

BEFORE THE DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.

Application of:

Western Aircraft, Inc.

for authority to engage in scheduled
passenger operations as a commuter
air carrier under 49 U.S.C. § 41738

DOCKET No. DOT-OST-2021-0149

**WESTERN AIRCRAFT, INC.'S RESPONSE TO THE REQUEST FOR ADDITIONAL
RAISED BY THE DEPARTMENT OF TRANSPORTATION IN ITS JANUARY 26, 2023
EMAIL**

Communications with respect to this document should be sent to:

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Fox Rothschild LLP
2020 K Street, NW
Suite 500
Washington, DC 20006
(Office) (202) 461-3100
(Mobile) (202) 441-0391
ahorowitz@foxrothschild.com
Counsel for Western Aircraft, Inc.

TRANSMITTED BY ELECTRONIC MAIL

BEFORE THE DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.

_____)
Application of:)
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RAISED BY THE DEPARTMENT OF TRANSPORTATION IN ITS JANUARY 26, 2023
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On January 26, 2023, Western Aircraft, Inc. (hereafter “Western”) filed its submission of the Documents Required by Terms, Conditions, and Limitations Set Forth in the Department of Transportation’s (hereafter the “Department” or “DOT”) January 6, 2023, of its Final Order and Commuter Air Carrier Authorization, authorizing Western Aircraft Inc. to engage in scheduled passenger transportation operations as a commuter air carrier subject to the provisions of the Terms, Conditions, and Limitations attached to the Authorization.

By email dated January 26, 2023, Barbara A. Snoden of DOT’s Office of Aviation Analysis, Office of Aviation International Affairs advised that Western should withdraw Exhibit “2B,” and substitute a revised Exhibit “2B” that only checks Box 2. B. Combined Coverage on OST Form 6410. In addition, Ms. Snoden advised Western that if it intends to use WestAir

Charter as a trade name, it must submit a letter to the Department requesting that it register WestAir Charter as a trade name.

Accordingly, Western hereby withdraws Exhibit "2B," which was filed on January 26, 2023, and substitutes in its stead, this revised Exhibit "2B," a copy of which is attached as Exhibit "1," that only checks Box 2. B. Combined Coverage on OST Form 6410.

In addition, in accordance with Ms. Snoden's directive and the requirements set forth in 49 C.F.R. § 215.4, attached is a letter, signed by Joshua Weinshank, Western's Director of Operations/AOSC, requesting the Department to register WestAir Charter as a trade name.¹

The Certification set forth in 18 U.S.C. §1001

The contents of this submission, including the attached Exhibits, are true and correct to the best of my knowledge and belief. Pursuant to 18 U.S.C. §1001, I, Joshua Weinshank, in my individual capacity and as authorized representative of Western Aircraft, Inc., have not in any manner knowingly and willfully falsified, concealed or failed to disclose any material fact or made any false, fictitious, or fraudulent statement or knowingly used any documents which contain such false statements in connection with the preparation and filing of this submission, including the attached Exhibits." I understand that an individual who is found to have violated the provisions of 18 U.S.C. §1001 shall be fined or imprisoned not more than five years, or both.



Digitally signed by Joshua Weinshank
DN: cn=Joshua Weinshank, o=Western Aircraft, Inc.,
ou=Air Carrier Division, email=joshw@westair.com,
c=US
Date: 2023.01.27 11:30:49 -07'00'
Adobe Acrobat version: 2022.003.20314

Joshua Weinshank
Director of Operations/AOSC
and Duly Authorized Representative of
Western Aircraft, Inc.

¹ Western's letter requesting the Department to register WestAir Charter as a trade name and three copies of the Montreal Agreement (OST Form 4523, signed by Joshua Weinshank, Western's Director of Operations/AOSC, is attached as Exhibit "2."

CERTIFICATE OF SERVICE

I certify that on January 27, 2023, in accordance with section 302.3 of the Department of Transportation's Rules of Practice, 14 C. F. R. §§ 302.3, I filed, in Docket DOT-OST-2021-0149, by electronic means using the process set at <https://www.regulations.gov>, Western Aircraft, Inc.'s Response to the Request for Additional Information Raised by the Department of Transportation in its January 26, 2023 Email.

