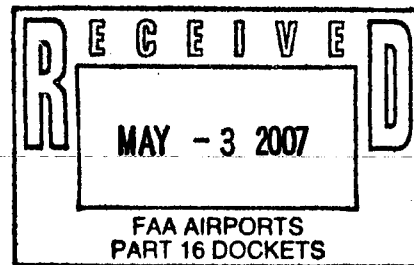


BEFORE THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C.



Joint Complaint of)
)
 Northwest Airlines, Inc.)
 Delta Air Lines, Inc.)
 AirTran Airways, Inc.)
)
 v.)
)
 Indianapolis Airport Authority)
 Indianapolis International Airport,)
 BAA-Indianapolis LCC)
)
 pursuant to 14 C.F.R. Part 16)
)

FAA Docket No. 16-07-04

**MOTION OF SOUTHWEST AIRLINES CO.
TO JOIN COMPLAINT AS A JOINT COMPLAINANT**

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May 4, 2007

**BEFORE THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
WASHINGTON, D.C.**

Joint Complaint of)	
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Northwest Airlines, Inc.)	
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)	
Indianapolis Airport Authority)	
Indianapolis International Airport, BAA-Indianapolis LCC)	
)	
pursuant to 14 C.F.R. Part 16)	
)	

**MOTION OF SOUTHWEST AIRLINES CO.
TO JOIN COMPLAINT AS A JOINT COMPLAINANT**

Pursuant to 14 C.F.R. § 16.19, Southwest Airlines Co. ("Southwest") hereby moves to join the Complaint filed on April 13, 2007 by Northwest Airlines, Inc. ("Northwest"), Delta Air Lines, Inc. ("Delta"), and AirTran Airways, Inc.¹ ("the Joint Complaint") against the Indianapolis Airport Authority ("IAA"), Indianapolis International Airport ("IND"), and BAA-Indianapolis LCC ("BAA-IND") (collectively, the "Respondents") for violations of 49 U.S.C. § 47101 *et. seq.*, and Grant Assurances 22, 23, and 24, the FAA's Policy regarding Airport Rates and Charges, 61 Fed. Reg. 31944 (June 21, 1996) ("FAA's Airport Rates/Charges

¹ Continental filed a Motion to join the Complaint as a Joint Complainant on April 20, 2007. On May 1, 2007 the Respondents filed an answer stating that they do not object to the grant of Continental's motion. The motion is currently pending.

Policy”), and the FAA’s Policy and Procedures on the Use of Airport Revenue, 64 Fed. Reg. 7696 (February 16, 1999) (“FAA’s Airport Revenue Diversion Policy”).

In support of this Motion, Southwest states as follows:

1. Southwest incorporates by reference the entirety of the Joint Complaint and its exhibits.

2. Southwest is a U.S. certificated air carrier, headquartered in Dallas, Texas, providing scheduled passenger air service to airports throughout the United States, including IND. Southwest has served IND since 1989 and currently offers 16 daily nonstop flights to eight cities. Southwest is a signatory carrier at IND.

3. Southwest has standing to join the Joint Complaint as a Joint Complainant. Southwest is, and will be, directly and substantially affected by IAA’s violations because it (i) is a signatory carrier at IND, (ii) currently provides daily scheduled passenger flights to and from IND, (iii) pays landing fees, lease charges, and other costs comprising the airfield cost center at IND, and (iv) under the residual rate-setting methodology will be forced to pay higher landing fees to IAA than it otherwise would have paid in the absence of the Landing Fee Rent Credits given to FedEx as described in the Joint Complaint.

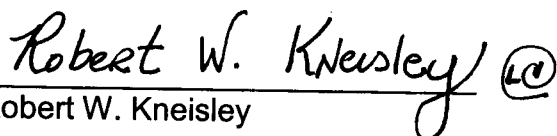
The rental credit formula – potentially worth tens of millions of dollars over a 20-year period, made available to only one airline to develop exclusive use space – is the crux of the air carriers’ Joint Complaint and the reason that Southwest joins in the stated concerns that this agreement violates federal law and DOT policy.

4. In accordance with 14 C.F.R. § 16.21(b), Southwest certifies that it has made substantial and reasonable good faith efforts to resolve the disputed matter informally prior to this filing and there appears no reasonable prospect for timely resolution of this dispute. Those efforts and the lack of prospect for resolution are detailed in paragraphs 40-44 of the Joint Complaint and in the Declaration of Erin L. Heitkamp (Exhibit 3 to the Joint Complaint). As a signatory carrier at IND, Southwest is a member of the Indianapolis Airport Airline Affairs Committee ("AAAC"), chaired by Ms. Heitkamp, and a Southwest properties manager has actively participated in the AAAC's efforts to resolve this matter informally before filing this Motion.

5. Southwest's participation as a Joint Complainant will not prejudice the Respondents because Southwest envisions filing only unified pleadings with the other Joint Complainants in this case. The Respondents noted the fact that Continental plans to file such unified pleadings as one of the reasons for not objecting to Continental's participation as a Joint Complainant.

WHEREFORE, Southwest hereby moves to join the Joint Complaint as a Joint Complainant.

Respectfully submitted,

 Robert W. Kneisley

May 4, 2007