



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Office of Airport Compliance  
and Management Analysis

800 Independence Ave., SW.  
Washington, DC 20591

August 13, 2018

Christopher Harshman  
Law Offices of David M. Shaby II & Associates  
11949 Jefferson Boulevard, Suite 104  
Culver City, CA 90230

Warren R. Wellen  
Principal Deputy County Counsel  
Office of County Counsel  
County of Los Angeles  
50 West Temple Street  
Los Angeles, CA 90012

W. Eric Pilsk  
Catherine van Heuven  
Kaplan Kirsch & Rockwell LLP  
1001 Connecticut Ave., NW, Suite 800  
Washington, DC 20036

Dear Messrs. Harshman, Wellen, Pilsk, and Ms. van Heuven:

Re: Port Hangars Association, Inc., and Winn Williams v. County of Los Angeles, California, FAA Docket No. 16-17-14

Enclosed is a copy of the Order of the Director issued in the above-referenced matter.

The complaint is dismissed, and the reason for dismissal are set forth in the enclosed Order. This Order is an initial agency determination and does not constitute a final decision, and this Order is subject to judicial review. 14 CFR § 16.247(b)(2). A party adversely affected by the Director's Order may appeal the initial determination to the FAA Associate Administrator for Airports under 14 CFR § 16.33(c) within 30 days after the service of the Director's Order.

Sincerely,

Kevin C. Willis  
Director, Office of Airport Compliance  
and Management Analysis

Enclosure

cc: Part 16 Proceedings Docket  
Western-Pacific Region Airport Division, AWP-600  
Cathryn Cason, ACO-100, Compliance Specialist

UNITED STATES DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
WASHINGTON, DC

---

Port Hangars Association, Inc., and Winn Williams,

Complainants,

v.

FAA Docket 16-17-14

County of Los Angeles, California,

Respondent.

---

ORDER OF THE DIRECTOR

**I. INTRODUCTION**

This matter is before the Federal Aviation Administration (FAA) on the formal complaint filed by Port Hangars Association, Inc., *et. al.* against the County of Los Angeles in accordance with the FAA Rules of Practice for Federally Assisted Airport Enforcement Proceedings (FAA Rules of Practice), 14 CFR part 16.

Port Hangars Association, Inc. and Winn Williams (collectively, Complainants or Port Hangars) filed a formal Complaint under part 16 against the County of Los Angeles (Respondent or County), which owns Brackett Field (Airport or POC) located in La Verne, Los Angeles County, California.

Port Hangars alleges the County violated Grant Assurance 22, *Economic Nondiscrimination*, and Grant Assurance 23, *Exclusive Rights*. Port Hangars contends the County's refusal to negotiate in good faith (or at all) for a lease and its intention to remove Port Hangar's hangars constitutes a denial of access in violation of the County's federal obligations. Port Hangars specifically alleges the County's refusal to afford access to the Airport on reasonable lease terms or to negotiate those terms in good faith is unjust discrimination. (FAA Exhibit 1, p. 1).

Port Hangars also filed a Motion for a Cease and Desist Order seeking to direct the County to cease and desist from taking any action to evict, or otherwise interfere with the tenancy during the Part 16 process (FAA Exhibit 1, pp. 1-2).

In response to the Complaint, the County filed a Motion to Dismiss and a Motion for Summary Judgment in lieu of an Answer, asking the Director to dismiss the entire Complaint (FAA Exhibit 4). The County argues Port Hangars' lease expired on August 30, 2017, and that its portable hangars did not meet square footage requirements in the Minimum Standards, which have minimum size requirements for both commercial and non-commercial hangars. The County further contends that several Port Hangars' hangars were being used for non-aeronautical activities. The County argues that the lease gives the airport sponsor the right to require Port Hangars to remove the hangars within sixty days of the end of the lease term (FAA Exhibit 4, pp. 2-5).

Port Hangars filed an Answer in Opposition to the Motion to Dismiss, or in the Alternative, for Summary Judgment, on February 20, 2018 (FAA Exhibit 14). Port Hangars contends that the County is only contemplating a policy to eliminate portable hangars and did not provide supporting evidence with its original Part 16 documents (FAA Exhibit 14), pp. 1-2). However, Port Hangars provided audio recordings and minutes in a motion to submit new evidence on May 21, 2018 (FAA Exhibits 20 and 22). Port Hangars also argues that the County's removal of its hangars for the future need of the collegiate aviation program constitutes land banking and the County continues to make available County portable hangars to other users, which is inconsistent with the Minimum Standards (FAA Exhibit 14, pp. 2-4).