I also certify that on January 27, 2023, I served, by electronic mail, Lauralyn Remo, Chief, Department of Transportation, Air Carrier Fitness Division, at laura.remo@dot.gov, Damon Walker, staff member, Department of Transportation, Air Carrier Fitness Division at Damon.Walker@dot.gov, and Barbara Snoden, staff member, Department of Transportation Office of Aviation Analysis, Office of Aviation and International Affairs, at Barbara.snoden@dot.gov, with a copy of Western Aircraft, Inc.'s Response to the Request for Additional Information Raised by the Department of Transportation in its January 26, 2023 Email.

I further certify that on January 27, 2023, I served, by electronic mail, Taneesha Marshall, Acting Assistant Chief Counsel for Aviation Litigation, Federal Aviation Administration at Taneesha.Marshall@faa.gov, Kim Edwards, Technical Programs Branch, Federal Aviation Administration at Kim.Edwards@faa.gov, David Lusk, Certification Section Manager, Federal Aviation Administration at David.Lusk@faa.gov, and Paul Pia, Principal Operations Inspector, Federal Aviation Administration at Paul.Pia@faa.gov with a copy of Western Aircraft, Inc.'s Response to the Request for Additional Information Raised by the Department of Transportation in its January 26, 2023 Email.

I also certify that on January 27, 2023, I served, via Federal Express, The Office of Airline Information at DOT/RITA/BTS RTS-42, 1200 New Jersey Avenue, SE Washington, DC 20590,

with a copy of Western Aircraft, Inc.'s Response to the Request for Additional Information Raised by the Department of Transportation in its January 26, 2023 Email.

I further certify that on January 27, 2023, I served, by electronic mail, Aaron A. Goerlich, Agent for Service, Western Global Airlines, LLC, at agoerlich@ggh-airlaw.com, with a copy of Western Aircraft, Inc.'s Response to the Request for Additional Information Raised by the Department of Transportation in its January 26, 2023 Email.

I also certify that on January 27, 2023, I served, via Federal Express, David Cox, Executive Vice President, Operations, Western Air Charter, Inc., d/b/a Jet Edge at 16700C Roscoe Blvd, Van Nuys, CA 91406, with a copy of Western Aircraft, Inc.'s Response to the Request for Additional Information Raised by the Department of Transportation in its January 26, 2023 Email.

/s/ Martha W. Johns
Martha W. Johns - Paralegal



Office of the Secretary
of Transportation

AGENCY DISPLAY OF ESTIMATED BURDEN

The public reporting burden for this collection of information is estimated to average 15-30 minutes per response. If you wish to comment on the accuracy of the estimate or make suggestions for reducing this burden, please direct your comments to: U.S. Department of Transportation, Office of Aviation Analysis, X-56, 1200 New Jersey Ave. S.E., Washington, D.C. 20590. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

NOTE: For information on where to file completed copies of this form, see **FILING INSTRUCTIONS** below.

OMB No. 2106-0030 Expires April 30, 2023

U.S. AIR CARRIERS - CERTIFICATE OF INSURANCE

POLICIES OF INSURANCE FOR AIRCRAFT ACCIDENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

FILING INSTRUCTIONS: File a signed original of this form with the Federal Aviation Administration, Air Transportation Division, electronically to: AFS-260-Insurance@faa.gov, or mail to: AFS-260, 800 Independence Ave., S.W., Washington, D.C., 20591 (See EXCEPTION)

EXCEPTION: For any insured that is located in the State of Alaska, file a signed original of this form with the Federal Aviation Administration, Air Transportation Division, electronically to: AFS-260-Insurance@faa.gov, or mail to: Anchorage Flight Standards Service Office, 949 E. 36th Avenue, Suite 600, Anchorage, Alaska 99503.

(Please type information, except signatures.)

