

Lawrence M. Meadows, Pro Se  
203 N. LaSalle St., Suite 2100  
Chicago, IL 60601  
Telephone: (312)-917-6214  
lawrencemeadows@yahoo.com

**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

**NOTICE OF CREDITOR LAWRENCE M. MEADOWS MOTION FILED PURSUANT  
TO FED. R. BNKR. P. RULE 9023, SEEKING A NEW TRIAL OR TO AMEND  
JUDGEMENT OF COURT'S ORDER ENTERED MAY 16, 2016 PURSUANT TO  
SECTIONS 524 AND 1141 OF THE BANKRUPTCY CODE ENFORCING THE PLAN  
AND THE CONFIRMATION ORDER AGAINST LAWRENCE M. MEADOWS**

PLEASE TAKE FURTHER NOTICE in accordance with the customary practices of the Bankruptcy Court this Notice is served via U.S. Mail upon, (i) the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Stephen Karotkin, Esq.), and (ii) the Debtors, c/o AMR Corporation, 4333 Amon Carter Boulevard, MD 5675, Fort Worth, Texas 76155 (Attn: D. Douglas Cotton, Esq.).

Dated May 28, 2016;



Lawrence M. Meadows, Pro Se  
203 N. LaSalle St., Suite 2100  
Chicago, IL 60601  
Telephone: (312)-917-6214  
lawrencemeadows@yahoo.com

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**CREDITOR LAWRENCE M. MEADOWS MOTION FILED PURSUANT TO FED. R.  
BNKR. P. RULE 9023, SEEKING A NEW TRIAL OR TO AMEND JUDGMENT OF  
COURT'S ORDER PURSUANT TO SECTIONS 524 AND 1141 OF THE BANKRUPTCY  
CODE ENFORCING THE PLAN AND THE CONFIRMATION ORDER AGAINST  
LAWRENCE M. MEADOWS**

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

**COMES NOW**, Pro Se Creditor, Lawrence M. Meadows (hereinafter "Meadows"), who hereby files this Motion Seeking A New Trial Or To Amend Judgement Under Fed. R. Bnkr. P. Rule 9023, of This Court's Order Entered May 16, 2016, Pursuant To Sections 524 and 1141 Of The Bankruptcy Code Enforcing The Plan And Confirmation Order Against Lawrence M. Meadows (Injunction Order, Dkt. 12738) And the Memorandum Of Decision (Dkt. 12717).

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*Meadows v. American Airlines, Inc.* (UDC Case. No. 2:14-cv-0115-DS).....

*Shrader v. CSX Transp.*, 70 F.3d 255, 256 (2d Cir. 1995) (citing *Schonberger v. Serchuk*, 742 F. Supp. 108, 119 (S.D.N.Y. 1990)).....

*Adams v. United States*, 686 F. Supp. 417, 418 (S.D.N.Y. 1988)).....

*Enron Corp v. Martin* (In re Enron Creditors Recovery Corp.), 378 B.R. 54, 56-57 (Bankr. S.D.N.Y. 2007) (citing *Cray v. Nationwide Mut. Ins. Co.*, 192 F. Supp. 2d 37, 39 (W.D.N.Y. 2001)).....

*Atl. States Legal Found., Inc. v. Karg Bros. Inc.*, 841 F. Supp. 51, 53 (S.D.N.Y. 1993)).....

*Vaca v. Sipes*, 386 U.S. 171, 185-86, 87 S.Ct. 903, 914, 17 L.Ed.2d 842 (1967).....

*In re G.S. Distrib, Inc.*, 331 B.R 552,564-65 (SDNY 2005).....

*O’loghlin v. County of Orange*, 229 F.3d 871, 874 (9<sup>th</sup> Cir. 2000) (citing *McCrery v. Trans World Airlines, Inc.*, 81 F.3d 739,741 (8<sup>th</sup> Cir. 1996)).....

## INTRODUCTION

This Court's Memorandum Of Decision, and subsequent Injunction Order enter on May 16, 2016 is fatally flawed for several reasons, because this Court has either overlooked or misapprehended the objective record evidence, disregarded its prior decisions, opinions and Orders, and also exceed its authority and by determining matters subject to exclusive jurisdiction of the Railway labor Act. Thereby, committing numerous errors of law and fact. All of which has left Meadows remediless without a forum to pursue his meritorious and allowed grievance claims, enjoining him from resuming his lifelong airline piloting career, and leaving him to suffer an egregious and manifest injustice.

## STATEMENT OF FACTS

### *Procedural History Of Injunction Motion and Order*

1. On July 13, 2015 Debtors' filed its "Injunction Motion" specifically seeking to enjoin Meadows from the four following actions which it alleged to be the "*Enjoined Actions*"<sup>1</sup> to include the; i) "Illinois Action", consisting of the April 30, 2015 Complaint regarding ongoing post-petition and post-effective EEOC ADA claims in the Northern District of Illinois, which is in fact now void and inoperative as a matter of law, ii) the [original] "SOX Proceeding", iii) the [FAA] "AIR21 Action", which is in fact was based on Meadows allegations of ongoing systemic unlawful employment which practices that jeopardize the safety of the traveling public, but now is dismissed and moot, and iv) the [second SOX] "Whistleblower Action", filed on June 25, 2015, reporting American's very recent (post-effective) acts of securities fraud and subsequent retaliation committed post-commencement, but is now dismissed. Additionally, the Debtors attached to its Injunction

Motion, its original Proposed Order which limited relief to the above referenced Enjoined Actions only, and also set the hearing (“return”) date for September 23, 2015. (Dkt. No. 12587, ¶ 6.).