The County submitted a Motion in Opposition to Complainants Request for the FAA to Consider Its Answer in Opposition to the County's Motion to Dismiss or, in the alternative, for Summary Judgment (FAA Exhibit 15). The County opposes the Motion because of the lengthy delay in making the request for four full months and the need to resolve this matter promptly (FAA Exhibit 15, pp. 1-3).

As set forth more fully in the following discussion based on the undisputed evidence provided by the parties, the Director finds that the County's Motion for Summary Judgment should be GRANTED, and the Complaint should be DISMISSED.

## **II. PARTIES**

### **A. The Airport**

POC is owned by the County of Los Angeles, California. It is a general aviation facility and consists of approximately 220 acres. The sponsor contracts out the Airport's management to American Airports Corporation, a private management company (FAA Exhibit 4, pp. 2-3). The airport has 226 based aircraft and conducts 115,608 operations in the year ending December 31, 2014 (FAA Exhibit 8).



As a condition of receiving Federal funding, the County must comply with the FAA sponsor grant assurances and related Federal law. The planning and development of POC has been financed, in part, with funds provided by the FAA under the Airport Improvement Program (AIP), authorized by the Airport and Airway Improvement Act of 1982, as amended, 49 U.S.C. 47107, *et seq.* Since 1982, the County of Los Angeles has accepted \$9,719,482 in AIP grants for POC (FAA Exhibit 9).

## **B. Complainants**

Port Hangars Association is a private not for profit California corporation, formed in 1995 (FAA Exhibit 4, p.3). Port Hangars provide subleases for portable hangars for its members at POC. Port Hangars has 27 subtenant hangars owned by the subtenants (FAA Exhibit 1, pp. 2-3). Mr. Winn Williams is the President of Port Hangars (FAA Exhibit 1, p. 3). He also is a subtenant and owns three hangars, one of which is used to store his aircraft (FAA Exhibit 1, p. 3).

## **III. PROCEDURAL HISTORY AND BACKGROUND**

### **A. Procedural History**

On August 18, 2017, Port Hangars Association and Mr. Williams filed Part 16-17-14 against the County of Los Angeles, California (FAA Exhibit 1).

On August 18, 2017, Port Hangars filed a Motion for a Cease and Desist Order with the FAA Director, directing the County to cease and desist from taking any action to evict, or otherwise interfere with the tenancy during the Part 16 process (FAA Exhibit 2).

On September 20, 2017, FAA docketed the Part 16 Complaint as Docket No. 16-17-14 (FAA Exhibit 3).

On October 2, 2017, the Sponsor filed a Motion for Extension of Time to Respond to Complainants' Motion for Cease and Desist Order (FAA Exhibit 6).

On October 5, 2017, FAA granted Sponsor's request for time to County Respond to Complainants' Motion for Cease and Desist Order until October 11, 2017 (FAA Exhibit 7).

On October 5, 2017, the Sponsor filed an Opposition to Complainants' Motion for Cease and Desist Order (FAA Exhibit 5).

On October 16, 2017, the Sponsor filed a Motion to Dismiss or, in the Alternative, for Summary Judgment (FAA Exhibit 4).

On November 24, 2017, the FAA issued an extension of time to review the Respondent's Motion to Dismiss, or in the Alternative, for Summary Judgment until January 10, 2018 (FAA Exhibit 10).

On January 9, 2018, the FAA issued an extension of time to review the Respondent's Motion to Dismiss, or in the Alternative, for Summary Judgment until February 23, 2018 (FAA Exhibit 11).

On February 20, 2018, Port Hangars filed a Request to Consider its Answer in Opposition to County of Los Angeles' Motion to Dismiss or, in the Alternative, for Summary Judgment (FAA Exhibit 12).

On February 20, 2018, Port Hangars filed an email, dated October 20, 2017, to show Complainants' Answer to the Respondent's Motion to Dismiss or, in the Alternative, for Summary Judgment, was sent to the FAA public docket (FAA Exhibit 13).

On February 20, 2018, Port Hangars filed an Answer in Opposition to County of Los Angeles' Motion to Dismiss or, in the Alternative, for Summary Judgment dated October 20, 2017 (FAA Exhibit 14).

