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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

CAE AVIATION ACADEMY PHOENIX
LLC, an Arizona limited liability company;
and THRUST FLIGHT PROPERTIES, LLC,
an Arizona limited liability company,

Plaintiffs,

v.

CITY OF MESA, an Arizona municipal
corporation,

Defendant.

Case No. _____

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

Plaintiffs CAE Aviation Academy Phoenix LLC (“CAE”) and Thrust Flight
Properties, LLC (“Thrust”) (collectively, “Plaintiffs”) for their Complaint allege as follows:

INTRODUCTION

1. On March 23, 2026, the City of Mesa enacted Resolution No. 12480 (the
“Resolution”) that imposed landing fees of \$20.35 per landing on aircraft based at Falcon
Field. The Resolution allows ten free landings a month before the fee is imposed. The
Resolution’s purpose is to resolve noise complaints made by residents surrounding Falcon
Field related to the flight school activities. The Resolution was intended to – and in fact
does – almost exclusively impact flight schools, including CAE and Thrust who account for
over one-half of the landings at Falcon Field (“FFZ”).

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1 10. Plaintiffs have Article III standing because they face an injury in fact that is
2 concrete, particularized, and either actual or imminent. The Resolution imposes per-landing
3 fees directly on Plaintiffs’ flight-training operations at FFZ. As flight-training schools that
4 necessarily conduct high-frequency takeoffs and landings as part of federally mandated
5 training curricula, Plaintiffs will incur substantial and unavoidable costs once the
6 Resolution is implemented. CAE and Thrust have determined that continued operations at
7 FFZ will be unsustainable under the fee structure.

8 11. These injuries are “sure to” occur because Plaintiffs are directly subject to the
9 fees and have no means of avoiding them while continuing their flight-training programs.
10 *Alaska Airlines, Inc. v. City of Long Beach*, 951 F.2d 977, 987 (9th Cir. 1991).

11 12. Plaintiffs’ injuries are fairly traceable to Defendant’s conduct because the
12 City adopted and will enforce the Resolution. The injuries are redressable by a favorable
13 decision because declaratory and injunctive relief preventing enforcement of the Resolution
14 would eliminate the threatened fees and allow Plaintiffs to continue operations at FFZ.

15 13. Plaintiffs’ claims are ripe for adjudication. The Resolution is a final
16 legislative act adopted by the City Council on March 23, 2026, with an effective date of
17 May 1, 2026. No further governmental action is required before the fees are imposed on
18 Plaintiffs, on or before July 30, 2026. The issues presented are fit for judicial decision
19 because they involve purely legal questions of federal preemption, statutory compliance,
20 and constitutional validity. Withholding review would cause Plaintiffs hardship because
21 they face imminent, irreparable harm absent judicial intervention.

22 14. Because Plaintiffs seek only declaratory and injunctive relief at this time, no
23 notice of claim is required under A.R.S. § 12-821.01. *See Martineau v. Maricopa Cnty.*,
24 207 Ariz. 332, 336–37, ¶¶ 22–24 (App. 2004); *State v. Mabery Ranch Co.*, 216 Ariz. 233,
25 245, ¶¶ 52-53, 165 P.3d 211, 223 (App. 2007).

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GENERAL ALLEGATIONS

A. Falcon Field’s History of Flight Instruction.

15. Falcon Field (“FFZ”) has a storied history on flight instruction. Opened in 1941, FFZ served as a training facility for British Royal Air Force and American pilots during World War II. During the course of the war, more than 2,300 Royal Air Force cadets completed primary and advanced flight training at FFZ.

16. After World War II, the United States transferred ownership of FFZ to the City, which has owned and operated the airport since then.

17. Under the City’s ownership, FFZ has been a general aviation airport that has continued flight training and instructional activities. Approximately 877 aircraft are based at FFZ, making FFZ one of the most active general aviation airports in the United States.

18. Historically, FFZ has been one of the busiest training airports in the country. The weather and complex air traffic environment makes the Phoenix area an ideal place for flight training. As a result, flight schools have long flourished at FFZ and relied on the City to support its long-standing training mission of supporting flight education.

19. FFZ has been designated as a reliever airport in the National Plan of Integrated Airport Systems. The goal of reliever airports is to attract general aviation traffic away from congested commercial airports, such Phoenix Sky Harbor and Phoenix Mesa Gateway Airport.

20. The volume of flight activity in the Phoenix area is extremely high. The Federal Aviation Administration (“FAA”) has acknowledged that its distribution in the National Airspace System is a delicate balance, and the agency has recently undertaken efforts to implement performance-based navigation and amend the airspace in the Phoenix area. Presently, flight training activities are distributed among numerous airfields within the immediate Phoenix area, with Sky Harbor Airport situated centrally within that system.

21. The City has described how this delicate balance works around FFZ:

Class D airspace at Falcon Field starts from the surface to 3,399 ‘ mean sea level and is a cylindrical cone shape flattened at the western boundary by Phoenix Sky Harbor



1 Airport Class B Airspace. This boundary is delineated at
2 Gilbert Road in Mesa. The diameter of the airspace is 5
3 statute miles. It underlies Phoenix Sky Harbor Airport Class
4 B Airspace which begins at various altitudes over Falcon
5 Field Class D airspace. In addition, a narrow corridor of
6 airspace exists above the Falcon Class Delta airspace, and
below the Class Bravo airspace for Sky Harbor, providing
a means for Visual Flight Rule (VFR) aircraft to transition
through the area. While operating in Class D airspace a
pilot is required to establish communications with Falcon
Field Air Traffic Controllers.

7 22. In addition to its other activities, The Boeing Company and MD Helicopters
8 operate significant facilities at FFZ where they manufacture helicopters that use the airport.

9 **B. The City Can Only Impose User Fees that Fairly Allocate Costs Among**
10 **Users and Does Not Impose an Unjust Burden on a Specific Class of**
11 **Operators.**

12 23. Although FFZ is a City-owned airport, it receives funds from the Airport
13 Improvement Fund and is bound by FAA grant assurances to remain a recipient of those
14 funds.

15 24. The City is required to make FFZ available to all users on reasonable
16 conditions and without unjust discrimination.

17 25. The City is limited to use revenues generated by FFZ for capital or operating
18 costs. While the City may recover costs of providing facilities through user fees, those fees
19 must allocate costs fairly among users and cannot impose an unjust burden on a specific
20 class of operators.

21 **C. CAE's History at Falcon Field.**

22 26. CAE has operated at FFZ continuously since 1991, through its predecessor,
23 Sabena Flight Academy, acquired by CAE in 2008. Through its parent and affiliated
24 companies, CAE is part of the largest flight training network in the world.