2. On August 27, 2015, Meadows timely filed a Verified Objection and Response to the Injunction motion, which contained 13 facts and six exhibits which specifically showed American’s collective bargain agreement (“CBA”), Plan documents, practices, and payroll and benefits records relating to continued employment status; all of which plainly support that Meadows was never actually terminated as Debtor otherwise contends. In fact, those documents plainly show that Meadows has enjoyed a 24 year continuing employment relationship ever since he was hired by American in 1991; and currently is paid W-2 Employee Wages, and receives Active Pilot Employee medical, dental, vision, life insurance, and pension benefits. (Dkt. 12615, ¶¶ 1-13).
3. On September 17, 2015, Debtors filed an untimely 449 page Reply and Declaration containing 49 exhibits late on a Friday afternoon, just four days prior to the return date, in violation of Local Rule 9006-1, which requires such pleadings to be filed no later than seven days before the return date. (Dkts. 12619 and 12620).
4. That Reply improperly raised entirely new issues and facts, and beyond those four specific “Enjoined Actions” named in its original motion, and made new arguments and sought additional relief not named or sought in its Injunction Motion.
5. On September 23, 2015 prior to the hearing Meadows filed a Motion to Strike the Debtors’ Reply on the basis that such untimely filing of voluminous answering papers was without proper notice, unduly burdensome and prejudicial; particularly for a Pro Se Creditor like Meadows, leaving him with unreasonably short and inadequate amount of time to

prepare for the hearing. The Court failed to consider said motion and summarily denied it during the hearing without argument or explanation. (Dkt. 12628).

6. On September 23, 2015, this Court a hearing on this matter, but for some reason didn't issue its Memorandum Of Decision until some seven months later on April 14, 2016. (Dkt. 12636).
7. On September 30, 2015, The Debtors' sent a Letter to Meadows seeking to enjoin him from prosecuting Grievance 14-026, despite not arguing for, or requestingsuch relief in its Injunction Motion or oral argument. Notwithstanding the fact that Debtors' had previously accepted, docketed and participated in that grievance process, scheduling it for an appeal hearing before American's Exec. V.P. Of Flight On June 5, 2014, and American had also provided Meadows with paid air travel to and from Dallas solely for purposes of attending that hearing. Oddly, this letter was not filed or docketed with this Court until December 3, 2015, and thus was untimely filed, and the extra-judcial relief requested therein be declared moot. (Dkt. 12656).
8. On October 5, 2015 Meadows timely filed a Response to Debtors' September 30, 2015 Letter with this Court, disputing American's untimely *ex post facto* request to enjoin Grievance 14-026, stating it;

“Please accept his letter in objection to Debtor’s September 30, 2015 letter, in which they improperly seek to enjoin my Grievance 14-0261, without having raised such argument or relief either in it Injunction Motion filed on July 13, 2015 (Doc. 12587, or the subsequent hearing on September 23, 2015. **I completely disagree with American’s positon, and believe it is inappropriate, and prejudicial to me if the Court were to grant Debtor, such relief without being provided due process to include full briefing and hearing on that matter.**”  
(Dkt. 12633).

9. On April 14, 2016, some seven months after the hearing, and only after allowing the parties to continue to litigate the “Enjoined Actions” in various tribunals, and thereby wasting substantial legal and judicial resources, did this Court finally enter its Memorandum & Decision granting Debtors Injunction Motion. (Dkt. 12717). It should be noted that the Order was entered just four days after Meadows filed a vigorous Response to defeat Debtor’s Motion to Dismiss his DOL OALJ Whistleblower proceedings. It seems that every time Meadows has Debtor on the ropes it uses its bankruptcy proceedings as sword to prevent him from being heard by a neutral adjudicator.
10. On April 19, 2016, Debtor’s submitted a substantially modified version of its Proposed Order originally submitted with its Injunction Motion, which sought wide ranging relief far beyond what was plead in its Motion or argued for during the hearing. (Dkt. 12721).
11. On April 25, 2016 Meadows timely filed his Objection to Debtors’ modified Proposed Order, and has included his proposed final version of the Proposed Order that this Court should enter (Dkt. 12726, Ex.1), along with the green-line version of Debtor’s modified Proposed Order which shows all of Meadows’ revisions. (Dkt. 12726, Ex. 2).
12. On May 16, 2016, this court overruled Meadows objection (Dkt.to Debtors’ modified proposed order without providing any specific basis or explanation for doing so, and entered its Final Order (Dkt.12738), which was substantially a rubber stamp of Debtors’ modified proposed Order, and granted extra-judicial relief not raised or sought in Debtors’ Injunction Motion.

### **BACKGROUND**

#### **Meadows Has A 24 Year Continuing Employment Relationship With American Airlines**

13. Meadows graduated cum laude from Embry-Riddle Aeronautical University in 1985, with a B.S. Degree in Aeronautical Engineering. Upon graduation, he was immediately commissioned Officer in the U.S. Air Force, where he served honorably for six years as a military pilot flying T-37, T-38 supersonic training jets, and C-9A aeromedical airlift aircraft.
14. Meadows was hired by Airlines in October 1991, as a “*Cockpit Crewmember*”, and placed on American’s Pilot System Seniority List, and served as a “*Pilot Employee*” in the non-flying position of Flight Engineer on the DC-10 aircraft.
15. Meadows subsequently upgraded to, and continued to serve as a “*Pilot Employee*”, in a line pilot position piloting B-727, MD-11, and B-777 aircraft.
16. Meadows is and has been at all times a member of the craft or class of pilots employed by American, who are represented by the Allied Pilots Association (“APA”), as the certified exclusive bargaining “*Representative*”, as provided under the Railway Labor Act, 45 U.S.C. §151 Sixth.
17. Meadows is and has always been model employee with over 8,500 incident free hours of commercial airline flying; 1) He never had any employee discipline or performance issues, nor any negative entries in his Personal Employment History (“PEH”) file, 2) he never had any flight training deficiencies, nor busted (failed) any simulator or inflight “Check-rides” (pilot evaluations), and 3) he never had any incidents, accidents, nor certificate violations in his Federal Aviation Administration (“FAA”) airman records.
18. Ever since American hired Meadows, he has been a “*Participant*” who continuously accrued over 23 years of “*Credited Service*” as a “*Pilot Employee*”, with no breaks in service, serving in the status of either Active, disability benefits as provided under

the terms of the Pilot Retirement Benefit Program ("*Program*"), or disability benefits under the 2004 American Airlines, Inc. Pilot Long Term Disability Plan ("*Plan*" or "*LTD*"), as negotiated under the Collective Bargaining Agreement ("*CBA*"), and as reflected on his December 2014 Pension Benefit Statement. (Exhibit 1).

