Order Number EA-5838, directed that
25 the complaint, in this case, the EOR, must provide

1 "fair notice of the charges that the respondent will
2 be expected to defend against and which facts and
3 circumstances underlie those alleged violations and
4 that no weight should be given to apparent violations
5 which were not alleged in the FAA's complaint." The
6 Board has, therefore, instructed that the pleadings be
7 reviewed within the context of the FAA's specific
8 allegations.

9 Similarly, in Administrator versus Scott,
10 S-C-O-T-T, NTSB Order Number EA-4030, the Board
11 instructed that, "Because the complaint is the vehicle
12 by which Respondent is given fair notice of the
13 charges he will be expected to defend against and
14 which facts and circumstances underlie those alleged
15 violations," weight cannot be given to "apparent
16 violations which are not alleged in the FAA's
17 complaint."

18 As noted, the EOR in this case alleges two
19 false statements. Both of those statements address
20 statements made about -- both -- sorry, both of those
21 statements address work done on the ELT. Therefore, I
22 will discuss -- I'm sorry, I -- therefore, as I will
23 discuss, although I have reviewed all of the facts in
24 this case, including facts that indicate other
25 problems with Respondent's 2025 inspection, I have

1 only considered those facts and arguments that inform
2 the only question that -- questions that are before
3 me, specifically, whether Respondent made false
4 entries in the logbook about the Respondent's
5 inspection and work on the ELT and ELT battery.

6 As noted, Respondent alleges that there's no
7 way to know if the ELT was tampered with or if the ELT
8 battery that ASI Stanfield inspected is even the same
9 battery that was in the aircraft when he did the
10 annual inspection on or about July 25, 2025. The
11 Board, in Thomas versus Administrator, NTSB Order
12 Number EA-4345, indicated that the burden does not
13 shift to the Respondent to prove alternative causes
14 for an issue found by the FAA, but rather, if there is
15 sufficient evidence to create a mystery as to the
16 causation, the FAA would not meet its burden.

17 In Administrator versus Gunderson, G-U-N-D-
18 E-R-S-O-N, NTSB Order Number EA-5735, the Board held
19 that a claim of tampering must be supported by
20 evidence, and the Respondent has not -- oh, sorry.
21 The Board held that a claim of tampering must be
22 supported by evidence. Taking those cases together, a
23 claim that corrosion of the ELT battery or a missing
24 expiration date on the ELT was caused by tampering
25 cannot be met with a bald assertion. If there is

1 evidence of tampering, however, or if there's evidence
2 that indicates that another alternative cause affected
3 the status of the aircraft or its ELT sufficient to --
4 sufficient that there is a mystery as to the actual
5 cause, the FAA cannot meet its burden.

6 In this case, if the record contains
7 sufficient evidence to create a mystery as to the
8 state of the ELT and the ELT battery and whether the
9 ELT and the ELT battery inspected by the ASI is the
10 same as the ELT Respondent inspected, Respondent does
11 not need to prove that tampering definitely occurred
12 or that the ELT inspected by the FAA must be
13 different -- be a different ELT for the FAA to not
14 meet its burden.

15 I'll now address the procedural history.
16 Documents submitted in this case and representations
17 during prehearing conferences have demonstrated the
18 following: one, on July 20, 2026, the FAA issued the
19 EOR revoking the Respondent's mechanic certificate
20 with airframe and powerplant ratings and inspection
21 authorization; two, Respondent timely filed his appeal
22 of the EOR with the Office of Administrative Law
23 Judges at the NTSB and simultaneously served the FAA;
24 three, the Office of Administrative Law Judges, or
25 OALJ, received and docketed this case on July 2, 2026;

1 four, the FAA timely filed the EOR as the complaint in
2 these proceedings, and Respondent timely filed his
3 answer; and five, on July 24, 2026, this tribunal held
4 a prehearing conference where counsel for both parties
5 appeared.

6 During that conference, A, Respondent stated
7 that he did not want to waive the accelerated timeline
8 for emergency cases. B, initially, the parties
9 disagreed on the location of the evidentiary hearing
10 because Frederick, Maryland, is not -- oh, I'm sorry.
11 I informed the parties that the hearing would be
12 scheduled to be at the federal courthouse in
13 Martinsburg and be relocated to Charles Town, West
14 Virginia, if practicable. Because a courtroom was
15 found in Charles Town, West Virginia, the hearing was
16 eventually moved there. And C, I informed the parties
17 that I would be requiring that all fact witnesses be
18 sequestered.

19 FAA counsel stated that he wanted to allow
20 the Aviation Safety Inspector in this case, ASI
21 Michael Stanfield, to sit at the counsel table and
22 then testify as a fact witness. Respondent objected
23 to me allowing an exception to the sequestration of
24 the ASI, and I denied the FAA's request. The FAA
25 later requested that I reconsider that ruling. On

1 reconsideration, I once again ruled that ASI Stanfield
2 could not testify as a fact witness if he was not
3 sequestered before his testimony.

4 Numerous discovery requests and submissions
5 were filed by the parties, and I will address those
6 requests that resulted in a ruling from this tribunal.

7 On July 27, 2026, Respondent filed a motion
8 to dismiss. On July 28, 2026, Respondent filed
9 another document entitled Amended Complaint. The FAA
10 expressed confusion whether the amended motion to
11 dismiss replaced the initial motion to dismiss.
12 Respondent, both in an email and in another prehearing
13 conference held on July 29, 2026, clarified that he
14 intended the amended motion to dismiss to supplement
15 but not to replace the original motion to dismiss.
16 The FAA timely responded with an opposition to
17 Respondent's motion to dismiss.

18 Respondent also filed opposition to
19 subpoenas that had been requested by the FAA, which I
20 denied during our July 29, 2026, prehearing
21 conference, and a motion to strike some of the FAA's
22 exhibits and proposed testimony, which I ruled on at
23 the beginning of this hearing, at this hearing on
24 August 28 [sic]. Specifically, at the beginning of
25 this hearing, as I'll discuss below, the FAA withdrew

1 all of the exhibits that Respondent challenged except
2 Exhibit A-16, which I ruled was inadmissible.

3 On August 4, 2026, the FAA filed a motion
4 for summary judgment, which Respondent timely opposed.
5 On August 6, 2026, I issued an order denying the FAA's
6 motion for summary judgment and the Respondent's
7 motion to dismiss that was still pending. On
8 August 6, 2026, Respondent filed a motion to strike
9 eight exhibits identified by the FAA. As discussed in
10 a moment, this motion was addressed at the beginning
11 of the hearing, with the FAA withdrawing seven of the
12 exhibits and me ruling that the remaining one exhibit,
13 A-16, would not be admitted.

