

URGENT matter in *Preitz v. APA* (Case No. 17-cv-01166-MSG), Injunctive relief maybe necessary.

Dear Honorable Judge Goldberg,

By way of background, Allied Pilots Association (“APA”) is an unincorporated labor organization representing the pilots of American Airlines (“American”) and headquartered in Fort Worth, Texas. APA has three National Officers and a Board of Directors (“BOD”) comprised of 22 members with one chairman and vice-chairman from the 11 existing pilot domiciles or bases. American currently employees approximately 15,000 pilots who are scattered across the United States at the various domiciles.

At the heart of Plaintiff’s duty of fair representation (“DFR”) claims against the APA is the Dallas domicile grievance 12-012 (“Dallas base grievance”) which remains pending and which APA and American have mutually placed in abeyance, every six months, for almost seven years and done so in direct violation of the collective bargaining agreement (“CBA”) which has a 28 month time limit from the filing date. This I allege is DFR violation to protect my seniority and employment. The grievance concerns violations of, *inter alia*, seniority reinstatement and no notice termination of a class of approximately 250 Medically Disabled Dropped (“MDD”) pilots who have been out more than five years, all similarly situated to me (attached as Exhibit A). Your honor’s Motion to Dismiss Order (Doc 29 at 38, filed 06/25/18) noted that the Dallas base grievance remains pending and cited “rays of hope” from *Bensel v. Allied Pilots Association*, 387 F.3d at 305 (3d Cir. 2004) (Doc 29 at 29). Essentially, the six-month statute of limitations does not commence as long as the union purports to continue to represent an employee and remedy the cause of the employee’s dissatisfaction.

It has come to the Plaintiff’s attention that APA is attempting to eliminate the Dallas base grievance through current mediated settlement negotiations with MDD pilot Andrea B. Twitchell (*Twitchell v. APA*. Case No. 16-cv-00493-DCB, U.S. Dist. Court of AZ). In 2016 Twitchell brought DFR claim(s) against APA concerning the Dallas base grievance. APA’s position in the case at bar, which APA reiterated during a 4/12/2019 meet and confer, is the grievance does not pertain to the Plaintiff and the “underlying facts” only apply to Twitchell as the sole affected pilot. Plaintiff strongly disagrees with APA’s position and such a position is false based on the record facts both here and elsewhere. The facts surrounding the grievance in part include:

- The 2012 grievance in part reads “on behalf of all DFW-based [Dallas] pilots...”;
- Concerning the grievance, the APA’s “03-04-14” Proof of claim documents filed in American’s bankruptcy in part reads “Affected Pilots Andrea B. Twitchell [Twitchell’s address omitted] **And any other** DFW-based pilot(s) who was not reinstated to the Pilots’ Seniority System List or was not provided notice of termination prior to terminating employment status of the pilot who had been on inactive status, unpaid sick, or disability for more than five years.” (**Emphasis added**). *AMR [American Airlines] Corporation, et al.*, U.S. States Bankruptcy Court S. Dist. of NY, Chapter 11 Case No. 11-15463 (SHL) (Attached as Exhibit B);
- Dallas domicile chairman who signed the grievance, Arthur “Rusty” McDaniels, testified in the November 28, 2016, nonjury trial that the grievance is in fact system-wide. *Emery v. APA* (S. Dist. of FL, Case No. 14-cv-80518-DTKH) (Attached as Exhibit C);

- APA attorney Mark Myers was deposed, December 2015, and testified “These two issues [Dallas and LaGuardia domicile grievances] were - - were systemic – system-wide, and so arguably the would – they would apply system-wide.”, and “It [Dallas base grievance] was filed on behalf of the base. It has not been converted to any individual grievance **nor has any one pilot been represented as – as the – the representative pilot.**” (Emphasis added). *Emery v. APA* (S. Dist. of FL, Case No. 14-cv-80518-DTKH) (Attached as Exhibit D);

- American’s January 2, 2013, Objection to MDD pilot Lawrence Meadows’ motion demonstrates that American considers the grievance system-wide because they applied it to Meadows, a Miami domiciled pilot. The motion in part reads “the APA filed a grievance (DFW [Dallas] Domicile Grievance No.) (the “**APA Grievance**”) on behalf of Meadows and certain other DFW-based pilots that had been terminated because of the Five-Year Rule, asserting that they had not received adequate notice of their termination. The APA Grievance is pending.” *AMR [American Airlines] Corporation, et al.*, U.S. States Bankruptcy Court S. Dist. of NY, Chapter 11 Case No. 11-15463 (SHL), Doc 5926, pg. 4 at 1 (Attached as Exhibit E). Of note, the CBA contains no “Five-Year Rule”;

- Plaintiff’s Count IV seeks a judicial ruling of the Dallas base grievance (Doc 9-1, pg. 77.