19. Currently, Meadows is considered both "*Employee*" and "*Pilot Employee*", under the CBA, Letter KK, and the "*Plan*". (Exhibit 2).

20. Meadows is paid "*Compensation*" subject to federal tax withholding in the form of W-2 "*Employee*" Wages, as defined under CBA, Letter KK, and the "*Plan*". (Exhibit 3).

21. Meadows also receives "*Active Pilot Employee*" Medical Plan, Dental Plan, and Life Insurance Benefits, and accrues pilot "*Pension Credited Service*" as provided under the terms of the CBA, Letter KK and Supplement-K. (Exhibit 4).

22. On September 28, 2011, Meadows Chief Pilot Superior, Capt. Robert Raleigh, awarded him 20year service pin, and a letter which stated in part;

"I want to congratulate you on 20 years of service with American Airlines...I wish you many more years of career success, good health, and enjoyment of the best job ever."

23. Moreover, on October 17, 2013, highly respected RLA and MLB Arbitrator Professor Stephen Goldberg, awarded Meadows a full share payout of American's \$1B bankruptcy settlement Equity Distribution, on the basis that he held that grievance 12-011 should be treated as sufficiently likely to prevail, and he treated Meadows as a "*Pilot Employee*" who should on "*Pilot System Seniority List*" as of January 1, 2013 for purposes of full eligibility for the pilot's Equity Distribution; and further held that APA treated Meadows', grievance 12-011 arbitrarily and ignored its duty of fair representation to him, holding in part;

*"FO Meadows filed a grievance in February 2012 alleging that the reason why American removed him from the seniority list was not that he had been on sick leave for more than five years (which would have called for his removal in 2009), but because he had filed a 2011 Sarbanes-Oxley complaint against American...In sum, then, it is reasonable to assume that if the grievance is sustained, FO Meadows would be treated by the arbitrator as a pilot who should have been on the seniority list on January 1, 2013, the date on which pilots on the seniority list are eligible for recovery from all four silos, even if they were on LTD status."*  
(Exhibit 5 At 60-61).

**American Purportedly Separated Meadows and Removed Him From Pilot Seniority List**

24. In late 2011 during discovery in ERISA disability lawsuit Meadows exposed Americans' fraudulent "Pilot Disability Costs Savings" Scheme which was intended to aide American's grossly underfunded defined benefits plans, which 2007 annual 10K reports, showed underfunded by as much a \$3.2B.
25. Less than two weeks after Meadows engaged in protected Sarbanes-Oxley (SOX) Whistleblower Activity, American suddenly threatened that Meadows employment would end unless he obtained an FAA medical certificate; which was an unreasonable demand because American knew that Meadow suffered from a grounding medical disability.
26. In September 2011, Meadows underwent an aviation disability evaluation, at the Mayo Clinic, who verified the existence of his disability, and also sought a special FAA Airman's Medical Certification.
27. On November 4, 2011, while awaiting the FAA's decision, an American Flight Administrator, acting in a non-supervisory capacity informed Meadows via telephone, and confirmed via e-mail that he was administratively separated and removed from the pilot seniority list as of October 21, 2011.
28. Meadows was shocked, because the CBA Sec. 21 only allows pilots to be terminated for cause, and even then only after a full investigation, formal hearing and

written notice from a Chief Pilot Superior. Yet Meadows was never contacted by his Chief Pilot, nor was his union notified.

29. While Meadows still had access to the employee website, AApilots.com, he verified that as November, 4, 2011 he was still listed as a pilot employee with seniority number 4702, Miami based, on Unpaid Sick LOA, with retirement date of 2028. (Exhibit 6).

30. To date Meadows never received any sort of “*final, definitive, and unequivocal notice*” of discharge or termination from a Chief Pilot Superior as otherwise required under Sec. 21 and 24 of the CBA. “*‘Final’ and ‘definitive’ notice is a communication that is decisive or conclusive, i.e., leaving no further chance for action, discussion, or change.*”, and “*‘Unequivocal’ notice means communication that is not ambiguous, i.e., free of misleading possibilities.*” See *Coppinger-Martin. Nordstrom, Inc.*, ARB 07-067, 2007-SOX-019 (ARB Sept. 25, 2009).

31. Moreover, on November 8, 2011, Meadows complained to his union about his purported termination without notice from a Chief Pilot Superior; and the Allied Pilots Association’s (“APA”), Legal Director, Bennett Boggess responded and informed Meadows via certified letter, that he was in fact not terminated, and that he had a right to return to the seniority list, stating in part;

**“let me clarify the Company did not terminate you; rather,”** [you were simply] “*administratively you were dropped from the seniority list, [which] differs from being involuntarily terminated, which is a considered a ‘permanent separation.’ Among other distinctions should you obtain your First Class Medical you may request a return to active status...Certainly should you obtain your First Class Medical Certificate and wish to return to the seniority list in the future, APA will assist you in the process of requesting your return to the seniority list.”* [Emphasis Added]. (Exhibit 7).

32. The APA Legal Directors statement, is based on first-hand experience, and comports with Americans long-standing past-practice, to reinstate all pilots who were on

medical disability in excess of five years, and were dropped from the seniority list, who subsequently obtain the necessary FAA Airman's medical certification, and return them to their original relative position on the seniority list. In the past two years alone American has reinstated several such pilots, who in some cases were out for 10 years or more. Meadows can provide the names and employees number for such pilots at the Courts request.

33. Indeed, during the September 23, 2015 Injunction Hearing, Judge Lane opined;

“I do think that given your status, whether it's an administrative separation termination, **you're somebody who has – it sounds like [you have] a right to seek a position if you get medical clearance, regardless of whether you call it a termination, administrative separation or your disability leave.**” [Emphasis Added] (Dkt.12626, Bk Hrg Tr. 9/23/15, 66:22-67:03).

34. American's bald assertions that Meadows employment was administratively terminated are unsubstantiated, and not supported by the objective evidence showing Meadows continued employment, not consistent with the plain and unambiguous terms of the CBA, and are contradicted by the APA's Legal Director, with whom this Court agrees that a right to reinstatement exists.

