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8 and Jonathan Ornstein

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

11	MESA AIR GROUP, INC., a Nevada)	Case No.
12	corporation; JONATHAN ORNSTEIN, an)	
13	individual,)	COMPLAINT
14)	
	Plaintiffs)	
15	vs.)	
16	PLANEBUSINESS, L.L.C., a Louisiana)	
17	corporation; HOLLY HEGEMAN, an)	
18	individual; JOHN DOE HEGEMAN, an)	
19	individual,)	
)	
	Defendants.)	

20
21 Plaintiffs Mesa Air Group, Inc. ("Mesa Air") and Jonathan Ornstein ("Ornstein")
22 ("Mesa Air" and "Ornstein" are collectively referred to as "Plaintiffs"), for their
23 complaint, allege as follows:

24 **NATURE OF THE ACTION**

25 1. This is a complaint for defamation, false light invasion of privacy, and
26 tortious interference with business relations. The claims arise out of Defendants'
27 wrongful use of the Internet to disseminate false and defamatory information regarding
28 Plaintiffs.

1 **PARTIES**

2 2. Plaintiff Mesa Air is a Nevada corporation, with its principal headquarters
3 in Maricopa County, Arizona.

4 3. Plaintiff Ornstein is the Chief Executive Officer of Mesa Air.

5 4. Upon information and belief, Defendant PlaneBusiness, LLC
6 (“PlaneBusiness”) is a Louisiana corporation with its headquarters in Louisiana.

7 5. Upon information and belief, Defendant Holly Hegeman owns and operates
8 PlaneBusiness.

9 6. Upon information and belief, Defendants Holly Hegeman and John Doe
10 Hegeman are husband and wife (“Hegeman”) (“Hegeman” and “PlaneBusiness” are
11 referred to collectively as “Defendants”), and the actions alleged herein were for the
12 benefit of their marital community.

13 **JURISDICTION**

14 7. This court has jurisdiction over the subject matter and the parties pursuant
15 to A.R.S. § 12-123.

16 8. Venue is proper in Maricopa County, Arizona pursuant to A.R.S. § 12-401.

17 **GENERAL ALLEGATIONS**

18 9. Mesa Air is a holding company whose principal subsidiaries operate as
19 regional air carriers providing scheduled passenger and airfreight services, or as
20 companies primarily supporting its operating airlines.

21 10. Mesa Air’s passenger revenues are principally derived from code share
22 agreements with its respective business partners, including: Delta Air Lines, Inc. (“Delta
23 Air Lines”); United Airlines, Inc. (“United Airlines”); and US Airways, Inc. (“US
24 Airways”).

25 11. Mesa Air also carries freight and express packages on its passenger flights,
26 has interline small cargo freight agreements with may other carriers, has contracts with
27 the U.S. Postal Service for carriage of mail, and occasionally operates charter flights.

28 12. Mesa Air launched an inter-island carrier, go!, on June 6, 2006.

1 13. Defendants publish Plane Business Banter, a direct e-mail publication that
2 focuses upon the airline industry. Plane Business Banter is distributed and published
3 worldwide, including in Maricopa County, Arizona.

4 14. Defendants operate Planebusiness.com and Planebuzz.com, websites
5 focusing on the business and financial aspects of the airline industry. Planebusiness.com
6 and Planebuzz.com are published worldwide, including in Maricopa County, Arizona.

7 15. On or about September 25, 2007, Defendants published injurious,
8 unfounded allegations that Mesa Air and/or its officers engaged in criminal conduct in
9 connection with litigation currently pending in Hawaii state court between Mesa Air and
10 Hawaiian Airlines ("Hawaii Action"). A true and correct copy of this improper and
11 unlawful publication is attached hereto as Exhibit A and filed under seal with the Court.

12 16. On or about September 25, 2007, Defendants published injurious,
13 unfounded allegations calling into question the integrity and reputation of Mesa Air's
14 officers.

15 17. On or about September 25, 2007, Defendants published injurious,
16 unfounded allegations concerning Plaintiff Ornstein. A true and correct copy of this
17 improper and unlawful publication is attached hereto as Exhibit B and filed under seal
18 with the Court.