14 On August 10, Respondent filed two motions.
15 One I took as a motion for interlocutory appeal
16 challenging my denial of his motion to dismiss.
17 Because of the short timeline for emergency cases and
18 because we had a case on the merits scheduled for the
19 following week, I denied his request for interlocutory
20 appeal. Respondent also filed a motion to strike
21 witnesses. I ruled that I would address the testimony
22 of the witnesses and ensure the testimony was relevant
23 and admissible during the hearing but would not
24 preemptively exclude the FAA witnesses from
25 testifying.

1 On August 11, the FAA filed a document
2 entitled Clarification and Correction for the Record.
3 In that document, which I will discuss further, the
4 FAA stated that information contained in two
5 affidavits signed by ASI Stanfield that were filed
6 with the FAA's opposition to motion to dismiss and
7 with the FAA's motion for summary judgment
8 misrepresented where and when the inspector examined
9 the ELT batteries and found corrosion.

10 Also on August 11, the FAA filed a request
11 to add two more exhibits even though the deadline for
12 submission of exhibits was August 7. During a final
13 prehearing conference on August 12, I denied that
14 request. Also on August 12, I issued a formal order
15 denying the FAA's request to submit the additional
16 exhibits, noting that in a prior prehearing conference
17 I had told the parties to make sure they were
18 organized with their filings because, in an emergency
19 proceeding, there is not flexibility to allow for
20 repeated last-minute additions, and as I had mentioned
21 during the August 12 prehearing conference, I would
22 not allow the FAA to offer these additional exhibits
23 that were provided at the last minute, when Respondent
24 would not have a meaningful opportunity to respond to
25 them.

1 I'll now address the evidence presented.
2 The parties were afforded a full opportunity to offer
3 evidence; to call, examine, and cross-examine
4 witnesses; and to make arguments in support of their
5 respective positions. This tribunal considers all
6 evidence presented by the parties. That evidence
7 which is not specifically mentioned in the analysis
8 below is either corroborative or does not materially
9 affect the disposition of the issues presented.

10 I have considered all the documentary
11 evidence submitted by the parties and admitted to the
12 record at the evidentiary hearing, which includes
13 seven exhibits. The FAA's exhibits, A-2, A-3, A-5, A-
14 6, A-7, A-8, and A-10, were offered and admitted into
15 evidence. Before the hearing began on August 18, I
16 ruled that FAA Exhibit A-16 was inadmissible.
17 Additionally, as noted before, on August 12, I ruled
18 that the FAA could not add two additional exhibits
19 that were submitted after the deadline for the parties
20 to submit the exhibits.

21 I will now address the testimonial evidence.

22 In Administrator versus Terziyski, NTSB
23 Order Number EA-6012, the Board directed that this
24 tribunal make credibility determinations in
25 falsification cases that are based explicitly on

1 factual findings in the record. Under 49 C.F.R.
2 821.38, the Federal Rules of Evidence are applicable
3 to the extent practicable. Rule 701 limits lay
4 witness opinion testimony to only that which can be
5 rationally based upon the witness's perspective.
6 Neither party timely filed expert witnesses'
7 disclosures, and neither party qualified any witnesses
8 as expert witnesses. Therefore, the witnesses were
9 prohibited from providing any expert witness
10 testimony.

11 The tribunal heard testimony under oath from
12 six witnesses called by the FAA during its case-in-
13 chief. The Respondent, during his case-in-chief,
14 testified on his own behalf as the only witness
15 that -- who he called.

16 I will now address the credibility of the
17 witnesses.

18 The FAA first called ASI Michael Stanfield.
19 He was the primary investigator from the FAA in this
20 case. He testified about his experience, the security
21 at the Fredrick Maryland airport, where the aircraft
22 was located, and that, one, his involvement with this
23 matter began after the FAA was called by Daniel Mehic,
24 the mechanic who worked on the aircraft after
25 Respondent; two, that he did not inspect -- that he

1 did an inspection on August 27, 2025, in the hangar at
2 Fredrick Airport that included looking at the aircraft
3 maintenance records; that he did not see the
4 expiration date for the ELT battery either on the ELT
5 casing or in the maintenance records; that he gained
6 access to the aircraft from Mehic; that when he
7 examined the ELT on August 27 it was detached from the
8 aircraft and on a cart; and that because he did not
9 have permission from the owners of the aircraft yet,
10 on August 27, he was not able to open the ELT or see
11 the inside of the ELT.

12 ASI Stanfield also testified that the
13 batteries at issue in the ELT that he inspected were
14 not the kind of batteries that were excepted from the
15 requirements to have a posted expiration date under
16 the applicable regulation.

17 ASI Stanfield further testified that when he
18 returned on September 5, after receiving permission
19 from the owners of the aircraft, the Bain family,
20 which is B-A-I-N, he then opened the ELT and found
21 significant corrosion on the ELT battery and a dead
22 bee in the ELT casing, which led him to believe that
23 the ELT had not been inspected on July 25, 2025, by
24 Respondent.

25 As I stated, the FAA called ASI Stanfield as

1 a lay fact witness and did not seek to qualify him as
2 an expert witness. Therefore, under Federal Rules of
3 Evidence 701, he was not permitted to offer an
4 opinion, based on the expertise he gained from his
5 years of experience, whether the corrosion he found
6 could or could not have accrued during the time period
7 between when Respondent did his inspection on July 25,
8 2025, and when ASI Stanfield examined the ELT
9 batteries on September 5, 2025.

10 ASI Stanfield did testify that in his
11 experience, he had inspected a significant number of
12 ELTs and he had not, in his own experience, seen that
13 significant amount of corrosion on a battery before.

14 While ASI Stanfield was testifying, the FAA
15 offered Exhibits A-2, A-3, A-5, A-6, A-7, A-8, and A-
16 10, which were admitted into the record.

17 ASI Stanfield's demeanor appeared credible
18 in his testimony. His testimony and demeanor were
19 clear and confident. The content of his testimony,
20 however, conflicts in many ways with documents filed
21 in this case and the testimony of other witnesses
22 called by the FAA, significantly undermining ASI
23 Stanfield's credibility.

24 Attached to its opposition to Respondent's
25 motion to dismiss, as I mentioned before, was an

1 affidavit sworn and signed by ASI Stanfield on
2 July 30, 2026. In it, he says that he inspected the
3 ELT on July 27, 2025, and found that the batteries
4 were corroded and the ELT did not have an expiration
5 date stated on the ELT.

6 Attached to the FAA's motion for summary
7 judgment was another sworn affidavit from ASI
8 Stanfield, signed by him on August 3, 2026. In it,
9 ASI Stanfield swore that he inspected the aircraft and
10 the ELT and took photographs submitted by the FAA on
11 August 27, 2025.

