

Lawrence M. Meadows, Accuser
PO Box 4344
Park City, UT 84060
516-982-7718
lawrencemeadows@yahoo.com

FO Lawrence M. Meadows, Accuser)	
(an individual member in good standing))	Allied Pilots Association (“APA”)
v.)	Appeal Board
)	Article VII Proceedings
CA Pam Torell, Accused)	
(an individual member))	

CLOSING BRIEF OF LAWRENCE M. MEADOWS

Submitted To:

APA Secretary-Treasurer:

May 17, 2017

TABLE OF CONTENTS

INTRODUCTION..... 2

THRESHOLD MATTERS..... 3

A. **Meadows Charges Are Indeed Timely**

B. **Meadows is Indeed a Member in Good Standing**

C. **The Valverde Decision in *Meadows v. Wilson* is Fatally Flawed & No Stare Decisis**

1. **Valverde Exceeded His Jurisdiction:**

2. **Valverde Exceeded His Authority:**

3. **Valverde’s Decision Contradicts Itself**

4. **Valverde’s Decision Conflicts With Arbitral/Appeal Board Precedent**

5. **Arbitral Decisions Shave No “ Stare Decisis’ Value**

D. **Regardless Meadows Charges Have Been Decided to be Cognizable**

PRELIMINARY MATTERS..... 10

A. **CA Torell’s Closing Brief/Evidentiary Exhibits Should be Stricken be Defaulted**

B. **Torell’s Brief was Submitted Incomplete without Attribution and is Therefore Untimely**

C. **The APA Appeal Board Article VII Machinery is Corrupted**

STATEMENT OF FACTS..... 15

CHARGES PROFERRED BY MEADOWS AGAINST TORELL..... 20

ARGUMENT..... 21

A. **Torell Willfully Violated C&B Refusing to Issue Disabled Pilots Membership Cards**

B. **Torell Willfully Violated C&B By Unilaterally Signing A Monetary Instrument In Excess of \$5,000, and Disposing of Meadows \$5.6M grievance Without Notice**

CONCLUSION..... 26

INTRODUCTION

Meadows sued APA for the LMRDA violations of both CA Wilson and CA Torell, but was court ordered to first exhaust his internal Article VII remedies¹. The LMRDA violations are real having already proven and upheld by a federal judge in the LMRDA trial of *Emery v. APA*; who held that CA Wilson enforcement of APA's AUP against disabled MDD members was an impressible infringement of such pilots protected rights of Freedom of Speech and Assembly in violation of the LMRDA Union Member Bill of Rights. Accordingly, for purpose of these instant Article VI proceedings, Meadows has necessarily focused on CA Torell's underlying violations of the APA Constitution & Bylaws ("C&B").

As an APA member in good standing, Meadows has timely and properly sought Article VII charges against CA Pam Torell as an individual for individual C&B violations committed solely by herself. The charges center around to unlawful acts, First, she willfully refused to uphold her constitutional duties as APA-Secretary-Treasurer, by refusing to issue disabled MDD pilots membership card for over three years; that coupled with her participating in Wilson's unlawful C&R lock-out (they both consulted APA's GC), effectively deprived disabled MDD members access to the physical and virtual union hall, during crucial JCBA and SLI negotiations.

¹ APA must be mindful of why Meadows' Article VII proceedings are taking place to begin with. During his federal court Utah LMRDA litigation in *Meadows v. APA*, APA's former general counsel Steve Hoffman argued that as an APA member, Meadows must first fully exhaust his internal union remedies; thus, at Mr. Hoffman's behest the Utah Court dismissed Meadows LMRDA claims without prejudice, and ordered that he must first exhaust his internal union remedies before refiling his LMRDA lawsuit. There are two important take aways.

First, Mr. Hoffman by representing to a federal judge that Meadows must exhaust internal remedies, implied to a Federal Judge that Meadows absolutely had a right to exercise his internal article VII union remedies, with the implication that that Meadows MUST BE a member in good standing. Otherwise, that is yet another material misrepresentation of fact by Mr. Hoffman on behalf of APA.

Second, according to the C&B and prior arbitral precedent in *Annable v. Wissing* that APA's internal union Article VII remedies "do not address labor laws of the land" (i.e.; the LMRDA). Thus Mr. Hoffman, has made yet another material misrepresentation of law – there are in fact no internal union remedies for the LMRDA, only for the APA C&B. Forcing Meadows LMRDA claims into Article VII, was nothing more than a bad faith dilatory tactic.