Plaintiff fears that APA is attempting to subvert his claims, and other MDD pilots, by secretly attempting to eliminate the Dallas base grievance through a settlement with Twitchell and doing so without properly processing the grievance. A union violates its duty of fair representation (“DFR”) by not properly processing a grievance. From *Foust v. International Broth. of Elec. Workers* (10th Cir. 572 F.2d 710 (1978), 715) “Subsequently, in *Hines v. Anchor Motor Freight, Inc.*, 424 U.S. 554, 96 S.Ct. 1048, 47L.Ed.2d 231 (1976) the Supreme Court quoted with approval its prior discussion in *Vaca* [*Vaca v. Sipes*, 386 U.S. 171, 87 S.Ct. 903, 17 L.Ed.2d 842 (1967).] ... The Court cited *Vaca*, stating that the union cannot ignore a meritorious grievance or process it in a perfunctory manner. It ruled that the allegation contained in *Hines* stated a claim for breach of duty of fair representation...”

The CBA time limit for processing a grievance is 28 months, currently the Dallas base grievance is almost seven years pending. MDD pilot Emery brought a single claim against the APA. March 2017 in *Emery v. APA* (16-cv-80243-KAM, U.S. Dist. Court S. Dist. of FL) the Court denied APA’s motion to dismiss by stating “The Complaint alleges one count: that the APA breached its duty of fair representation in violation of the Federal Railway Labor Act, 45 U.S.C. § 151, et seq. (hereinafter “RLA”) in connection with her contractual grievances against American.” At the time Emery’s grievance had been pending for over eight years.

Plaintiff’s 1st Amended Complaint references two grievances which concern no notice terminations and other violations of MDD pilot’s contractual rights, the Dallas (12-012) and LaGuardia (11-054) domicile grievances.

APA secretly converted the LaGuardia base grievance to an individual grievance and eliminated it via a confidential settlement agreement for the benefit of only one MDD pilot, Rodney Charlson. The complaint at bar alleges this as a DFR violation and the grievance applies to me.

Through a reluctant discovery process a third grievance has emerged which is identical to the Dallas base grievance, the Chicago domicile grievance (12-105). As identical twins, the Chicago grievance is arguably system-wide (Attached as Exhibit F). However, the Chicago base

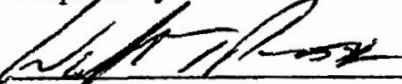
grievance was not resolved through the CBA grievance process. To the contrary, within two months of being written the grievance returned only one terminated disabled MDD pilot to the seniority list and active employment, Taze Burns. On February 6, 2016, American Airlines issued Burns a return to work letter, that same day APA issued a letter to American which stated the grievance was resolved and withdrawn on a no precedent basis. Taze Burns has stated that APA did not inform him the grievance was withdrawn on a no precedent basis, and he was unaware that any other MDD pilot benefited from it. Simply APA and American eliminated the grievance without resolving it through the CBA process, a grievance which arguably would benefit all affected pilots and reverse terminations and reinstate seniority.

Based on information from Twitchell the APA, without permission or agreement, has added wording to a revised settlement agreement which in part reads "Council for APA shall draft and deliver to Twitchell papers necessary to effectuate the withdraw and dismissal of EEOC charge No. 510-2016-02304 and Dallas Grievance No. 12-012." (**Emphasis added**). Twitchell stated APA General Council Jim Clark has attempted to sneak in wording that was not previously discussed or agreed to. Twitchell does not agree because the grievance is system-wide and affects hundreds of MDD pilots and DFR cases including the case at bar. **APA stated they will move to enforce the Twitchell agreement as revised.** APA's self-imposed settlement wording speaks for itself, APA is attempting to eliminate the only known and pending grievance which provides rays of hope to some 250 similarly situated MDD pilots including the Plaintiff.

I urgently bring this issue to the attention of your Honor as it speaks to the true character and motivation of the APA. Simply, APA has and continues to end run the CBA grievance process and in doing so allegedly violates their DFR by not properly processing grievances which include the most severe form of punishment, termination. APA eliminated two system-wide grievances which **in fact reversed** the termination and loss of seniority for only two MDD pilots: (1) Rodney Charlson with the LaGuardia base grievance, and (2) Taze Burns with the Chicago base grievance. Now APA is attempting to bury the only known and pending grievance, the Dallas base grievance. APA's motivation to eliminate these grievances appears to be: (1) the avoidance of DFR claims from other MDD pilots, (2) an unwillingness to pay approximately 250 MDD pilots four silos of equity distribution funds valued between \$15,000,000 and \$20,000,000, and (3) subverting Plaintiff's DFR claims by eliminating the only known grievance which provides him rays of hope.

I urgently and respectfully request that the situation be discussed at the upcoming discovery hearing on April 29, 2019, at which time an Injunction motion/order maybe necessary. Until that time I respectfully ask the Court to direct APA to cease their efforts to "effectuate the withdraw and dismissal" of the Dallas base grievance.