12 On August 11, 2026, the FAA filed a
13 correction and clarification in which it stated that,
14 "In both its reply to Respondent's motion to dismiss
15 and in its summary judgment motion, including the
16 attached declarations of Aviation Safety Inspector,
17 ASI, Michael Stanfield, the FAA represented that ASI
18 Stanfield inspected Emergency Locator Transmitter" --
19 "the Emergency Locator Transmitter, ELT, on August 27,
20 2025, and observed that the batteries were corroded."

21 To clarify, ASI Stanfield did inspect the
22 aircraft on August 27 and observed that the outside of
23 the ELT did not have a required expiration date, but
24 it was not until September 5, 2025, that he did a more
25 thorough inspection of the aircraft and the inside of

1 the ELT and observed the corroded batteries. The
2 September 17, 2025, date on what is marked as Exhibit
3 A-12, which was not entered in -- admitted in this
4 case, in the FAA's prehearing submissions is in error.
5 The errors in those dates were due to oversight and
6 not for purposes of concealment.

7 To summarize, ASI Stanfield stated in two
8 sworn affidavits that he examined the interior of the
9 ELT when he first inspected the plane on August 27 and
10 took pictures. The FAA then had to correct the
11 record, and during the hearing, ASI Stanfield
12 testified that on August 27, 2025, he did not have
13 permission to see the inside of the ELT, and it was
14 not until September 5 that he was able to see the
15 inside of the ELT or take pictures of the ELT.

16 This is not a case where he just got the
17 date wrong. Twice, ASI Stanfield claimed he did a
18 thorough inspection upon his first visit, and only at
19 the eleventh hour did his story change and he
20 testified that he had to come back a second time and
21 did not see the corrosion at issue in this case until
22 that date. Additionally, ASI Stanfield testified the
23 first time he saw the ELT, it was sitting on a wooden
24 cart next to the aircraft, but he never saw the ELT in
25 the aircraft. He also testified that he does not know

1 who took the ELT out of the aircraft, but Daniel
2 Mehic, who I will discuss next, indicated that he
3 removed the ELT from the aircraft.

4 As I discuss below, this conflicts with the
5 testimony of Daniel Mehic and leaves a mystery how the
6 ELT got from inside the aircraft to the wooden cart
7 and additionally leaves a mystery whether the ELT on
8 the cart was necessarily the same ELT that was in the
9 aircraft. In short, ASI Stanfield's testimony,
10 especially as part of FAA's case as a whole, was not
11 entirely credible.

12 The FAA next called Daniel Mehic, M-E-H-I-C.
13 As discussed later, when the ferry pilot who was first
14 called to move the aircraft to California called
15 because of issues with the aircraft, Respondent was
16 not available to fix the aircraft and so he called
17 Daniel Mehic to fix the aircraft. Mehic later worked
18 with a second ferry pilot and discovered additional
19 issues with the aircraft and was the person who
20 notified the FAA of his suspicion that Respondent's
21 July 2025 inspection may have violated some
22 regulations.

23 I found Mr. Mehic to be the least credible
24 witness for the FAA. Mr. Mehic testified about his
25 experience, including that he inspected more than 50

1 ELTs. He testified that the first time he performed
2 maintenance on the aircraft was when he was asked by
3 Respondent in August 2025 to fix the pitot tubes. He
4 asserted that after he did maintenance on the pitot
5 tubes, he had another mechanic sign off on the pitot
6 tube repairs. Mr. Mehic testified that he brought the
7 aircraft from where it was parked outside at the
8 airport into the hangar and that where the aircraft
9 was parked before -- both before he moved it and in
10 the hangar were in secured locations. Mr. Mehic
11 testified that he was the one who contacted the FAA
12 and he did so because two ferry pilots would not fly
13 the aircraft and because the second ferry pilot, Mason
14 Miller, found discrepancies with the aircraft.

15 The remainder of Mr. Mehic's testimony
16 significantly undermines his credibility and the
17 credibility of the FAA's case. Mr. Mehic testified
18 that he removed the ELT from the aircraft on August 26
19 at Mr. Miller's request before contacting the FAA. As
20 discussed below, Mr. Miller testified that he never
21 saw the ELT removed from the aircraft. Mr. Mehic
22 testified that when he examined the ELT with Mr.
23 Miller, he returned it to the aircraft and did not
24 remove it again until he was with Mr. Stanfield, ASI
25 Stanfield, on August 27.

1 As I mentioned, ASI Stanfield testified that
2 when he arrived at Frederick Airport, the ELT was
3 sitting on a wooden cart next to the aircraft. Mr.
4 Mehic testified that he opened the ELT and saw
5 corrosion on the inside of the ELT on August 26. Mr.
6 Miller, however, stated that he never saw the inside
7 of the ELT, and Mr. Stanfield said that when he came
8 the next day and was with Mr. Mehic, the two of them
9 could not open the ELT because they did not yet have
10 the Bains' permission.

11 Mr. Mehic testified that he saw red
12 corrosion, which he had never seen before, but then
13 proceeded to state that he knew that that corrosion
14 must have come from moisture and not acid. On cross-
15 examination, when asked why he requested keys to
16 access the inside of the aircraft while also stating
17 that he had already done repairs to the aircraft
18 requiring access to the inside of the aircraft, he
19 said that he must have "misremembered." Overall, Mr.
20 Mehic's testimony did not seem clear, and it
21 significantly conflicted with the testimony of other
22 FAA witnesses.

23 The FAA next called Donovan and then Jeffrey
24 Bain. I found both Donovan Bain and his father,
25 Jeffrey Bain, to be very credible. Both had

1 consistent and confident testimony that did not appear
2 rehearsed. Both, however, mostly provided information
3 about the circumstances surrounding the hiring of
4 Respondent and the ferry pilots, but they did not have
5 firsthand knowledge of the inspection of the ELT and
6 the ELT batteries or what was found relating to the
7 condition of the ELTs.

8 Donovan and Jeffrey both testified that
9 Jeffrey and his wife purchased the aircraft in June
10 2025 for Donovan to use to train. Donovan stated that
11 Alexis Lochevar [sic] was his instructor, and he
12 worked with her to initially ferry the pilots back to
13 Maryland -- sorry, to pilot the plane -- the aircraft
14 back from Maryland back to California. Donovan
15 credibly testified that he hired Respondent to do the
16 initial inspection and that the key that he left for
17 Respondent and later for Mr. Miller to use was well-
18 hidden. He explained that he gave the original set of
19 keys for the aircraft to Alexis Lochevar [sic].
20 Donovan credibly testified that Alexis Lochevar [sic]
21 told him that she could not ferry the aircraft because
22 of issues with the airspeed indicator and pitot tube
23 systems. This testimony, as I will address, matches
24 the testimony of Ms. Lochevar [sic].

