



1. Respondent US Airways, Inc. ("US Airways"), is a Delaware corporation whose business address is 2345 Crystal Drive, Arlington, Virginia 22227. At all times mentioned herein, respondent US Airways was registered as a carrier as that term is defined in the Act and the regulations, under registration number 52-T-0101.

2. On June 20, 2001, respondent US Airways, through subsidiary of US Airways Group, Inc. Piedmont Airlines, d/b/a US Airways Express, transported 56 live animals (prairie voles, described on respondent's airway bill as mice) from Orlando, Florida, to Tallahassee, Florida.

3. On June 20, 2001, respondent US Airways, through subsidiary of US Airways Group, Inc. Piedmont Airlines, d/b/a US Airways Express, did not handle the 56 prairie voles as expeditiously and carefully as possible in a manner that did not cause overheating, physical harm and unnecessary discomfort, accepted the prairie voles for transportation more than four hours prior to departure and in containers that did not have easily accessible openings, did not provide sufficient ventilation, lacked a certificate of the consignor stating that such enclosures complied with section 3.137 of the Standards (9 C.F.R. § 3.137), did not visually observe the animals at least once every four hours, and allowed excessive temperatures around the prairie voles in animal holding areas. Five animals died of heat stroke, and one was euthanized.

4. On August 8, 2001, respondent US Airways transported 15 live rodents from Philadelphia, Pennsylvania, to Pittsburgh, Pennsylvania. Respondent US Airways, through subsidiary of US Airways Group, Inc. PSA Airlines, d/b/a/ US Airways Express, transported the animals on August 8, 2001, from Pittsburgh, Pennsylvania, to Evansville, Indiana.

5. On August 8, 2001, respondent US Airways accepted the animals for transportation more than six hours prior to scheduled departure. Respondent US Airways, through subsidiary of US Airways Group, Inc. PSA Airlines, d/b/a US Airways Express, did not handle the animals as expeditiously and carefully as possible in a manner that did not cause

overheating, behavioral stress, physical harm, or unnecessary discomfort, did not visually observe the animals at least once every four hours, and allowed excessive temperatures around the animals in animal holding areas. Five animals died of heat-related stress.

6. On December 18, 2000, respondent US Airways transported 48 ferret kits from Buffalo, New York, to Pittsburgh, Pennsylvania. Respondent US Airways, through affiliate Chautauqua Airlines, d/b/a/ US Airways Express, transported the animals on December 18, 2000, from Pittsburgh, Pennsylvania, to Indianapolis, Indiana. Respondent US Airways, through affiliate Chautauqua Airlines, d/b/a US Airways Express, transported the animals by ground transportation on December 18, 2000, from Indianapolis, Indiana, to Evansville, Indiana.

7. On December 18, 2000, respondent US Airways, through affiliate Chautauqua Airlines, d/b/a US Airways Express, did not document the arrival of the 48 ferret kits at the Evansville, Indiana airport, and transported the animals, in their enclosure, to Chautauqua's cargo hold area, where they remained until December 26, 2000. By December 26, 2000, 44 of the animals had died. Two others died on December 26, 2000.

8. Between December 18 through December 26, 2000, respondent US Airways, through affiliate Chautauqua Airlines, d/b/a US Airways Express, failed to handle 48 ferret kits as expeditiously and carefully as possible so as not to cause them trauma, behavioral stress, physical harm, and unnecessary discomfort, failed to attempt to notify the consignee of 48 ferrets of the animals' arrival in Evansville, Indiana, failed to provide potable water to 48 ferrets in its custody at least once every 12 hours for eight days, failed to provide food to 48 ferrets in its custody for eight days, failed to observe 48 ferrets in its custody as frequently as circumstances allowed, failed to exercise care to avoid handling the primary enclosure housing 48 ferret kits in a manner that could cause physical trauma to the animals contained in the enclosure, and failed to determine whether the animals were in obvious physical distress, and failed to provide needed veterinary care to 48 ferrets as soon as possible, or at all.

9. On December 18, 2000, respondent US Airways, through affiliate Chautauqua Airlines, d/b/a US Airways Express, failed to attach documents accompanying a shipment of 48 ferrets to the outside of the primary enclosure in an easily accessible manner, and failed to move 48 ferret kits from the primary conveyance to the animal holding area of the terminal facility as expeditiously as possible.