Bottom line, either the AB in this instant matter upholds past precedent, past-practice, and the testimony of former APA President Wilson that supports Meadows is a member in good standing, OR Steve Hoffman and APA will have once again committed fraud upon the U.S. District Court of Utah. If certain APA officers and employees continue to in refusing to acknowledge that Meadows is indeed an APA member in good standing (as was otherwise admitted in former Pres. Wilsons' sworn testimony), then an Independent Rule 60 motion must/will be filed in the UDC. Why does APA even want to go there??? To that end, APA and its AB must immediately and decisively resolve this confusion, and formally assert a disabled member who has paid all his dues and assessments through his date of disability, remains a "member in good-standing."

Second, she was also charged with violating her constitutional Fiduciary Responsibility and “*Misappropriating money or property of the Association;*” unilaterally signing a monetary instrument values in excess of \$5,000, which otherwise required two signatures; thereby, reducing APA’s bankruptcy Proof of Claim, from \$5.361B to only \$2.7M, and excluding Meadows Grievance 12-011 (valued at \$5.6M itself), without notice to Meadows nor his consent.

Prior to making Arguments supporting the underlying charges, Meadows feel that certain other significant matters must first be addressed. First, Meadows must address and make arguments relating to the Threshold Matters, of timeliness and standing which were improperly raised by CA Torell. Second, Meadows asks the Appeal Board (“AB”) to address the Preliminary Matters, relating to his unanswered motion to enter a default motion against Torell, and strike her Closing Brief and improperly submitted Exhibits in their entirety. Additionally, Torell never signed her Closing Brief as submitted, thus it is incomplete and without attribution; and therefore is untimely, and must be stricken in its entirety. Finally, the unethical conduct and institutional meddling, which Meadows has been forced to endure throughout all of his Article VII proceedings cannot be ignored.

Regardless, the AB must be mindful of CA Torell’s bad faith conduct. First she tried to dodge out of these proceedings altogether, by improperly relying upon the flawed Valverde Decision, and asserting Meadows does not have standing, Second, during her partial appearance she was a difficult, uncooperative, evasive witness; who refused to answer even the most rudimentary questions directly related to her official duties. Third, she flouted the rules and usurped the authority of the AB, by refusing to appear as the Accused and continue the AB’s ordered testimony, from which she was never released. In so doing she created an adverse legal precedent that will enable future accused to not appear with impunity; unless she is held to account and fully sanctioned, to include expulsion. Otherwise, she will have made a mockery of APA’s Article VII/AB Machinery rendering it ineffective and unable to effectuate its primary purpose - the expulsion of scabs and strike-breakers.

Given CA Torell’s bad faith conduct and her refusal to testify, Meadows prosecution has been severely hampered and prejudiced. Accordingly, the AB ruled that it would accept all of Meadows inferences and allegations, and give deference to his reasonable legal conclusions related thereto.

THRESHOLD MATTERS

A. Meadows Charges Are Indeed Timely

The C&B, Art. VII.L. Charges, states in relevant part; “1. Charges may be brought under this Article by any member in good standing against any other member.” and, “2. Except for charges filed in accordance with Section A.1 and A.8. of this Article, charges must be filed within

one (1) year after the alleged offense.” Meadows filed his charges in this matter related to CA Torell’s failure to issue membership cards and unilaterally signing a monetary instrument worth more than \$5,000 on April 14 ,2015.

As to the membership card charges, Meadows first made a written demand to CA Torell for such card on December 4, 2014, and she never responded and failed to issue such card. Meadows timely filed charges within 4 months, well within the 1year statute of limitations specified in Article VII.

As to the charges related to CA Torell’s execution of a monetary instrument valued at greater than \$5,000, based on her unilateral no-notice exclusion of Meadows’ Grievance 12-011 from APA’s Proof of Claim; after numerous requests, on April 1 2014 APA Legal provided Meadows a copy of APA’s Proof of Claim without further explanation. After, Meadows determined his grievance was excluded he immediately sent certified letter and email, demanding an explanation from Torell. After not receiving a response, on April 14, 2014, he again left a voicemail for Torell to inquire about the status of his grievances on APA’s proof of claim. That very same day, APA’s general counsel appeared in American’s bankruptcy proceedings to act adverse to Meadows claims. At that juncture, Meadows realized that Torell was ignoring him, and that APA was acting hostile to him and his grievances claims. Accordingly, Meadows exactly one year later Meadows timely filed his Article VII charges against CA Torell, for her unilateral no-notice exclusion of Grievance 12-011 and refusal to re-claim APA’s proof of claim.

Based on the foregoing, all of Meadows Article VII Charges against Ca Torell were clearly filed timely, within 1 years as mandated y Article VII.

