SETTLEMENT AGREEMENT City of Newport Beach and County of Orange v. FAA

The United States of America, acting through the Federal Aviation Administration ("FAA"), the City of Newport Beach ("City"), and the County of Orange ("County") (collectively, "the Parties") enter into this Settlement Agreement ("Agreement"), by and through their undersigned representatives, to resolve the disputes outlined below and pertaining to FAA's Southern California Metroplex ("SoCal Metroplex") project which replaces dozens of existing conventional air traffic control procedures with new satellite-based procedures at twenty-one airports in Southern California.

Litigation

On or about October 27, 2016, the City filed a petition for review challenging the FAA's Finding of No Significant Impact and Record of Decision ("FONSI/ROD") for the SoCal Metroplex project under 49 U.S.C. § 46110 in the United States Court of Appeals for the Ninth Circuit, which petition was subsequently consolidated with related petitions and transferred to the United States Court of Appeals for the District of Columbia Circuit, Case No. 17-1008.

On or about November 14, 2016, the County filed a petition for review challenging the FAA's FONSI/ROD for the SoCal Metroplex project under 49 U.S.C. § 46110 in the United States Court of Appeals for the Ninth Circuit, which petition was subsequently transferred to the United States Court of Appeals for the District of Columbia Circuit as Case No. 17-1009 and consolidated with related petitions under Case No. 16-1366.

The Parties have reached an agreement to settle and stipulate to the dismissal of Case Nos. 17-1008 and 17-1009.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and other consideration described herein, the Parties agree it is in the interest of the public and civil aviation to AGREE as follows:

I. Complete Settlement of all Claims

The Parties agree that this Agreement upon execution shall resolve all claims by the City and the County that have been brought, or could have been brought, in *City of Newport Beach v*. *FAA*, No. 17-1008 (D.C. Cir.) and *County of Orange v*. *FAA*, No. 17-1009 (D.C. Cir.).

Within 30 days of this Agreement's execution, the City shall move to dismiss with prejudice its petition for review filed in Case No. 17-1008. Also within 30 days of this Agreement's execution, the County shall move to dismiss with prejudice its action to intervene in Case No. 17-1008 and its petition filed in Case No. 17-1009, both of which are pending in the United States Court of Appeals for the District of Columbia Circuit.

II. Terms

The Parties expressly agree to the following terms:

- 1. As part of the SoCal Metroplex Project, FAA designed standard instrument flight procedures for aircraft arriving and departing John Wayne Airport that would meet the purpose and need for the proposed action as described in the Final Environmental Assessment for the Southern California Metroplex Project. The SoCal Metroplex procedures were designed for aircraft that could utilize performance based navigation technology.
- 2. The FAA's implementation of the SoCal Metroplex project procedures at John Wayne Airport shall not preempt and shall not be interpreted or otherwise construed in a manner that would in any way jeopardize the continued successful operation and implementation of, or otherwise affect/conflict with, the terms of the John Wayne Airport Settlement Agreement entered into by the parties in *County of Orange et al v. Air California/ City of Newport Beach v. County of Orange* (Case No. CV 85-1542 TJH (MCx) (C.D. CA 2014), as amended ("Settlement Agreement"), including the Noise Abatement Departure Profiles as described in FAA Advisory Circular 91-53A, utilized to comply with the Settlement Agreement. However, the Parties understand and recognize that the FAA is not and never was a party to the Settlement Agreement. Nothing in this paragraph should be construed as binding the FAA to that Settlement Agreement or creating additional FAA obligations under it.
- 3. The FAA's implementation of the SoCal Metroplex Project procedures at John Wayne Airport did not require changes to the design of the airport flight paths in a manner that could affect or conflict with the County's General Aviation Noise Ordinance (County of Orange Ordinance 2-1-30.1 et seq.).
- 4. The FAA has implemented the procedures described in the environmental assessment and FONSI/ROD for the SoCal Metroplex project. After the effective date of this Agreement, any modifications to the standard instrument departures PIGGN, HHERO, FINZZ, HAWWC (propeller aircraft only), HOBOW, MIKAA, PLZZA and the standard terminal arrivals DSNEE, OHSEA, ROOBY, TILLT, as well as any other new proposed procedures and required navigation performance Z Approaches for Runways 02L and 20R would be subject to separate environmental review under the National Environmental Policy Act ("NEPA").
- 5. The PIGGN, HHERO and FINZZ procedures, depicted in Exhibit A, were designed, in part, to allow aircraft to fly as closely as possible: (i) near the middle of Newport Bay, (ii) between John Wayne Airport noise monitors 1 through 6, and (iii) crossing over the airport's noise monitor 7. After the effective date of this Agreement, the FAA shall not rely on the adopted environmental assessment for any modifications to the PIGGN, HHERO, or FINZZ or to create any new departure procedure(s) at John Wayne Airport.

6. At the request of the City, with input from John Wayne Airport and the County, FAA designed the STAYY, which is a curved required navigation performance departure procedure for aircraft departing John Wayne Airport Runway 20R. This procedure was designed using criteria in compliance with FAA Order 8260.19H, paragraph 4-6-3(c).

A. Incorporated by reference and attached hereto is Exhibit B, which depicts the proposed initial design for the STAYY procedure.

B. Implementation of the proposed STAYY standard instrument departure procedure ("SID") from John Wayne Airport is subject to FAA compliance with and evaluation under NEPA, 42 U.S.C. 4321 et seq. and any other required environmental analysis, including but not limited to the National Historic Preservation Act, Clean Air Act, and Section 4(f) of the Department of Transportation Act. Nothing in this Agreement should be construed to commit FAA to a specific outcome of the NEPA environmental review process or require FAA to make any specific decision based on the NEPA environmental review process.

C. Implementation of the STAYY SID procedure from John Wayne Airport is subject to FAA's safety risk management analysis. Nothing in this Agreement should be construed to commit FAA to a specific outcome under FAA's safety risk management analysis.

D. Implementation of the STAYY SID procedure from John Wayne Airport is subject to flight evaluation (Flight Check). Nothing in this Agreement should be construed to commit FAA to a specific outcome under FAA's flight evaluation analysis.

E. If the conditions in B, C and D are satisfied, FAA shall: (i) implement the STAYY procedure from John Wayne Airport as shown in Exhibit B, as soon as practicable; (ii) within 60 days of implementation, evaluate whether aircraft are flying the STAYY procedure as designed; and (iii) if necessary and consistent with FAA policies and requirements, make adjustments to the STAYY procedure to ensure aircraft fly the procedure as designed and depicted in Exhibit B.

F. If the conditions in B, C or D are not satisfied, the FAA agrees to meet and discuss with John Wayne Airport, the County and the City possible alternatives to the STAYY procedure pursuant to paragraph 9, below.

G. The implementation and aircraft operational use of the STAYY procedure from John Wayne Airport will take place under normal air traffic conditions permitting its use. Aircraft operational use of the STAYY procedure is subject to safety and operational restrictions and potential conflicts, including, but not limited to events, other air traffic, weather, and emergencies.