THIS CERTIFIES THAT: Allianz Global Risks US Insurance Company as Lead Insurer

(Name of Insurer)

has issued a policy or policies of Aircraft Liability Insurance to Greenwich AeroGroup, Inc. and Western Aircraft, Inc.

475 Steamboat Rd., Greenwich, CT 06830

FAA Certificate Number WUXA579T

(Name, address and FAA Certificate number of Insured U.S. Air Carrier)

effective from October 1, 2022 until ten (10) days after written notice from the insurer or carrier of the intent to terminate coverage is received by the Department of Transportation.

NOTE: Part 205 of the Department's Regulations does not allow for a predetermined termination date, and a certificate showing such a date is unacceptable.

1. The Insurer (Check One):

- ☒ is licensed to issue aircraft insurance policies in the United States;
- ☐ is licensed or approved by the government of _____ to issue aircraft insurance policies; or
- ☐ is an approved surplus line insurer in the State(s) of _____

2. The insurer assumes, under the policy or policies listed below, aircraft accident liability insured to minimums at least equal to the following during operation, maintenance, or use of aircraft in "air transportation" as that term is defined in 49 U.S.C. 40102. (Complete applicable section(s) A, B, or C below):

A. U.S. AIR TAXI OPERATORS (EXCLUDING U.S. COMMUTER AIR CARRIERS) WITH PART 298 AUTHORITY ONLY:

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). (Complete separate or combined coverage as appropriate):

☐ Separate Coverages:

Policy No.	Type of Liability	Minimum Limit	
		Each person	Each Occurrence
_____	Bodily Injury Liability (Excluding Passengers)	\$75,000	\$300,000
_____	Passenger Bodily Injury	\$75,000	\$75,000 x 75% of total number of passenger seats installed in aircraft
_____	Property Damage		\$100,000

☐ Combined Coverage: The amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. _____ Amount of Coverage _____

☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

B. U.S. COMMUTER AIR CARRIERS OR CERTIFICATED AIR CARRIERS OPERATING SMALL AIRCRAFT

The aircraft covered by this policy are SMALL AIRCRAFT (i.e., with 60 or fewer passenger seats or with a maximum payload capacity of 18,000 pounds or less). (Complete separate or combined coverage as appropriate):

		Minimum Limit	
		Each person	Each Occurrence
Policy No.	Type of Liability		
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$300,000	\$2,000,000
	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

- ☒ Combined Coverage: The amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. A3GA000511422AM

Amount of Coverage \$ 50,000,000

- ☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

C. U.S. CERTIFICATED AIR CARRIERS OPERATING LARGE AIRCRAFT

The aircraft covered by this policy are LARGE AIRCRAFT (i.e., with more than 60 passenger seats or with a maximum payload capacity of more than 18,000 pounds). (Complete separate or combined coverage as appropriate):

		Minimum Limit	
		Each person	Each Occurrence
Policy No.	Type of Liability		
	Combined Bodily Injury (Excluding Passengers other than cargo attendants) and Property Damage Liability	\$300,000	\$20,000,000
	Passenger Bodily Injury	\$300,000	\$300,000 x 75% of total number of passenger seats installed in aircraft

- ☐ Combined Coverage: The amount of coverage set forth below is a single limit of liability for each occurrence at least equal to the required minimums stated above for bodily injury (excluding passengers), property damage, and passenger bodily injury.

Policy No. _____

Amount of Coverage _____

- ☐ This policy covers CARGO operations *only* and *excludes* passenger liability insurance.

3. The policy or policies listed in this certificate insure(s) (Check One):

Make and Model

FAA or Foreign Flag
Registration No.