B. Meadows is Indeed a Member in Good Standing

The APA is defined as a labor organization under the Labor Management Reporting and Disclosure Act of 1959 (“LMRDA”), 29 U.S.C. §401 *et. seq.*; and, the APA C&B Art. 1 Sec. 6, states that APA is governed by the Parliamentary Law of Roberts Rules of Order, which in turn adheres to the doctrine of the hierchy of laws, i.e.; statutory laws are superior to state laws, corporate charters, and Constitution & Bylaws, (in this case the APA C&B). Indeed, in the Article VII Arbitration Decision and Award of *Sproc v. APA Nat. Officers*, Arbitrator Valverde applying that doctrine, held that the C&B cannot preclude federal laws. Or in this case the C&B does not preclude the LMRDA. Specifically, the LMRDA 29 U.S.C. Sec. 402, ¶ (o), a member and member in good standing is synonymous and both are defined as follows;

"Member" or "member in good standing", when used in reference to a labor organization, includes any person who has fulfilled the requirements for membership in such organization, and who neither has voluntarily withdrawn from membership nor has been expelled or suspended from membership after appropriate proceedings consistent with lawful provisions of the constitution and bylaws of such organization;"

Additionally, all MDD's who have fulfilled the requirements for membership (i.e.; initial qualification under C&B Art. III Sec. 1, and payment of all dues and financial obligations to the association up to the date of disability), who have neither voluntarily withdrawn, nor been suspended or expelled, are indeed members good standing entitled to all LMRDA Union Member Bill of Rights, including but not limited to; 1) Freedom of Speech and Assembly, 2) Equal Right of Participation in union activities), 3) Protection of the Right To Sue.

The Associations inconsistent positions regarding membership status and standing of disabled MDD pilots, has been a source of counter-productive controversy members, since the April 22, 2014 C&R Lock-out, causing the substantial expenditure of association resources legal and otherwise, and leaving the association exposed to several LMRDA lawsuits. One such suit, the federal LMRDA case of *Emery v. APA* (FLSD, Case No. 9:14-cv-80518, Jan. 4, 2017), involved the membership card and C&R Lock-out claims of another disabled MDD APA Member, Kathy Emery. That matter went to trial in early December 2016 trial, less than two weeks later, and three years after Meadows' had demanded a membership card; CA Torell finally and suddenly issued disabled MDD members APA Membership cards. Shortly thereafter, the Honorable Judge Hurley ruled that disabled MDD APA member Kathy Emery (who is situated exactly like Meadows for purpose of APA membership), was an indeed an APA union member in good standing under the LMRDA, and entered a Ruling that the APA's AUP was unlawful, and amounted to an impermissible infringement of disabled MDD APA member Emery's Free Speech Rights in violation of the LMRDA. Accordingly, the Court issued an Injunction ordering APA to treat disabled MDD APA member Emery as an Active APA member and immediately reinstate her access to C&R.

To be certain, since the C&B cannot preclude the superior law of LMRDA, any pilot who meets the definition and requirements of a "member in good standing" under the LMRDA, must indeed also be a member in good standing under the APA C&B. In fact, no matter what the APA says, the LMRDA, Union Member Bill of Rights (Sec.101(b)) is plain on its face and states; *"Any provision of the constitution and bylaws of any labor organization which is inconsistent with the provisions of this section shall be of no force or effect."*

As a result of the Emery ruling/Injunction, APA President Dan Carey issued an Official APA Communication, **Your Access to C&R**, which had the effect of treating disable MDD pilots as Active members for purpose of accessing C&R, and stated in relevant part;

"Today, January 13, 2017, APA President Dan Carey directed that all inactive APA members with an APA status of MDD (Medical Disability Dropped) be granted access to Challenge and Response (C&R.)"

Immediately thereafter, President Carey reinstated all disabled APA MDD members, without any modification to the existing AUP which states relevant part;

Challenge & Response/membership Forums

“The following specific Terms and Conditions of Use apply to Challenge & Response and other unmoderated member electronic forums (“Forums”).