7. The Parties agree and understand that FAA must be able to vector aircraft in controlled airspace for safety, separation, air traffic control operational efficiency, sequencing, or other air traffic control purposes. The Parties understand that individual aircrew performance requirements are set forth in FAA Order 8260.58A, U.S. Standard for PBN Instrument Procedure Design, and FAA Advisory Circular 90-100A, Change 2, Terminal

and En Route Area Navigation ("RNAV") Operations and vectors may be requested to meet those requirements.

- 8. To the maximum extent practicable, the FAA agrees that aircraft departing from John Wayne Airport using PIGGN, HHERO, FINZZ, or STAYY (if approved and implemented) shall not be vectored until passing abeam of the STREL waypoint or any other waypoint at that location in the future, unless such vectoring is consistent with the factors and circumstances described in paragraph 7 above. Consistent with paragraph 25 of this Agreement, the parties agree and understand that in the event that the United States Court of Appeals for the District of Columbia Circuit issues an order vacating or otherwise invalidating the FAA's implementation of the Southern California Metroplex project resulting in termination of PIGGN, HHERO, and/or FINZZ, the provisions of this paragraph regarding PIGGN, HHERO and/or FINZZ will be null and void. All remaining portions shall nevertheless remain valid and enforceable to the extent they can be given effect without the invalid portion. Further, the Parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid or unenforceable, and if reasonably practicable, to replace any provision which is determined to be illegal, invalid or unenforceable.
- 9. If the FAA determines that modifications to PIGGN, HHERO, FINZZ, or STAYY (if approved and implemented) flight path for departures that fly over Newport Beach, as depicted in Exhibits A and B, are necessary and subject to environmental review under NEPA, the FAA shall follow all required processes, including but not limited to FAA Order 7100.41 (Performance Based Navigation Implementation Process), FAA Order 1050.1 (Environmental Impacts: Policies and Procedures), FAA Air Traffic Organization Community Involvement Plan, and the FAA Community Involvement Manual. Per paragraph 11 and 12 below, FAA agrees to meet with the John Wayne Airport representatives, the County and the City, on an as-needed basis, to discuss, provide input, review and comment on any proposed modifications to the PIGGN SID, HHERO SID, FINZZ SID, or STAYY SID (if approved and implemented) flight path for departures that fly over Newport Beach, as depicted in Exhibits A and B that require or result in preparation of an environmental assessment or environmental impact statement under NEPA.
- 10. For four calendar quarters after the effective date of this Agreement, the FAA shall provide to John Wayne Airport for public dissemination, with a copy to the City and the County, quarterly reports that show separately the flight tracks and any aircraft deviations for each of the PIGGN, HHERO, FINZZ and STAYY (if approved and implemented) procedures for one consecutive week of each month of the calendar quarter along with aircraft altitude information at the first turn, Noise Monitor No. 7 and the STREL waypoint for PIGGN, HHERO and FINZZ procedures and at the BIKKL, PAPAU and LRREN waypoints for the STAYY procedure (if approved and implemented), all as noted/depicted in Exhibit C. The quarterly reports shall be provided within ten days of the end of the applicable calendar quarter. A sample of the flight track and altitude information to be provided is attached hereto as Exhibit D.

- 11. FAA agrees to meet with John Wayne Airport representatives, the County and the City together on an as-needed basis, either in person or by phone to discuss results of the ongoing monitoring referenced in paragraph 10 above and to address any issues and concerns of the affected communities.
- 12. This Agreement shall remain in effect concerning each separate procedure until such time as the NEPA process is completed after the FAA proposes future modifications to the STAYY (if approved and implemented), PIGGN, HHERO or FINZZ flight path or new RNAV procedures at John Wayne Airport that require or result in preparation of an environmental assessment or environmental impact statement. If the Agreement were to terminate as to one or more revised or changed procedures, it will nevertheless remain in effect concerning the remaining unmodified procedures. Nothing in this Agreement shall prohibit the County or City from submitting comments or presenting testimony upon any future environmental documentation that may be prepared by the FAA or from challenging any action by the FAA that may be inconsistent with the terms of this Agreement. Nothing in this Agreement shall be construed as expanding the FAA's obligations or duties under NEPA.

Standard Agreement provisions to follow, including:

13. **Notices**. All notices required under this Agreement shall be in writing, and may be given either personally or by registered or certified mail (return receipt requested) or facsimile. Any Party may at any time, by giving ten days' written notice to the other Party, designate any other person or address in substitution of the address to which such notice shall be given. Such notice shall be given to the Parties at their addresses set forth below:

Parties to identify those to receive future notifications

City Attorney, City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660

City Manager, City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660

County Counsel Office of the County Counsel 333 W. Santa Ana Blvd., Suite 400 Santa Ana, CA 92701

Airport Director, John Wayne Airport County of Orange John Wayne Airport Eddie Martin Administration Building 3160 Airway Avenue Costa Mesa, CA 92626

Regional Administrator, Western-Pacific Region Federal Aviation Administration 15000 Aviation Blvd Lawndale, CA 90261

14. Enforcement. If one of the Parties alleges a breach of the terms or conditions of this Agreement, the Party alleging a breach must notify the other Parties in writing prior to filing any legal action regarding this Agreement. For purposes of this paragraph, the City and the County agree to send written notice to the FAA Office of Regional Counsel, Western Pacific Region. For purposes of this paragraph, the FAA agrees to send written notice to the Newport Beach City Attorney and the Office of County Counsel, County of Orange. Upon receipt of such written notice, the Parties shall confer and, as soon as possible, try to resolve the alleged breach. The Parties agree to attempt to resolve any such issues in good faith. Should those attempts be unsuccessful, the Parties agree to engage voluntarily in mediation overseen by the FAA's Office of Dispute Resolution for Acquisitions ("ODRA"). See 14 C.F.R. §17.3(q) (defining ODRA and its authority to provide dispute resolution services). The Parties understand that mediation may be terminated by any Party or the mediator at any time. If the Parties cannot settle the entirety of the dispute via mediation, all unsettled elements shall be resolved via the enforcement provision stated below.

The Parties reserve the right to judicially enforce any terms or provisions of this Agreement. An action to enforce this Agreement must be brought and pursued in Federal court and shall be governed by and construed in accordance with Federal law.

Nothing in this Agreement shall be construed to limit the rights of either the City of Newport Beach or Orange County to seek appropriate relief in federal court, including but not limited to injunctive relief, as a result of any future final agency action taken by the FAA.

- 15. **Own Costs**. Each Party shall bear its own costs, including any attorneys' fees, in connection with this Agreement and the litigation giving rise to this Agreement.
- 16. **Authority**. The representatives of each Party hereby certify that he or she is duly authorized to enter into the Agreement. The City and the County represent that each has the full authority to perform all of the acts and obligations it has agreed to perform under the terms of this Agreement.