Respectfully submitted this 15th day of April 2019,



Wallace T. Preitz II (Pro se)
120 Suffield Court
Chalfont, PA 18914
(215) 796- 2499

cc: Jim Clark, Alex Nemiroff, Matt Taylor (attorneys for APA by email and regular mail)

CERTIFICATE OF SERVICE

I, Wallace T. Preitz II, pro se, hereby certify that I have caused a true and correct copy of the forgoing is being served on Defendants to be served via U.S. mail and electronic mail upon the following persons/parties on the date indicated below:

Allied Pilots Association
Alexander Nemiroff, Esquire
PA Bar No. 92250
Matthew Taylor
Attorney Id. No. 310104
Three Logan Square
1717 Arch Street, Suite 610
Philadelphia, PA 19103
(215) 717-4021 (Telephone)
(215) 693-6651 (Facsimile)

James P. Clark (*pro hac vice*)
jim@jpclarklaw.com
Attorney for Defendant

Date: April 15, 2019



Wallace T. Preitz II
120 Suffield Ct
Chalfont, PA 18914
Cell phone (215) 796-2499
Pro se

Exhibit A



O'Connell Building • 14600 Trinity Boulevard, Suite 500 • Fort Worth, TX 76155-2512 • 817.302.2272 • www.alliedpilots.org

May 22, 2012

VIA CERTIFIED MAIL, RETURN RECEIPT
REQUESTED # 7011 0470 0000 9113 1546

Captain John Hale
Vice President Flight
American Airlines, Inc.
P. O. Box 619617 MD851
DFW Airport, TX 75261-9617

Re: DFW Domicile Grievance No. 12-012

Dear Captain Hale:

Pursuant to the May 1, 2003, Agreement ("Agreement"), between American Airlines, Inc., and the airline pilots in its employ, as represented by Allied Pilots Association, the undersigned hereby file this grievance, on behalf of all DFW-based pilots protesting the Company's violation of Sections 11.D, Supplement F(1), and all other related sections of the Agreement as well as past practice, for failing to reinstate pilots to the Pilots' Seniority System List and for failing to provide pilots notice of termination prior to terminating employment status of pilots who have been on inactive status, unpaid sick, or disability for more than five years.

In accordance with Section 21.F.3 of the Agreement, I hereby elect to waive the Initial Hearing in this matter so that an Appeal Hearing can be held at the earliest possible date.

In addition, we request that the Company send a copy of all hearing notices and decisions rendered in this case to the undersigned and the Legal Department, Allied Pilots Association, 14600 Trinity Blvd., Suite 500, Fort Worth, TX 76155-2512.

Sincerely,

Captain Rusty McDaniels
Chairman - DFW

First Officer Russell Moore
Vice Chairman - DFW

cc: Ms. Reagan Heine, AA Specialist HR Ops Support (via Shelley Handman)
Captain Tom Kachmar, Grievance Coordinator – DFW
First Officer Neil Roghair, Negotiating Committee Chairman
Captain Frank McGill, Contract Compliance Committee Chairman
APA Legal Department (JBB)