*Members Only: Authorization to participate in the Forums is restricted exclusively to **active, retired, and furloughed APA members;**”*

To be sure, disabled MDD members, can be neither retired or furloughed. Therefore, in order for CA Carey to grant them C&R access based on the existing AUP, they must be considered to be Active APA members. Otherwise, said access would amount to an APA Policy violation. Indeed, APA’ past-practice is to treat disabled MDD pilots as Active APA Members for purposes of accessing C&R since its inception some 20 years ago, and for rights, privileges, rights, and benefits and membership; and indeed before CA Torell was elected Secretary-Treasurer on July 1, 2013, her predecessors in that office issued disabled MDD pilots, like Lawrence Meadows, Active APA Membership cards through late 2012. Additionally, APA’s past-practice is to allow disabled MDD members “*participation in Association sponsored programs*”, such as the ***APA Group Term Life & Voluntary Accidental Death & Dismemberment Insurance Plan, For Active Members***, which specifically provides that, “*Disabled Members are considered Active until age 65 or Retirement (if earlier).*” (Plan Doc. Pg. 6 footnote 1).

Moreover, on September 28, 2016, during his AAA Article VII Arbitration, President Wilson further clarified during sworn testimony that such disabled APA MDD members remain in good standing if they were current in their dues, and in good standing prior to going on a disability status. (Wilson Art. VII. AAA Hrg. Tr. 9/27/16, 178:2-7² and 198:1-3³); and also acknowledged that APA Constitution and Bylaws, Article III, Section 7.A. of states that a, “*member in good standing is entitled to participate actively in all APA activities and is entitled to all of the rights, privileges, and benefits of membership in the APA.*”

Therefore, there can be no doubt that Meadows as a disabled MDD APA member, is a member in good standing as a matter of law as provided under the LMRDA, and that the APA C&B cannot preclude such right.

C. The Valverde Decision in *Meadows v. Wilson* is Fatally Flawed & No Stare Decisis Value

CA Torell made bad faith attempt to dodge out of these proceedings altogether, based on her reliance on the erroneous corrupt decision of Arbitrator Valverde in *Meadows v. Wilson*. Any such reliance on the Valverde decision is flawed for many reasons, to include; 1) That Valverde exceeded his jurisdiction, 2) Valverde exceeded his authority, 3) Valverde’s decision contradicts itself, 4) Valverde’s decision conflicts with prior Arbitral and Appeal Board precedent, and 5)

² **AAA Arbitration *Meadows v Wilson* Tr. 9/27/16, Vol. 1, 178:2-7;**

Q. So if a disabled pilot is current in his dues and goes on disability, so he's on good standing prior to going on disability, does he remain a member in good standing?

A. He's a member in good standing.

³ **AAA Arbitration *Meadows v Wilson* Tr. 9/27/16, Vol. 1, 198:1-3;**

Q. Since I'm current in my dues, you agree I'm a member in good standing, then?

A. Yes.

that Valverde's decision has no "Stare Decisis" value and Cannot Establish APA Policy. Moreover, the current Appeal Board Chairman CA Robert Sproc, admitted that he thought Valverde's decisions was erroneous, and conflicted with the Joe Barkate precedent in his own Article VII proceeding, and also believed Valverde as corrupt and conflicted as the result of performing non-disclosed agency fee arbitrations for APA.

1. Valverde Exceeded His Jurisdiction:

Meadows membership issue was never properly before Arbitrator Valverde. In fact, during the Wilson Article VII hearing the AB bifurcated Meadows membership claims and deferred them to the Torell proceedings, which hadn't even taken place before Valverde improperly attempted to rule on that issue.

2. Valverde Exceeded His Authority:

Despite the membership issue being deferred, Arbitrator Valverde insisted on delving into to it; but at the same time denied Meadows properly served subpoena for the witness testimony of CA Torell. As APA Secretary-Treasurer CA Torell due to the prime duties relating to membership issues, she was a prime witness on membership issues, but Meadows was denied his right to subject her to direct examination. As such Meadows was prejudiced.

3. Valverde's Decision Contradicts Itself

To the extent Valverde addresses the membership issue, his decision is non-sensical and contradicts itself within the body of its own decision.

First, in Valverde in footnote 6 of his Decision seemingly acknowledges that he does not have jurisdiction to decide Meadows' membership status, and that that issue is to be fully addressed in a subsequent (Torell) arbitration, stating in relevant part;

“The arbitrator is aware that the Appeal Board deferred on this issue and treated Meadows as a member in good standing in order to address the allegations raised by the charges. (See, AB, fn. 1, p. 1). Further, it appears that the matter of Meadows' membership status is to be fully addressed in a subsequent arbitration involving the issuance of membership cards. Accordingly, Accuser's membership status will be addressed only to the extent necessary to resolve the issues in this case.” (AAA Decision, Case No. 01-16-0001-4118, *Meadows v. Wilson*, Pg. 13.).