10. Between December 18 and 26, 2000, respondent US Airways, through affiliate Chautauqua Airlines, d/b/a US Airways Express, commingled a shipment of 48 live ferrets with inanimate cargo in its storage facility in Evansville, Indiana, where the animals remained for eight days.

#### Conclusions of Law

1. Between December 18 through December 26, 2000, respondent US Airways, by and through affiliate Chautauqua Airlines, d/b/a US Airways Express, and consistent with the facts of this case, violated sections 2.100(b) and 2.131(a)(1) of the Regulations (9 C.F.R. §§ 2.100(b), 2.131(a)(1)).

2. Between December 18 and December 26, 2000, respondent US Airways, by and through affiliate Chautauqua Airlines, d/b/a US Airways Express, and consistent with the facts of this case, violated section 2.100(b) of the Regulations (9 C.F.R. §§ 2.100(b)), by failing to comply with the Standards governing the humane transportation of animals (9 C.F.R. §§ 3.136-3.142), specifically, section 3.136(d) of the Standards (9 C.F.R. § 3.136 (d)).

3. On December 18, 2000, respondent US Airways, by and through affiliate Chautauqua Airlines, d/b/a US Airways Express, and consistent with the facts of this case, violated section 2.100(b) of the Regulations (9 C.F.R. §§ 2.100(b)), by failing to comply with the Standards governing the humane transportation of animals (9 C.F.R. §§ 3.136-3.142), specifically, section 3.137(f) of the Standards (9 C.F.R. § 3.137 (f)).

4. Between December 18 and December 26, 2000, respondent US Airways, by and through affiliate Chautauqua Airlines, d/b/a US Airways Express, and consistent with the facts

of this case, violated section 2.100(b) of the Regulations (9 C.F.R. §§ 2.100(b)), by failing to comply with the Standards governing the humane transportation of animals (9 C.F.R. §§ 3.136-3.142), specifically, section 3.139(a) of the Standards (9 C.F.R. § 3.139 (a)).

5. Between December 18 and December 26, 2000, respondent US Airways, by and through affiliate Chautauqua Airlines, d/b/a US Airways Express, and consistent with the facts of this case, violated section 2.100(b) of the Regulations (9 C.F.R. §§ 2.100(b)), by failing to comply with the Standards governing the humane transportation of animals (9 C.F.R. §§ 3.136-3.142), specifically, section 3.139(b) of the Standards (9 C.F.R. § 3.139(b)).

6. Between December 18 and December 26, 2000, respondent US Airways, by and through affiliate Chautauqua Airlines, d/b/a US Airways Express, and consistent with the facts of this case, violated section 2.100(b) of the Regulations (9 C.F.R. §§ 2.100(b)), by failing to comply with the Standards governing the humane transportation of animals (9 C.F.R. §§ 3.136-3.142), specifically, section 3.140(a) of the Standards (9 C.F.R. § 3.140 (a)).

7. Between December 18 and December 26, 2000, respondent US Airways, by and through affiliate Chautauqua Airlines, d/b/a US Airways Express, and consistent with the facts of this case, violated section 2.100(b) of the Regulations (9 C.F.R. §§ 2.100(b)), by failing to comply with the Standards governing the humane transportation of animals (9 C.F.R. §§ 3.136-3.142), specifically, section 3.141 of the Standards (9 C.F.R. § 3.141).

8. On December 18, 2000, respondent US Airways, by and through affiliate Chautauqua Airlines, d/b/a US Airways Express, and consistent with the facts of this case, violated section 2.100(b) of the Regulations (9 C.F.R. §§ 2.100(b)), by failing to comply with the Standards governing the humane transportation of animals (9 C.F.R. §§ 3.136-3.142), specifically, section 3.142(a) of the Standards (9 C.F.R. § 3.142 (a)).