25 Donovan credibly testified that he had no

1 knowledge of anyone other than Mr. Mehic, Ms. Lochevar
2 [sic], and Mr. Miller interacting with the aircraft
3 between the time Respondent did his inspection and ASI
4 Stanfield inspected the aircraft. The only issue that
5 was inconsistent was that Donovan stated that he
6 believed that Jeffrey interacted with Mehic, and
7 Jeffrey said that he had not. This confusion,
8 however, does not significantly undermine their
9 credibility.

10 The FAA then called Alexis Lochevar [sic],
11 who was the first ferry pilot who was not able to fly
12 the aircraft to California. I found Alexis Lochevar
13 [sic] to be overall credible. Her testimony was
14 consistent with the testimony of the Bains and the
15 evidence. She spoke clearly and confidently but did
16 not appear rehearsed. Ms. Lochevar [sic] credibly
17 testified that she was first concerned with
18 problematic readings on the altimeter and airspeed
19 indicator when the aircraft was parked with the
20 parking brake on when she arrived and that she taxied
21 the aircraft to attempt to fix the problems but was
22 unsuccessful.

23 She credibly testified that she was
24 accompanied by a friend and fellow flight instructor
25 and that they did not do any manipulation of the

1 aircraft beyond normal pre-flight inspection. She
2 also credibly testified that she had a three-way call
3 with the Bains and Respondent, but because they were
4 not able to address the issues, she could not ferry
5 the aircraft.

6 The FAA next called Mason Miller, who was
7 the second ferry pilot who was not able to fly the
8 aircraft to California. I found Mr. Miller to be very
9 credible. He spoke confidently about what he knew and
10 acknowledged when he did not know the answer. His
11 testimony matched the testimony offered by Donovan and
12 Jeffrey Bain. Where his testimony did not match with
13 Mehic, he appeared far more credible. Mr. Miller
14 testified about his experience, including that he had
15 worked on ELTs, but he acknowledged that his work was
16 done under the supervision of mechanics with A&P
17 ratings and IAs, or Inspector Authorizations.

18 Mr. Miller testified that when he first saw
19 the aircraft on August 26, he looked at the ELT with
20 Mr. Mehic and found the corrosion on the outside of
21 the ELT. He confidently stated that the ELT was
22 attached to the aircraft the entire time he inspected
23 it and was not removed from the aircraft. Mr. Miller
24 testified that he did not see a future expiration date
25 on the ELT when he inspected it. He stated he did not

1 have keys to the aircraft, but, rather, Mr. Mehic gave
2 him access. Mr. Miller stated that he did not believe
3 the aircraft was airworthy because of many issues with
4 the aircraft beyond the ELT.

5 Finally, the Respondent, as I mentioned,
6 testified on his own behalf. The Respondent's
7 testimony significantly conflicted with the answer he
8 filed in response to the EOR. As discussed during the
9 analysis, he therefore lacks credibility. Certain
10 portions of the testimony not already addressed or
11 presented are summarized in the factual background and
12 analysis that will follow. The remainder of the
13 testimony is contained in the verbatim transcript of
14 the merits hearing conducted on August 18, 2026.

15 I now will address the factual background.
16 There are many facts that were addressed in the
17 filings, testimony, and documentary evidence submitted
18 in this case. Although I consider these facts, I will
19 recount only those facts that are necessary for the
20 analysis or that provide context about this case.

21 Based upon the uncontested or agreed-upon
22 representations, as well as submissions and credible
23 testimony in this case, I find the following facts.
24 Respondent is an experienced mechanic. He has stated
25 and the FAA has not contested that he worked as a

1 mechanic for almost 36 years doing aircraft
2 maintenance and inspections. Respondent had a
3 mechanic's certificate with airframe & powerplant
4 ratings and Inspection Authorization.

5 Respondent was hired by Jeffrey and Misty
6 Bain to do inspection of the aircraft. Respondent had
7 been initially contacted by the Bains' son, Donovan.
8 On or about July 25, 2025, Respondent conducted the
9 inspection of the aircraft and entered statements in
10 the aircraft's logbook about the inspection.
11 Respondent asserts that he spent three days conducting
12 the inspection of the aircraft. The FAA does not
13 contest that he spent this long on the overall
14 inspection, but, as discussed below, the FAA contends
15 that he fails to meet -- but fails to meet its burden
16 to demonstrate that Respondent did not conduct an
17 inspection of the ELT, as required by the relevant
18 regulation, 14 C.F.R. 91.207.

19 On August 16, 2025, a ferry pilot, Alexis
20 Lochevar [sic], with a friend and fellow pilot, came
21 to bring the aircraft to California for the Bains.
22 She used keys provided by the Bains to access the
23 aircraft. She did a pre-flight inspection and found
24 issues with faulty readings on the altimeter and the
25 airspeed indicator, and because she was not able to

1 satisfactorily address the issues, she contacted
2 Respondent to fix the issues. He was not available to
3 fix the plane, and so she was not able to ferry the
4 aircraft back to California.

5 Respondent then hired Mr. Mehic, who worked
6 at Frederick Airport as an experienced mechanic and
7 inspector, and asked him to do repairs to the pitot
8 tubes because Respondent could not make it to
9 Frederick to do the repairs himself. After Mr. Mehic
10 did repairs on the pitot tubes and another mechanic
11 also did repairs on the pitot tubes, the pitot tubes
12 were certified.

13 The Bains then hired another ferry pilot,
14 Mason Miller, to bring the aircraft back to
15 California. On August 26, Mr. Miller was provided
16 access to the aircraft by Mr. Mehic. He found
17 numerous issues with the aircraft and was able to
18 inspect the ELT while it was attached to the aircraft.
19 There, he observed corrosion on the outside of the ELT
20 and no legible date written on the ELT that showed a
21 future expiration date. Because of the issues he
22 found with the aircraft, Mr. Miller would not fly it
23 to California.

24 That same day, Mr. Mehic contacted the FAA
25 with concerns about the inspection completed by

1 Respondent one month earlier. The next day, on
2 August 27, 2025, ASI Stanfield was provided access to
3 the aircraft by Mr. Mehic. It appears that ASI
4 Stanfield found an ELT already removed from the
5 aircraft and on a wooden cart, but it is not clear how
6 the ELT got to the cart or if that was necessarily the
7 ELT that had previously been in the aircraft.

8 On September 5, 2025, ASI Stanfield, having
9 then received permission from the Bains, opened the
10 ELT on the cart and found significant corrosion and a
11 dead bee, which led him to believe that the ELT he was
12 inspecting had not been inspected on July 25, 2025.

13 On September 8, 2025, ASI Stanfield, on
14 behalf of the FAA, sent a Letter of Investigation to
15 the address that Respondent had indicated on his prior
16 filings with the FAA. This address is the same
17 address in Summit Point, West Virginia, that the
18 Respondent stated on his motions that he had filed in
19 this case. As discussed below, this letter informed
20 Respondent that FAA was looking into his July 25,
21 2025, inspection for possible violations.