Exhibit B

GCG Number: 7654080

Modified R 10 (GCG) (12-11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM																			
<p>Name of Debtor (Check Only One):</p> <table style="width:100%; border: none;"> <tr> <td style="width: 30%;"><input checked="" type="checkbox"/> American Airlines, Inc. (11-15464)</td> <td><input type="checkbox"/> Eagle Aviation Services, Inc. (11-15472)</td> </tr> <tr> <td><input type="checkbox"/> AMR Corporation (11-15465)</td> <td><input type="checkbox"/> Admirals Club, Inc. (11-15473)</td> </tr> <tr> <td><input type="checkbox"/> AMR Eagle Holding Corporation (11-15465)</td> <td><input type="checkbox"/> Business Express Airlines, Inc. (11-15474)</td> </tr> <tr> <td><input type="checkbox"/> American Airlines Realty (NYC) Holdings, Inc. (11-15462)</td> <td><input type="checkbox"/> Rom Air, Inc. (11-15475)</td> </tr> <tr> <td><input type="checkbox"/> American General Services, Inc. (11-15466)</td> <td><input type="checkbox"/> AA Real Estate Holding GP LLC (11-15476)</td> </tr> <tr> <td><input type="checkbox"/> PMA Investment Subsidiary, Inc. 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You may file a request for payment of an administrative expense according to 11 U.S.C. § 503 (other than a claim under 11 U.S.C. § 503(b)(4)) which is subject to a separate bar date of February 13, 2012.</small></p> <p>Name of Creditor (the person or other entity to whom the Debtor owes money or property): Allied Pilots Association</p> <p>Name and address where notices should be sent: ALLIED PILOTS ASSOCIATION 60 KESHUA R TAYLOR 1334 CONNECTICUT AVE NW WASHINGTON DC 20034 US</p> <p>Telephone number: 202 429 3000 E-mail: ktaylor@steele.com</p> <p>Name and address where payment should be sent (if different from above): Allied Pilots Association 14600 Trinity Boulevard, Suite 500 Fort Worth, TX 76155-2512</p> <p>Telephone number: 817.302.2272 E-mail: ktaylor@steele.com</p>	<input checked="" type="checkbox"/> American Airlines, Inc. (11-15464)	<input type="checkbox"/> Eagle Aviation Services, Inc. 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If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</small></p> <p><input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.</p> <p>Court Claim Number: 8331 (see attached) (if known)</p> <p>Filed on: July 13, 2012</p> <p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.</p>
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<p>1. Amount of Claim as of Date Case Filed (November 29, 2011): <u>See attached</u> (See instruction #1)</p> <p>If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.</p>																					
<p>2. Basis for Claim: <u>See attached</u> (See instruction #2)</p>																					
<p>3. Last four digits of any number by which creditor identifies Debtor: (See instruction #3)</p> <p>_____</p>	<p>3a. Debtor may have scheduled account as:</p> <p>_____</p> <p style="text-align: center;"><small>(See instruction #3a)</small></p>	<p>3b. Uniform Claims Identifier (optional):</p> <p>_____</p> <p style="text-align: center;"><small>(See instruction #3b)</small></p>																			
<p>4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.</p> <table style="width:100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>Nature of property or right of setoff:</p> <p>Describe: _____</p> <p>Value of Property: \$ _____</p> <p>Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)</p> </td> <td style="width: 50%; border: none;"> <p><input type="checkbox"/> Real Estate <input type="checkbox"/> Equipment</p> <p><input type="checkbox"/> Other</p> <p>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____</p> <p>Risk for perfection: _____</p> <p>Amount of Secured Claim: \$ _____</p> <p>Amount Unsecured: \$ _____</p> </td> </tr> </table>			<p>Nature of property or right of setoff:</p> <p>Describe: _____</p> <p>Value of Property: \$ _____</p> <p>Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)</p>	<p><input type="checkbox"/> Real Estate <input type="checkbox"/> Equipment</p> <p><input type="checkbox"/> Other</p> <p>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____</p> <p>Risk for perfection: _____</p> <p>Amount of Secured Claim: \$ _____</p> <p>Amount Unsecured: \$ _____</p>																	
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<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. (See instruction #5)</p> <table style="width:100%; border: none;"> <tr> <td style="width: 33%; border: none;"><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).</td> <td style="width: 33%; border: none;"><input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier - 11 U.S.C. § 507 (a)(4).</td> <td style="width: 33%; border: none;"><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Up to \$2,600* of deposits toward purchases, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).</td> <td style="border: none;"><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).</td> <td style="border: none;">Amount entitled to priority: \$ _____</td> </tr> </table> <p style="text-align: center;"><small>* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to rates commencing on or after the date of adjustment.</small></p>			<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier - 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).	<input type="checkbox"/> Up to \$2,600* of deposits toward purchases, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).	Amount entitled to priority: \$ _____													
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<p>6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)</p>																					

Modified B-18 (GCG) (12-11)

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: _____

8. Signatures (See instruction #8)
Check the appropriate box.

I am the creditor I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004.) I am a guarantor, surety, indorser, or other obligor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Pam Torell
Title: APR Secretary - Treasurer
Company: Allied Pilots Association

Address and telephone number (if different from notice address above):
14600 Trinity Boulevard, Suite 500
Fort Worth, TX 76155-2512

(Signature) Pam Torell (Date) 03.04.14

Telephone number: 817.302.2272 e-mail: _____

Penalty for presenting fraudulent claim: Fines of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their Court-appointed claims agent, GCG, Inc. ("GCG"), are not authorized to provide, and are not providing, you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY FIRST CLASS MAIL: AMR Corporation, et al., c/o GCG, P.O. Box 9852, Dublin, Ohio 43017-5752. IF BY HAND DELIVERY OR OVERNIGHT MAIL: AMR Corporation, et al., c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, Ohio 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL AND GOVERNMENTAL WAR DATES IS JULY 16, 2012 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim form

<p>Court, Name of Debtor, and Case Number: These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on November 29, 2011 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.</p> <p>A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.</p> <p>Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid e-mail address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the Court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).</p> <p>1. Amount of Claim as of Date Case Filed: State the total amount owed to the creditor on the date of the bankruptcy filing (using the exchange rate, if applicable, as of the Commencement Date.) Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.</p> <p>2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.</p> <p>3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.</p> <p>3a. Debtor May Have Scheduled Account At: Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.</p> <p>3b. Uniform Claim Identifier: If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.</p>	<p>4. Secured Claim: Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.</p> <p>5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a): If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.</p> <p>6. Credits: An authorized signature on this proof of claim serves as an acknowledgment that, when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.</p> <p>7. Documents: Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.</p> <p>8. Date and Signature: The individual completing this proof of claim must sign and date it. FRBP 2011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes Courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a service, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.</p>
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UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
AMR CORPORATION, <i>et. al.</i> ,	Case No. 11-15463 (SHL)
Debtors.	Jointly Administered

**ATTACHMENT TO AMENDED PROOF OF CLAIM SUBMITTED BY ALLIED
PILOTS ASSOCIATION ON ITS OWN BEHALF AND ON BEHALF OF ITS
INDIVIDUAL MEMBERS**

The Allied Pilots Association ("APA") is the exclusive collective bargaining representative of the pilots employed by American Airlines, Inc. ("American" or "Debtor"). This Amended Proof of Claim is made and submitted on behalf of the APA itself, as well as each individual member pilot.