- ☒ Operations conducted with all aircraft operated by the insured
☐ Operations conducted with the following types of aircraft:
☐ Operations with the following aircraft: (Use additional page if necessary)

4. Each policy listed in this certificate meets or exceeds the requirements in 14 CFR Part 205.

Allianz Global Risks US Insurance Company

(Name of Insurer)

10333 East Dry Creek Road, Suite 310

(Address)

Englewood, CO 80112

(City, State, Zip Code)

Brad Dunagan, Senior Underwriter

Contact (person who can verify the effectiveness of the coverage)

(720) 479-7629

(Area Code, Phone Number)

(Area Code, Fax Number)

(Email Address)

(Signature)

(Date)

Lockton Companies

(Name of Broker, if applicable)

3280 Peachtree Rd NE, Suite 250

(Address)

Atlanta, GA 30305

(City, State, Zip Code)

R. Dean Anderson

(Officer or authorized representative)

(404) 460-3645

(Area Code, Phone Number)

(Area Code, Fax Number)

rdanderson@lockton.com

(Email Address)

(Signature)

(Date)

1/27/2023

Barbara Snoden
Office of Aviation Analysis
Office of the Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington DC 20590

Re: Western Aircraft, Inc.'s Request to Register WestAir Charter as a Trade Name

Dear Ms. Snoden:

In accordance with the requirements set forth in 49 C.F.R. § 215.4(a), Western Aircraft, Inc. (hereafter "Western"), respectfully requests the Department of Transportation to register WestAir Charter as a tradename.

Pursuant to 49 C.F.R. § 215.4(b), attached are three copies of the Montreal Agreement, OST Form 4523, signed by the undersigned.

Yours truly,



Digitally signed by Joshua Weinshank
DN: cn=Joshua Weinshank, o=Western
Aircraft, Inc., ou=Air Carrier Division,
email=joshw@westair.com, c=US
Date: 2023.01.27 11:20:16 -07'00'
Adobe Acrobat version: 2022.003.20314

Joshua Weinshank
Director of Operations/AOSC
and Duly Authorized Representative of Western Aircraft, Inc.



AGREEMENT

The undersigned carriers (hereinafter referred to as "the Carriers") hereby agree as follows:

1. Each of the Carriers shall, effective May 16, 1966, include the following in its conditions of carriage, including tariffs embodying conditions of carriage filed by it with any government:

"The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

2. Each Carrier shall, at the time of delivery of the ticket, furnish to each passenger whose transportation is governed by the Convention, or the Convention as amended by the Hague Protocol, and by the special contract described in paragraph 1, the following notice, which shall be printed in type at least as large as 10 point modern type and in ink contrasting with the stock on (i) each ticket; (ii) a piece of paper either placed in the ticket envelope with the ticket or attached to the ticket; or (iii) on the ticket envelope:

"ADVICE TO INTERNATIONAL PASSENGER ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[certain]*
[(name of carrier) and certain other] carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1985, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

4. This Agreement may be signed in any number of counterparts, all of which shall constitute one Agreement. Any Carrier may become a party to this Agreement by signing a counterpart hereof and depositing it with DOT.

5. Any Carrier party hereto may withdraw from this Agreement by giving twelve (12) months' written notice of withdrawal to DOT and the other Carriers parties to the Agreement.

*Either alternative may be used.

(Signature and Date)

Digitally signed by Joshua Weinshank
DN: cn=Joshua Weinshank, o=Western Aircraft, Inc., ou=Air Carrier Division,
email=josh@westernair.com, c=US
Date: 2023.01.27 10:01:21 -0700
A 4300 S. Kennedy Street, Boise ID 83705

(Printed Name and Title)

Joshua Weinshank director of operations

(Name and Address of Carrier)

4300 S. Kennedy Street

Boise ID 83705



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Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger."

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Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of

[certain]*
[(name of carrier) and certain other] carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US \$10,000 or US \$20,000.

The names of Carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative."

3. [This Agreement was filed with the Civil Aeronautics Board of the United States. The Board approved it by Order E-23680, adopted May 13, 1966. The Agreement (Agreement 18900) became effective May 16, 1966. On January 1, 1985, this Agreement became the responsibility of the Department of Transportation (DOT) by operation of law.]

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(Signature and Date)

Digitally signed by Joshua Weinshank
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A 4300 S. Kennedy Street, Boise ID 83705

(Printed Name and Title)

Joshua Weinshank director of operations

(Name and Address of Carrier)

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email=josh@westernair.com, c=US
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Joshua Weinshank director of operations

(Name and Address of Carrier)

4300 S. Kennedy Street

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