Yet two pages later in that very same Decision, Valverde veers wildly off-course, and despite lacking jurisdiction and depriving Meadows of relevant “membership” related testimony, he proceeds to somehow decide Meadows is not a member in good standing, stating in relevant part;

“an active member's ‘good standing’ status fundamentally changes when he/she becomes an inactive member. Accordingly, the arbitrator finds that when Meadows became an inactive member, he lost his good standing status within the Association.” (AAA Decision, Case No. 01-16-0001-4118, *Meadows v. Wilson*, Pg. 15, para. 1.).

Valeverde's Decision plainly contradicts itself, and is wrong on its face. Not to mention that it conflicts prior arbitral and Appeal Board precedents, as discussed next.

4. Valverde's Decision Conflicts With Prior Arbitral and Appeal Board Precedent

Valverde's decision that Meadows as an inactive disabled APA member, is not a member in good standing is not only wrong, but it simply contradicts long-standing prior arbitral and Appeal Board precedents.

First, Valverde ignores the precedent of Arbitrator Wolitz, in the matter *Annable v. Wissing*, (AAA Case No. 71 300 00050 004 January 10th, 2005, pg. 22), which defines the term "member in good standing" as it relates to APA's C&B ruling in relevant part;

Therefore, one can reasonably conclude that the term "member in good standing" refers to whether a member has fulfilled his financial obligation to the Association. First Officer Barkate has no current financial obligation to pay dues and at the time of his appointment had fulfilled his commitments.

This Board's interpretation of the relevant passages of the APA Constitution and Bylaws pertaining to the meaning of "in good standing" is essentially the same as that highlighted in Arbitrator Wolitz's decision (*Annable v. Wissing*, AAA Case No. 71 300 00050 004, January 10th, 2005, pg. 22).

Next, relying upon the Wolitz decision, the APA Appeal Board Decision subsequently issued a ruling in *Sproc v. APA National Officers* (Nov. 30, 2012), which held that inactive disabled APA member, FO Joe Barkate (who was similarly situated to Meadows), indeed remained a member in good standing, and was entitled to be a sitting member of the Appeal Board, holding in relevant part;

Therefore, one can reasonably conclude that the term "member in good standing" refers to whether or not a member has fulfilled his financial obligation to the Association. First Officer Barkate has no current financial obligation to pay dues and at the time of his appointment [to Appeal Board] had fulfilled his commitments. This Board's interpretation of the relevant passages of the APA Constitution and Bylaws pertaining to the meaning of "in good standing" is essentially the same as that highlighted in Arbitrator Wolitz's decision (*Annable v. Wissing*, AAA Case No. 71 300 00050 004 January 10th, 2005, pg. 22). (M. Ex. X at 4).

Clearly, Arbitrator Valverde's ruling is wrong, as it plainly contradicts the prior precedents set by Arbitrator Wolitz in *Annable*, and the APA Appeal Board in *Sproc*.

5. Arbitral Decisions have No "Stare Decisis" Value

Arguendo, even if the Valverde decision was correct (which it is not), a former AB Chair Jason Goldberg stated in his 2009 Winter BOD recommendations, such arbitrations have no *Stare Decisis* value;

While precedent can and does control in formal legal proceedings, there is no requirement to follow the principle of *stare decisis* (precedent) in arbitration.

In other words, the Valverde decision cannot set legal precedent, and is in fact inferior and subordinate the federal court decision in *Emery*; which states APA must treat disabled members like Emery as an Active APA Member in good standing. Moreover, the AB cannot rely on the Valverde decision, as it is not the policy of APA and only the APA BOD can set policy. To the extent APA wants to use the Valverde decision to assert the disabled MDD pilots like Meadows are not members in good standing, the BOD would have to approve a resolution to adopt the Valverde decision, and accordingly modify the language of the C&B. Even, if the BOD did such, it would run afoul of the LMRDA Sec. 101(b) (as noted in “Threshold Matter B.” above); as such modification would violate the LMRDA and be deemed of “no force or effect.”

D. Regardless Meadows Charges Have Already Been Decided to be Cognizable

In addition, to Meadows arguments supporting timeliness of his charges and his proper standing to bring them as argued in A. and B. above; the AB has already effectively deemed Meadows charges to be Cognizable. According to Black’s Law Dictionary; ***Cognizable*** means capable of being known or considered. It means capable of being judicially tried or examined before a designated tribunal. A cognizable claim or controversy is one that meets the basic criteria of viability for being tried or adjudicated before a particular tribunal. The term means that the claim or controversy is within the power or jurisdiction of a particular court to adjudicate.

Accordingly, CA Torell’ specious claims that Meadows lacks standing or are simply irrelevant at this juncture as, the AB has already deemed Meadows charges as being cognizable long ago.