BACKGROUND

APA is an unincorporated association and labor union. It is the certified collective bargaining representative, under the Railway Labor Act, for airline pilots employed by American Airlines. On July 13, 2012, APA filed, on its own behalf and on behalf of its individual members, Proof of Claim #8331 against Debtor (the "Original Proof of Claim"). In the Original Proof of Claim, APA asserted claims, among others, on behalf of itself and its member pilots, for (i) claims related to the freeze of the pension plan, (ii) claims related to scope changes, (iii) claims related to Other Changes to Rates of Pay, Rules and Working Conditions and (iv) claims related to grievances involving APA and/or its member pilots that arise from conduct or breaches of the 2003-2008 CBA (including the Supplemental Agreements), other separate agreements between APA and American or violations of the RLA's status quo provisions which occurred prior to the petition date, including certain listed litigation claims.

On November 16, 2012, APA and Debtor entered into a Letter of Agreement providing for, among other things, the settlement of claims of APA, on behalf of itself or the pilots represented by APA, against Debtor. The “APA Settlement Consideration fully, finally and completely extinguishes any and all claims, interest, causes or demands (including any and all pending grievances, excluding those grievances identified on Exhibit I).”¹ Section I of the Letter of Agreement also provided that the settlement did “not encompass or extinguish the following claims related to these specific grievances or lawsuits: American Airlines, Inc. v. Allied Pilots Ass’n, No. 4:12-cv-00083-Y (N.D. Tex.); Canada v. American Airlines, Inc., et al., No. 3:09:0127 (M.D. Tenn.), Case No. 10-6131 (6th Cir.); Furland v. American Airlines, Inc., ARB Case Nos. 09-102, 10-130, ALJ Case No. 2008-AJR-011; American Airlines, Inc. v. Administrative Review Board, Department of Labor, Case No. 11-14419-C (11th Cir.); and pending discipline grievances” (collectively, with the grievances identified on Exhibit I to the Settlement Letter, the “Excluded Claims”).

This settlement was implemented in the Debtors’ Second Amended Joint Chapter 11 Plan, dated June 5, 2013 (ECF No. 8590) (the “Plan”), as approved by the Court in its Order dated October 21, 2013. In particular, under Section 1.41 of the Plan, “the APA Claim shall not include the claims and grievances or lawsuits (i) set forth in Sections 1, 3, and/or Exhibit I of the Bankruptcy Settlement Letter of Agreement” and these claims “if Allowed, shall be classified and treated [under the Plan] in accordance with any such allowance.”

This amended Proof of Claim amends only the Excluded Claims, and does not, in any way, amend or modify any other claims of the Original Proof of Claim. Set forth below and attached hereto, as Exhibit B is an updated list of Excluded Claims. Except as noted on Exhibit

¹ A copy of the Settlement Letter, including Exhibit I, is attached hereto as Exhibit A.

EXHIBIT B

File #	Grievant	Level	Base	Section	Description	Value	Affected Pilots
P-03-12 (11-067)	Sheehan, III, CA James E. (052349)	SYS	MIA	Termination	Grievance filed 11/18/11 protesting the Company's action in terminating the Grievant for the reasons cited by CA Scott Meade, Director of Flight - LGA, in his letter dated 10/28/2011.	\$113,123.00	CA James E. Sheehan, III 169 Mason Street, Unit 4-C Greenwich, CT 06830
11-084	American Independent Cockpit Alliance, Inc. (AICA)	Appeal		1 - Scope	Grievance filed directly by American Independent Cockpit Alliance, Inc. (AICA) on 11/15/11, protesting the Company's failure to secure flying slots / positions to those pilots on the Current American Airlines Pilot Seniority List and allowing pilots other than these to operate aircraft and bid on the positions.	\$95,000.00	Outside counsel
12-012	DFW Base - McDaniels & Moore	Appeal	DFW	11.D, Supp F(1)	Grievance filed 5/22/12 protesting the Company's failure to reinstate pilots to the Pilots' Seniority System List and for failing to provide pilots notice of termination prior to terminating employment status of pilots who have been on inactive status, unpaid sick, or disability for more than five years.	\$245,000.00	Andrea B. Twitchell 196 West Safari Drive Tucson, AZ 85704- 2857 And any other DFW-based pilot(s) who was not reinstated to the Pilots' Seniority System List or was not provided notice of termination prior to terminating employment status of the pilot who had been on inactive status, unpaid sick, or disability for more than five years.