25 27. CAE serves both international students and students from across the United
26 States. Its training programs supply pilots to interstate and international air carriers
27 operating under uniform federal certification standards and within an integrated national
28 aviation system.



1 28. At FFZ, CAE trains pilots for numerous airlines, including American
2 Airlines, JetBlue, and Southwest Airlines.

3 29. During its time at FFZ, CAE has made substantial capital investments in
4 FFZ's facilities and operations. In 2024, CAE entered into its current leases at 5010 and
5 5030 E. Falcon. The leases run through 2033, reflecting CAE's long-term commitment to
6 FFZ.

7 30. CAE leases approximately 51,010 square feet of office and flight-training
8 classroom space at 5010 E. Falcon Drive, Mesa, Arizona, under a ten-year lease, at a current
9 monthly base rent of approximately \$100,341.

10 31. CAE also leases approximately 31,930 square feet of office and hangar space
11 at 5030 E. Falcon Drive under a separate ten-year lease for the same term, at a current
12 monthly base rent of approximately \$43,364.

13 32. CAE bases 68 aircraft at FFZ. These aircraft include 50 Piper Archers, 8 Piper
14 Seminoles, 2 DA20s, and 8 SR20s.

15 **D. At the City's Encouragement, Thrust Recently Started Flight Training**
16 **at Falcon Field.**

17 33. In contrast to CAE, Thrust is a newcomer to FFZ. Founded in 2006, Thrust
18 had operated solely in Texas. As a business, Thrust has exclusively focused on flight
19 training since 2017.

20 34. In 2025, the City encouraged Thrust to expand its operations from Texas to
21 FFZ. Thrust moved quickly into the market and began training students at FFZ in the
22 summer of 2025.

23 35. Now at FFZ, Thrust trains student pilots from all over the United States;
24 Thrust trains its students to be safe, confident, and disciplined aviators through classroom
25 instruction, approved flight simulation devices, and in-flight training in modern aircraft.

26
27 36. Thrust bases 5 aircraft at FFZ and plans to base 5 more aircraft at FFZ by the
28 end of 2026. These aircraft include Piper Archers and Piper Seminoles.



1 **E. Development Reaches Falcon Field and the City Encourages Further**
2 **Development Through Land Sales.**

3 37. FFZ is located approximately six miles to the northwest of the center of Mesa.
4 Development has worked its way out to and beyond the airport.

5 38. While the City has been encouraging the growth and expansion of flight
6 schools at FFZ, it was also encouraging and facilitating the development of the land
7 surrounding FFZ.

8 39. In 2006, the City sold Airport-owned land located at Thomas Road and
9 Recker Road, which generated over \$4.6 million in revenue applied to the Airport’s
10 Enterprise Fund.

11 40. The City approved the sale of that Airport-owned land—located immediately
12 adjacent to FFZ—for residential development. Residential properties were subsequently
13 developed in areas beneath or near established approach and departure paths.

14 41. Again in 2019, the City approved the sale of approximately 132 acres of City-
15 owned land adjacent to FFZ for residential development.

16 42. Following these land sales, residential developments were constructed
17 adjacent to and in the vicinity of FFZ, including in areas where aircraft operations and
18 overflight activity had long occurred.

19 **F. The City’s Plans for Falcon Field over the Past Five Years.**

20 43. In 2021, the City adopted an Airport Master Plan for FFZ. The City stated
21 that the “ultimate goal of the Master Plan is to provide guidelines for the Airport’s overall
22 maintenance, development, and operation in an environmentally and fiscally responsible
23 manner while adhering to appropriate FAA and Arizona Department of Transportation
24 (ADOT) – Aeronautics Group standards.”

25 44. Between 2008 and 2021, the City received over \$16.6 million from the FAA
26 and ADOT for capital improvement projects.

27 45. The City reported that the pavement conditions of its runways were generally
28 in good condition. The Airport Master Plan reported a projected general airfield pavement



1 maintenance cost of \$2 million of which over \$1.9 million would be funded by the FAA
2 and ADOT. The City’s project share was \$89,400.

3 46. In the 2024/2025 fiscal year, the City reported that it had a surplus of nearly
4 \$500,000 for FFZ and an existing fund balance of over \$6.1 million.

5 47. The actual numbers for the 2024/2025 fiscal year only reported approximately
6 \$800,000 in “Project Cost.”

7 48. The City’s 2026-2030 overall Capital Improvement Program listed twelve
8 FFZ-related projects totaling \$26.5 million. Over \$19 million of these project costs were
9 projected to be funded by grants. Over \$4.2 million of City-funded projects related to
10 improvements on city-owned buildings and property. Just under \$3 million related to the
11 airport infrastructure itself.

12 49. The City’s estimated expenses for fiscal year 2024/2025 do not align with the
13 City’s actual Project Cost numbers.

14 **G. New Residential Development Plus Increased Flight Training Demand**
15 **Equals Noise Complaints.**

16 50. Coinciding with the rapid development around FFZ has been the growth of
17 the flight training schools – both at FFZ and around the country. There has been increased
18 demand for new pilots and expansion in the airline industry. With significant growth in the
19 past decade, the flight market is expected to continue its significant growth over the next
20 several years.

21 51. The combination of new residents around FFZ and growth in flight activity
22 culminated in a predictable series of noise complaints. Residents in those adjacent
23 developments began submitting complaints and petitions to City officials concerning
24 aircraft noise and traffic associated with airport operations, including requests that the City
25 take action to address those concerns.

26 52. Post-sale residential developments, including neighborhoods situated directly
27 under historic flight paths, have complained about the noise and congestion even though
28 FFZ history of flight training long predated the residential developments.



1 53. While residents have increasingly voiced concerns about aircraft noise, those
2 concerns arose in those areas where development proceeded with City awareness of existing
3 airport operations and over 80 years of well-established flight activity—conditions the City
4 itself had long identified.

5 54. Residents organized petitions and appealed to the City to intervene.

6 55. The City conducted meetings with community members to respond to the
7 noise complaints. In these meetings, the City informed residents that the City is not
8 permitted by the FAA to create mandatory noise control measures or prohibit user access
9 to FZZ, because that area is controlled by federal law. *See* Falcon Field Understanding
10 Airport Operations, Las Sendas Community Association, May 6, 2025,
11 <https://youtu.be/I67iWNXnWKI?si=NCfohDk24JhDo9HI>.