Specifically, the C&B Art. VII.D.7 and 9., mandates that, “*The Appeal Board may decide that the charges as set forth by the accuser fail to state a cognizable claim. The Appeal Board will then dismiss the claim, via a written opinion.*”, and “**The Appeal Board shall issue its decision no later than sixty (60) days from the date that the Appeal Board obtains jurisdiction over the case, either by appeal or by assuming or obtaining original jurisdiction.**” Meadows filed his charges in the first instance with the AB (original jurisdiction) on April 14, 2014, but AB failed to timely render a decision within 60 days as to whether or not Meadows’ charges were cognizable as mandated by the C&B. In fact, the AB never rendered such written decision that Meadow charges were not cognizable, and ignored Torell’s February 2017 letter demanding to stop the proceedings when she improperly asserted Meadows was not in good standing, and hence that his charges were not cognizable.

Regardless, the C&B Art. VII. D.7., goes on to state; “*If the Appeal Board determines that the charges state a cognizable claim, the Appeal Board shall hold a hearing,*” Indeed, by not timely entering a written decision that Meadows charges were not cognizable, they were instead deemed cognizable, especially after the Appeal Board decided to schedule and actually held a hearing on March 1st and 2nd, 2017.

Moreover, the fact that a hearing was held, means that Meadows charges were indeed cognizable, and “met the basic criteria of viability for being tried or adjudicated before a

particular tribunal”, and that Meadows charges were properly within the jurisdiction of the Appeal Board. Thus, at this juncture in this case the claims of untimeliness or lack of standing are moot. Furthermore, the legal doctrines of laches and waiver bars the enforcement of contractual rights that were not otherwise timely acted upon. Thus, it is too late to revisit or undo the fact that Meadows was deemed to be a member in good-standing for purposes of filing charges, and that those charges were indeed timely.

In sum, the AB in accordance with the procedures in Article VII the AB has already deemed Meadows charges cognizable, and accordingly considered them timely and that Meadows must be a member in good-standing. If the AB is compelled to flout the rules and do otherwise; then caution is to be advised as it will verify that APA and its former General Counsel committed fraud upon the Utah District Court. (*Id.* Footnote 1).

PRELIMINARY MATTERS

A. CA Torell’s Closing Brief/Evidentiary Exhibits Should be Stricken and She should be Defaulted

CA Torell should not be allowed to rely upon ANY exhibits in her defense, as she never properly introduced and entered them into the record, either through testimony of herself or other witnesses. Thus, her exhibits were not properly authenticated. Thereby, depriving Meadows of his right to perform any cross-examination of her exhibits. Under these circumstances, such submission is entirely improper and must not be allowed, not to mention in violation of the standard protocols and the rules of evidence used by administrative tribunals. Thus, it is grossly unfair and prejudicial to allow her to use her exhibits in support on any argument she attempts to make in her brief; because she refused to appear (despite not being released from her obligation to provide sworn testimony by the AB Chairman), making herself unavailable as the necessary and prime witness to complete her testimony and presentation of her case.

Indeed, in response to her refusal to testify, the AB Chairman admonished CA Torell, stating that her attendance was mandatory and by refusing to appear she usurped the authority of the AB⁴. Such malfeasance should not be rewarded, as by usurping the authority of the AB, she has also created an adverse precedent; that the future accused members do not have to appear to face their charges; rendering the Article VII machinery an ineffective toothless-tiger, to the associations detriment. Giving rise to yet another round Article VII charges. Accordingly, during the hearing, I had objected on the basis of being prejudiced by the lack of her testimony and submission of evidence as being incomplete.⁵

⁴ CHAIRMAN HEPP: Pam Torell is the accused in her Article VII hearing, not a volunteer. We believe this compels her to be present...Pam Torell as secretary-treasurer is usurping the authority of this appeal board and the authority given to this board by the APA board of directors... (AB Hrg. Tr., Mar. 2, 2017, pg. 311:5-18).

⁵ MR. MEADOWS: But there should have been a cross-examination. I should have had follow-up 14 questions. We haven't even gotten to the point where she got crossed and I get to redirect...I know, but in other words, he could have cross-examined her after my line of questioning and I would have an opportunity to redirect. So her testimony's incomplete. (AB Hrg. Tr., Mar. 2, 2017, pg. 313:13-23).