22 In October 2025, the FAA sent Respondent
23 another copy of the Letter of Investigation to a
24 different address that he had indicated on other FAA
25 filings. In November 2025, ASI Stanfield called the

1 Respondent on the phone and, when Respondent did not
2 answer, ASI Stanfield left a message for Respondent.

3 On June 8, 2026, the FAA sent Respondent a
4 new Letter of Investigation. This Letter of
5 Investigation was sent to the address they had sent
6 the original September Letter of Investigation. This
7 is the address Respondent has identified in this
8 matter as his address. The June 8, 2026, Letter of
9 Investigation specifically stated that the FAA
10 suspected the Respondent had falsified entries in the
11 aircraft's logbook.

12 On July 20, 2026, the FAA sent the EOR that
13 is at issue in this case. The EOR was sent -- was
14 delivered by FedEx to Respondent's address in Summit
15 Point, West Virginia. This is the address he has used
16 on his motions filed in this proceeding and the same
17 address indicated on the September 2025 and June 2026
18 Letters of Investigation. As discussed above,
19 Respondent timely appealed the EOR, and the parties
20 filed numerous motions, which have all been ruled
21 upon, and two prehearing conferences were held with
22 the parties.

23 I will now address my analysis. Respondent,
24 in his filings, alleged that he was not properly
25 served and that the FAA violated his rights under the

1 Pilot's Bill of Rights. He did not reassert these
2 arguments during the live hearing. As discussed, the
3 record also does not demonstrate that the FAA failed
4 to provide -- properly serve Respondent or violated
5 his rights under the Pilot's Bill of Rights. I'm
6 going to repeat that. As discussed, the record does
7 not demonstrate that the FAA failed to properly serve
8 Respondent or violated his rights under the Pilot's
9 Bill of Rights. Under 49 U.S.C. 44709(c), in general,
10 before ordering a revocation of Respondent's
11 certificate, the FAA was required to advise Respondent
12 "of the charges or other reasons on which the FAA
13 relies for the proposed action." The requirement that
14 the FAA "provide the holder an opportunity to answer
15 the charges or be heard why this certificate should
16 not be amended, modified, or suspended or revoked"
17 "does not apply, however, in emergency actions."

18 In this case, the FAA sent an initial Letter
19 of Investigation in September 2025. That letter was
20 sent by regular mail and certified mail. As stated
21 before, this letter was sent to the same address as
22 Respondent has written as his address in his filings
23 in this case and is the same address as the EOR was
24 sent to. That Letter of Investigation notified
25 Respondent that the FAA was investigating the

1 airworthiness of the aircraft and that Respondent had
2 been identified as the mechanic who performed the last
3 annual inspection on July 25, 2025. That letter also
4 informed Respondent that during a ramp and records
5 check inspection conducted on August 27, 2025,
6 numerous deficiencies were found rendering the
7 aircraft in an un-airworthy condition. Finally, the
8 letter informed Respondent that the investigation was
9 to determine if Respondent had violated the Federal
10 Aviation Regulations and, if so, what, if any,
11 enforcement action should be taken.

12 This Letter of Investigation sufficiently
13 put Respondent on notice that an investigation was
14 underway related to his July 25, 2025, inspection that
15 could result in a finding of a violation of the FAR
16 and possible sanctions.

17 After unsuccessfully sending another Letter
18 of Investigation to another address and then
19 unsuccessfully calling Respondent, the FAA sent
20 Respondent a Letter of Investigation in June 2026,
21 again, to the same address as the September 2025
22 Letter of Investigation. Again, this was the address
23 that Respondent has on multiple occasions in this case
24 stated is his address. Significant -- specifically,
25 in a letter -- in the letter dated June 8, 2026, the

1 FAA informed Respondent that it had been investigating
2 the airworthiness of the aircraft, that Respondent had
3 been identified as the certified mechanic with
4 inspector authorization who returned the aircraft to
5 service on July 25, 2025, and that, "It appears that
6 you falsified this log entry and that you stated that
7 you had performed an Emergency Locator Transmitter,
8 ELT, inspection that you had not in fact" -- sorry,
9 "that had not, in fact, been performed. In addition,
10 you stated that all airworthiness directives were
11 complied with through 2025-13 when, in fact, AD 2017-
12 16-01, applicable to the ELT, had not been complied
13 with."

14 Finally, the letter, in addition to once
15 again informing Respondent that the nature of the
16 investigation was to determine if Respondent had
17 violated Federal Aviation Regulations and, if so,
18 what, if any, enforcement actions should be taken,
19 also informed Respondent that his "operations may be
20 contrary to Title 14 of the Code of Federal
21 Regulations." This letter put Respondent on notice of
22 the specific allegation that formed the basis of the
23 EOR.

24 Respondent has argued that he did not
25 receive either of the LOIs and that he did not know of

1 the investigation until he received the EOR on July --
2 in July 2026. This statement on its face does not
3 seem credible. The EOR was mailed to the same address
4 as the September 2025 and June 2026 Letters of
5 Investigation, which is also the address Respondent
6 has represented to this tribunal as his address. It
7 is highly unlikely that the EOR would arrive but the
8 Letters of Investigations would not have. The more
9 likely and believable likelihood is that the Letters
10 of Investigation that put Respondent on notice did
11 arrive to Respondent, but he did not have to respond
12 to those documents. He, however, did have to respond
13 to the EOR and so could not as easily have ignored the
14 receipt of the EOR.

15 Additionally, the Board, in Administrator
16 versus Ried, R-I-E-D, NTSB Order Number EA-5150, and
17 Administrator versus Davila-Ramos, D-A-V-I-L-A, dash,
18 R-A-M-O-S, NTSB Order Number EA-3939, has stated that
19 mail sent by certified mail to the address of record,
20 even if unclaimed, especially when followed by regular
21 mail that is not returned, is constructively served.
22 In summary, the law and the facts do not support
23 Respondent's assertion that his rights under the
24 Pilot's Bill of Rights were violated.

25 Now moving to the allegations in the EOR.

1 As noted, the burden is on the FAA to demonstrate that
2 Respondent, one, made a false representation; two,
3 that the representation was in reference to a material
4 fact; and three, the Respondent made that
5 representation with knowledge of the falsity of the
6 fact. Respondent has agreed that the alleged
7 falsifications are material, so the issue in this case
8 is whether Respondent made false entries and, if so,
9 whether he knew the entries were false when he wrote
10 them in the logbook.