The United States, acting though the Department of Justice and the FAA, represents that the FAA has the full authority to perform all of the acts and obligations it and the United States of America has agreed to perform under the terms of this Agreement. Nothing in this Agreement shall be construed to require any action in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

- 17. **Copies and Counterparts**. It is contemplated that this Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same document. Facsimiles, hard copies, and scanned electronic copies of signatures, including scanned electronic copies sent by email shall constitute acceptable, binding signatures for purposes of this Agreement.
- 18. **Defense of this Agreement**. The Parties agree to vigorously and actively defend this Agreement and all terms embodied herein as fair and reasonable and to vigorously and actively defend the same against any challenge by any individual or entity. The Parties further agree not to undermine directly or indirectly this Agreement or any terms set forth therein for so long as this Agreement remains in effect.
- 19. **Modification**. This Agreement may be supplemented or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all duly authorized representatives of each Party.
- 20. **Successors or Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, transferees, licensees, agents, heirs, and assigns.
- 21. **Precedent**. Nothing in this Agreement shall constitute an admission concerning any allegation, claim, or defense at issue in *City of Newport Beach. v. FAA*, No. 17-1008 (D.C. Cir.), *County of Orange v. FAA*, No. 17-1009 (D.C. Cir.), or related cases. This Agreement has no precedential effect as to any other dispute between the Parties or any dispute between either the City, the FAA, and any third party or the County, the FAA, and any third party. This Agreement is made in light of the unique circumstances of this case and the uncertainty of the specific matters resolved hereby. Nothing herein shall be construed to be an admission of liability or as an interpretation of the validity or terms or provisions of any other instruments or contracts.
- 22. **City Release**. Upon the entry of the Agreement, Petitioner City of Newport Beach and all its heirs, administrators, representatives, attorneys, successors, and assigns, hereby release, waive, acquit, and forever discharge the FAA and all its respective officers, employees, and agents from, and are hereby forever barred and precluded from prosecuting, any and all claims, causes of action, and/or requests for relief asserted in *City of Newport Beach v*. *FAA*, No. 17-1008 (D.C. Cir.), as well as any and all claims, causes of action, and/or requests for relief, whether or not made, against any Party that could have been raised in those matters, with the exception of proceedings to enforce this Agreement.
- 23. **County Release**. Upon the entry of the Agreement, Petitioner County of Orange and all its heirs, administrators, representatives, attorneys, successors, and assigns, hereby release, waive, acquit, and forever discharge the FAA and all its respective officers, employees, and agents from, and are hereby forever barred and precluded from prosecuting, any and all claims, causes of action, and/or requests for relief asserted as an intervenor in Case No. 17-1008 or as a Petitioner in *County of Orange v. FAA*, No. 17-1009 (D.C. Cir.), as well as any and all claims, causes of action, and/or requests for relief, whether or not made,

against any Party that could have been raised in those matters, with the exception of proceedings to enforce this Agreement.

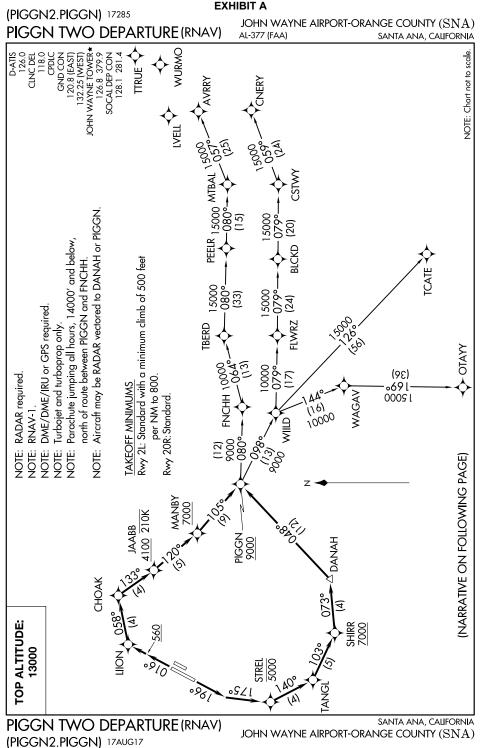
- 24. **No Third Party Rights.** This Agreement is not intended to create, and does not create, any third-party beneficiary rights, confer upon any non-party a right to enforce or sue for an alleged breach of the Agreement, or generate any other kind of right or privilege for any person, group, or entity other than the Parties.
- 25. Severable. If any provision of this Agreement is rendered or declared illegal for any reason, or shall be held invalid or unenforceable, the remainder of this Agreement shall not be effected thereby, but shall be enforced to the greatest extent permitted by applicable Federal law. The Parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid or unenforceable, and if reasonably practicable, to replace any provision which is determined to be illegal, invalid or unenforceable.
- 26. Effective Date. This Agreement shall become effective upon the date the last party executes this Agreement.

Date:, 2018	CITY MANAGER, CITY OF NEWPORT BEACH
ATTEST By: Leilani Brown City Clerk	By: Dave Kiff City Manager
Date:, 2018	CITY ATTORNEY, CITY OF NEWPORT BEACH By: $Accorden C - H - C$ Aaron Harp City Attorney
Date: 1/10, 2018	REMY MOOSE MANLEY, LLP By:
CHARLEN PORTOR	Page 8 of 9

Date: <u>, January 9</u> , 2018	COUNTY COUNSEL, COUNTY OF ORANGE
Date: JANUARY 9 2018	By: Jack W. Golden Jack W. Golden Senior Assistant County Counsel COUNTY OF ORANGE By: Frank Kim County Executive Officer
Date:, 2018	FEDERAL AVIATION ADMINISTRATION
Date: , 2018	By: Maurice Hoffman Acting Director, Airspace Services, AJV-1
Date:, 2018	UNITED STATES DEPARTMENT OF JUSTICE
	By: Lane McFadden Attorney, Env't & Nat. Res. Division

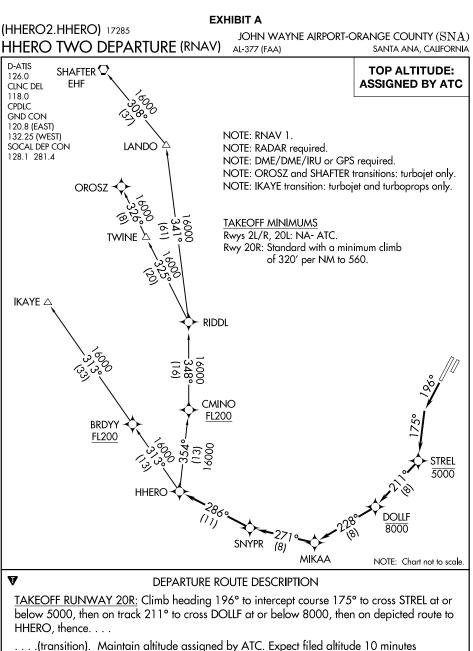
Date:	, 2018	COUNTY COUNSEL, COUNTY OF ORANGE
		By: Jack W. Golden Senior Assistant County Counsel
Date: _	, 2018	COUNTY OF ORANGE
		By: Frank Kim County Executive Officer
Date: _	JAN 17, 2018	FEDERAL AVIATION ADMINISTRATION
		By: <u>Maurice Hoffma</u> Maurice Hoffman Acting Director, Airspace Services, AJV-1
Date: _	, 2018	UNITED STATES DEPARTMENT OF JUSTICE
		By: Lane McFadden Attorney, Env't & Nat. Res. Division