12 56. When residents asked if the Airport could decrease the number of planes
13 flying over populated areas, the City responded, “unfortunately, we cannot restrict, at our
14 airport, our users and the number of aircraft operations that we accept. It’s not something
15 that we have the power to control.” *Id.*

16 57. When asked why there is an increase of air activity over Las Sendas, an
17 affluent community in East Mesa, the City explained, “we are experiencing more demand
18 in flight training as the baby boomers, as a generation of pilots, are retiring en masse, and
19 there is a significant demand in the worldwide aviation market for commercial airline pilots.
20 So, there is more aircraft training taking place.” *Id.*

21 58. When asked if the City is able to increase the price that pilots pay to use the
22 airport or decrease the number of planes, the City responded, “We can’t decrease the
23 number of aircraft. . . we are like a highway, we have to be available for the public. We do
24 review and benchmark our rates and fees. There is(*sic*) some federal government regulations
25 for receiving federal grants, that we need to be fair with our pricing structure, and
26 reasonable, so we can’t just price out [airport users] because we want to. We have to justify
27 [our pricing] with recouping our costs, with a little bit of holdover for unexpected events.
28



1 But we also have to ensure our pricing is not way out of line from our peer airports in the
2 industry.” *Id.* (cleaned up).

3 **H. The City Conjures a Revenue Shortfall to Address the Noise Complaints.**

4 59. Facing increasing pressure from constituents to limit air traffic due to noise
5 concerns, the City sought to devise a solution that accounts for its limited ability to regulate
6 noise. To do so, it manufactured a fiscal crisis for FFZ so that it could impose onerous fees
7 on flight schools, including CAE and Thrust.

8 60. Starting in December 2025, the City claimed that it needed to address an
9 operating deficit in the FFZ’s finances after it had consistently reported that FFZ operated
10 at or above a break-even level, including the surplus revenue it generated in the fiscal year
11 ending June 30, 2025.

12 61. The City reported that it paid for FFZ’s operating expenses from capital funds
13 from property sales. But the City has not provided evidence on the FFZ financial statements
14 that it had been diverting these capital funds to airport operations.

15 62. The City also claimed that it has deferred necessary pavement maintenance,
16 notwithstanding the fact that the FAA and ADOT would have funded 95% of the expenses.
17 The City has claimed that the runway payment conditions are below applicable standards
18 because of the deferred maintenance.

19 63. The airport and all facilities that are necessary to serve aeronautical users of
20 an airport must be operated at all times in a safe and serviceable condition and in accordance
21 with minimum required standards. FFZ is required to have arrangements for notifying pilots
22 of unsafe conditions.

23 64. The City has not disclosed to CAE or Thrust that unsafe conditions exist at
24 FFZ. In addition, in connection with the CAE’s 2024 renewal of its lease and Thrust’s 2025
25 commence of operations at FFZ, the City failed to disclose that deferred routine and
26 necessary maintenance, and the runway pavement conditions were below applicable
27 standards.
28



1 **I. The City’s Irreconcilable Financial Forecasts.**

2 65. The City also manipulated FFZ’s project cost numbers so that it allocated all
3 costs to the City without accounting for the grants that the City projected in its 2026-2030
4 Capital Improvement Program (“CIP”). The City’s manipulated numbers project a
5 multimillion deficit in fiscal year 2025/2026 and deficits exceeding \$1 million every year
6 thereafter.

7 66. Even then the Project Costs from the City’s 2026-2030 5-year Financial
8 Forecast (the “Forecast”) cannot be reconciled with the CIP.

9 67. If the City had included grant revenue in the CIP and excluded costs related
10 to City buildings that have no connection to FFZ’s operations, it would have an approximate
11 \$500,000 deficit in fiscal year 2025/2026, but significant surpluses in the following four
12 years.

13 68. Even accounting for the City’s expenses related to its buildings and property,
14 the Forecast projects a \$5 million surplus after accounting for the \$19 million in grants that
15 would largely fund FFZ’s capital projects.

16 69. According to the City, in 2024, it created an “Airfield Cost Center” that
17 includes “pavement maintenance (runways/taxiways, non-exclusive ramps), airfield
18 lighting, aircraft landing aids (PAPIs/REILS), safety areas, utilities, perimeter fence/gates,
19 aircraft rescue firefighting services, terminal building/airport maintenance facility, airport
20 personnel, airfield equipment, airport’s portion of FAA & State grant projects.” The Airfield
21 Cost Center is not identified in the Forecast.

22 70. The City estimated that the Airfield Cost Center will have a shortfall of
23 \$2,036,132 for the fiscal year 2025-26. The City estimated that it will only receive \$374,300
24 in revenue without initiating landing fees, but attributed costs of the Airfield Cost Center at
25 \$2,410,432. The City does not identify the source of the revenue or address grants that
26 would fund airfield costs.

27 71. The City estimated that the cost to maintain the runway pavement would be
28 \$5.75 million each year. This amount would constitute the vast majority of the City’s



1 forecasted expenses. The City did not disclose that the FAA and ADOT historically
2 provided 95% of the funding for runway maintenance. And, in fact, it failed to disclose that
3 any grants would be available.

4 **J. To Minimize Flights and Noise Complaints, the City Decides to Impose**
5 **Landing Fees Based on Its Conjured Cost Justifications.**

6 72. To plug the contrived deficit in the Forecast, the City derived a landing fee
7 scheme that was directed to tax the flight schools, including CAE and Thrust. Under this
8 scheme, the City would charge \$20.35 per landing for any based aircraft that has more than
9 10 landings per month. This fee would make it cost prohibitive for the flight schools to
10 operate and was intended to minimize flight school landings.

11 73. Flight training schools have a disproportionate amount of takeoffs and
12 landings because touch-and-gos are a necessary and regular part of the flight-training
13 process. These are not incidental—they are the core of FAA required curriculum, recurrent
14 proficiency training, and safety critical pattern work.

15 74. The City contemplated that the landing fees would allow for the first 10
16 landings each month for based aircraft to be free. The “first 10 landings free” feature is
17 functionally irrelevant to flight schools conducting recurrent pattern work and student
18 training, because those operations necessarily exceed ten landings per aircraft quickly,
19 likely within the first hour of the first day of the month, while similarly situated based
20 operators will not.

21 **K. The City’s Analysis Relies on Faulty and Unwarranted Assumptions to**
22 **Justify Landing Fees.**

23 75. In fact, the City analysis of the revenue generated from landing fees revealed
24 that for aircraft based on FFZ, only nine airplane models would pay any landing fees. Two
25 models that are training aircraft – the Piper PA-28-140 Archer and the Cessna 172 Skyhawk
26 – account for the vast majority of the based-aircraft landing fees.

27 76. The City’s data show that the based-aircraft landing fees would be borne
28 almost exclusively by training aircraft. The ten-landing threshold for based users will be



1 exceeded only by high-frequency training operations, thereby concentrating the burden on
2 flight schools operating at FFZ.