9. Between December 18 and December 26, 2000, respondent US Airways, by and through affiliate Chautauqua Airlines, d/b/a US Airways Express, and consistent with the facts of this case, violated section 2.100(b) of the Regulations (9 C.F.R. §§ 2.100(b)), by failing to

comply with the Standards governing the humane transportation of animals (9 C.F.R. §§ 3.136-3.142), specifically, section 3.142(b) of the Standards (9 C.F.R. § 3.142 (b)).

10. Respondent US Airways has admitted the allegations in the amended complaint as set forth as findings of fact and conclusions of law herein, and the parties have agreed to terms set forth herein and to the entry of this decision. Therefore such decision will be entered, and the following Order issued:

Order

1. Respondent US Airways, its agents and employees, successors and assigns, directly or through any corporate or other device, shall cease and desist from violating the Act and the regulations and standards issued thereunder.

2. Respondent US Airways is assessed a civil penalty of \$50,000, which shall be paid by certified check or money order payable to the Treasurer of the United States.

3. Respondent US Airways agrees that it shall implement continuing steps and processes to ensure the highest degree of care and treatment for all live animals being transported throughout its system. These include implementing a new process by which the respondent transports live animals. Specifically, the respondent shall only accept and transport live animals under procedures used for priority shipments (the respondent's so-called PDQ product). The respondent shall no longer accept or transport live animals as cargo or general freight shipments. This new policy will apply to all US Airways flights, including those operated by US Airways Express. While the respondent has no current plans to do so, it reserves the right, consistent with all of its regulatory obligations, to make additional changes to the procedures by which it transports live animals, including the restoration of the carriage of live animals as cargo or general freight shipments. Nothing in this order shall apply to or in any way restrict the acceptance and carriage of cargo tendered by the U.S. Postal Service.

4. In addition to respondent US Airways' existing training procedures, the respondent shall design and implement a new computer-based training course for all employees

that directly handle, supervise, or manage the transportation of live animals on flights operated by the respondent. The new training course, which shall be developed as part of the respondent's Sabre Assisted Instructions (SAI) programs, shall be completed and administered to all applicable employees within six months of the date of this Order. The new computer course shall also be a requirement for all new hires that would directly handle, supervise, or manage the transportation of live animals, and shall be integrated into respondent's recurrent training program for the handling of live animals.

5. Respondent US Airways shall update its cargo website to provide consumers with specific up-to-date information on the manner and process by which it transports live animals. Specifically, the respondent shall outline for consumers its new policy to accept and transport live animals only as priority shipments, including details about how live animal shipments can be tracked during transit, where live animal shipments can be dropped off and picked up, and information about the respondent's live animal training and educational efforts.

6. Respondent US Airways shall send a broadcast message (via bulletin, fax, or through the respondent's computer reference system) to all employees that directly handle, supervise, or manage the transportation of live animals detailing the need to follow all applicable procedures in the transportation of live animals, including the new policy to accept and transport live animals only as priority shipments. The respondent shall also require all of its Regional Cargo Customer Service Managers to address these procedures on their next bi-weekly conference calls with their staffs.

7. Respondent US Airways has imposed an embargo that currently prohibits the transportation of live animals on all US Airways Express flights, regardless of the manner or method of shipment. The respondent shall keep this embargo in place until it is satisfied that the foregoing requirements of this Order have been fully implemented into the respondent's operations.


8. It is the intent of the parties that this consent decision and order subsumes and

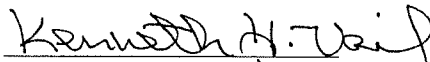
resolves any and all allegations against US Airways or any US Airways Express carrier concerning any purported violation of the Act and the regulations and standards issued thereunder, including those which could have been included in the amended complaint or another amended complaint, arising in connection with any event, act, or matter occurring on or prior to the date of this Order.

The provisions of this Order shall become effective immediately. Copies of this decision shall be served upon the parties.

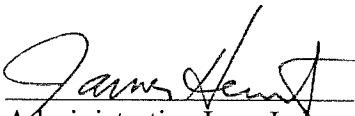
US Airways, Inc.

By

  
Attorney for Respondent US Airways, Inc.

  
~~Colleen A. Carroll~~ Kenneth H. Vail  
Attorney for Complainant

Done at Washington, D.C.  
This 21st day of June, 2002

  
Administrative Law Judge

DC1:514842.2