On February 21, 2018, County of Los Angeles filed a Motion in Opposition to Complainants' Request for the FAA to Consider Answer in Opposition to the County's Motion to Dismiss or, in the Alternative, for Summary Judgment (FAA Exhibit 15).

On March 9, 2018, the FAA issued an extension of time to review the Respondent's Motion to Dismiss, or in the alternative, for Summary Judgment until March 30, 2018 (FAA Exhibit 16).

On April 10, 2018, the FAA issued an extension of time to review the various Motions until April 30, 2018 (Exhibit 17).

On May 1, 2018, Port Hangars filed a Motion for Leave to Submit New Evidence (Exhibit 18).

On May 7, 2018, the FAA issued an extension of time to receive Port Hangars New Evidence until June 1, 2018 (Exhibit 19).

On May 7, 2018, Port Hangars filed an unsigned Supplemental Declaration dated May 7, 2018. (Exhibit 20).

On May 10, 2018, County of Los Angeles filed an Opposition to Complainants' Motion for Leave to Submit New Evidence (Exhibit 21).

On May 21, 2018, Port Hangars filed a disc of audio recording of Los Angeles County Aviation Commission's April 25, 2018 meeting (Exhibit 22).



On May 31, 2018, the FAA issued an extension of time to review the various Motions until July 13, 2018 (Exhibit 23).

## **B. Background**

On August 31, 1997, Port Hangars Association leased one acre of land at POC for the purpose of providing T-hangars to its members for private use (FAA Exhibit 1, p. 3, and FAA Exhibit 4, p.1). The lease was for 15 years with an option for one 5-year extension (FAA Exhibit 1, p. 3, and FAA Exhibit 4, p. 1). Port Hangars or its members constructed 27 portable T-hangars (FAA Exhibit 4, p. 1).

In 2012, Port Hangars exercised the single lease option of 5 years and extended the lease to an expiration date of August 30, 2017 (FAA Exhibit 1, p. 3).

On October 30, 2012, the Sponsor approved its current set of Minimum Standards (FAA Exhibit 4, pp. 5-6). The Minimum Standards provide the minimum size requirements for both commercial and non-commercial hangar facilities are 1250 square feet (FAA Exhibit 4, pp. 5-6).

On December 7, 2016, Mr. Smith sent Port Hangars a written Notice of Intent Not to Renew Lease stating the Lease "will expire on August 31, 2017, and will not be considered for renewal." The stated reason was that the Airport "has excess hangar capacity, and temporary portable units are no longer required to meet demand." The Notice continued: "Upon expiration of the lease, the portable hangars must be empty of all aircraft and other personal property. Access to the leasehold beyond expiration will be granted for removal of the buildings only" (FAA Exhibit 1, p. 4 and FAA Exhibit 1, Exhibit 5, p. 2).

In January 2017, a Port Hangars' tenant, Terry Windust, wrote to the FAA Western-Pacific Region Airport Division (ADO) alleging that the County was improperly refusing to renew its lease (FAA Exhibit 5, Exhibit 3, and FAA Exhibit 5, Exhibit 4). The ADO reviewed it under 14 CFR Part 13 Informal Investigation, and requested information from the County. The County provided an answer on February 9, 2017 (FAA Exhibit 5, Exhibit 3). The ADO emailed its findings to Port Hangars and made preliminary findings that the County was in compliance with its grant assurances (FAA Exhibit 5, Exhibit 4).

During March 6-8, 2017, Airport staff inspected Port Hangars' portable hangars and found fifteen hangars were being used for aircraft storage and nine hangars were used for non-aeronautical storage. Three hangars remain uninspected despite the County's repeated attempts to inspect them (FAA Exhibit 4, p. 4).

The Lease expired on August 30, 2017. The Lease terms gives Port Hangars 60 days after the lease expires to remove its hangars and equipment. The County agreed to allow an additional 30 days to November 30, 2017 (FAA Exhibit 4, p. 7). On November 30, 2017, Port Hangars was required to finish removing its hangars (FAA Exhibit 4, p. 7).