3 77. In computing the fees, the City made unwarranted assumptions regarding how
4 many of the landings were made by Piper based aircraft. The City assumed that 48,000
5 landings would be made by Piper aircraft. In total, the City projects that landing fees would
6 only apply to approximately 71,000 landings.

7 78. CAE currently trains an average of 115 student-pilots per day and 640
8 student-pilots per year. Each CAE student-pilot conducts an average of 3.5 landings per
9 day.

10 79. Based on current activity, CAE projects that it will have more than 150,000
11 annual landings at FFZ.

12 80. Thrust currently trains an average of 12 student-pilots per day and 30 student-
13 pilots per year. It anticipates training up to 78 student-pilots by the year's end.

14 81. Based on current activity, Thrust projects that it will have approximately
15 28,000 annual landings at FFZ. Since Thrust is a growing program, this figure is an under-
16 approximation.

17 82. The City did not contact CAE or Thrust to test its assumptions. If they had,
18 they would have learned that CAE and Thrust collectively account for over half the landings
19 at the airport and that its actual activity is well over double the City's projections for all
20 landings subject to the landing fee.

21 83. By CAE's calculations, under current usage, the per-landing fee structure will
22 cost CAE approximately \$3.2 million per year.

23 84. Upon information and belief, the per-landing fee structure will cost Thrust
24 more than \$500,000 per year, not accounting for the anticipated increase in student-pilots.

25 85. The City projects that aircraft based at FFZ will generate \$1,450,000 in
26 landing fees. This is over \$2 million less than CAE's and Thrust's estimate based on their
27 actual activity. Based on this reality-based estimate, the landing fees have no relation to the
28 airport's costs.



1 86. A fee that treats each touch-and-go as a separate event transforms routine
2 training into a repeated, compounding charge that is not calibrated to any individualized
3 impact in a way that differs meaningfully from other users making comparable movements.

4 87. The City also falsely portrayed that its landing fee scheme is consistent with
5 what other general-aviation airports around the country charge for landing fees. For
6 example, it relies on landing fees charged at five Connecticut airports. But none of these
7 five airports charge any landing fees to based aircraft or training flights. The landing fees
8 being charged for based aircraft are disproportionate and unprecedented compared to what
9 other general aviation airports are charging.

10 88. The City’s focus on flight schools is further evidenced by the session-based
11 exemption for rotorcraft training. This demonstrates that the City recognizes that counting
12 each landing in high frequency training contexts does not fairly track “use” in the sense
13 relevant to compensatory facility charges.

14 89. The City’s landing-fee scheme expressly allows fee increases if operations
15 decline beyond projected levels, decoupling the charge from actual use: when users *reduce*
16 operations, the policy authorizes *increasing* the per-use price to maintain the same projected
17 revenue for fewer landings – and presumably wear and tear on the runway.

18 90. The built-in procedure to raise fees if operations decline also confirms the
19 charge is designed to ensure a certain amount of revenue, not recover costs.

20 **L. The Rushed Process to a City Council Vote.**

21 91. The City attempted to rush the landing fee scheme to a council vote in
22 February 2026. It ultimately delayed the council vote until March 23, 2026.

23 92. The fees were adopted with minimal stakeholder consultation and inadequate
24 notice. The City has not produced or made public data that supports the issuance of fees.
25 Based on available information, the City does not appear to have based its fee structure on
26 a defensible rate base.

27 93. The City has not meaningfully received or addressed input from the general
28 aviation community; in particular, City leadership only offered an opportunity for a cursory



1 meeting just days prior to the scheduled vote. The brief meeting was merely perfunctory:
2 the enactment of the ordinance adopting the landing fees proceeded by way of a hasty,
3 opaque process.

4 94. As a result of the City and Airport being generally unavailable for input, the
5 City and Airport not only failed to address concerns with their faulty assumptions and grant
6 assurance compliance but also issued a decision that showed their disregard for safety
7 implications on the Falcon Field airspace.

8 **M. The City Adopts the Landing Fees .**

9 95. On March 23, 2026, the City Council unanimously passed Resolution No.
10 12480 (the “Resolution”).

11 96. The Resolution was placed on the consent agenda as Item 5-c, described on
12 the public agenda only as: “Modifying fees and charges for Falcon Field Airport.
13 (Citywide).”

14 97. The agenda did not expressly reference “landing fees” or indicate that the City
15 was adopting an entirely new category of per-landing charges.

16 98. The Resolution states that it is:

17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY
18 OF MESA, ARIZONA ADOPTING NEW AND
19 MODIFYING FEES AND CHARGES FOR THE FALCON
20 FIELD AIRPORT.

21 99. Resolution No. 12480 further states in Section 1:

22 The fees and charges for services provided by Falcon Field
23 Airport, true and correct copies of which are attached hereto as
24 Exhibits A and B and made a part hereof and incorporated
25 herein by reference, are approved and hereby adopted to be
26 effective on May 1, 2026. Deletions are shown as strikeouts:
27 A&G. Additions to the text are shown in bold and capital letters:
28 **ABC**. New or increased fee amounts are shown in bold: **\$10.00**.

100. Resolution No. 12480 further states in Section 2:

All fees and charges for services provided by the Falcon Field
Airport previously approved and adopted and not amended or
increased by this Resolution remain in effect.

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101. Section 3 of Resolution No. 12480 states:

To implement the new landing fees, Falcon Field Airport will go through the procurement process to contract with a third-party to track airport takeoffs and landings at the airport. If the third-party vendor is not in place and prepared to track aircraft takeoffs and landings on May 1, 2026 (the date the landing fees go into effect), the Airport Director, in the Airport Director’s discretion, may delay the implementation date of the landing fees in Exhibit A to a date when the third-party flight tracking system is in place, not to exceed 90 days. If the Airport Director delays the implementation of the landing fees pursuant to this Section 3, the Airport Director shall provide notice (e.g., notice of the Falcon Field Airport website) of the delay and the date the landing fees will be implemented.

Ex. 1.

102. Exhibit A to the Resolution establishes the following per-landing fees, effective May 1, 2026:

- (a) Based fixed-wing aircraft ≤ 6,000 lbs. MLW: \$20.35 per landing;
- (b) Based fixed-wing aircraft > 6,000 lbs. MLW: \$3.40 per 1,000 lbs.;
- (c) Itinerant fixed-wing aircraft ≤ 6,000 lbs. MLW: \$24.35 per landing;
- (d) Itinerant fixed-wing aircraft > 6,000 lbs. MLW: \$4.10 per 1,000 lbs.;
- (e) Based rotorcraft, drones, and eVTOL: \$12.60 per landing;
- (f) Itinerant rotorcraft, drones, and eVTOL: \$17.60 per landing.