Exhibit C

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

CASE NO. 14-CR-80518-HURLEY

KATHY E. EMERY, .
Plaintiff, .
vs. .
ALLIED PILOTS ASSOCIATION, . West Palm Beach, FL
Defendant. . November 28, 2016

VOLUME 1

NONJURY TRIAL PROCEEDINGS
BEFORE THE HONORABLE DANIEL T. K. HURLEY
UNITED STATES DISTRICT JUDGE

APPEARANCES:

FOR THE PLAINTIFF: **KATHY E. EMERY**
Pro Se
1050 N.E. 91st Street
Miami, FL 33138
305-758-9650

FOR THE DEFENDANT: **DARIN M. DALMAT, ESQ.**
James & Hoffman PC
18 West Mercer Street
Suite 400
Seattle, WA 98119
206-257-6028

COURT REPORTER: Pauline A. Stipes
Official Federal Reporter
HON. ROBIN L. ROSENBERG
Fort Pierce/West Palm Beach
772-467-2337

Pauline A. Stipes, Official Federal Reporter

PREITZ 002602

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ARTHUR McDANIELS

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EXHIBITS

	<u>I.D.</u>	<u>Received</u>
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Plaintiff Exhibit 4-A		Page 76
Plaintiff Exhibit 4-B		Page 82
Plaintiff Exhibit 4-C		Page 90
Plaintiff Exhibit 9		Page 97
Plaintiff Exhibit 9-C		Page 101
Plaintiff Exhibit 22-A		Page 116
Plaintiff Exhibit 4-D		Page 188
Plaintiff Exhibit 21		Page 190
Defense Exhibit 8		Page 130
Defense Exhibit 9		Page 137
Defense Exhibit 3		Page 150
Defense Exhibit 16		Page 173
Defense Exhibit 1		Page 179

1 Why don't we take a break and we will come back and
2 pick up with 49.

3 We will be in recess for 15 minutes.

4 *(Thereupon, a short recess was taken.)*

5 THE COURT: All right. We stopped, we were in direct
6 examination. Let me turn back to Ms. Emery and allow her to
7 proceed.

8 When we stopped, you were referring to your Exhibit
9 49. You were showing it to Mr. Dalmat.

10 All right. When you are ready, you may proceed.

11 BY MS. EMERY:

12 Q. I will give you a few minutes to look at that grievance.

13 Is that a grievance you filed on behalf of the DFW
14 domicile?

15 A. Yes.

16 Q. Do you ever recall giving testimony saying that that DFW
17 grievance would also apply to other pilots system-wide if they
18 were similarly situated?

19 A. I probably did say that, yes.

20 Q. Okay. Are you familiar with -- can you go ahead and read
21 the nature of the grievance.

22 THE COURT: Let me stop you for a moment. You are
23 asking the witness to talk about something not yet offered into
24 evidence.

25 MS. EMERY: Okay. Yes, Your Honor.

Exhibit D

Mark Myers

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
PALM BEACH DIVISION

CASE NO. 14-80518-CIV-RYSKAMP/HOPKINS

KATHY E. EMERY,)
)
Plaintiff,)
)
v.)
)
ALLIED PILOTS ASSOCIATION)
)
Defendant.)

* * * * *
ORAL DEPOSITION
OF
MARK MYERS
(REDACTED NON-CONFIDENTIAL TESTIMONY)
TAKEN: December 11, 2015
* * * * *

ORAL DEPOSITION of MARK MYERS, produced as a witness at the instance of the Plaintiff, and duly sworn, was taken in the above-styled and -numbered cause on the 11th day of December, 2015, from 1:15 p.m. to 5:03 p.m., before Hope Lewandoski, CSR, in and for the State of Texas, Reported by Machine Shorthand, at the Candlewood Suites DFW South, located at 4200 Reggis Court, City of Fort Worth, County of Tarrant, State of Texas, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record or attached hereto.

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A P P E A R A N C E S

FOR THE PLAINTIFF:

MS. KATHY E. EMERY
Pro Se
1050 N.E. 91st Street
Miami, Florida 33138
Phone: (305) 758-9650
a.l.combs@aol.com

FOR THE DEFENDANT:

MR. DARIN M. DALMAT
JAMES & HOFFMAN, P.C.
1130 Connecticut Avenue, NW, Suite 950
Washington, D.C., 20036-3904
Phone: (202) 496-0500
Fax: (202) 496-0555
dmdalmat@jamhoff.com

1 question, please ask me to explain it further.

2 And your job is to answer all the
3 questions truthfully and fully. Is there any reason
4 that you couldn't answer those questions truthfully and
5 fully today?

6 A. I don't know of any reason why I will not be
7 able to answer the questions.

8 Q. Okay. As you can see, the court reporter is
9 trying to make a record, and she's asked us to speak
10 very slow and clearly and not to interrupt, so I'll try
11 my very best not to do that.

12 How long have you lived at the current
13 address you reside at?

14 MR. DALMAT: Objection. Relevance.

15 THE WITNESS: A little over 12 years.

16 Q. (BY MS. EMERY) When did you become an employee
17 of the APA?

18 A. In May of 2008.

19 Q. 2008. Okay.

20 And were you hired to be an attorney in
21 general or for a specific reason?

22 A. I was hired as an attorney to work at APA.

23 Q. For any specific purpose? Or do you have a
24 category of work that you do in particular?

25 A. I work in the legal department.

1 Q. Is it the APA's position that that
2 responsibility falls upon the company?

3 MR. DALMAT: Objection. The witness isn't
4 here as a 30(b)(6) witness. If he happens to know APA's
5 position on the matter, go ahead and state it.