35. American current assertions are belied by the inapposite positions taken in prior arbitration with APA regarding Grievance P-28-08, wherein it asserted that Inactive Pilots on medical disability, (similarly situated to Meadows) are still “Employees” and “Cockpit Crewmembers”, because they receive income streams and have a right to return. On March 20, 2009, American's position was upheld in the Award of Arbitrator Herbert Fishgold, who held in part with respect to pilots in an inactive status, including those on medical leaves, or medical disability, that;

“All of these pilots are eligible to return to employment with the Company and maintain several benefits during periods of various duration in which they are unable to render inactive service. For example, pilots on medical disability

receives a stream of income and retain seniority rights to return and are carried on APA's membership database." (Exhibit 8, At 22).

36. Just three weeks later on November 29, 2011("Commencement Date"), American's parent corporation, AMR Corporation, filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code, and the Bankruptcy Court entered an Order authorizing payment of pre-petition all employee wages and benefits.

**Meadows Filed Grievance 12-011 To Dispute His Improper Discharge  
And Removal From The Pilot Seniority List**

37. Meadows "purported" termination and removal from the seniority list relates to the terms, pay and working conditions under the collective bargaining agreement ("CBA") is a "*minor dispute*" subject to the exclusive jurisdiction of a System Board Of Adjustment ("SBOA") under the RLA, 45 U.S.C. § 184.

38. In fact, the Debtors' Counsel on February 25, 2014, informed the ALJ in the original SOX proceeding of exactly that, stating in part;

"That termination is the retaliatory act he [Meadows] seeks to redress in the present proceedings. **As you are likely aware, whether a disciplinary action violates an air carrier agreement with its employees is an issue that can only be determined by an adjustment board under the Railway Labor Act. *Consol. Rail v. Railway labor Execs. Ass'n*. 491 U.S. 299,301 (1989). The new Utah suit therefore brings forward an issue we had intended to assert as a defense in the SOX proceedings. That is, if the termination was not a violation of the Collective Bargaining Agreement as finally and authoritatively decided by an arbitrator, the retaliatory act of which he complains cannot be the basis for a claim he was wrongfully terminated in violation of SOX. That contractual issue should be determined authoritatively before adjudication of the SOX claim in this proceeding because a contractually proper termination within the Agreement is a legitimate non-retaliatory basis that could not be the basis for his SOX claim."** [Emphasis Added]. (Exhibit 9 at 2).

39. Accordingly, on February, 4, 2012, Meadows filed Company Grievance 12-011 wherein he protested his purported improper discharge and removal from the pilot seniority

list; citing contributing factors of discrimination and retaliation in violation of the ADA and SOX Acts. (Exhibit 10).

40. Meadows Grievance 12-011, was excluded from the Bankruptcy Settlement Agreement between American and APA on December 07, 2012, and was explicitly incorporated into the American Airlines Pilot's 2013 Collective Bargaining Agreement ("CBA"), LOA 12-01, (Dkt. 5626 At 516-521) and then subsequently incorporated into the 2015 Joint CBA. Meadows has substantial contractual, statutory rights and remedies which flow from Grievance 12-011. (Exhibit 11).

41. Meadows was never removed from the pilot seniority list on October 21, 2011 as American alleges. In fact, American's own internal pay activity records show, that as of July 31, 2012, Meadows was still an Inactive (INA) Pilot Employee holding pilot seniority number 4703, and thus had remained on the pilot seniority list post-petition, some seven months after the commencement its bankruptcy proceedings. (Exhibit 12).

42. On December 17, 2012, Meadows filed a Motion to Lift Stay, in part to seek Judicial determination of his employment status, because, the;

**"debtor at various times treated him as both employed and unemployed",** and

**"In November 2011 Movant [Meadows] was informed via telephone that he was no longer an employee of American Airlines as of October 21, 2011",** and

**"Meadows was not provided the customary termination paperwork and Debtors failed to provide proper notice to Meadows as to his employment status.",** and

**"Meadows does not believe he was actually terminated** because if he were terminated while an application for disability was pending, it is clear that Debtor would have exposed itself to significant liability under numerous statute designed to prevent such behavior.", but

**"Less than one month after being told he was terminated, American Airlines determined that Meadows is disabled under the Plan based on an application**

*submitted prior to his “purported” termination date, and has renewed payment of benefits.” [Emphasis Added]. (Dkt. 5731 At 2-5, ¶¶ 1,7,12 and 13).*

**This Court’s Prior Order Allowed Meadows’ Claims Relating To his “Purported” Termination and Removal From Seniority List Claims Under Grievance 12-011**

43. On January 2, 2013, Debtors filed an Objection to Meadows Motion to Lift Stay and asserted that Meadows was also protected under Dallas base Grievance 12-012, stating in part;

“The automatic stay should not be modified to allow Meadows to initiate new additional proceedings to (i) determine his employment status...because the issues that would be raised in the New Proceedings **may be disposed of ...through the APA Grievance (as hereinafter defined) to which Meadows is currently party pursuant to American’s collective bargaining agreement (“CBA”) with the Allied Pilots Association (“APA”)...the APA filed a grievance (DFW Domicile Grievance No. 12-012 (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 in that process, it will be decided by a Board of Adjustment under the CBA as required by the Railway Labor Act, 49 U.S.C. §184.”** (Dkt. 5926, ¶¶ 3 and 11).