103. The Resolution exempts the first ten landings per month for aircraft based at FFZ.

104. It also exempts “[a]ll but one of the landings performed in a continuous session for training and testing purposes” by rotorcraft during hovering, pattern work, back-and-forth movements, or combinations thereof.

105. By contrast, fixed-wing aircraft performing touch-and-go training operations incur a fee for each individual landing, with no comparable session-based exemption.

106. The Resolution contains a revenue-stabilization mechanism: if average aircraft operations at FFZ decrease by twenty percent or more from year-over-year numbers

1 for three consecutive months, the City Manager may increase landing fees by the amount
2 of the decrease exceeding the anticipated ten percent reduction. This feature expressly
3 authorizes fee increases when operations decline.

4 107. The Resolution contains no findings, studies, or cost-allocation analyses
5 establishing that the per-landing charges reflect the actual marginal costs imposed by each
6 landing on airfield infrastructure.

7 108. The City of Mesa did not provide a reasonable or use-based explanation for
8 the calculation of fees.

9 109. Instead, Defendant conclusively asserted that it determined the amount of
10 revenue needed to make the “Airfield Cost Center” self-sustaining.

11 110. Defendant’s estimated annual fiscal impact of the total of the fee adjustments
12 is \$2,894,770, which also includes increases to hangar and storage room rents, as well as
13 tiedown fees and fuel flowage fees. This includes an anticipated 10% reduction of landings
14 based on the imposition of landing fees.

15 111. Even with the undisclosed costs associated with the third-party vendor
16 required for implementation, the alleged fiscal impact of the program is entirely inconsistent
17 with the underlying data.

18 112. Only accounting for landing fees assessed against CAE and Thrust, excluding
19 other fee increases and all other airport users, Defendant should expect up to **\$4 million**
20 **from two users alone.**

21 113. The City’s fiscal impact is a vast underestimation *unless* it anticipates losing
22 the majority of flight schools due to the Resolution.

23 114. Although Defendant acknowledged that it receives FAA and State of Arizona
24 grants to help with some capital improvements, it did *not* include the amount it receives
25 each year from grants to cover operating costs in their estimated shortfall figure.

26 115. When defending the Resolution to the public, Defendant did not acknowledge
27 the sizeable contributions of Airport Pavement Management System through ADOT for
28 pavement construction (up to 90% of eligible pavement costs).



1 116. The Airport’s financial forecast table relied on by the City did not include
2 explanatory materials, the basis for the figures, or any itemized costs. The table referred to
3 broad categories, such as “Other Department Direct Costs” and “Transfers Out.”

4 117. The meaning and reasoning behind these amounts are unknown to the public,
5 as they did not provide an adequate explanation for how these numbers were reached.

6 118. The City’s 2026-2027 Airfield-Fixed Wing Cost Center Capital &
7 Maintenance Program Costs for Landing Fee Calculation shows that it will receive millions
8 in dollars of grant funds that will apply to its projects for the next five years, approximately
9 \$5.3 million in grants will be used for the \$6.4 million in project cost.

10 **N. The Aftermath of the Landing Fee Resolution.**

11 119. Upon information and belief, Mesa residents have submitted public records
12 requests to identify the basis for the alleged operating costs and expenses; the City has not
13 complied with its obligations to provide these materials to the public.

14 120. On April 17, 2026, Plaintiffs submitted a public records request on the City,
15 but have yet to receive any records.

16 121. Upon information and belief, at least one flight-training provider—Leopard
17 Flight School—is already planning to relocate training operations away from FFZ as a result
18 of the Resolution.

19 122. Plaintiffs have determined that flight training at the Airport is unsustainable
20 due to the imposition of these wrongful landing fees.

21 123. CAE has already received one student-pilot’s departure because of the
22 financial impact and uncertainty that CAE faces at FFZ because of the looming landing
23 fees.

24 124. Plaintiffs will suffer irreparable reputational harm because of the City’s
25 imposition of landing fees.

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CAUSES OF ACTION

COUNT ONE

Declaratory Relief - Preemption by Federal Law

125. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

126. Under the Supremacy Clause, state and local measures are preempted where they conflict with federal law or intrude into a field Congress has reserved for exclusive federal regulation. U.S. Const. art. VI, cl. 2.

127. Federal aviation law occupies the field of air navigation, aircraft operations, and access to the national airspace system. *City of Burbank v. Lockheed Air Terminal, Inc.*, 411 U.S. 624, 633–39 (1973).

128. Preemption turns on the practical purpose and effect of local action, not its label. *Alaska Airlines, Inc. v. City of Long Beach*, 951 F.2d 977, 985–87 (9th Cir. 1991). Local measures are preempted where their “purpose or effect” is to control aircraft operations, flight frequency, or access. *Id.*

129. Congress has conditioned receipt of federal airport funds on written assurances that airports be available for public use on reasonable terms without unjust discrimination. 49 U.S.C. § 47107(a)(1)–(2).

130. To ensure access to public airports without improper state and local restrictions, Congress enacted the Airport Noise and Capacity Act of 1990 (“ANCA”), 49 U.S.C. § 47521, *et seq.*

131. Through ANCA, Congress explicitly sought to address the “uncoordinated and inconsistent restrictions on aviation that could impede the national air transportation system[.]” 49 U.S.C. § 47521(2). Because Congress recognized that local airport sponsors may seek to control access to airports within their jurisdictions, Congress expressly found that access restrictions to public airports “must be carried out at the national level.” *Id.* at § 47521 (3)-(4). Accordingly, ANCA expressly preempts any local efforts to regulate aircraft noise and restrict access to public airports.



1 132. Congress and the FAA have established specific, exclusive mechanisms for
2 addressing noise and operational concerns through Part 150 noise compatibility planning
3 and Part 161 access-restriction procedures. 14 C.F.R. pts. 150, 161; *see also* 49 U.S.C. §
4 47521, *et seq.*

5 133. FAA Order 5190.6C instructs that airports may not employ fees or economic
6 mechanisms as an indirect means of restricting lawful aeronautical activity or access.

7 134. The Resolution functions as an operational control measure which is
8 preempted by federal law.

9 135. The Resolution’s structure targets operational frequency, not cost: it imposes
10 per-landing fees on fixed-wing aircraft precisely where repetitive, safety-driven training
11 operations involve high numbers of landings, while exempting comparable repetitive
12 rotorcraft training.

13 136. The Resolution expressly anticipates behavioral effects and builds them into
14 the fee design by authorizing increases if operations decline. The effect is to discourage
15 lawful flight-training activity—discouraging training maneuvers such as touch-and-go
16 landings and pattern work that are integral to pilot certification and aviation safety.

