

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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FRIENDS OF THE EAST HAMPTON AIRPORT, INC.,
ANALAR CORPORATION, ASSOCIATED AIRCRAFT
GROUP, INC., ELEVENTH STREET AVIATION LLC,
HELICOPTER ASSOCIATION INTERNATIONAL, INC.,
HELIFLITE SHARES LLC, LIBERTY HELICOPTERS,
INC., SOUND AIRCRAFT SERVICES, INC. and
NATIONAL BUSINESS AVIATION ASSOCIATION, INC.,

15 CV 2246 (JS)
(ARL)

Plaintiffs,

-against-

THE TOWN OF EAST HAMPTON,

Defendant.

ORDER
PROPOSED
FINAL
JUDGMENT AND
PERMANENT
INJUNCTION

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Having reviewed the Second Circuit’s decision in *Friends of the East Hampton Airport, Inc. v. The Town of East Hampton*, Nos. 15-2334-cv, 15-2465-cv, 2016 WL 6543356 (2d Cir. Nov. 4, 2016), as to which the United States Supreme Court has denied Defendant’s petition for a writ of certiorari, the Court finds that the Second Circuit’s opinion is dispositive of Plaintiffs’ claims for declaratory and injunctive relief and, without objection, enters this FINAL JUDGMENT and PERMANENT INJUNCTION.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Because Defendant enacted Sections 75-38 and 75-39 of the Town of East Hampton Code without complying with the procedures of 49 U.S.C. § 47524, Sections 75-38 and 75-39 are preempted by federal law and are therefore unenforceable.
2. Defendant and its agents are permanently enjoined from enforcing Local Laws Nos. 3, 4, and 5 of 2015, each adopted on April 16, 2015, as amended by Local Law No. 7

of 2015, adopted on May 7, 2015 (currently codified at Sections 75-38 and 75-39 of the Town of East Hampton Code) unless and until Defendant complies with the requirements of 49 U.S.C. § 47524 as currently enacted or, if the statute is subsequently amended, as amended.

3. The Court shall retain jurisdiction to enforce the terms of the permanent injunction.
4. The parties shall pay their own costs and attorney's fees.

Dated: *Aug. 7, 2017*
Central Islip, New York

/s/ JOANNA SEYBERT
Joanna Seybert
United States District Judge