19 18. On or about September 26, 2007, Defendants published injurious,
20 unfounded allegations that Mesa Air and its officers engaged in criminal conduct. A true
21 and correct copy of this improper and unlawful publication is attached hereto as Exhibit
22 C and filed under seal with the Court.

23 19. On or about September 27, 2007, Defendants published further injurious,
24 unfounded allegations that Mesa Air had violated Sarbanes-Oxley disclosure
25 requirements. A true and correct copy of this improper and unlawful publication is
26 attached hereto as Exhibit D and filed under seal with the Court.

27 20. On or about September 27, 2007, Defendants further published injurious,
28 unfounded allegations concerning Plaintiff Ornstein. A true and correct copy of this

1 improper and unlawful publication is attached hereto as Exhibit E and filed under seal
2 with the Court.

3 21. On or about October 3, 2007, Defendants published injurious, unfounded
4 allegations calling into question the intelligence and business capacity of Mesa Air's
5 officers, including, but not limited to, Plaintiff Ornstein. A true and correct copy of this
6 improper and unlawful publication is attached hereto as Exhibit F and filed under seal
7 with the Court.

8 22. These false and injurious statements are not the first time that Defendants
9 have engaged in the improper and unlawful publication of unlawful and injurious
10 statements against Plaintiffs. Instead, upon information and belief, Defendants have
11 engaged in a course of conduct that is purposefully designed to injure Plaintiffs and
12 intentionally interfere with Mesa Air's business expectancies and opportunities based
13 upon the continued publication of false and injurious statements.

14 23. On or about October 16, 2007, pursuant to A.R.S. § 12-653.03, Plaintiffs
15 requested a prompt and full retraction of the above-referenced statements, which
16 Defendants have refused to provide.

17 24. Plaintiffs have sustained economic injury and continues to be damaged, as a
18 direct result of Defendants' groundless, inaccurate and injurious statements.

19 **COUNT I**

20 **(Defamation *Per Se*)**

21 25. Plaintiffs re-allege and fully incorporate herein by reference all allegations
22 contained above.

23 26. Defendants published statements about Plaintiffs that were materially false
24 and that materially impugned Mesa Air's business integrity and reputation.

25 27. Defendants published the false statements with actual malice.

26 28. Defendants failed to retract the false statements within the statutory time
27 period prescribed in A.R.S. § 12-653.03.
28

1 46. Defendants knew that Mesa Air derives the majority of its business revenue
2 through its contractual relationship with its business partners Delta Air Lines, United
3 Airlines, and US Airways.

4 47. Defendants also knew that Mesa Air derives significant business revenue
5 from its contracts with other business partners, including the United States Postal Service
6 and other parcel delivery companies.

7 48. Defendants also knew that Mesa Air has contractual relationships with its
8 workforce, namely the pilots and flight attendant unions.

9 49. Defendants' false statements negatively impacted Mesa Air's relationships
10 with its business partners and employees. Defendants' false statements also negatively
11 impacted the potential success of Mesa Air's inter-island carrier, go!.

12 50. Defendants made the false statements with actual malice.

13 51. As a direct and proximate result of the wrongful acts described herein,
14 Mesa Air sustained and continues to sustain immediate and irreparable harm and injury
15 including, but not limited to, substantial losses in revenues, loss of profits, loss of
16 goodwill, loss of business relations with existing and future business prospects, and loss
17 of competitive business advantage, opportunity, and/or expectancy.

18 52. Mesa Air has no adequate remedy at law.

19 53. There is a substantial risk that Defendants will continue to irreparably
20 injure Mesa Air unless they and others acting in concert with them are preliminarily
21 and/or permanently enjoined from making further false and injurious statements
22 concerning Mesa Air and its officers, among other things.

23 54. Unless Defendants' wrongful acts described herein are preliminarily and/or
24 permanently enjoined, Mesa Air will continue to sustain immediate and irreparable harm
25 and injury.

26 55. In the alternative and in addition to the irreparable harm and injury
27 described herein, upon information and belief, as a direct and proximate cause of
28 Defendants' wrongful acts described herein, Mesa Air has suffered economic injury.