44. During a hearing on August 27, 2014, the Bankruptcy Court issued its Bench Ruling granting Debtors' Objection, and explicitly read the Debtor's Proposed Order into the record, and stating;

**"Debtor's do not in fact challenge the ability of Mr. Meadows to continue to pursuing potential remedies under Grievance 12-011, and included a proposed order to that effect...See proposed Order Granting Debtor's Objection, ECF No. 11840 F at 2, and that proposed order reads as follows, 'notwithstanding the foregoing, Meadows shall be permitted to arbitrate Grievance 12-011 before the System Board to the extent that such arbitration is limited in scope to claims involving the interpretation of the CBA and provides remedies, if any and if appropriate, that are customary under the grievance procedures created by the Railway Labor Act.'" (Emphasis Added). See Doc. 12248, Bench Ruling Hrg. Tr., 8/27/14, at 42:14-25.**

45. On September 5, 2014 this Court entered its Order which allowed Meadows' claims relating to his termination and removal from the pilots seniority list contained in grievance 12-011 to be arbitrated by a System Board of adjustment, stating in part;

ORDERED that Proof of Claim Nos. 13478, 13788, and 13865 are disallowed and expunged in their entirety; and it is further

**ORDERED that, notwithstanding the foregoing, Meadows shall be permitted to arbitrate Grievance 12-011 before the System Board to the extent that such arbitration is limited in scope to claims involving the interpretation of the CBA and provides remedies, if any and if appropriate, that are customary under the grievance procedures created by the RLA permitted by applicable law;" (Dkt. 12258).**

**Meadows Filed His Second Post-petition Grievance 13-064**

46. On October 31, 2013, Meadows filed a second post-petition Grievance 13-064, based on the fact that he wasn't actually removed from the pilot seniority list after July 31, 2012, some seven months after the Commencement Date, which was a violation of his post-petition rights under Sec. 11 and 13 of the CBA. That Grievance was docketed, scheduled and heard on Appeal by American's Exec. V.P. Of Flight on February 27, 2014, to which hearing American provided Meadows paid round-trip air travel. (Exhibit 13).

47. Debtor, never raised or sought to disallowed Grievance 13-064 in its Claim Objection filed on March 17, 2014, nor argued against it at the subsequent April 17, 2014 hearing.

48. Moreover, between February 2014 to April 2016, Debtors' had litigated Meadows individual right to arbitrate his grievances without APA's participation, and did so continuously for over two years in the Utah District Court, and on through the pending 10<sup>th</sup> Circuit Appeal of that matter; and never raised an objection to it until seven months after the Injunction Hearing, when it submitted its heavily modified proposed order in the instant action.

49. Meadows was denied due process in these proceedings as he was never given the opportunity to brief, nor argue against American's *ex post facto* claim to enjoin Grievance 13-064.

**Regardless American Has Already Agreed To Arbitrate Grievance 12-011 and 13-064**

50. In Fact, on September 2, 2014, American's Counsel gave Meadows written notice that it agreed to arbitrate grievance 12-011 and 13-064, stating in part;

“American has received your request that it agree to schedule a hearing before the American/APA System Board for Grievance Nos. 12-011 and 13-064, without APA's participation... American realizes that this issue is one that is actually between APA and its members. American therefore will defer to you, APA, and/or the Court to resolve this issue. **Specifically, it will comply with any agreement that you and APA may reach with respect to bringing your matter to the System Board or, if there is no agreement, with the Court's order.**” [Emphasis Added]. (Exhibit 14).

51. Thereafter, on September 16, 2014, American filed a pleading in the Utah District Court in *Meadows v. American Airlines, Inc.* (UDC Case. No. 2:14-cv-0115-DS) informing the Court that it had agreed to arbitrate grievance 12-011 and 13-064;

“**American has informed Meadows and the APA that it will comply with any agreement of the parties to submit the grievances to a System Board hearing, or if no agreement can be reached between Meadows and APA, with any Order of this Court.**” (Exhibit 15 At 3).

**Meadows Filed His Third Post-petition Grievance 14-024**

52. On April 3, 2014, Meadows filed Grievance 14-026, based on American's post-petition conduct, whereby it refused to reassign Meadows to a SLOA (Sick Leave Of Absence) Special Assignment job, in a non-flying position in the pilot's bargaining unit which was the long standing past-practice for similarly situated medically disqualified pilots who were similarly situated to Meadows. (Exhibit 16).

53. On April 10, 2014 the APA docketed Grievance 14-026 with the Company, and the Debtors' never objected to it during its Claim Objection hearing on April 17, 2014,

then it was scheduled for an Appeal hearing before American's Exec. V.P. Of Flight on June 5, 2014, and American provided Meadows paid air travel to/from that hearing. Thereafter, Debtors never raised grievance 14-026 in its Injunction Motion filed on July 13, 2014, and never argued against it during the subsequent Injunction hearing September 23, 2015. (Exhibit 17).

54. Despite having first-hand knowledge, proper notice, and actively participating in that proceeding, Debtors' filed an *ex post facto* untimely objection letter on September 30, 2015, and suddenly sought to improperly enjoin Grievance 14-026. (Dkt. 12656).

55. On October 5, 2014 Meadows' filed an Objection Letter with this Court, wherein he protested the Debtors' untimely and improper attempt to enjoin grievance 14-026, and demanded that if this Court were to entertain such claim, that Debtors' be required to file a new motion and also provide Meadows proper notice, and hearing on this matter. (Dkt. 12633).

56. To date, a System Board Arbitrator has never heard any of Meadows Grievances, much less adjudicated on the merits, the issues related to Meadows disputed to employment and seniority status.

57. Regardless, the Objective evidence and facts above plainly show that for over the past 24 years, Meadows has continuously remained in "Continuing Employment Relationship" with American, as both an "Employee" and "Pilot Employee".

58. Based on which Meadows continues to enjoy various contractual and statutory rights and protections as a party to American's CBA, which defines him as an "Employee", who receives collectively bargained income and benefit streams, right to return as an Active Pilot Employee, and also as a shareholder of AAL stock.

## **ARGUMENT**

### **1. Legal Standard**

Fed. R. Bnkr. P., Rule 9023, Motion to alter or Amend Judgment is treated as a motion for reconsideration. The standard for granting a motion for, “reconsideration will generally be denied unless the moving party can point to controlling decisions or data that the court overlooked-matters, in other words, that might reasonably be expected to alter the conclusion reached by the court.” *Shrader v. CSX Transp.*, 70 F.3d 255, 256 (2d Cir. 1995) (citing *Schonberger v. Serchuk*, 742 F. Supp. 108, 119 (S.D.N.Y. 1990); *Adams v. United States*, 686 F. Supp. 417, 418 (S.D.N.Y. 1988)). A motion to alter or amend a judgment pursuant to Fed. R. Civ. P. 59(e) may be based upon “(1) an intervening change in the controlling law, (2) the availability of new evidence, (3) to correct manifest errors of law or fact upon which the judgment is based, or (4) to prevent manifest injustice.” *Official Comm. of Unsecured Creditors of Enron Corp v. Martin (In re Enron Creditors Recovery Corp.)*, 378 B.R. 54, 56-57 (Bankr. S.D.N.Y. 2007) (citing *Cray v. Nationwide Mut. Ins. Co.*, 192 F. Supp. 2d 37, 39 (W.D.N.Y. 2001); *Atl. States Legal Found., Inc. v. Karg Bros. Inc.*, 841 F. Supp. 51, 53 (S.D.N.Y. 1993)).