Date:, 2018	COUNTY COUNSEL, COUNTY OF ORANGE
	By: Jack W. Golden Senior Assistant County Counsel
Date:, 2018	COUNTY OF ORANGE
	By: Frank Kim County Executive Officer
Date:, 2018	FEDERAL AVIATION ADMINISTRATION
Date: 1/19/2018, 2018	By: Maurice Hoffman Acting Director, Airspace Services, AJV-1 UNITED STATES DEPARTMENT OF JUSTICE By: Lane McFadden Attorney, Env't & Nat. Res. Division



SW-3, 09 NOV 2017 to 07 DEC 2017

SW-3, 09 NOV 2017 to 07 DEC 2017



, IKAYE TRANSITION (HHERO2.IKAYE)

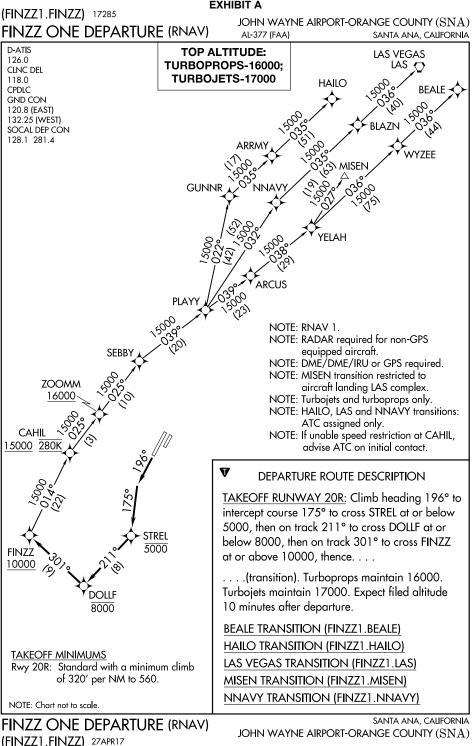
after departure.

SW-3, 09 NOV 2017 to 07 DEC 2017

OROSZ TRANSITION (HHERO2.OROSZ)

SHAFTER TRANSITION (HHERO2.EHF)

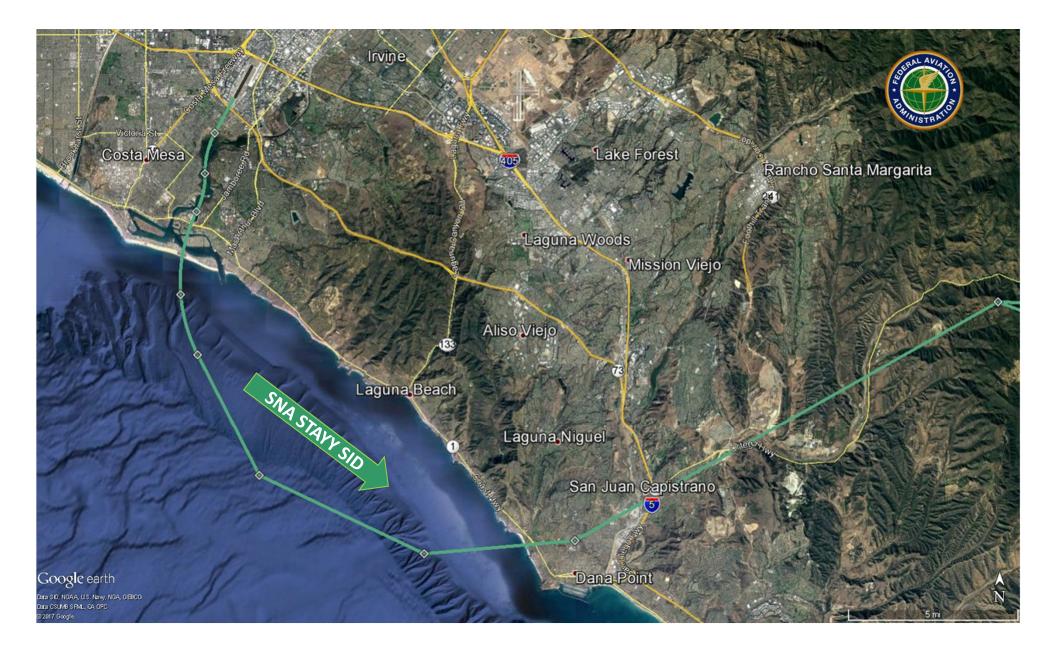
HHERO TWO DEPARTURE (RNAV) (HHERO2.HHERO) 120CT17