17 137. A local measure that predictably displaces lawful aeronautical activity
18 through economic coercion functions as a de facto operational restriction and is preempted.

19 138. The City has not invoked, complied with, or obtained approval under ANCA
20 or the FAA’s exclusive mechanisms for addressing noise or operational compatibility
21 concerns.

22 139. Plaintiffs are entitled to an order declaring the Resolution preempted by
23 federal aviation law under the Supremacy Clause.

24 **COUNT TWO**

25 **Declaratory Relief – Violation of Anti-Head Tax Act, 49 U.S.C. § 40116(e)(2))**

26 140. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

27 141. The AHTA prohibits states and political subdivisions from levying or
28 collecting charges on air commerce, except that airport proprietors may impose “reasonable



1 rental charges, landing fees, and other service charges from aircraft operators for the use of
2 airport facilities.” 49 U.S.C. § 40116(e)(2). To fall within this exception, a landing fee must:
3 (a) be a fair approximation of the use of airport facilities; (b) not be excessive in relation to
4 the benefits conferred; and (c) not discriminate against interstate commerce. *Northwest*
5 *Airlines, Inc. v. County of Kent*, 510 U.S. 355, 369–70 (1994).

6 142. Fees imposed for purposes other than legitimate cost recovery fall outside the
7 AHTA’s narrow allowance. *Tinicum Twp. v. U.S. Dep’t of Transp.*, 582 F.3d 482, 487–89
8 (3d Cir. 2009).

9 143. The Resolution’s per-landing fee structure is not a fair approximation of
10 Plaintiffs’ use of airport facilities.

11 144. Defendant did not provide adequate data to support that the landing fees
12 charged are a fair approximation of use of the Airport.

13 145. For flight-training schools, takeoffs and landings are not incidental—they are
14 the core of FAA-required curriculum, recurrent proficiency training, and safety-critical
15 pattern work.

16 146. A fee that treats each touch-and-go as a separate chargeable event transforms
17 routine training into a compounding charge untethered from any individualized impact on
18 airfield infrastructure.

19 147. The Resolution’s session-based exemption for rotorcraft training
20 demonstrates that the City recognizes counting each landing in high-frequency training
21 contexts does not fairly track “use” for compensatory purposes.

22 148. The landing fees are unjustly discriminatory against Plaintiffs, as well as
23 flight schools and other based fixed-wing aircraft conducting training exercises.

24 149. The Resolution’s revenue-stabilization feature—authorizing fee increases if
25 operations decline—confirms the charge is designed to stabilize revenue, not recover costs.

26 150. A fee that increases as use decreases cannot logically represent compensation
27 for use and is inconsistent with the AHTA’s narrow permission for compensatory user
28 charges.



1 151. Courts have recognized equitable authority to restrain unlawful fee regimes
2 under the AHTA. *See Armstrong v. Exceptional Child Ctr., Inc.*, 575 U.S. 320, 324–28
3 (2015); *Air Transp. Ass’n of Am. v. City of Los Angeles*, 844 F. Supp. 550, 559–63 (C.D.
4 Cal. 1994).

5 152. Plaintiffs are entitled to an order declaring that the Resolution per-landing fee
6 structure falls outside the reasonable-charge exception of 49 U.S.C. § 40116(e)(2) and
7 violates the Anti-Head Tax Act.

8 153. Plaintiffs are entitled to prospective declaratory and injunctive relief under
9 the statute.

10 **COUNT THREE**

11 **Declaratory Relief – Violation of the Dormant Commerce Clause**

12 154. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

13 155. The Dormant Commerce Clause prohibits state and local governments from
14 enacting measures that unduly burden interstate commerce. U.S. CONST. ART. I, § 8, cl. 3.

15 156. Under *Pike v. Bruce Church, Inc.*, 397 U.S. 137, 142 (1970), a facially neutral
16 regulation violates the Dormant Commerce Clause where “the burden imposed on such
17 commerce is clearly excessive in relation to the putative local benefits.” This balancing test
18 applies even to laws benefiting public entities. *United Haulers Ass’n v. Oneida-Herkimer*
19 *Solid Waste Mgmt. Auth.*, 550 U.S. 330, 346 (2007).

20 157. Aviation is quintessentially interstate. Flight-training programs at FFZ serve
21 students from across state lines, supply pilots to interstate and international air carriers, and
22 operate under uniform federal certification standards within an integrated national aviation
23 system.

24 158. CAE trains pilots for multiple interstate carriers, including American Airlines,
25 JetBlue, and Southwest Airlines.

26 159. Both Plaintiffs’ training operations depend on high-frequency aircraft
27 landings, standardized curricula, federally issued certifications, and mobile aircraft and
28 instructors.



1 160. The Resolution’s per-landing fee structure imposes a disproportionate burden
2 on interstate flight-training activity. It singles out fixed-wing aircraft performing training-
3 related landings for per-landing fees.

4 161. Fixed-wing flight-training operations—those most likely to serve out-of-state
5 students and support critical national pilot supply chains—bear exponentially higher costs
6 than other aeronautical users making comparable use of airport facilities.

7 162. The Resolution further plans for reductions in training activity; it authorizes
8 fee increases if operations decline, confirming that the fee is designed to change operational
9 behavior.

10 163. The landing fees will have an extreme and negative effect on interstate
11 commerce, for example by interrupting critical, interstate pilot supply chains, out-of-state
12 and international student pilot training, and interstate operations by flight schools.

13 164. The landing fee burdens interstate commerce. The City has not demonstrated
14 a legitimate local justification sufficient to outweigh this burden.

15 165. The City’s analysis of the fees imposed only pertain to total operational costs,
16 rather than costs tied to the based aircraft, landings in particular, or another metric.

17 166. The Resolution contains no cost-based analysis tying per-landing charges to
18 incremental runway maintenance or operational expenses and offers no showing that any
19 asserted benefit could not be achieved through less burdensome means.

20 167. Plaintiffs are entitled to an order declaring the Resolution unconstitutional
21 under the Dormant Commerce Clause of the United States Constitution.

22 **COUNT FOUR**

23 **Declaratory Relief – Violation of the Mesa Cite Code**

24 168. Plaintiff incorporates the foregoing paragraphs as if fully stated herein.

25 169. If the City of Mesa wants to amend its own City code, or adopt a new code,
26 like implementing new landing fees, it must pass an ordinance. *See* Mesa City Code, Section
27 210.
28



1 170. Under Title 9, Chapter 9 in the Mesa City Code, there are specific laws
2 dedicated to Falcon Field Airport and its operation.

