

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

EUGENE HASENFUS, et al.

Plaintiffs,

v.

RICHARD SECORD, et al.

Defendants.

No. 88-1841
CIV-ATKINS

KASANEE SAWYER, et al.

Plaintiffs,

v.

RICHARD SECORD, et al.

Defendants.

No. 88-1850
CIV-ATKINS

AFFIDAVIT OF JOHN F. PIOWATY

I, John F. Piowaty, upon penalty of perjury, state on personal knowledge as follows:

1. My current mailing address is: c/o American
80607A 34038
Embassy Line, APO Miami 34032
870 870

2. I served in the United States Air Force from June 1954 until January 1982. From 1963 until I

retired, I served as a pilot and retired with the rank of Lt. Colonel.

3. During my military service, I flew ~~the C-123~~ ^{fighter and trainer} aircraft.
4. In January 1986, I spoke with Richard Gadd and learned of the opportunity to fly in the Contra resupply program. On or about April 20, 1986, I was employed.
5. I was informed by Richard Gadd that I was employed as an independent contractor. I signed an Independent Contractor Agreement with Corporate Air Services and was paid by wire transfer from Corporate Air Services. Wallace "Buz" Sawyer, Jr. and Eugene Hasenfus signed the same form of agreements and were paid the same way.
6. Copies of the Independent Contractor Agreement which was signed by all the crew members were available to Sawyer and Hasenfus in our team house in El Salvador.
7. In or about May 1986, I became one of the managers of the Contra resupply flight operation based in

El Salvador. I was informed of all matters relating to flight operations and maintenance of equipment. Instructions came from Richard Gadd or Robert Dutton. No instructions, directions or orders ever came from Southern Air Transport. Southern Air Transport was itself a contractor which was, from time to time, requested to perform certain commercial tasks such as assisting in procuring parts. Southern Air did not operate or control, or, indeed, have anything to do with the flight operations nor did Southern Air operate or control the warehouse and equipment shed at Ilopango Air Force Base. Southern Air did not pay our salaries. All of us were paid by Corporate Air Services by wire transfer to our designated bank accounts.

8. There is no defense system available that could protect a C-123 from a heat-seeking missile.
9. Both of the C-123 aircraft were airworthy. They were appropriate aircraft for the flights into Nicaragua. No member of any crew was obligated to take-off if he believed an aircraft was unsafe. To the contrary, it was a pilot's responsibility

not to take off and fly if he believed that the aircraft was unsafe.

10. I, and all the other members of flight crews, were told that flying into Nicaragua to deliver weapons in daylight was extremely hazardous and exposed us to substantial risk of death, serious injury and capture. It was because of this risk that we were paid an additional \$750,000 for each flight over the border.

11. On or about December 6, 1986, I personally delivered \$6,000 in cash to Sally Hasenfus in Miami. I advised Sally that these funds were payments under Eugene Hasenfus' contract for salary of \$3,000 for November and \$3,000 for December 1986. This money did not come from the other crew members. I did not say to Sally Hasenfus, or in any way suggest to her, that the money came from Eugene Hasenfus' co-workers in Central America. I picked up the money from Southern Air Transport's office. I understood that those who were financing the Contra resupply operation provided the money to Southern Air and asked Southern Air to give it to me to give to Sally.

12. Following Eugene Hasenfus' capture, I gathered up all his personal belongings and brought them to Miami on October 11, 1986. I gave them to Jim Steveson, another Corporate Air employee, who shipped them to Sally. None of Hasenfus' papers were removed, altered or destroyed.

6 October 1989
Date

John F. Piowaty
John F. Piowaty

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