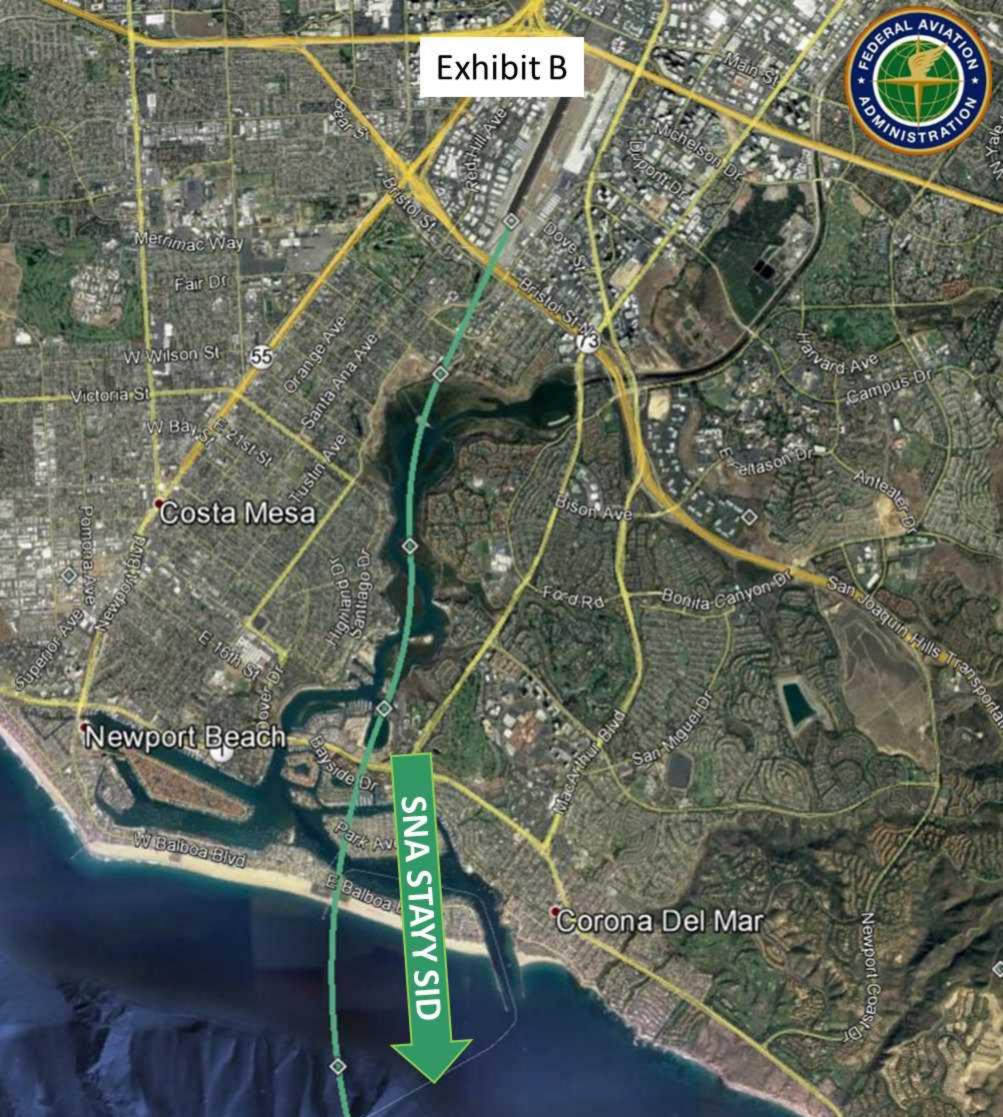


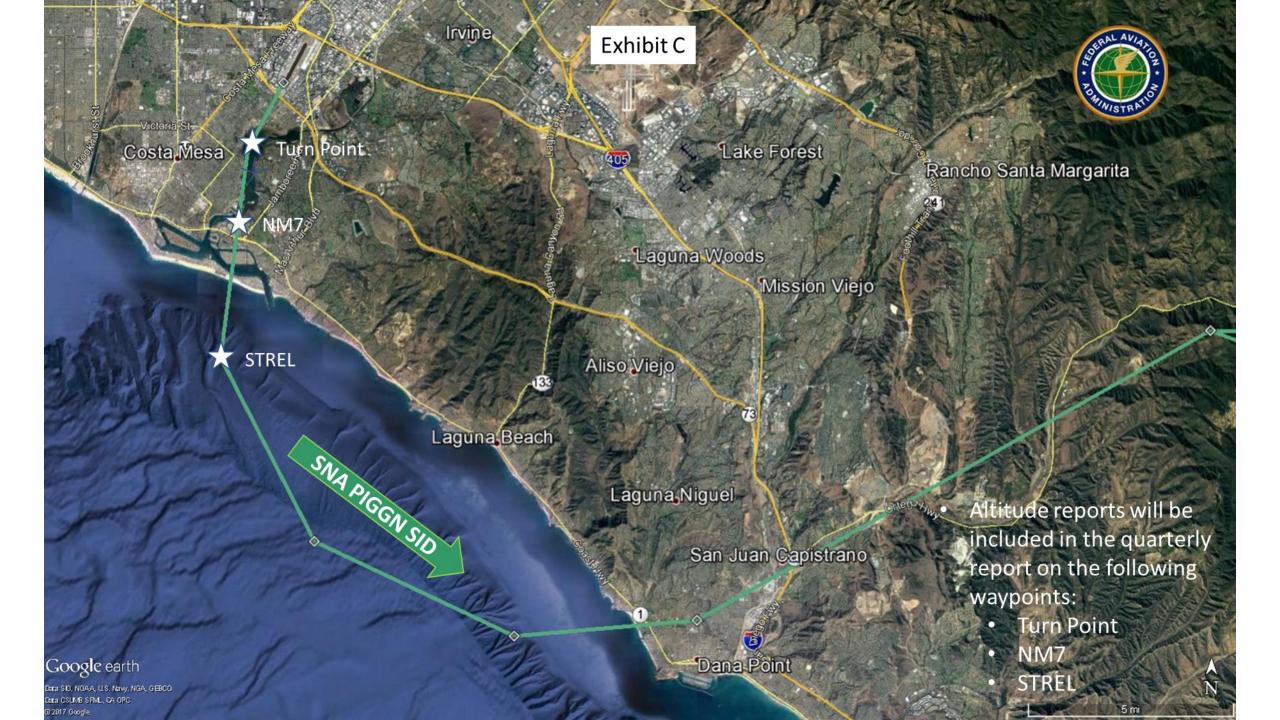
SW-3, 09 NOV 2017 to 07 DEC 2017

SW-3, 09 NOV 2017 to 07 DEC 2017

EXHIBIT B







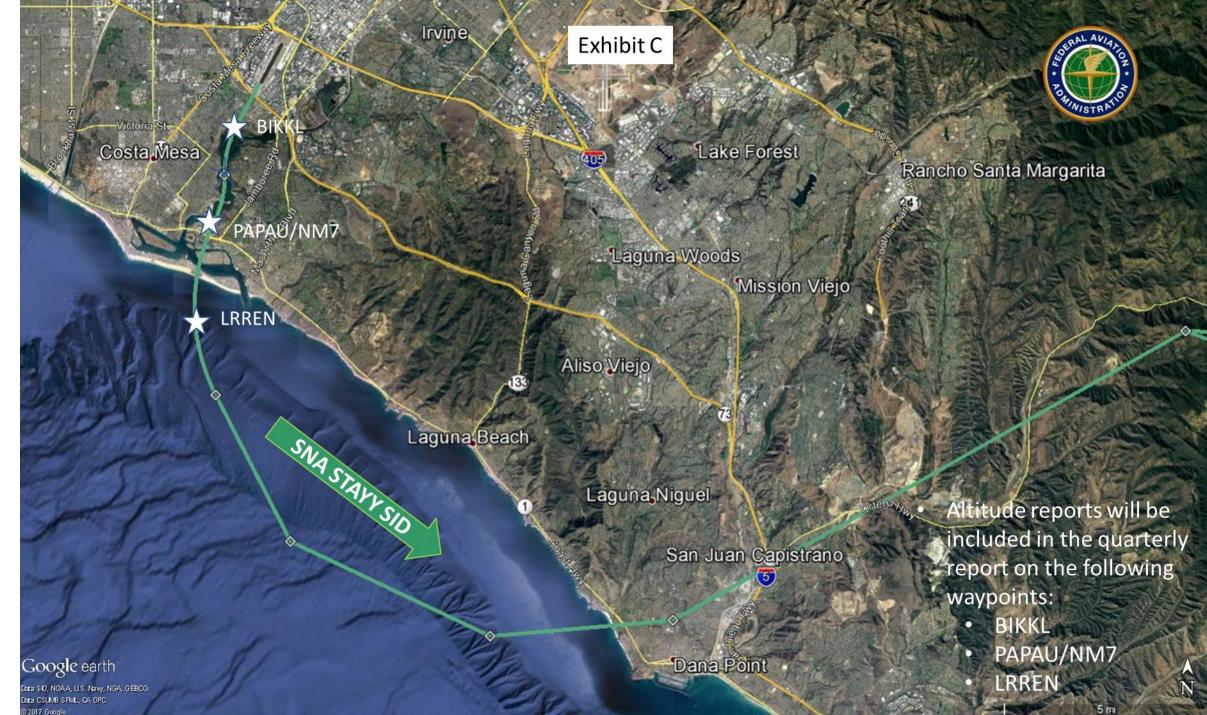


Exhibit C

BIKKL

Son Av

FaraRd

Merrimac Way

Fair Dr

W Wilson St 55

Victoria St

W Bay Stalls

Costa Mesa

man

PAPAU/NM7

Newport Beach

W Balboa Sive

LRREN -

ETA AN

STAYY SID

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Altitude reports will be included in the quarterly creport on the following waypoints: • BIKKL • PAPAU/NM7