3 171. Section 9-9-13 explains:

4 As the operator and proprietor of the airport, on behalf of the
5 citizens of the City, it is the policy and intent of the City
6 Council: 1. To operate the airport in a businesslike manner with
7 as little cost as possible to the taxpayer through the imposition
8 of fair and reasonable rentals, fees, and charges [and]. . . to
9 promote the utility, educational, and recreational aspects of
10 general aviation.

11 *See* Mesa City Code, Section 9-9-13 (emphasis added).

12 172. Resolution No. 12480 violates Section 9-9-13 because it violates the City’s
13 own metric for reasonableness and businesslike operation that promotes educational aspects
14 of general aviation.

15 173. The Resolution’s per-landing fee structure is not fair and reasonable within
16 the meaning of the Code.

17 174. The per-landing fee structure does not constitute a fair approximation of use
18 of airport facilities and therefore does not reflect a businesslike allocation of airport costs.

19 175. Defendant did not provide adequate data to support that the landing fees
20 charged are reasonable or a fair approximation of use of the Airport.

21 176. For flight-training schools, takeoffs and landings are not incidental—they are
22 the core of FAA-required curriculum, recurrent proficiency training, and safety-critical
23 pattern work.

24 177. A fee that treats each touch-and-go as a separate chargeable event transforms
25 routine training into a compounding charge untethered from any individualized impact on
26 airfield infrastructure.

27 178. The Resolution’s session-based exemption for rotorcraft training
28 demonstrates that the City recognizes counting each landing in high-frequency training
contexts does not fairly track “use” for compensatory purposes.



1 179. The landing fees are unjustly discriminatory against Plaintiffs, as well as
2 flight schools and other based fixed-wing aircraft conducting training exercises.

3 180. The landing fees operate in a manner that disfavors flight-training operations
4 and undermine the City’s codified policy of promoting general aviation and its educational
5 functions.

6 181. The Resolution’s revenue-stabilization feature—authorizing fee increases if
7 operations decline—confirms the charge is designed to stabilize revenue, rather than to
8 reflect fair and reasonable charges tied to airport use.

9 182. To implement the unreasonable landing fees detailed in the Resolution—
10 whether by adoption or amendment—Defendant was required to pass an ordinance.

11 183. Specifically, Section 210 details “Action Requiring an Ordinance” and states:

12 In addition to other acts required by law or by specific provision
13 of this Charter to be done by ordinance, those acts of the City
14 Council *shall be by ordinance* which:

15 (A) *Adopt or amend a City Code* or establish, alter, or abolish
16 any City department, office, or agency.

17 (B) Impose or provide for imposing a fine or other penalties.

18 (C) Regulate rates and fees charged by public utilities and fix
19 rates and fees for City-owned utilities.

20 (D) *Amend or repeal any ordinance previously adopted.*

21 Mesa City Code, Section 210 (emphasis added).

22 184. The City has not passed an ordinance in relation to the landing fees, but
23 instead adopted a resolution—Resolution 12480.

24 185. The City of Mesa, by its own terms, requires an ordinance when it seeks to
25 adopt of amend a City Code—or amend or repeal an existing code. *See* Mesa City Code,
26 Section 210.

27 186. A resolution is not a legislative act with the force of law where an ordinance
28 is required. *See Alpha, LLC v. Dartt*, 232 Ariz. 303, 306 (App. 2013) (finding that “The
Resolution was not a legislative act with the force of law” and “[t]here is a definite
distinction between an ordinance and a resolution of a governing body of a municipality.”)
(cleaned up).



1 187. Plaintiffs are entitled to an order declaring that the Resolution is not a
2 legislative act with the force of law because it is not an ordinance. Plaintiffs incorporate the
3 foregoing paragraphs as if fully set forth herein.

4 **COUNT FIVE**

5 **Declaratory Relief -Violation of Arizona Open Meeting Law, A.R.S. §§ 38-431 et seq.**

6 188. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

7 189. Arizona’s Open Meeting Law requires that all meetings of city councils be
8 conducted openly and that agendas “list the specific matters to be discussed, considered or
9 decided” at least twenty-four hours in advance. A.R.S. § 38-431.02.

10 190. The statute requires that agendas contain “such information as is reasonably
11 necessary to inform the public of the matters to be discussed or decided,” and the law is to
12 be construed in favor of openness. A.R.S. § 38-431.09.

13 191. Public bodies may only discuss and take legal action on matters listed on the
14 agenda or matters reasonably related thereto. *Id.*

15 192. Business transacted in violation of the Open Meeting Law is “null and void.”
16 A.R.S. § 38-431.05.

17 193. The March 23, 2026 City Council agenda listed the Resolution as a consent-
18 agenda item described only as: “Modifying fees and charges for Falcon Field Airport.
19 (Citywide).”

20 194. This description did not expressly reference “landing fees” or indicate that an
21 entirely new category of per-landing charges—applicable to multiple aircraft classes, with
22 detailed exemptions, delegated adjustment authority, and estimated annual fiscal impact of
23 \$2,894,770—would be adopted.

24 195. The adoption of a novel, economically significant landing-fee regime under a
25 generic agenda label that could equally describe minor administrative fee adjustments did
26 not provide the public with information “reasonably necessary to inform the public of the
27 matters to be discussed or decided.” A.R.S. § 38-431.09.

28



1 196. Moreover, the agenda hyperlink directed the reader to the City’s Legistar
2 system, which in turn contained separate links to the City Council’s Report, the Resolution,
3 and a presentation. Only within those multi-layered attachments was the landing-fee
4 proposal identified.

5 197. Requiring members of the public to navigate through multiple layers of links
6 and parse technical documents to discover that a new per-landing fee regime was at issue
7 undermines the Open Meeting Law’s requirement that the agenda itself contain information
8 reasonably necessary to inform the public.

9 198. The deficiency here is substantive—a failure to inform the general public of
10 the specific action to be taken—not merely a technical deviation.

11 199. Indeed, the purpose was to impose a new landing fee as opposed to modifying
12 existing fees.

13 200. The City’s limited pre-meeting outreach to aeronautical users and airport
14 tenants does not satisfy the Open Meeting Law’s requirement that the agenda provide
15 adequate public notice, because the statute protects the right of all members of the public to
16 be informed, not only identified stakeholders. A.R.S. § 38-431.01.

17 201. Plaintiffs are therefore entitled to declaratory and injunctive relief that the
18 Resolution is null and void because it violates Arizona Open Meeting law.

19 **COUNT SIX**

20 **Declaratory Relief – Violation of the Arizona Constitution Article IX Section 25**

21 202. Plaintiff incorporates the foregoing paragraphs as if fully set forth herein.