Secondly, based on the CA Torell's usurping the authority of the AB and BOD, and by refusing to appear as both the Accused and as the Accuser's primary witness, failing to present her arguments or introduce her evidentiary evidence on the record; her Closing Brief should also be stricken in its entirety, and the AB should enter a Default Judgement against her; just as would be done in any other court or administrative tribunal. Whereby, by she failed to mount any defense, or any dispute to Accuser's charges; whilst also depriving the Accuser of his right to a full and fair hearing (to include direct and cross-examination of Accused and her exhibits) to prosecute his meritorious charges. Additionally, the AB has already sanctioned the Accused, and ruled that Meadows' argument and exhibits introduced into the record shall be subject to his inferences and given deference by the AB.

In particular, the CA Torell absolutely failed to present any argument or evidence, to support her representative's baseless and conclusory opening argument assertions that Meadows was not a member good-standing and thus didn't have standing to bring these Article VII charges, nor that his filing was untimely as to his 2nd charge (relating to unilaterally excluding G-12-011 from APA's Proof of Claim. According to the C&B Art. VII. It is undisputed and a matter of record fact and law that Meadows is indeed an APA member in good standing, as supported by, the LMRDA 29 U.S.C. §402, ¶ (o). and Sec. 101(b), prior Art. VII. AB decision in *Sproc v. APA*, prior AAA Art. VII. arbitral precedent in *Annable v. Wissing*, and as admitted by former APA president Keith Wilson in his recent AAA Art. VII. sworn testimony. Moreover, the AB, couldn't have moved this matter to a hearing unless they deemed his charges *Cognizable*, which means Meadows met the jurisdictional and filing criteria of APA's C&B Art. VII. B.1, which provides that; "*Charges may be brought under this Article by any member in good standing against any other member.*"

Therefore, the AB by virtue of not deciding dismissing the charges as not cognizable and escalating them to a formal hearing, has in fact already decided that Meadows is indeed an APA member in good-standing, and also already ruled that it would grant him inferences and give deference to his claims, argument, and exhibits. To be certain the Accused introduced no evidence whatsoever, showing that Meadows is not a member in good standing, nor that his charge(s) are untimely, must less introduce any evidence to dispute his charges. Regardless, Meadows argument and evidence already establish that; 1) CA Torell admitted that MDD's, like Meadows, were inactive members of APA since she took office in July 2013, 2) that she was aware of her obligations as Secretary-Treasurer under the supreme law of APA's C&B, 3) but she made a deliberate decision not to comply with her obligations to issue MDD pilots membership cards as otherwise required under the C& Art. III. Sec. 4., 4) and the record shows that despite certified demands made by several disabled MDD pilots she willfully ignored said demands, and refused to issue them membership cards for some 3 ½ years, until the eve of the *Emery* LMRDA trial.

Disturbingly, CA Torell has already made a deliberate and unlawful decision to abandon these proceedings, and in so doing has waived any further rights to respond, much less be allowed to continue defend herself in these proceedings with the assistance of a brief prepared by APA's counsel at the membership expense. Furthermore, these proceedings are to be conducted under rules and AB Policy in place when they were filed in April 2014, just like APA BOD insisted on reusing the old AB on this instant matter. Thus, those rules do not allow for paid

union leave for either the Accuser, Accused or their representatives, nor do the old or current rules (Sep. 2016 AB Policy Manual - not yet approved by BOD) allow for the substantive involvement of the Institution, to include, legal advice from either APA's in-house or general counsel, other than for administrative support (docketing, notices, etc.) of the AB. Therefore, to allow her conflicted Representative⁶ to defend and continue to defend her with the assistance of APA's Counsel all at the memberships expense, is indeed a Major Policy Violation and rises to the level of inter-union corruption, which is absolutely detrimental to the membership; as it violates APA's supreme law, C&B Art. VII.A., "4. *Misappropriating money or property of the Association;*" and, "7. *Any act contrary to the best interests of the APA as an institution or its membership as a whole.*"

B. Torell's Brief was Submitted Incomplete without Attribution and is Therefore Untimely

What appears to be Captain Torell's Article VII Closing Brief, which was unsigned and imply entitled "*Post Hearings Brief Meadows v. Torell*", was sent to Meadows by an APA staff assistant via email on the Accused's closing briefing deadline of April 17, 2017. However, that briefing was never sent via certified mailing to myself, as is standard practice for all formal notices and filings in Article VII proceedings.