Bonita Canyon Of

VISTRA

ard Ave

San

Gampus

LRREN

SNA HHERO SID RNAV Tracks







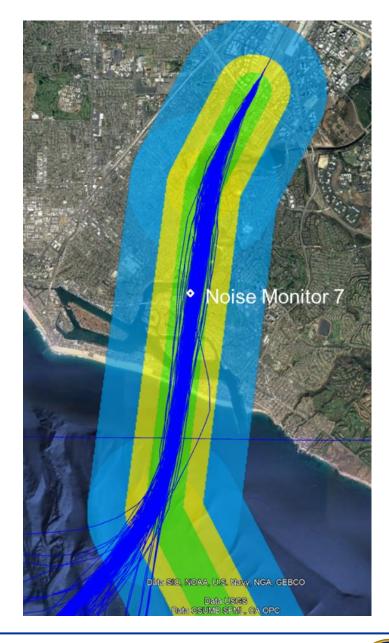
SNA PIGGN SID RNAV Tracks







SNA FINZZ SID RNAV Tracks



.25 NM .5 NM 1 NM



Federal Aviation Administration

oint			Average Altitude Minimum Altitude	1,609' 1,000'	Noise I	Nonitor 7		Average Altitude Minimum Altitude	2,405' 1,600'	STREL			Minimum Altitude	е
Lo		Aircraft Identificati	on Aircraft Type	Altitude	Local Date	Local Time	Aircraft Identificati	on Aircraft Type	Altitude	Local Date		Aircraft Identificat	ion Aircraft Type	Alti
/2017	07:01:24 07:02:08	SWA1768	A319 B737	2,152' 1,725'	10/09/201	07:02:44	SWA1768	A319 B737	2,987 2,504	10/09/2017	07:03:40	DAL860 SWA1768	A319 B737	4.
	07:02:56 07:03:42	UAL1611 SWA1435	B737 B737	1,567' 2,021'		07:03:25 07:04:16	UAL1611 SWA1435	B737 B737	2,256 2,678		07:04:05 07:05:08	UAL1611 SWA1435	B737 B737	3, 3,
	07:04:46 07:05:55	AAL1040 ASA519	B738 B738	1,793' 1,919'		07:05:15 07:06:24	AAL1040 ASA519	B738 B738	2,345		07:05:56 07:07:05	AAL1040 ASA519	B738 B738	3,
	07:07:41	SWA1836	B737	1,715'		07:08:17	SWA1836	B737	2,259		07:09:12	SWA1836	B737	3,
	07:09:01 07:10:08	UAL1535 AAL925	B738 B738	1,511' 1,700'		07:09:30 07:10:35	UAL1535 AAL925	B738 B738	2,045 2,169		07:10:10 07:11:13	UAL1535 AAL925	B738 B738	3,
	07:11:29 07:13:00	SWA1693 UAL462	B737 B738	1,542' 1,595'		07:12:04 07:13:29	SWA1693 UAL462	B737 B738	2,319 2,164		07:13:00 07:14:12	SWA1693 UAL462	B737 B738	3,
	07:13:58 07:18:26	DAL1678 AAL2609	B712 B738	1,856' 1,730'		07:14:33 07:18:54	DAL1678 AAL2609	B712 B738	2,545 2,192		07:15:30	DAL1678 AAL2609	B712 B738	3,
	07:19:18	SWA1448	B737	1,847'		07:19:53	SWA1448	B737	2,477		07:19:35 07:20:47	SWA1448	B737	3,
	07:30:34 07:38:22	CPZ5830 SWA1775	E75S B737	1,670' 1,619'		07:31:09 07:38:58	CPZ5830 SWA1775	E75S B737	2,460 2,423		07:32:08 07:39:57	CPZ5830 SWA1775	E75S B737	3,
	07:52:36 08:01:19	SWA210 SWA1098	B737 B737	1,550'		07:53:11 08:01:54	SWA210 SWA1098	B737 B737	2,214 2,164		07:39:57 07:54:09 08:02:52	SWA210 SWA1098	B737 B737	3.
	10:57:07	DAL810	B712	1,660'		10:57:41	DAL810	B712	2,400		10:58:37	DAL810	B712	3.
	11:00:40 11:06:44	SWA1616 SWA947	B737 B737	1,667' 1,600'		11:01:17 11:07:18	SWA1616 SWA947	B737 B737	2,466 2,400		11:02:08 11:08:14	SWA1616 SWA947	B737 B737	3
	11:10:55 11:12:58	N550WW UAL1616	GLF5 B738	2,737'		11:11:18 11:13:21	N550WW UAL1616	GLF5 B738	4,366 2.099		11:12:06 11:14:01	N550WW UAL1616	GLF5 B738	6
	11:16:29 11:18:04	UAL1923 AAL2506	B737 B738	1,458'		11:16:55 11:18:32	UAL1923 AAL2506	B737 B738	2,017		11:17:34 11:19:10	UAL1923 AAL2506	B737 B738	3
	11:19:50	UAL1402	A320	1,300'		11:20:17	UAL1402	A320	1,600		11:20:59	UAL1402	A320	3
	11:21:14 11:23:04	SWA4720 MMNBB	B737 FA7X	1,528' 2,493'		11:21:46 11:23:32	SWA4720 MMNBB	B737 FA7X	2,329 3,280		11:22:41 11:24:14	SW A4720 MMNBB	B737 FA7X	3
	11:24:50 11:32:18	SWA1770 ASA521	B737 B738	1,622' 1,524'		11:25:26 11:32:44	SWA1770 ASA521	B737 B738	2,309 1,891		11:26:20 11:33:22	SWA1770 ASA521	B737 B738	3
	11:35:12	EJA363	E55P	2,343'		11:35:38	EJA363	E55P	3,468		11:36:16	EJA363	E55P	- 4
	11:36:45 11:40:00	DAL2442 UAL1240	B737 B738	1,413' 1,540'		11:37:18 11:40:29	DAL2442 UAL1240	B737 B738	2,132 2,072		11:38:14 11:41:12	DAL2442 UAL1240	B737 B738	3
	11:51:18 11:53:38	SKW3373 FFT262	E75L A320	1,549' 1,586'		11:51:57 11:54:07	SKW3373 FFT262	E75L A320	2,200 1,928		11:52:56 11:54:49	SKW3373 FFT262	E75L A320	3 3
	12:04:04	AAL2389	B738	1,520'		12:04:29	AAL2389	B738	2,004		12:05:08	AAL2389	B738	1
	12:10:09 12:11:51	N789QS SW A6057	CL35 B737	1,587' 1,589'		12:10:33 12:12:25	N789QS SW A6057	CL35 B737	2,681 2,350		12:11:12 12:13:19	N789QS SW A6057	CL35 B737	4
	12:28:36 12:34:14	AAL2642 SWA630	B738 B737	1,629'		12:29:03 12:34:47	AAL2642 SW A630	B738 B737	2,156		12:29:41 12:35:43	AAL2642 SW A630	B738 B737	
	12:39:25	SW A4885	B737	1,600'		12:39:59	SWA4885	B737	2,303		12:40:54	SW A4885	B737	