6 THE WITNESS: I am -- I am unfamiliar with
7 APA's -- whether there's an official APA position. And
8 any conversations I would have had related to that
9 position would be attorney-client privileged.

10 Q. (BY MS. EMERY) Did the APA file grievances
11 with the company related to the company's failure to
12 notify pilots that they're about to fall off the list?

13 A. There have been two grievances filed related
14 to Section 11.D and Supp. F, which are the two
15 provisions that allow for the company to terminate
16 employment for a pilot who has been out on leave
17 disability or unpaid sick for longer than five years.

18 Q. What are the two grievance -- on -- on whose
19 behalf were the two grievances filed?

20 A. Well, they were both base grievances, so, in
21 that sense, they were on behalf of any affected base
22 pilot.

23 Q. So if APA prevails on a base grievance -- is
24 that only applicable to the Dallas base if they prevail
25 on a grievance?

1 A. It depends on what the issue is. I mean, if
2 it's a base-specific issue, then, yes, it's specific to
3 that base. These two issues were -- were systemic --
4 system-wide, and so arguably they would -- they would
5 apply system-wide.

6 Q. To all pilots. Have -- is that correct? To
7 all pilots?

8 A. Well, to all affected pilots.

9 Q. All affected pilots. Okay.

10 Have any of those grievances been
11 resolved?

12 A. One was converted to an individual grievance,
13 and that grievance has been resolved.

14 Q. Has the -- what were the bases under which the
15 grievances were filed?

16 MR. DALMAT: The -- the pilot --

17 Q. (BY MS. EMERY) The base grievances. It's
18 obviously --

19 A. Oh, DFW and New York.

20 Q. Were they -- the individual grievance, who was
21 that filed on behalf of?

22 A. The New York grievance was converted to an
23 individual grievance. The individual was Rodney
24 Charlson.

25 Q. Is that portion of the base grievance still

1 pending?

2 A. No. The -- the entire grievance was converted
3 to an individual grievance.

4 Q. Were there any other LaGuardia pilots that
5 were affected --

6 A. Not that I know --

7 Q. -- by the issue?

8 A. Not that I know of.

9 Q. And the Dallas grievance, has that been
10 resolved?

11 A. No.

12 Q. Who was that --

13 A. It's still pending.

14 Q. Who was that grievance filed on behalf of?

15 MR. DALMAT: Objection. Asked and
16 answered.

17 Q. (BY MS. EMERY) Or --

18 A. It was filed on behalf of the base. It has
19 not been converted to any individual grievance nor has
20 any one pilot been presented as -- as the -- the
21 representative pilot. It is a base grievance.

22 Q. So Mr. Charlson was not represented as the
23 pilot on the LaGuardia -- or New York's grievance?

24 A. What do you mean?

25 Q. I believe your testimony is that no one pilot

Exhibit E

HEARING DATE AND TIME: January 9, 2013 at 10:00 a.m. (Eastern Time)
OBJECTION DEADLINE: January 2, 2013 at 4:00 p.m. (Eastern Time)

Harvey R. Miller
Stephen Karotkin
Alfredo R. Pérez
Stephen A. Youngman
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : Chapter 11 Case No.
:
AMR CORPORATION, *et al.*, : 11-15463 (SHL)
:
Debtors. : (Jointly Administered)
:
-----X

**DEBTORS' LIMITED OBJECTION TO MOTION OF
LAWRENCE MEADOWS FOR RELIEF FROM AUTOMATIC STAY**

TO THE HONORABLE SEAN H. LANE,
UNITED STATES BANKRUPTCY JUDGE:

AMR Corporation and its related debtors, as debtors and debtors in possession (collectively, the "Debtors" or "American"), submit this Limited Objection to the second motion of Lawrence Meadows ("Meadows") for relief from the automatic stay, filed December 12, 2012 (ECF No. 5731) (the "Motion"), and respectfully represent:

Preliminary Statement

1. Meadows seeks relief from the automatic stay to (i) allow the United States Court of Appeals for the Eleventh Circuit to rule on the Appeal (as hereinafter defined);

administratively terminated pursuant to a provision of the CBA that states that pilots who have been inactive for longer than five years will be terminated (the “Five-Year Rule”). However, because of a newly diagnosed condition, Meadows became eligible for and was awarded disability benefits in December 2011, under another disability plan then applicable (the “New Plan”). Meadows continues to receive disability benefits from American under the New Plan.

8. On November 29, 2011 (the “Commencement Date”), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11, United States Code (the “Bankruptcy Code”). As a result of the commencement of the Debtors’ chapter 11 cases, and by operation of law pursuant to section 362 of the Bankruptcy Code, the automatic stay enjoined all entities from, among other things, commencing or continuing any judicial action against any of the Debtors, including the Appeal, that was or could have been initiated before the Commencement Date, or seeking to recover a claim against the Debtors that arose before the Commencement Date.