#### **IV. STANDARD OF REVIEW FOR MOTION TO DISMISS AND MOTION FOR SUMMARY DISMISSAL**

Under 14 CFR § 16.23, a person directly and substantially affected by any alleged compliance may file a complaint with the FAA. The burden of proof is on the complainant to show noncompliance with a statute, regulation, order, agreement, or document of conveyance (14 CFR § 16.23(k)(1)). The proponent of a motion (including a motion to dismiss, or for summary judgment), request, or order has the burden of proof (14 CFR § 16.23(k)(2)).

Under 14 CFR § 16.26(a), a respondent may file, in lieu of an answer to a complaint, a motion to dismiss the complaint or a motion for summary judgment on the complaint.

A motion to dismiss a complaint must state the reasons for seeking dismissal of either the entire complaint or of specified claims in the complaint. To prevail, the respondent must show either (1) the complaint, on its face, is outside the FAA's jurisdiction; (2) the complaint, on its face, does not state a claim that warrants an investigation or further FAA action; or (3) the complainant lacks standing, under §§ 16.3 and 16.23, to file a complaint. The respondent is expected to file a supporting memorandum of points and authorities. § 16.26(b)(1), (2).

A motion for summary judgment may seek dismissal of the entire complaint or of specified claims and issue. To prevail, the respondent must show there is no genuine issue of material fact for Part 16 adjudication and that the complaint, when viewed in the light most favorable to the complainant, should be summarily adjudicated in respondent's favor as a matter of law. The respondent is expected to file a statement of the material facts as to which respondent contends there is no genuine issue of material fact, and may include affidavits and documentary evidence. § 16.26(c)(1), (2).

#### **V. ANALYSIS AND DISCUSSION**

Port Hangars alleges that the County violated Grant Assurance 22, *Economic Nondiscrimination*, by refusing to negotiate a new lease because of the alleged excess capacity of hangars (FAA Exhibit 1, pp. 5-8). Port Hangars states "excess capacity" is not valid grounds under the grant assurances (FAA Exhibit 1, pp. 5-8). Port Hangars further argues the County violated Grant Assurance 23, *Exclusive Rights*, by refusing to lease it space while the County is allowing another tenant, Brackett Hangar, LLC, to remain (FAA Exhibit 1, pp. 7-8). Port Hangars also alleges the County refused to negotiate a lease in good faith. (FAA Exhibit 1, pp. 8-10).



The County denied Port Hangars' claims. The County argues that it decided not to renew the Lease for four reasons including:

1. Port Hangars' individual hangars did not meet the County's Minimum Standards at POC.
2. There is no need for private hangar space because of excess public-use hangar space available on the Airport.
3. Many of Port Hangars' hangars were being used for non-aeronautical purposes and the County did not want to use Airport ramp space for non-aeronautical uses.
4. The County can make the ramp space currently occupied by Port Hangars available to aeronautical tenants, such as Mt. San Antonio College, whose growing flying program has need of additional space.

(FAA Exhibit 5, pp. 5-6)

The part 16 process is intended only to determine current compliance with Federal obligations and not to provide restitution or financial damages. The Director, therefore, analyzes the Complaint, and Motions to Dismiss and Summary Judgment, from the perspective of grant assurance compliance.

#### **County's Motion for Summary Judgment**

- 1. Whether the County violated Grant Assurance 22, *Economic Nondiscrimination*, by declining to grant Port Hangars a lease of airport property.**

Grant Assurance 22, *Economic Nondiscrimination*, prohibits unjust economic discrimination, not all economic discrimination. The principle of unjust economic discrimination requires a party who has been allegedly discriminated against to be "similarly situated" to an alleged preferred party in order to establish unjust economic discrimination under Assurance 22. (*R/T-182, LLC v. Portage County Regional Airport Authority*, FAA Docket No. 16-05-14, (March 29, 2007) (Final Agency Decision), p. 12). Grant Assurance 22 implements the provisions of 49 U.S.C. §§ 47107(a)(1) through (6) and provides in pertinent part as follows:

Assurance 22(a):

[The airport owner or sponsor] will make the airport available as an airport for public use on reasonable terms, and without unjust discrimination, to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

Airport sponsors are encouraged to develop and apply minimum standards, but are not required to do so either by law or by the grant assurances. The FAA's policy recommending



minimum standards stems from the airport sponsor's grant assurances to make the airport available for public use on reasonable conditions and without unjust discrimination.