	12:42:40	SKW 4897 SW A4205	E75L B737	1,511'		12:43:20 12:47:57	SKW 4897 SW A4205	E75L B737	2,182 2.251		12:44:21 12:48:52	SKW 4897 SW A4205	E75L B737	
	13:06:24	SW A4935	B737	1,471'		13:06:58	SW A4935	B737	2,139		13:07:53	SW A4935 AAL1248	B737 B738	
	13:10:14 13:24:26	AAL1248 SWA1799	B738 B737	1,643' 1,678'		13:10:42 13:25:00	AAL1248 SWA1799	B738 B737	2,366		13:11:18 13:25:57	SWA1799	B737	
	13:27:33 13:29:55	N717NB N422TG	C560 C510	2,206'		13:27:57 13:30:24	N717NB N422TG	C560 C510	3,221 2,505		13:28:42 13:31:19	N717NB N422TG	C560 C510	
	13:36:11 13:37:06	N280LT DAL1653	GALX B712	1,400'		13:36:33 13:37:38	N280LT DAL1653	GALX B712	2,392 2,267		13:37:10 13:38:35	N280LT DAL1653	GALX B712	
	13:45:18	N40KJ	GLF4	1,414		13:45:41	N40KJ	GLF4	2,069		13:46:27	N40KJ	GLF4	
	13:47:59 13:50:40	AAL1278 UAL2426	B738 B738	1,392' 1,211'		13:48:26 13:51:05	AAL1278 UAL2426	B738 B738	1,837 1,688		13:49:06 13:51:44	AAL1278 UAL2426	B738 B738	
	13:53:54 14:03:45	N537RB CPZ5766	PRM1 E75S	1,646' 1,400'		13:54:20 14:04:22	N537RB CPZ5766	PRM1 E75S	2,420 2,241		13:54:59 14:05:21	N537RB CPZ5766	PRM1 E75S	
	14:04:48	SW A6572	B737	1,337'		14:05:21	SW A6572	B737	2,167		14:06:16	SW A6572	B737	
	14:10:34 14:14:51	UAL1712 N437MC	B737 CL60	1,388' 1,600'		14:11:00 14:15:14	UAL1712 N437MC	B737 CL60	2,040 2,538		14:11:42 14:16:02	UAL1712 N437MC	B737 CL60	
	14:19:15 14:22:03	ASA513 UAL2096	B738 B737	1,647' 1,339'		14:19:42 14:22:27	ASA513 UAL2096	B738 B737	2,213 1,912		14:20:22 14:23:05	ASA513 UAL2096	B738 B737	
	14:23:28	DAL1757	B752	1,614'		14:24:02	DAL1757	B752	2,542		14:24:58	DAL1757	B752	
	14:25:01 14:26:23	QXE2798 N15PG	E75L C525	1,400' 3,011'		14:25:35 14:26:55	QXE2798 N15PG	E75L C525	1,932 5,358		14:26:19 14:27:37	QXE2798 N15PG	E75L C525	
	14:28:30 14:31:38	SW A4762 DAL1377	B737 A319	1,348' 1,699'		14:29:03 14:32:13	SW A4762 DAL1377	B737 A319	2,132 2.855		14:30:01 14:33:09	SW A4762 DAL1377	B737 A319	
	14:33:32	N70VM UAL1638	C25B	2,515'		14:34:00 14:37:22	N70VM	C25B	4,612		14:38:02	UAL1638 SWA4231	B738	
	14:36:56 14:38:12	SWA4231	B738 B737	1,510' 1,440'		14:38:40	UAL1638 SWA4231	B738 B737	1,800 2,289		14:39:39 14:40:31	N577JM	B737 E55P	
	14:39:22 14:43:31	N577JM SWA247	E55P B737	1,499' 1,527'		14:39:48 14:44:08	N577JM SWA247	E55P B737	2,936		14:45:07 14:50:20	SW A247 WJA1755	B737 B737	
	14:49:08 14:54:00	WJA1755 SWA949	B737 B737	1,441' 1,400'		14:49:36 14:54:34	WJA1755 SWA949	B737 B737	2,375 2,112		14:55:31 15:00:22	SW A949 KAI45	B737 GLF4	
	14:59:19	KAI45	GLF4	2,076'		14:59:45	KAI45	GLF4	2,885		15:04:14	SWA1517	B737	
	15:02:40 15:04:29	SWA1517 SWA665	B737 B737	1,435'		15:03:16 15:05:04	SWA1517 SWA665	B737 B737	2,314 2,153		15:06:01 15:12:47	SW A665 AAL 1599	B737 B738	
	15:11:35 15:15:44	AAL1599 SWA5041	B738 B737	1,592' 1,500'		15:12:03 15:16:17	AAL1599 SWA5041	B738 B737	2,139 2,254		15:17:15 15:23:28	SW A5041 AAL1163	B737 B738	
	15:22:19	AAL1163	B738	1,498'		15:22:47	AAL1163	B738	2,000		15:27:41	UAL849	B738	
	15:26:30 15:40:33	UAL849 RDN404	B738 CL60	1,343' 1,804'		15:26:58 15:40:56	UAL849 RDN404	B738 CL60	1,800 2,717		15:41:40 15:47:18	RDN404 EJA265	CL60 F2TH	
	15:46:01 15:49:00	EJA265 ASA507	F2TH B737	1,424' 1,721'		15:46:28 15:49:24	EJA265 ASA507	F2TH B737	2,459		15:50:03 16:02:12	ASA507	B737 B738	
	16:01:00	UAL809	B738	1,461'		16:01:29	UAL809	B738	2,080		16:03:51	SWA4261	B737	
	16:02:20 16:21:31	SW A4261 AF2	B737 B752	1,400' 1,700'		16:02:54 16:21:58	SW A4261 AF2	B737 B752	2,200 2,180		16:22:39 16:30:24	AF2 SW A4443	B752 B737	
	16:28:50 16:30:25	SW A4443 AS A525	B737 B738	1,383' 1,486'		16:29:27 16:30:51	SW A4443 ASA525	B737 B738	2,456 1,946		16:31:34 16:34:31	ASA525 LXJ580	B738 CL30	
	16:33:06	LXJ580	CL30	1,559'		16:33:36	LXJ580	CL30	2,367		16:35:36	AAL2548	B738	