22 203. On March 23, 2026, the City Council approved a new “fees and charges for
23 services provided by Falcon Field Airport” through the Resolution, including landing fees
24 on flight schools like Plaintiffs CAE and Thrust.

25 204. Arizona voters approved Proposition 126 in November 2018, amending the
26 Arizona Constitution to provide the following:

27 The state, any county, city, town, municipal corporation, or
28 other political subdivision of the state, or any district created by



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Phoenix, AZ 85004

WOMBLE BOND DICKINSON



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law with authority to impose any tax, fee, stamp requirement, or other assessment, *shall not impose or increase* any sales tax, transaction privilege tax, luxury tax, excise tax, use tax, or any other transaction-based tax, *fee*, stamp requirement or assessment on the privilege to engage in, or the gross receipts or sales or gross income derived from, *any service performed in this state*. This section does not repeal or nullify any tax, fee, stamp requirement, or other assessment in effect on December 31, 2017.

Ariz. Const. art. IX § 25 (emphasis added).

205. The term “service” includes a broad range of covered enterprises, including taxing activities that do not produce “goods.” It includes, but is not limited to, useful labor that does not produce a tangible commodity.

206. The Resolution itself states that the “fees and charges” the City seeks to implement at Falcon Field are for “services provided by Falcon Field Airport. . . .” See Resolution No. 12480.

207. The Resolution’s imposition of fees for services provided by Falcon Field Airport is an increase in fees on services within the meaning of Article IX § 25 of the Arizona Constitution.

208. As flight schools that operate and trains at Falcon Field Airport, Plaintiffs’ student-pilots will partake in many landings and will continue to do so, and Plaintiffs are therefore subject to the wrongful implementation of the new landing fees for services at Falcon Field Airport.

209. The Resolution violates Article IX § 25 of the Arizona Constitution.

210. Plaintiffs CAE and Thrust are entitled to declaratory and injunctive relief with respect to the imposition of fees on services under the Resolution.

COUNT SEVEN

Injunctive Relief

211. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

212. Because the Resolution violates the United States Constitution, the Arizona Constitution, state law, and the Mesa City Code, Plaintiffs are entitled to preliminary and

1 permanent injunctive relief enjoining Defendant from implementing and enforcing the
2 Resolution.

3 213. Plaintiffs will suffer irreparable harm from enforcement of the Resolution,
4 including, but not limited to, the disruption of training pipelines serving out-of-state
5 students and interstate air carriers, the loss of intangible goodwill, the termination of student
6 enrollments, and reputational harm.

7 214. Plaintiffs will suffer immediate and irreparable injury if Defendant is not
8 enjoined from enforcing the Resolution because Plaintiffs will be forced to either relocate,
9 cease operations, or absorb unlawful costs.

10 215. Once those steps occur, they cannot be undone even if Plaintiffs ultimately
11 prevail.

12 216. The balance of hardships tips in Plaintiffs' favor because an injunction would
13 maintain the status quo, delaying enforcement while legality is resolved, whereas the failure
14 to issue relief would cause permanent displacement and harm.

15 217. The public interest is served by preventing enforcement of potentially
16 unlawful governmental action and by maintaining stable, federally regulated aviation-
17 training infrastructure.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiffs respectfully request:

- 20 A. An order declaring Resolution No. 12480 preempted by federal law under the
21 Supremacy Clause of the United States Constitution;
- 22 B. An order declaring Resolution No. 12480's per-landing fee structure in
23 violation of the Anti-Head Tax Act, 49 U.S.C. § 40116;
- 24 C. An order declaring Resolution No. 12480 unconstitutional under the Dormant
25 Commerce Clause of the United States Constitution;
- 26 D. Plaintiffs are entitled to an order declaring that the Resolution is not a
27 legislative act with the force of law because it violates of Mesa City Codes
28 Section 210 and 9-9-13;



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- E. An order declaring the adoption of Resolution No. 12480 null and void for violation of Arizona’s Open Meeting Law, A.R.S. §§ 38-431 *et seq.*;
- F. An order declaring Resolution No. 12480’s is unconstitutional under Article IX § 25 of the Arizona Constitution;
- G. A preliminary and permanent injunction enjoining Defendant, and its officers, agents, servants, employees, attorneys, and all persons acting in concert or participation with them, from enforcing Resolution No. 12480 against Plaintiffs;
- H. Such other and further relief as this Court deems just and proper.

DATED this 11th day of May, 2026.

WOMBLE BOND DICKINSON (US) LLP

By: /s/ Todd Feltus
 Todd Feltus
 Yalda Godusi Arellano
 Katerina Grainger

Attorneys for Plaintiffs CAE Aviation Academy Phoenix LLC and Thrust Flight Properties LLC

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VERIFICATION

I have read the foregoing Verified Complaint, and I am familiar with the matters and things herein alleged. I declare under penalty of perjury that the foregoing is true and correct. As to those matters stated upon information and belief, I believe them to be true.

David Morse

CAE Aviation Academy Phoenix LLC

[David Morse, Director of Operations]

Executed on May 11, 2026.

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VERIFICATION

I have read the foregoing Verified Complaint, and I am familiar with the matters and things herein alleged. I declare under penalty of perjury that the foregoing is true and correct. As to those matters stated upon information and belief, I believe them to be true.



Thrust Flight Properties, LLC

Patrick Arnzen, CEO

Executed on May 11, 2026.

Civil Cover Sheet

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the District of Arizona.

The completed cover sheet must be printed directly to PDF and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s): CAE Aviation Academy Phoenix LLC , ; Thrust Flight Properties, LLC , ;

Defendant(s): City of Mesa , ;

County of Residence: Maricopa

County of Residence: Maricopa

County Where Claim For Relief Arose: Maricopa

Plaintiff's Atty(s):

Defendant's Atty(s):

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IFP REQUESTED

REMOVAL FROM COUNTY, CASE #

II. Basis of Jurisdiction:

3. Federal Question (U.S. not a party)

III. Citizenship of Principal Parties(Diversity Cases Only)

Plaintiff:-

N/A

Defendant:-

N/A

IV. Origin :

1. Original Proceeding

V. Nature of Suit:

890 Other Statutory Actions

VI.Cause of Action:

Declaratory Relief

VII. Requested in Complaint

Class Action:

No

Dollar Demand:

VIII. This case **is not related** to another case.

Signature: /s/ Todd Feltus

Date: 05/11/2026

If any of this information is incorrect, please go back to the Civil Cover Sheet Input form using the *Back* button in your browser and change it. Once correct, save this form as a PDF and include it as an attachment to your case opening documents.

Revised: 01/2014