11 As a starting point, FAA's Exhibit A-3,
12 which is a color copy of the aircraft's logbook, shows
13 that Respondent made two entries at issue. Respondent
14 does not dispute that he wrote these entries or that
15 this is the aircraft's logbook. Rather, he
16 acknowledged that this was an accurate copy of the
17 entry -- of his entries into the aircraft's logbook.
18 First, he wrote that he had, "Test ELT per FAR
19 91.207(d)." Second, he wrote, "All ADs C/W through
20 2025-13."

21 Addressing Respondent's first logbook entry
22 that he tested the ELT per FAR 91.207(d), that
23 regulation requires that an annual inspection of an
24 ELT include inspection for battery corrosion.
25 Respondent testified multiple times during the hearing

1 that when he inspected the ELT, he did not find any
2 corrosion.

3 In response to my confirming that he was
4 testifying that he did not find corrosion on the ELT,
5 Respondent specifically stated that he did not find
6 any corrosion to clean. This clearly conflicts with
7 his explicit -- with the explicit statement that
8 Respondent wrote in his answer to the EOR that he
9 filed, which explicitly stated that during his
10 July 25, 2025, inspection, "Corrosion was found and
11 corrected, as required."

12 One of if not the central issue of fact at
13 issue in this case is whether the corrosion found by
14 the FAA and others renders Respondent's two statements
15 intentionally false statements. Respondent's
16 testimony and his answer to the EOR completely
17 contradict one another and significantly undermine
18 Respondent's credibility. During this proceeding,
19 Respondent has argued the changes in the condition of
20 the ELT could be a result of tampering. The FAA,
21 however, is correct that there must be a basis in the
22 record to support that conclusion.

23 In Administrator versus Gunderson, NTSB
24 Order Number EA-5735, the Board directed that
25 assertions of tampering must be supported by evidence.

1 In that case, the FAA brought a performance allegation
2 against a mechanic for performing maintenance in a
3 manner that violated the manufacturer's requirements
4 and therefore violated the regulations in 14 C.F.R. §§
5 43.13 and 43.15. The respondent in that case asserted
6 that either some unknown person or the aircraft owner,
7 in retaliation over a dispute about payment, tampered
8 with the aircraft. The administrative judge --
9 administrative law judge found the allegation not
10 credible, and the Board sustained that finding, noting
11 that the record did not have any evidence of
12 tampering.

13 Respondent has noted that multiple people
14 interacted with the aircraft between the time he
15 inspected the aircraft on July 25, 2025, and the FAA
16 inspector examined the aircraft over a month later.
17 But there is no basis for concluding that any of those
18 people would have intentionally tampered with the ELT
19 to add corrosion or remove any expiration date sticker
20 or markings.

21 Respondent has also argued in filings that
22 gaining access to the aircraft was not difficult and
23 that he had a bad relationship with the former owner
24 of the aircraft, implicitly indicating that the former
25 aircraft owner may have tampered with the ELT. There

1 is no evidence. Donovan Bain credibly testified that
2 the keys to the aircraft were well-hidden, and
3 multiple witnesses testified that the airport and the
4 hangar were well-secured. While much of the testimony
5 offered by the FAA has not been entirely credible, the
6 testimony about the security around the aircraft is
7 credible and consistent among many FAA witnesses.

8 There is an issue of chain of custody,
9 however. The Board, in Administrator versus
10 Gallagher, G-A-L-L-A-G-H-E-R, NTSB Order Number EA-
11 3163, directed that for evidence to lose its probative
12 value, there must be evidence of an unexplained break
13 in the chain of custody. There is a presumption of
14 regularity to the chain of custody, and in the absence
15 of evidence to show that something was mishandled, I
16 will not assume the chain is broken.

17 In Administrator versus Flores, F-L-O-R-E-S,
18 NTSB Order Number EA-5279, the Board concluded the
19 chain of custody was not broken based on the credible
20 testimony from the person who administered the drug
21 test at issue and then handled the sample.

22 ASI Stephen -- sorry, ASI Stanfield asserts
23 FAA's Exhibits A-5, A-6, and A-7 are accurate copies
24 of the photographs of the ELT batteries that he found
25 when he inspected the aircraft. As noted, the

1 changing story of when the photographs were taken
2 undermines ASI Stanfield's credibility. But the
3 larger problem is one of chain of custody. It is not
4 entirely clear that the ELT that ASI Stanfield
5 inspected and photographed is the ELT that was in the
6 aircraft. Therefore, there remains a mystery whether
7 the ELT that ASI Stanfield inspected and photographed
8 was the ELT inspected and addressed when Respondent
9 wrote that he had tested the ELT per FAR 91.207(d).

10 Mr. Miller credibly testified that when he
11 examined the ELT -- while it was in the aircraft and
12 that the ELT was never removed from the aircraft in
13 his presence, and so he was not able to see the inside
14 of the ELT or its batteries. Mr. Mehic, whose
15 testimony is not credible, contradicts this statement
16 and says that he removed the ELT with Mr. Miller
17 present and they inspected the ELT, including the
18 batteries, once the ELT was removed. ASI Stanfield
19 testified that when he arrived on August 27 to inspect
20 the aircraft, he found the ELT already on a wooden
21 cart next to the aircraft. Mehic stated that the ELT
22 was in the aircraft and then removed while he was with
23 ASI Stanfield on August 27, 2025.

24 With all of this conflicting testimony, it
25 is not clear that the ELT that ASI Stanfield asserted

1 he found on the wooden cart is the ELT that Mr. Miller
2 claims that he inspected in the aircraft a day
3 earlier. There is no credible testimony, like the
4 Board identified in Flores, to explain how and when
5 the ELT that was in the aircraft was removed. There
6 is a mystery as to whether the ELT that was inspected
7 and photographed by ASI Stanfield was necessarily the
8 ELT that was removed from the aircraft.

9 The FAA asserts that it can demonstrate that
10 Respondent did not do an inspection under the
11 regulation and his log entry stating that he did was a
12 falsification. Without clearly showing that the
13 corrosion found was on ELT batteries or parts of the
14 ELT connected to the batteries in the ELT that was in
15 the aircraft at issue, the FAA cannot meet its burden
16 of showing the Respondent made a false statement about
17 doing an inspection. Moreover, even if the FAA could
18 show that there was a proper chain of custody, the
19 lack of necessary testimony from an expert witness
20 about the rate in which corrosion developed leaves the
21 FAA short of meeting its burden.

22 It appears from photographs that there is a
23 significant amount of corrosion on the ELT batteries.
24 ASI Stanfield, Mr. Mehic, and Respondent all testified
25 that they had never seen that much corrosion on an ELT

1 battery. Whether the corrosion could have naturally
2 developed in the six weeks between July 25, when
3 Respondent did an annual inspection, and September 5,
4 when ASI Stanfield first found corrosion, however, is
5 not clear. The FAA did not provide testimony from any
6 witnesses who were qualified to opine whether that
7 amount of corrosion is substantial enough to indicate
8 that it must have been present a month earlier when
9 Respondent completed his inspection.