Once the airport sponsor has established minimum standards, it should apply them objectively and uniformly to all similarly situated on-airport aeronautical service providers (FAA Advisory Circular, 150/5190-7, Minimum Standards for Commercial Aeronautical Activities, Section 1.1; See also *Flightline v. Shreveport, Louisiana*, FAA Docket No. 16-07-05 (March 7, 2008) (Director's Determination) p. 26, and *Springfield Flight Academy v. City of Springfield, Ohio*, FAA Docket No. 16-10-03 (August 25, 2011) (Director's Determination) p. 15). Airport sponsors are not obligated to renew a lease of a lessee whose aeronautical use does not comply with the sponsor's minimum standards (*Lytton v. Sheridan County Board of County Commissioners, Sheridan, Wyoming*, FAA Docket No. 16-01-16, (December 20, 2002) (Director's Determination) p. 11).

In the present case, the County adopted Minimum Standards for POC in 2012 that included minimum area requirements for commercial and non-commercial aircraft storage providers alike. The Minimum Standards require individual hangars to have an area of at least 1250 square feet for both commercial and non-commercial aircraft storage providers (FAA Exhibit 4, Exhibit 3, pp. 25-26). Port Hangars did not challenge minimum standards or provide any evidence that the 1250 square feet hangar size requirement set forth in the 2012 Minimum Standards is unreasonable (*Royal Air, Inc. v. City of Shreveport through the Shreveport Airport Authority*, FAA Docket No. 16-02-06, (January 9, 2004) (Director's Determination) pp. 19-20). Therefore, the reasonableness of the County's 2012 Minimum Standards is established and not at issue.

In its motion, the County provides evidence that Port Hangars' portable hangars are approximately 700 square feet each (FAA Exhibit 4, pp. 9-10). Port Hangars did not challenge or present evidence regarding the size of its hangars. Therefore, it is undisputed Port Hangars' hangars are about 700 square feet each, a size which does not meet the minimum requirements. (FAA Exhibit 14, p. 4).

As stated above, Assurance 22 requires a sponsor to apply minimum standards uniformly to all similarly situated tenants. In this regard, Port Hangars did not provide evidence that the County granted new leases to other tenants who did not meet the 1250 square feet minimum size requirement. Rather, Port Hangars argued the County is not applying the minimum size requirement to itself, based upon an e-mail from a County tenant regarding his rental of the County's own hangars. The tenant's email states a County owned portable hangar is "small" or "very small." (Exhibit 12, Exhibit B). However, the e-mail fails to identify the actual square footage or dimensions of the hangar, though the tenant rented the hangar and could have supplied information about its size. Nor did Port Hangars provide any other documented evidence the County's portable hangars fail to meet the minimum size requirements. Subjective observations that a particular hangar is small or very small, even if true, do not equate to a violation of the minimum size standards. Consequently, there is no triable issue as to whether



the County failed to make the Airport available to Port Hangars on similar terms and conditions as other existing or potential tenants who did not meet the 2012 Minimum Standards.

In its motion, the County contended Port Hangars permitted the non-aeronautical use of at least 9 hangars and submitted supporting evidence (FAA Exhibit 4, p. 4). Port Hangars did not allow the sponsor access to inspect all of the portable hangars (FAA Exhibit 4, p. 4, and FAA Exhibit 5, Exhibit 3). The County's evidence appears to show conduct that is, at a minimum, inconsistent with Section 5, Uses, (FAA Exhibit 4, Exhibit 1, p. 3), and Section 26, Access by County (FAA Exhibit 4, Exhibit 1, p. 15) of the expired 1997 lease. Again, Port Hangars did not rebut or dispute the County's evidence of non-aeronautical use or show that other new tenants made similar non-aeronautical uses of portable hangars. Port Hangars also did not dispute the evidence that the sponsor was not given access to inspect all of the portable hangars, as required by the lease terms. Consequently, there is no evidence that the County failed to make the Airport available to Port Hangars on similar terms and conditions as other aeronautical tenants whose leases have expired since the implementation of the 2012 Minimum Standards.