### **2. The Court Exceeded Its Jurisdiction and Acted Outside the Scope of Its Authority**

Disturbingly, this Court exceeded its authority and acted outside its jurisdiction, when it acted as judge, jury, and executioner, and unlawfully adjudicated Meadows otherwise allowed grievance claims relating to his termination and removal from the pilot seniority list, that were and still are pending arbitration before a Railway Labor Act (“RLA”) System Board Of Adjustment (“SBOA”). Which resulted in a manifest error of law.

Meadows claims relating to his purported termination and removal from the seniority list, disputed the terms and working condition of the CBA, and thus are considered a “*minor dispute*”

under the RLA, which is subject to the exclusive jurisdiction of a RLA SBOA, 49 U.S.C. § 184. Indeed, American's own Counsel has previously argued to the Dept. Of Labor that Meadows claims related to his termination and removal from the seniority list, which fall under, *"an air carrier agreement with its employees is an issue that can only be determined by an adjustment board under the Railway Labor Act. Consol. Rail v. Railway labor Execs. Ass'n. 491 U.S. 299,301 (1989)."* (SOF ¶ 38). Notwithstanding, this jurisdictional violation of the RLA, this Court has either overlooked or ignored the overwhelming record facts and objective evidence consisting of Company records, contracts, plans, pension and pay documents plainly showing that Meadows has remained a "Pilot Employee" with a 24 year continuing employment relation with American Airlines. (SOF ¶ 13-35). Which is a manifest error of fact.

To the extent the Court chose to improperly delve into this matter, it did so while ignoring Meadows objections during the September 23, 2015 Injunction Hearing, wherein her asserted that only a RLA Labor Arbitrator can decide issues related to his employment status and seniority, and the Court also denied Meadows request that if the Court were to go down that road, that it not do so unless it provided Meadows with a full evidentiary hearing. Thus, the Court also committed manifest errors of law, by violating the congressional mandate and Meadows statutory rights under the RLA, but it also blatantly denied him due process rights in this tribunal, of proper notice, ability to fully brief, and argue issues which were not otherwise raised in Debtors Injunction Motion.

### **3. Meadows Is Still An Employee And No SBOA Has Rendered A Final and Binding Decision With Respect To His Purported Termination & Removal From The Seniority List**

During the Injunction Hearing the Court itself opined Meadows had a right to reinstatement should he become medically qualified, which fact was corroborated by APA's Legal Director's certified statement, American's Longstanding past-practice of reinstatement,

and by new found evidence of Arbitrator Fishgold's Award and Decision upholding American's position that inactive pilots on medical disability, are considered employees and cockpit crewmember, because they receive collectively bargained income and benefits streams, have a right to return, and are carried in the APA membership database. (SOF ¶ 31-35).

Outrageously, This Court in its Memorandum and Decision however, ignored the overwhelming objective record facts and evidence, and prior opinion, and erroneously decided that "*Mr. Meadows was terminated prior to the effective date*", the also Court erroneously relied upon preliminary findings of three OSHA Dept. Of Labor administrative investigations (as cited by American), which simply parroted American's bald assertions its position statement that Meadows was no longer an employee, and which Meadows was never allowed to rebut. Those matters were all escalated to a formal hearing for a final decision before two different Dept. Of Labor Administrative Law Judges ("ALJ"), but Court has disallowed those proceedings, and enjoined Meadows from proceeding with them. Its particularly troubling that this Court can use these partially adjudicated "discharged" proceedings to Meadows detriment, while not allowing him the benefit of obtaining a final decision before a neutral adjudicator in those proceedings. Which amounts to manifest error of fact.

Secondly, the Court relies upon Debtor's misrepresentation that Arbitrator Goldberg's decision in the pilots Equity Distribution proceedings, somehow finally decided Meadows employment status, because he simply restated what American had said in an e-mail to Meadows informing him that he was "administratively separated." While in fact careful reading of Arbitrator Goldberg Decision, shows he awarded Meadows a full share equity payout on the premise that he be treated as an active pilot employee who was on the pilot seniority list as of the snapshot date of January 1, 2013, and further held that APA treated Meadows arbitrarily and

should have treated grievance 12-011 as sufficiently likely to prevail, and that he held it was reasonable to assume that SBOA would reinstate Meadows with full retroactive seniority. (SOF ¶ 23).

Third, Meadows former attorney is on the record in pleadings filed in 2012, which state; ***“debtor at various times treated him as both employed and unemployed”***, and [Meadows] ***“was informed via telephone that he was no longer an employee of American Airlines as of October 21, 2011”***, and ***“Meadows was not provide,d the customary termination paperwork and Debtors failed to provide proper notice to Meadows as to his employment status.”***, and ***“Meadows does not believe he was actually terminated...”*** (SOF ¶ 42).

Fourth, American has never submitted any evidence much less verified evidence as showing that he was properly terminated in accordance with the terms of the CBA. In fact. the objective record evidence, shows that American never provided Meadows with the due process of an investigation or hearing under the CBA Sec. 21, nor provided him or his union of written notice from his Chief Pilot Superior informing him of any of his change in employment status as otherwise required under the CBA Sec. 24.

Thus, there can be no doubt that at best Meadows is still an employee with a right to reinstatement, or at worst, there is a substantial material dispute of fact regarding his employment and seniority status which must be decided only by a RLA SBOA.