10 As the FAA asserted in its motion for
11 summary judgment, "Either Respondent performed the ELT
12 inspection as required or he didn't. If he did
13 perform the inspection as required, there's no
14 falsification, let alone knowledge of the falsity."

15 As noted, the contradictions between
16 Respondent's testimony and answers to the EOR leave
17 his statement about the status of the corrosion found
18 on the ELT not credible. Did he find and clean
19 corrosion, or did he not find corrosion?

20 But Respondent does not have the burden of
21 proving that his statement was not a lie. Rather, the
22 FAA has the burden of proving the lie. Maybe
23 Respondent did a perfect job inspecting the ELT and
24 cleaning it. Maybe the Respondent did not find
25 corrosion to clean. Maybe Respondent did an imperfect

1 job cleaning the corrosion off the battery but did do
2 an inspection and some cleaning. Or maybe, as alleged
3 by the FAA, Respondent did not do an inspection of the
4 ELT and clean the corrosion at all.

5 Without testimony about about the rate
6 corrosion accrues on a battery from a witness
7 qualified to opine on the subject, the question
8 remains a mystery. The FAA did not satisfactorily
9 address the mystery that exists as to whether the
10 corrosion found in September or even in August was
11 significant enough to signify that Respondent could
12 not have one month or more earlier done an inspection
13 and repair of the ELT battery, as required by the
14 regulation.

15 Throughout the hearing, Respondent
16 repeatedly attempted to refer to a report about
17 Duracell batteries and the rate corrosion developed
18 that was not properly in evidence. Repeatedly, I
19 prohibited this information from coming into the case
20 as it was not properly submitted as a possible exhibit
21 and was not offered into evidence during the hearing.
22 On cross-examination, however, FAA counsel asked
23 Respondent for an explanation as to why there would be
24 corrosion on the batteries, and when Respondent
25 answered it could come from moisture, FAA counsel

1 asked how long it would take for batteries to corrode
2 to the extent shown in the picture taken by ASI
3 Stanfield. At that point, FAA counsel had opened the
4 door, and I allowed Respondent to reference the
5 Duracell report to answer the question specifically
6 posed by the FAA's counsel.

7 However, even without his reference to the
8 report or testimony about his belief as to the rate of
9 corrosion, there would be a mystery as to whether the
10 corrosion could have developed in the time between
11 Respondent's inspection on July 25, 2025, and ASI's
12 inspection on September 5, 2025.

13 The FAA cannot meet its burden of showing
14 that the entry in the logbook that Respondent tested
15 the ELT per FAR 91.207(d) was false. As the Board
16 said in Administrator versus Hayes, NTSB Order Number
17 EA-5459, the FAA must prove all elements of an
18 alleged -- of all alleged charges by a preponderance
19 of the evidence, and as such, when the case is closed,
20 the party with the burden loses. In short, the FAA
21 has not proven the first prong of the test regarding
22 Respondent's log entry stating that he had tested the
23 ELT in compliance with FAR 91.207(d), that the
24 statement was false.

25 For the purposes of efficiency and because

1 this case is on an emergency timeline, I will state
2 for the record that the FAA has met the burden of
3 fulfilling the second and third prongs of the Hart v.
4 McLucas test as to Respondent's log entry stating that
5 he tested the ELT per the regulation. The parties
6 both agreed that the statement is material, and so the
7 second prong is met. And Respondent, who already
8 lacks credibility, cannot credibly argue that he did
9 not do a safety inspection of the ELT, including
10 checking for corrosion and cleaning it, and did not
11 know that it was false to say that he did.

12 Moving to the second log entry that the FAA
13 asserts was a knowing false statement, specifically,
14 the FAA states that Respondent's entry that indicated
15 that he complied with all airworthiness directives was
16 false because he did not comply with AD 2017-16-01, as
17 demonstrated by corrosion on the ELT batteries and the
18 lack of a legibly marked battery expiration or
19 recharge date on the outside of the ELT or in the
20 aircraft's maintenance records. Even without
21 establishing that the ELT inspected and photographed
22 by ASI Stanfield, which he states he found out of the
23 aircraft on a cart, was the same ELT that was in the
24 plane, the record still contains the reliable
25 testimony of Mason Miller. He stated that he

1 inspected the ELT that had not been removed from the
2 aircraft and saw that it was missing a legible future
3 expiration date on the ELT.

4 Respondent alleges he knows it had a date on
5 a piece of tape stuck to the ELT but does not know if
6 the date was in 2026 or 2027. Respondent has already
7 shown that he lacks credibility based upon his
8 conflicting testimony as to the corrosion, and there's
9 no credible explanation in the record why, if
10 Respondent put a piece of tape with a future
11 expiration date on the ELT, it would not have been
12 there when Mr. Miller examined the ELT while it was
13 still attached to the aircraft.

14 Additionally, Respondent has not argued or
15 offered any evidence that a proper expiration date was
16 entered into the aircraft's maintenance records. FAA
17 Exhibit A-3, which Respondent does not dispute is a
18 clear and accurate copy of his logbook entry,
19 explicitly states that "All ADs C/W through
20 2025-13" -- Respondent does not dispute that this
21 entry is intended to mean that all airworthiness
22 directives up until AD 2025-13 have been complied
23 with. Instead, in his answer to the EOR, he concurred
24 with the FAA's statement that he had entered into the
25 logbook a statement that means all ADs complied with

1 through 2025-13.

2 Additionally, Respondent, in his answer to
3 the EOR, also agreed that AD 2017-16-01 applies to the
4 ELT on the aircraft. The FAA has provided a copy of
5 AD 2017-16-01 as Exhibit A-8, which has been offered
6 and accepted into the record. On page 11 of the
7 exhibit is part (g) of AD 2017-16-01, which requires
8 that when doing an inspection, a mechanic "do all
9 applicable corrective actions following other
10 applicable operating rules under Subchapters F and G
11 of 14 C.F.R. Chapter 1 after accomplishing the
12 inspections, tests" -- sorry, "inspections, checks,
13 tests, and verifications."

14 14 C.F.R. § 91.207 is within Subpart F of
15 Chapter 1 of Title 14 of the Code of Federal
16 Regulations, and 14 C.F.R. Part 91.207(c)(2) states
17 that, "The expiration date for replacing or recharging
18 the battery must be legibly marked on the outside of
19 the transmitter and entered in the aircraft
20 maintenance records. But that provision does not
21 apply to batteries such as water-activated batteries
22 that are essentially unaffected during probable
23 storage intervals."