The County also claims it has instituted a system-wide policy to restrict and reduce the number of portable hangars, including County owned portable hangars, because they are not necessary for aeronautical use, as evidenced by the non-aeronautical use of many hangars. (FAA Exhibit 4, p. 4). Port Hangars provided evidence that indicates that the County does not have a formal policy of reducing the use of portable hangars in its airport system, although it may have an informal policy. (FAA Exhibit 20). However, Port Hangars does not dispute that at least nine of Port Hangars' hangars were being used for non-aeronautical purposes. (FAA Exhibit 12). The County asserts it is inappropriate to dedicate the aeronautical designated ramp space for such non-aeronautical uses (FAA Exhibit 5, Exhibit 3). The County is planning to use its tie-down ramp where the Port Hangars' hangars are located to further accommodate a growing collegiate aviation flight training program (FAA Exhibit 5, Exhibit 3). Furthermore, Port Hangars' lease expired by its terms on August 17, 2017, with no additional extensions available to either party. The lease expired at the end of its term, and was not terminated by the airport sponsor.

An airport sponsor is not required to provide space to an aeronautical tenant whose lease has expired, who did not comply with the reasonable requirements of the current Minimum Standards and who was not using the leased space for aeronautical activities, particularly where there is a need for the space by aeronautical users. Therefore, the Director finds the County acted reasonably when it allowed Port Hangars' leases to expire and the newly unencumbered ramp space to be used for aeronautical activities.

#### **Port Hangars late response and additional evidence:**

The Director notes Port Hangars belatedly submitted its response to the County's Motion for Summary Judgment or Motion to Dismiss on February 20, 2018 (FAA Exhibits 12, 13, 14). Port Hangars claimed it tried to file the Response on October 20, 2017, but it never was received by the FAA for unknown reasons. The County challenged the filing of the late response because it



was four months late. The County stated its legal counsel did not receive any copies of the motion and exhibits when Complainants claim to have sent it on October 20, 2017 (FAA Exhibit 15). The FAA also reviewed its email accounts and did not locate the email and/or motion.

Port Hangars also filed an email with a link to voice files of a County public meeting on May 7, 2018 (FAA Exhibit 20). Port Hangars indicated the FAA had limited access to the voice files in the exhibit (FAA Exhibit 20). The County of Los Angeles opposed the Port Hangars motion to submit new evidence (Exhibit 21). The FAA received a disc with the voice recordings on May 21, 2018, and it appears the County was served with a copy of the disc (FAA Exhibit 22).

The Director, in the interest of a full review of this matter and at his discretion, considered Port Hangars response and additional evidence. Even after this review concerning the County's policy on portable hangars and resolving the doubts in the favor of Port Hangars, Port Hangars has not provided sufficient evidence to support its allegations with respect to violations of Assurance 22.

**2. Whether the County violated Grant Assurance 23, *Exclusive Rights*, by declining to grant Port Hangars a lease of airport property.**

Port Hangars alleges the County violated Grant Assurance 23, *Exclusive Rights*, by allowing other operators, like Brackett Hangar LLC, an aircraft storage provider, to continue operating aircraft storage units, while denying Port Hangars a lease of airport property (FAA Exhibit 1, p. 10). Port Hangars further contends suitable space is available at POC for a new lease (FAA Exhibit 1, p. 10). Port Hangars interprets Grant Assurance 23, *Exclusive Rights*, to be the mirror image of Grant Assurance 22, *Economic Nondiscrimination*, where unjust discrimination is a constructive exclusive right (FAA Exhibit 1, p. 7). Grant Assurance 23 implements the provisions of 49 U.S.C. §§ 40103(e) and 47107(a)(4) and provides in pertinent part:

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

The County replies that Port Hangars was not offered a lease because it did not meet the Minimum Standards for a new lease and all other similar tenants are held to the same Minimum Standards (FAA Exhibit 4, p. 6 and FAA Exhibit 5, pp. 11-12). The County further adds that if Port Hangars complies with the Minimum Standards, there is airport property available for lease (FAA Exhibit 5, pp. 11-12).

An unlawful exclusive right under Grant Assurance 23 is the exercise of a power, privilege, or other right which excludes or debars another or others from enjoying or enjoying a like power, privilege or right (*Asheville Jet, Inc. d/b/a Million Air Asheville v. Asheville Regional Airport Authority; City of Asheville, North Carolina; and Buncombe County*, FAA Docket No. 16-08-02, (Director's Determination) at 19-20). The FAA will not normally find the airport sponsor in violation of Grant Assurance 23 where the complainant does not show the airport sponsor

granted to another entity the exclusive right to conduct a particular aeronautical activity or to provide a particular aeronautical service on the Airport. (*Id.*)

Port Hangars does not provide evidence to support its claim that the County has granted another entity, such as Brackett Hangar, LLC, an exclusive right over hangar space at POC. Absent such evidence, the Director cannot find a violation of Grant Assurance 23. Furthermore, the County provided evidence that Port Hangars did not meet the 2012 Minimum Standards necessary for a new lease at the airport. Port Hangars does not rebut this evidence, so its claim fails for this additional reason.