#### **4. The Injunction Order Is Non-Sensical and Contradicts Court’s Prior Order**

The Court’s May16, 2016 Injunction Order holds in part, that *“Meadows is enjoined from seeking any other relief against the Debtors based on any alleged conduct or claims that occurred or arose before the Commencement Date, including without limitation his termination from American and removal from the pilot seniority list...”* That Order simply makes no sense,

and it contradicts this Court's Bench Ruling and September 5, 2014 Order, which explicitly stated, "*Meadows shall be permitted to arbitrate Grievance 12-011 before a System Board to the extent permitted by law.*" (SOF ¶ 50-51). The claims of Grievance 12-011 directly relate to Meadows purported termination and removal from the seniority list, which were timely preserved by the APA Claim, excluded from the Bankruptcy Settlement, incorporated into the post-petition CBAs, and previously allowed via this Court's September 5, 2014 Order. (SOF ¶ 26-27). Because, of the Court's erroneous Order based on misapprehension of the law and facts, Meadows will suffer a manifest injustice and be left remediless without a forum to resolve his allowed grievance claims, which is contrary to the congressional intent when it mandate the RLA. *Vaca v. Sipes*, 386 U.S. 171, 185-86, 87 S.Ct. 903, 914, 17 L.Ed.2d 842 (1967).

#### **5. Meadows Was Denied Due Process When Court Improperly Enjoined Grievance 14-026**

This Court has improperly allowed American to claw-back and include Meadows' Grievance 14-026 and include it as an Enjoined Action is equally egregious; especially considering it was filed on April 3, 2014, APA docketed it with the Company on April 10, 2014, the Debtors' never objected to it during its Claim Objection hearing on April 17, 2014, it was scheduled for an Appeal hearing before American's Exec. V.P. Of Flight on June 5, 2014, and American provided Meadows paid air travel to/from that hearing Debtors never raised in its Injunction Motion filed on July 13, 2014, and never argued against it during its hearing on September 23, 2015. Despite having first-hand knowledge, proper notice, and actively participating in that proceeding, Debtors file an untimely objection letter of September 30, 2015 seeking to improperly enjoining Grievance 14-026, and on October 5, 2014 Meadows' filed a letter in response protesting Debtors' untimely and improper attempt to enjoin grievance 14-026,

and demanded that they be required to file a new motion and also provide Meadows with a hearing on this matter. (Dkt. 12633).

## **6. Meadows Was Denied Due Process When Court Improperly Enjoined Grievance 13-064**

Meadows was never removed from the pilot seniority list on October 24, 2011 as American alleges, in fact American's own internal pay activity records show, that as of July 31, 2012, Meadows was still an Inactive Pilot Employee, with seniority number 4703, and remained on the pilot seniority list some seven months after the commencement its bankruptcy proceedings. (SOF ¶ 29 and 41). Thereby, grievance 13-064 is based on American post-petition conduct of actually not removing Meadows from the seniority list until some seven months after the Commencement Date. Thus, this Court's granting Debtors' proposed order as it relates to improperly clawing-back Meadows' Grievance 13-064, and including it as an Enjoined Action is particularly egregious; especially considering it was filed on October 31, 2013, and was scheduled and heard on Appeal by American's Exec. V.P. Of Flight on February 27, 2014, and never raised it in its Claim Objection filed on March 17, 2014, or argued against it at the subsequent April 17, 2014 hearing, and most egregiously American's counsel had already agreed in writing to allow Grievance 13-064 to be heard before a System Board on September 2, 2014, stating in part; *"it will comply with any agreement that you and APA may reach with respect to bringing your matter to the System Board or, if there is no agreement, with the Court's order."* [Emphasis Added]. (SOF ¶ 50). Not to mention that Debtors after having litigated that issue for almost two years, and conceding and agreeing in an e-mail and court pleadings to arbitrate that grievance so long as Meadows and APA agreed to do so, and have also allowed Meadows to continue litigation of grievance 13-064 for the past years in the Tenth Circuit Appeal of that matter.

## **7. The Court Applied The Law In a Uneven & Arbitrary Manner To Meadows Detriment**

This Court In its Memorandum of Decision arbitrarily applies the doctrine of judicial estoppel against Meadows (Dkt. 12717 At 13-14), citng to *In re G.S. Distrib, Inc.*, 331 B.R 552,564-65 (SDNY 2005) and tries to bind him to an informal statement, which was not made in any court proceedings, but instead made in confidence to in a private letter to his union representative, about how he was upset because American clearly was treating him as if he was terminated (despite APA's assertions to the contrary), while ignoring the Mountain of overwhelming objective record facts and evidence submitted in Meadows verified complaint, which consisted of Company Contractual, Plan, Pension, Benefits, Payroll, and Activity Records, which all showed Meadows to be a "Pilot Employee".

Meanwhile this Court has unevenly applied the judicial estoppel standard, and ignored statements against the interests made by both American and APA. In American' case the Court has granted its Proposed Order seeking to enjoin Meadows from Arbitrating grievance 13-064 and 14-026, even though American has previously participated and agreed to arbitrate such proceedings in written communications to Meadows and also in Court Pleadings. (SOF ¶ 50-53). In APA's case, this Court accepted on face value APA's General Counsel's no notice appearance and testimony that it did not support Meadows SOX claim during the April 14, 2014 claim objection hearing, and refused to allowed Meadows to testify or brief in rebuttal. Meadows subsequently submitted correspondence from APA's Counsel, which stated the APA did in fact support Meadows SOX claim as part of Grievance 12-011, and also submitted a brief on his behalf that contain 3 pages of argument related to SOX. (Dkt. 12005)

This highlights this Courts clear bias and prejudice against Meadows, and amount to an erroneous application of the Law, to Meadows detriment and in Debtors' favor.

## **8. The Court Infringes On Meadows 1<sup>st</sup> Amendment Right Of Freedom Of Speech**

This Court's Injunction Order has "*prohibited Meadows from further communications with American's employees regarding any of these [pending litigation] matters...*" [Emphasis Added]. Dkt. 12738 At 4). Meadows regularly communicates with other pilot employees and union members regarding American's unethical and fraudulent conduct as it related to the contractual rights, seniority, disability benefits, under the CBA, and statutory rights under RLA, ERISA, SOX, Dodd Frank, etc. First, to otherwise enjoin Meadow from those communications amounts to an unlawful infringement of his Constitutional First Amendment Right of Freedom Of Speech. Second this Order also unlawfully enjoins Meadows from exercising his Union Member Bill Of Rights, which guarantee the right of assembly and freedom of speech in the union hall, as provided under the Labor Management Relations Disclosure Act ("LMRDA"). Third, this Order unlawful order would allow bar Meadows from speaking to Executive Officers regarding American financial performance, SEC Report, and shareholder rights as a owner of AAL stock.