24 Respondent has not asserted that the ELT
25 batteries at issue in this case are water-activated

1 batteries or batteries unaffected during storage that
2 are excepted from Subpart G. In short, the record
3 demonstrates that failing to have the ELT battery's
4 expiration or recharge date legibly written on the ELT
5 and in the maintenance records is a violation of an
6 airworthiness directive applicable to the aircraft.
7 In other words, the record demonstrates that
8 Respondent did not comply with AD 2017-16-01 because
9 he did not legibly mark a date on the outside of the
10 ELT when the battery should next be recharged or
11 replaced.

12 Respondent has indicated that he believed
13 the ELT was being replaced soon after it arrived in
14 California. Assuming that this is true, however, his
15 failure to include a legible marking on the ELT means
16 his inspection of the ELT did not comply with AD 2017-
17 16-01, which he acknowledges applies to the ELT on the
18 aircraft. In short, Respondent's statement that he
19 complied with all worthiness directives is false, and
20 the FAA has met the first prong of the Hart v. McLucas
21 test.

22 As to the second prong, Respondent agreed in
23 his answer to the EOR that his entry into the logbook
24 that he complied with all ADs was material. The
25 remaining question, therefore, is whether Respondent

1 knew that he was not in compliance with AD 2017-16-01
2 when he stated that he had complied with all
3 airworthiness directives. Respondent has not denied
4 that he knew that AD 2017-16-01 incorporated the
5 requirement for legibly marking the expiration date or
6 recharge date of the ELT batteries on the ELT or in
7 the maintenance -- and in the maintenance records.

8 In fact, Respondent has consistently argued
9 that he complied with AD 2017-16-01 by ensuring that
10 the date was on a piece of tape affixed to the ELT.
11 In his answer to the EOR, Complainant -- Respondent
12 also admitted to Allegation 7 of the EOR that AD 2017-
13 16, paragraph (g) of the -- sorry, that in AD 2017-16,
14 that paragraph (g) of the AD requires general visual
15 inspections every 12 months of the ELT for
16 discrepancies and corrective actions for discrepancies
17 that are found.

18 In short, the records presented demonstrate
19 that there is no other reasonable explanation than
20 Respondent knew that failing to have a legibly marked
21 future expiration date on the ELT meant that all
22 airworthiness directives were not complied with when
23 he entered the statement at issue into the logbook.

24 To summarize, based on the evidence
25 presented, this tribunal finds the preponderance of

1 reliable, probative, and substantial evidence
2 demonstrates the Respondent made a materially false
3 entry in the aircraft's logbook on or about July 25,
4 2025, and that he knew his entry was false when he
5 entered it into the logbook. The FAA has therefore
6 met its burden of demonstrating that Respondent
7 violated 14 C.F.R. Part 43.12 as to the statement
8 about meeting airworthiness directives.

9 I will now address the sanction. Under the
10 Pilot's Bill of Rights, this tribunal is obligated to
11 review the FAA's decision to revoke the Respondent's
12 air -- Respondent's certificates. In Administrator v.
13 Pham, P-H-A-M, NTSB Order Number EA-5936, the Board
14 directed that a review of the FAA's sanction should be
15 limited to only changing it where the sanction is
16 unwarranted in law or not justified in fact.

17 The Board has, on many occasions, expressed
18 how dangerous a falsification can be to aviation
19 safety and sustained the FAA's action revoking a
20 mechanic's certificate. In fact, in Administrator
21 versus Farrington, NTSB Order Number EA-4171, the
22 Board stated that the usual sanction imposed in
23 intentional falsification cases is certificate
24 revocation. Figure 9-5 of the FAA's Enforcement Guide
25 states that generally, a single falsification should

1 result in a revocation of certificates.

2 In this case, the certificate holder is a
3 mechanic with an inspection authorization. Chapter 9-
4 7 of the FAA's Enforcement Guide dictates that because
5 he has an inspection authorization, Respondent shall
6 be held to a higher standard. The failure of a
7 mechanic to comply with an airworthiness directive
8 under Figure 9.9-e of the FAA Enforcement Guide is
9 considered a Severity Level 3 infraction. Severity 3
10 is the highest level of recklessness or intentionality
11 and is the highest level of carelessness.

12 So, while the Board indicated in
13 Administrator versus Croll, C-R-O-L-L, NTSB Order
14 Number EA-4460, that there may be some situations
15 where a falsification might not warrant the revocation
16 of all certificates, in this case, where compliance
17 with ADs was falsely certified, revocation is
18 warranted.

19 Conclusion: For the reasons stated above,
20 the FAA has met its burden to prove that the
21 Respondent violated 14 C.F.R. 43.12 by intentional
22 falsification of one of his logbook entries, as
23 alleged in the EOR. Given the Board's precedent and
24 appropriate judicial deference afforded to the FAA,
25 the sanction of revocation of Respondent's mechanic

1 certificate with A&P rating and Inspector
2 Authorization is warranted. This tribunal determines
3 that the safety in air commerce or air transportation
4 and the public interest requires it to affirm the
5 FAA's Order of Revocation.

6 Accordingly, this tribunal enters the
7 following: It is ordered that the Federal Aviation
8 Administration's Emergency Order of Revocation is
9 affirmed to the extent the Respondent did violate 14
10 C.F.R. § 43.12(a)(1). It is further ordered the
11 revocation of Respondent's mechanic certificate with
12 an A&P rating and inspector -- inspection
13 authorization is affirmed.

14 That is the end of my order. That is the
15 end of the order in this case, the initial order in
16 this case. So I would like to thank the parties for
17 their professionalism in this matter, but the decision
18 has now been entered into the record. Does anyone --
19 before I end this and go off the record and end this
20 hearing, is there anything else anybody would like to
21 say?

22 MR. BERMAN: No, Your Honor.

23 JUDGE MCGINN-SHAPIRO: Okay. Having heard
24 nothing else, I am going to end this, and I thank you
25 both -- I thank both parties for their professionalism

1 in this case.

2 Ms. Kiser, can we please go off the record.

3 (Whereupon, at 2:19 p.m., the oral initial
4 decision in the above-entitled matter was adjourned.)

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CERTIFICATE

DOCKET NO.: SE-31602

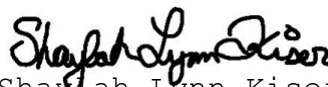
CASE TITLE: Bedford v. Foltz

HEARING DATE: August 20, 2026

LOCATION: Charles Town, West Virginia

I hereby certify that the proceedings and evidence are contained fully and accurately on the tapes and notes reported by me at the hearing in the above case before the National Transportation Safety Board, Office of Administrative Law Judges.

Date: August 20, 2026



Shaylah Lynn Kiser
Official Reporter
Heritage Reporting Corporation
Suite 305
1150 Connecticut Avenue, N.W.
Washington, D.C. 20036

Heritage Reporting Corporation
(202) 628-4888