Port Hangars also alleges that the County did not act in good faith in negotiating a new lease or a month-to-month tenancy (FAA Exhibit 1, p. 9). However, as stated above, the undisputed evidence shows Port Hangars failed to meet the 2012 Minimum Standards for a new lease.

Considering the undisputed facts and evidence, and resolving all doubts in Port Hangars' favor, Port Hangars failed to establish that the County was required to negotiate and agree to a new lease, the failure of which could constitute a violation of Grant Assurances 22 and 23. Accordingly, the Director finds no violation of these assurances.

### **Findings and Conclusions**

Upon consideration of the submissions and responses by the parties, the entire Record, and the applicable law and policy, and for the reasons stated above, the Director for Airport Compliance and Management Analysis finds there are no genuine issues of material fact for adjudication, there are no claims which warrant further action by this office, and therefore the Complaint shall be dismissed in its entirety as a matter of law.



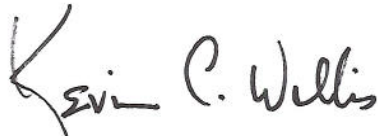
**ORDER**

ACCORDINGLY, it is ORDERED that:

1. The County's Motion for Summary Judgment is GRANTED; and
2. The Complaint is DISMISSED; and
3. All other Motions are DENIED.

**RIGHT OF APPEAL**

This Order of the Director is an initial agency determination and does not constitute final agency action and order subject to judicial review. 14 CFR § 16.247(b)(2). A party to this proceeding adversely affected by the Director's Order may appeal the initial determination to the FAA Associate Administrator for Airports under 14 CFR § 16.33(c) within 30 days after service of the Director's Order.



---

Kevin C. Willis  
Director, Office of Airport Compliance  
and Management Analysis



---

Date

## **INDEX OF ADMINISTRATIVE RECORD**

### **Port Hangars Association, Inc., and Winn Williams v. County of Los Angeles, California**

#### **FAA Docket No. 16-17-14**

- Exhibit 1      On August 18, 2017, Port Hangars Association and Mr. Williams filed Part 16-17-14 against County of Los Angeles, California.
- Exhibit 1      County of Los Angeles Aviation Commission meeting minutes of June 27, 2012.
- Exhibit 2      County of Los Angeles Aviation Commission meeting minutes of January 21, 2015.
- Exhibit 3      American Airports Commission letter of May 29, 2012, to Port Hangars, Mr. Winn Williams, extending Port Hangars lease for term of 5 years.
- Exhibit 4      American Airports Commission letter of August 4, 2015, to Port Hangars, Mr. Winn Williams, with annual rent rate.
- Exhibit 5      County of Los Angeles Aviation Commission meeting minutes of November 30, 2016.
- Exhibit 6      County of Los Angeles letter of December 7, 2016, to Port Hangars, Mr. Winn Williams, not to renew Port Hangars lease after it expires on August 31, 2017.
- Exhibit 2      On August 18, 2017, Port Hangars concurrently filed a Motion for a Cease and Desist Order to the FAA Director, directing the County to cease and desist from taking any action to evict, or otherwise interfere with the tenancy during the Part 16 process.
- Exhibit 3      On September 20, 2017, FAA docketed Part 16-17-14.
- Exhibit 4      On October 16, 2017, the Sponsor filed a Motion to Dismiss or, in the Alternative, for Summary Judgment.
- Exhibit 1      August 19, 1997, Lease between County of Los Angeles and Port Hangar Association, Inc.
- Exhibit 2      Aerial photograph of Port Hangars leased space on Brackett Field.
- Exhibit 3      County of Los Angeles Minimum Standards adopted on October 30, 2012.