9. Because of the commencement of the Debtors’ chapter 11 cases, on January 3, 2012, the Eleventh Circuit stayed the Appeal pending further orders of the Bankruptcy Court and the Eleventh Circuit.

10. Meadows first filed a motion in this Court for relief from the automatic stay on December 22, 2011 (ECF No. 444) (the “First Motion”). The Court denied the First Motion by order dated January 27, 2012 (ECF No. 898).

11. On February 4, 2012, the APA filed a grievance (DFW Domicile Grievance No. 12012) (the “APA Grievance”) on behalf of Meadows and certain other DFW-based pilots that had been terminated because of the Five-Year Rule, asserting that they had not received adequate notice of their terminations. The APA Grievance is pending. Unless resolved

Exhibit F

 **ALLIED PILOTS ASSOCIATION**

O'Connell Building • 14600 Trinity Boulevard, Suite 500 • Fort Worth, TX 76155-2512 • 817.302.2272 • www.alliedpilots.org



August 30, 2012

VIA CERTIFIED MAIL, RETURN RECEIPT
REQUESTED # 7011 0470 0000 9113 1782

Captain John Hale
Vice President-Flight
American Airlines, Inc.
P. O. Box 619617 MD851
DFW Airport, TX 75261-9617

Re: ORD Domicile Grievance No. 12-105

Dear Captain Hale:

Pursuant to the May 1, 2003, Agreement ("Agreement"), between American Airlines, Inc., and the airline pilots in its employ, as represented by Allied Pilots Association, the undersigned hereby file this grievance, on behalf of all ORD-based pilots protesting the Company's violation of Sections 11.D, Supplement F(1), and all other related sections of the Agreement as well as past practice, for failing to reinstate pilots to the Pilots' Seniority System List and for failing to provide pilots notice of termination prior to terminating employment status of pilots who have been on inactive status, unpaid sick, or disability for more than five years.

In accordance with Section 21.F.3 of the Agreement, we hereby elect to waive the Initial Hearing in this matter so that an Appeal Hearing can be held at the earliest possible date.

In addition, we request that the Company send a copy of all hearing notices and decisions rendered in this case to the undersigned and the Legal Department, Allied Pilots Association, 14600 Trinity Blvd., Suite 500, Fort Worth, TX 76155-2512.

Sincerely,

Captain Mike McClellan
Chairman - ORD

Captain Kevin Elmore
Vice Chairman - ORD

cc: Ms. Reagan Heine, AA Specialist HR Ops Support (via Shelley Handman)
First Officer Neil Roghair, Negotiating Committee Chairman
Captain Frank McGill, Contract Compliance Committee Chairman
APA Legal Department (JBB)

February 6, 2013

Captain John Hale
Vice President Flight
American Airlines, Inc.
P. O. Box 619617 MD851
DFW Airport, TX 75261-9617

Re: ORD Domicile Grievance No. 12-105 (Reinstatement After Five Years)

Dear Captain Hale:

Pursuant to the May 1, 2003, Agreement (AAgreement@), between American Airlines, Inc., and the airline pilots in its employ, as represented by Allied Pilots Association, we filed a grievance, on behalf of all ORD-based pilots on August 30, 2012, protesting the Company's violation of Sections 11.D, Supplement F(1), and all other related sections of the Agreement as well as past practice, for failing to reinstate pilots to the Pilots' Seniority System List and for failing to provide pilots notice of termination prior to terminating employment status of pilots who have been on inactive status, unpaid sick, or disability for more than five years.

This matter has been resolved. Consequently, by this letter, we are hereby withdrawing this grievance, without precedent, and with the right to re-file.

Sincerely,

Captain Mike McClellan
Chairman - ORD

First Officer Scott Abbott
Vice Chairman - ORD

cc: Ms. Rhonda Theuer, AA Specialist HR Ops Support (via Diane Sperando)
First Officer Neil Roghair, Negotiating Committee Chairman
Captain Frank McGill, Contract Compliance Committee Chairman
APA Legal Department (JBB)

CONFIDENTIAL

American Airlines

February 06, 2013

First Officer Keith Wilson
President
Allied Pilots Association
14600 Trinity Blvd., #500
Fort Worth, TX 76155-2512

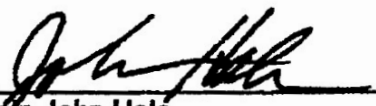
Dear Keith:

This letter will reflect our agreement regarding the return to work from Medical Disability of First Officer Taze Burns, AA employee number #52029.

First Officer Burns has been cleared by AA Medical and will return to work, on a no precedent exception basis, with all back seniority to the ORD/FO/777/I bid status.


First Officer Burns will be returned to payroll effective February 21, 2013. His training is scheduled to commence on that date.

Sincerely,



Captain John Hale
Vice President - Flight

Agreed:



First Officer Keith Wilson
President - Allied Pilots Association

cc: Captain John Burton