Finally, this order not only prohibits Meadows him from communicating with fellow pilot employees, but it also acts as a general bar, which enjoins Meadows from discussing matter relating to his litigation and ongoing employment rights, as necessary with American's Administrators or Mangers with respect to the administration of his payroll and benefits, or with American's Executives to report instances of reasonably believed or actual financial fraud, as it relates to conduct, financial operation, reports, or SEC filings of the Company.

## **9. The Court Distorts the "Fresh Start" Policy And Granted Debtors A Continuing License To Violate The Law**

The case of *O’loghlin v. County of Orange*, 229 F.3d 871, 874 (9<sup>th</sup> Cir. 2000) (citing *McCrery v. Trans World Airlines, Inc.*, 81 F.3d 739,741 (8<sup>th</sup> Cir. 1996)), involved the EEOC ADA claims of disabled nurse, whose employer also filed chapter 11. Meadows EEOC ADA case is similarly situated to the nurse in *O’loghlin*, who like Meadows filed an EEOC charge for a pre-petition act of discrimination, and also didn’t preserve the original EEOC charge in a proof of claim, and she didn’t receive her right to sue letter until after confirmation, but her employer’s discriminatory conduct was ongoing.

The circuit court in *O’loghlin*, affirmed in part and reversed in part. First, the court agreed that the disabled nurse’s claims, insofar as they existed prior to the confirmation of the plan were discharged by the bankruptcy confirmation. The fact that the nurse could not bring suit until after the plan was confirmed (based on when the EEOC issued its right-to-sue letter), did not preserve the claims for litigation after the bankruptcy case. After all the circuit court opined one of the purposes of bankruptcy was to give debtors a “*fresh start*” upon their emergence from bankruptcy to accomplish this, all of the existing debts of a debtor are dealt with by the reorganization plan and discharged upon confirmation of that plan. A claimant who fails to ensure that her claim is treated by the debtors plan loses her rights to bring suit based on that claim once a plan is confirmed. Only in this way can a debtor truly get a “*fresh start*.”

**However, the fresh start policy of bankruptcy is not threatened by allowing a suit against the debtor based on debtors’ conduct after the bankruptcy case terminates. A**

**“fresh start” is not a “continuing license to violate the law.”** For this reason, the circuit court disagreed with the district court’s dismissal of the alleged *post-confirmation* violation.

Explaining the “continuing violation doctrine”, the circuit court stated that, “if a discriminatory act takes place within the limitations period and the act is ‘related or similar to’ the act that took

place outside the limitation period, all related acts –including the earlier acts – are actionable as part of a continuing violation.” The consequence of this doctrine is that an employer cannot “insulate itself” from liability [as the Court is otherwise allowing American to do here] “using its earlier conduct to avoid liability for later illegal conduct of the same sort.” Thus, the court held that the third post-confirmation incident should not be shielded from the discharge by the mere fact that the nature of the pre- and post-discharge incidents were related. To do so would give an advantage to a debtor who commits a pre-discharge violation, where the debtor would be otherwise liable for its post-discharge (“post-effective”) conduct. By so holding, the court sought to balance the public policy behind granting a debtor a “fresh start” with the strong federal interest in preventing continuing violations of federal anti-discrimination and anti-retaliation laws.

Therefore, because Meadows has had a 24 year continuing employment relationship as supported by the objective record facts and evidence described above, he is entitled to pursue American’s ongoing violations of his contractual and statutory rights under the Continuing violation doctrine, just as this Court previously Ordered in *Mesidor* (Dkt. 12069). To do otherwise means this Court has unevenly and arbitrarily applied the law, resulting in a perversion of the “fresh start” policy of bankruptcy, and allowing Debtor’s to unlawfully *insulate itself* from liability by using its discharge of earlier conduct to avoid liability for later ongoing illegal conduct of the same sort.

### **CONCLUSION**

This Court’s Injunction Order is erroneous and unlawful, and acts as a complete and total bar of Meadows access to his contractual rights and remedies under the CBA and grievance machinery under the RLA to handle and adjust his “minor disputes” in the usual manner, as it

relates to his improper termination and removal from the seniority list, in violation of the CBA. This order, also implies that Meadows' can't seek relief as to as it relates to his ongoing disability claims, which involve the ongoing receipt of collectively bargained employee pay and benefits, or his right to reinstatement as an active pilot if medically qualified. That is prejudicial and plain wrong as a matter of law, for Meadows is absolutely entitled to not only contractual remedies, but also statutory remedies including but not limited those provided under the RLA, ERISA, ADA, SOX, Dodd-Frank, and RICO Acts, as necessary to enforce any future contractual or statutory violations.

Based on all the foregoing, Meadows respectfully requests that this Court Alter and Amend its April 14, 2016 Memorandum Of Decision and vacate its associated May 16, 2016 Injunction Order. Then reverse and eliminate any decision which improperly concludes that Meadows was terminated and removed from the pilot seniority list, and instead adopt Meadows previously submitted Proposed Order (Attached herewith), and allow Meadows to proceed with Grievance 12-011, 12-012 and 13-064 as already agreed to by American, and also Meadows should be allowed to proceed with post-petition grievance 14-26. Alternatively, Meadows respectfully requests a full evidentiary hearing into all the arguments raised herein. Otherwise, Meadows will be subject to various violations of his contractual, statutory, constitutional, and property rights, and be left completely remediless as to his allowed grievance claims, and any future ongoing violations relating to his payroll, benefits, and reinstatement; thereby, leaving him to suffer an incurable and manifest injustice.

Dated this 28<sup>th</sup> day of May 2016;

Respectfully Submitted,



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Lawrence M. Meadows, Pro Se  
203 N. LaSalle St., Suite 2100  
Chicago, IL 60601  
Telephone: (312)-917-6214  
[lawrencemeadows@yahoo.com](mailto:lawrencemeadows@yahoo.com)