- Exhibit 4 County of Los Angeles to FAA Western-Pacific Region Airport Division letter providing its written response to Port Hangars Part 13 Informal Complaint, dated February 9, 2017.
- Exhibit 5 FAA Western-Pacific Region Airport Division email to Port Hangars with its findings concerning Port Hangars Part 13 Informal Complaint, dated February 21, 2017.
- Exhibit 5 On October 5, 2017, the Sponsor filed an Opposition to Complainants Motion for Cease and Desist Order.
- Exhibit A Declaration of County of Los Angeles Chief of Aviation Division, Mr. Richard Smith, dated October 5, 2017.
- Exhibit 1 August 19, 1997, Lease between County of Los Angeles and Port Hangars Association, Inc.
- Exhibit 2 County of Los Angeles Minimum Standards adopted on October 30, 2012.
- Exhibit 3 County of Los Angeles to FAA Western-Pacific Region Airport Division letter providing its written response to Port Hangars Part 13 Informal Complaint, dated February 9, 2017.
- Exhibit 4 FAA Western-Pacific Region Airport Division email to Port Hangars with its findings concerning Port Hangars Part 13 Informal Complaint, dated February 21, 2017.
- Exhibit 6 On October 2, 2017, the Sponsor filed a Motion for Extension of Time to Respond to Complainants' Motion for Cease and Desist Order.
- Exhibit 7 On October 5, 2017, FAA grants Sponsor's request of time for Respondent to Complainants Motion for Cease and Desist Order until October 11, 2017.
- Exhibit 8 Brackett Field 5010 Airport Master Record, dated January 22, 2018.
- Exhibit 9 Brackett Field AIP grant history, dated January 22, 2018.
- Exhibit 10 On November 24, 2017, the FAA issues an extension of time to review Respondent's Motion to Dismiss, or in the Alternative, for Summary Judgment until January 10, 2018.
- Exhibit 11 On January 9, 2018, the FAA issues an extension of time to review the Respondent's Motion to Dismiss, or in the Alternative, for Summary Judgment until February 23, 2018.

- Exhibit 12 On February 20, 2018, Port Hangars files a Request to Consider its Answer in Opposition to County of Los Angeles' Motion to Dismiss or, in the Alternative, for Summary Judgment.
- Exhibit A Los Angeles County Aviation Commission Minutes, dated August 30, 2017.
- Exhibit B Former Port Hangars subtenant and new POC portable hangar tenant email about the County's portable hangar conditions, dated October 9, 2017.
- Exhibit 13 On February 20, 2018, Port Hangars files an email to support Complainants' Answer to the Respondent's Motion to Dismiss or, in the Alternative, for Summary Judgment, which was docketed on October 20, 2017.
- Exhibit 14 On February 20, 2018, Port Hangars files an Answer in Opposition to County of Los Angeles' Motion to Dismiss or, in the Alternative, for Summary Judgment, dated October 20, 2017.
- Exhibit 15 On February 21, 2018, County of Los Angeles filed a Motion in Opposition to Complainants' Request for the FAA to Consider Answer in Opposition to the County's Motion to Dismiss or, in the Alternative, for Summary Judgment.
- Exhibit 16 On March 9, 2018, the FAA issues an extension of time to review the Respondent's Motion to Dismiss, or in the Alternative, for Summary Judgment until March 30, 2018.
- Exhibit 17 On April 10, 2018, the FAA issued an extension of time to review the various Motions until April 30, 2018.
- Exhibit 18 On May 1, 2018, Port Hangars filed a Motion for Leave to Submit New Evidence.
- Exhibit Signed Declaration of Mr. Winn Williams dated April 30, 2018.
- Exhibit B Mr. Winn Williams public records e-mail request on April 30, 2018, to Los Angeles County Department of Public Works Senior Civil Engineer, Dominic Osmena.
- Exhibit 19 On May 7, 2018, the FAA issued an extension of time to receive Port Hangars New Evidence until June 1, 2018.
- Exhibit 20 On May 7, 2018, Port Hangars filed an unsigned Supplemental Declaration from Mr. Winn Williams.
- Exhibit A County of Los Angeles Aviation Commission Meeting Agenda, dated April 25, 2018.

Exhibit B      County of Los Angeles Aviation Commission Meeting Minutes,  
dated February 28, 2018.

Exhibit 21      On May 10, 2018, County of Los Angeles filed an Opposition to Complainants'  
Motion for Leave to Submit New Evidence.

Exhibit 22      On May 21, 2018, Port Hangars filed a disc of audio recording of Los Angeles  
County Aviation Commission's April 25, 2018 meeting.

Exhibit 23      On May 31, 2018, the FAA issued an extension of time to review the various  
Motions until July 13, 2018.