	16:34:25 16:38:21	AAL2548 SKW4930	B738 E75L	1,361' 1,435'		16:34:54 16:38:59	AAL2548 SKW 4930	B738 E75L	1,857 2,200		16:40:03 16:41:24	SKW 4930 SW A363	E75L B737	
	16:39:52	SW A363 SW A4232	B737 B737	1.373'		16:40:26 16:41:50	SW A363 SW A4232	B737 B737	2,315 2,338		16:42:50 16:47:50	SW A4232 SKW 3375	B737 E75L	
	16:46:06	SKW3375	E75L	1,292'		16:46:41	SKW3375	E75L	2,031		16:51:27	SW A4227	B737	
	16:49:55 16:51:40	SWA4227 N511TP	B737 C510	1,568' 1,689'		16:50:30 16:52:12	SW A4227 N511TP	B737 C510	2,388 3,163		16:58:03 17:01:41	AAL1119 CPZ5799	B738 E75S	
	16:57:00 17:00:01	AAL1119 CPZ5799	B738 E75S	1,510' 1,353'		16:57:25 17:00:36	AAL1119 CPZ5799	B738 E75S	2,030 2,551		17:04:57 17:09:12	UAL1653 UAL538	B737 B738	
	17:03:51 17:08:06	UAL1653 UAL538	B737 B738	1,276'		17:04:15 17:08:31	UAL1653 UAL538	B737 B738	2,361		17:21:10 17:31:23	SKW3411 DCM7286	E75L C56X	
	17:19:27	SKW3411	E75L	1,455'		17:20:03	SKW3411	E75L	2,305		17:33:33	DAL668	B712	
	17:30:07 17:31:59	DCM7286 DAL668	C56X B712	1,570' 1,553'		17:30:35 17:32:31	DCM7286 DAL668	C56X B712	2,430 2,276		17:34:54 17:38:42	ASA231 SWA6511	B738 B737	
	17:33:49 17:36:59	ASA231 SWA6511	B738 B737	1,416' 1,534'		17:34:16 17:37:37	ASA231 SWA6511	B738 B737	1,897 2,442		17:40:20 17:43:45	AAL2572 SW A6083	B738 B737	
	17:39:12	AAL2572 SWA6083	B738	1,356'		17:39:38 17:42:45	AAL2572 SW A6083	B738	1,928		17:53:33	EJA782 LIAI 529	CL35 B738	
	17:42:09 17:52:25	EJA782	B737 CL35	1,524' 1,000'		17:52:50	EJA782	B737 CL35	2,069		18:07:55 18:13:30	UAL440	B738	
	18:06:44	UAL529 UAL440	B738 B738	1,200'		18:07:11 18:12:49	UAL529 UAL440	B738 B738	2,122		18:17:02 18:56:05	SWA1846 SWA951	B737 B737	
	18:15:26	SWA1846	B737	1,321'		18:16:03	SWA1846	B737	2,222		19:02:23	DAL2365	B712	
	18:54:31 19:00:48	SWA951 DAL2365	B737 B712	1,540' 1,526'		18:55:07 19:01:22	SW A951 DAL2365	B737 B712	2,517 2,407		19:04:31 19:14:07	SW A4047 CPZ5794	B737 E75S	
	19:02:57 19:12:28	SWA4047 CPZ5794	B737 E75S	1,642' 1,505'		19:03:34 19:13:04	SW A4047 CPZ5794	B737 E75S	2,615 2,620		19:15:45 19:21:19	ASA565 FDX2369	B738 A306	
	19:14:41 19:19:45	ASA565 FDX2369	B738 A306	1,885'		19:15:06 19:20:21	ASA565 FDX2369	B738 A306	2,549 3.014		19:24:30 19:27:16	N669HP SWA1798	F2TH B737	
	19:23:17	N669HP	F2TH	1,522'		19:23:42	N669HP	F2TH	3,016		19:28:39	EJA741	CL35	
	19:25:41 19:27:35	SWA1798 EJA741	B737 CL35	1,828' 1,795'		19:26:18 19:27:59	SWA1798 EJA741	B737 CL35	2,806 2,732		19:31:22 19:37:24	UPS913 SW A856	B752 B737	
	19:30:07 19:35:51	UPS913 SWA856	B752 B737	1,868'		19:30:39 19:36:27	UPS913 SW A856	B752 B737	2,291 2,481		19:38:54 19:44:21	AAL2399 SW A4733	B738 B737	
	19:37:48	AAL2399	B738	1,672'		19:38:15	AAL2399	B738	2,163		19:46:57	ASA505	B738	
	19:42:46 19:45:50	SW A4733 ASA505	B737 B738	1,629' 1,500'		19:43:23 19:46:17	SW A4733 ASA505	B737 B738	2,632 2,024		20:09:21 20:10:58	SW A4990 SKW 4931	B737 E75L	
	20:07:42	SWA4990 SKW4931	B737 E75L	1,589'		20:08:18 20:10:01	SW A4990 SKW 4931	B737 E75L	2,467		20:14:07 20:15:41	SKW5873 SWA4388	E75L B737	
	20:12:24	SKW5873	E75L	1,678'		20:13:06	SKW5873	E75L	2,416		20:17:07	SW A6085	B737	
	20:14:05 20:15:36	SW A4388 SW A6085	B737 B737	1,788' 1,916'		20:14:43 20:16:12	SW A4388 SW A6085	B737 B737	2,715 2,785		20:40:58 21:01:06	RDN375 UAL1658	CL60 B737	
	20:39:56	RDN375 UAL1658	CL60 B737	1,907'		20:40:23 21:00:22	RDN375 UAL1658	CL60 B737	3,075		21:02:58 21:04:29	SKW3377 SKW3413	E75L E75L	
	21:01:15	SKW3377	E75L	1,646'		21:01:56	SKW3377	E75L	2,554		21:07:26	SWA4641	B737	
	21:02:45 21:05:52	SKW3413 SWA4641	E75L B737	1,704' 1,669'		21:03:30 21:06:28	SKW3413 SWA4641	E75L B737	2,701 2,629		21:09:25 21:10:37	SW A5665 SW A4450	B737 B737	-
	21:07:44	SW A5665	B737	2,022'		21:08:26	SW A5665	B737	2,796		21:39:19	FFT266 SWA4895	A320	
	21:08:58 21:38:05	SWA4450 FFT266	B737 A320	1,669' 1,935'		21:09:37 21:38:36 21:40:13	SWA4450 FFT266 SWA4895	B737 A320	2,646 2,518		21:41:13	344 44095	B737	4

Exhibit D Example Altitude Reporting