To be certain, the purported "Torell" briefing which Meadows received was not signed at all, much less by CA Torell and/or her Representative. CA Wilson, certainly didn't have a problem signing all of his Article VII pleadings, nor should CA Torell. It is axiomatic that all pleadings and briefings in legal proceedings whether in court⁷, arbitration, or an administrative tribunal as is the case here; must have attribution and be signed by either the Pro Se party or their representative. This is not only common sense, but standard practice on all forms of written submissions, whether it be a party or representative signing a legal briefing, a pilot signing a flight plan or log book, or a grade school student taking credit for an essay. Sadly, I suspect this was not an inadvertent oversight, but an intentional omission. On information and belief, CA Torell or her Representative couldn't have signed "their" briefing because it was not of their own doing, but instead based on the work product of APA Legal. Throughout, these proceedings APA Legal has improperly advised and written documents for CA Torell's personal defense, at association expense.

⁶ CA Torell's union paid Representative, CA Jeff Thurstin, has already admitted on the record that he is not only representing her, but also the interests of APA Legal, and that he will be drafting her briefing, presumably with the assistance of Mark Meyers APA Legal and/or former APA Gen Counsel Steve Hoffman, all on the memberships dime! The Institution is not and cannot be a party to these proceedings, and it is inappropriate, unethical, and in fact unlawful for them to meddle in the unions Article VII Machinery.

⁷ For example, the Federal Rules Civil Procedure, Rule 11. Signing Pleadings, Motions, and Other Papers; Representations to the Court; Sanctions; states in relevant part, "**(a) SIGNATURE. Every pleading, written motion, and other paper must be signed by at least one attorney of record in the attorney's name—or by a party personally if the party is unrepresented.** The paper must state the signer's address, e-mail address, and telephone number. Unless a rule or statute specifically states otherwise, a pleading need not be verified or accompanied by an affidavit. The court must strike an unsigned paper unless the omission is promptly corrected after being called to the attorney's or party's attention."

Regardless, by not being signed and lacking attribution on date of submission (briefing deadline of 4/17/17), “*Torell’s*” closing brief was incomplete, and therefore untimely. Thus, there is no accountability, and no way to ascertain who is responsible for the arguments made in her purported briefing. Therefore, Meadows respectfully requests the Appeal Board, strike the unsigned document which is purported to “*Torell’s*” closing brief in its entirety, and that it not be considered when rendering its final decision.

C. The APA Appeal Board Article VII Machinery is Corrupted and Must be Cured

Based on my first-hand experience, I find the APA Article VII process to be corrupt and rigged by the institution against the individual members like myself, behaving at times as nothing more than a *Kangaroo Court*. Whereby, the institution has surreptitiously and overtly acted to undermined the individual and collective rights of members such as myself. Not only is APA’s Article VII machinery a source of public embarrassment and substantial legal costs and liability for the association, it is outright unethical and unlawful. I do not make that allegation lightly, and say so with a fair amount of authority having personally suffered through three separate Article VII Proceedings during the past three years,

Indeed, I have personally experienced numerous incidents of unethical/unlawful conduct in my good faith prosecution of charges in the court ordered proceedings of *Meadows v. Wilson* and *Meadows v. Torell*, including but not limited to;

- 1) AB not initiating an automatic mandatory review of C&R lock-out within 14 days,
- 2) AB being advised by APA’s former GC Steve Hoffman (who is the defendant in sanctions filed me in the Utah federal court proceedings in *Meadows v. APA*,
- 3) The AB also getting legal advice from the institution, (i.e.; APA Legal),
- 4) AB Chair Hepp while presiding over *Wilson* submitted two sworn declarations to the Utah federal court in support of Mr. Hoffman, and acted adverse my claims of Mr. Hoffman’s misrepresentations of material fact and law to that court,
- 5) Despite being an adverse material witness in my Utah proceedings, AB Chair CA Hepp refused my numerous written and oral demands for his recusal,
- 6) Ultimately around Dec 2015, the AB denied my article VII charges against Wilson for unlawfully locking us court of C&R,
- 7) The folly of that AB decision was highlighted in Jan 2016, when the Florida federal court in *Emery v. APA* ruled that the APA C&R AUP which Wilson “allegedly” was enforcing to lock-out disable members, was an impermissible infringement of the free speech rights of APA’s disable MDD members, in violation of their union member bill of rights under the LMRDA – Wilson had indeed enforced an unlawful AUP and is so doing violated the C&B,
- 8) There was not a standing list of 5 arbitrators, I was only given a choice of two, and Valverde was the only one that was available, who acted prejudicially I your Article VII proceedings, and charge d you full costs,

- 9) Valverde denied all my properly subpoenaed witnesses, and only allowed Wilson's witness to testify, which included former APA Legal Director Bennett Boggess, and former BOD CA McDaniels,
- 10) Valverde behaved in a biased and prejudicial manner,
- 11) Valverde exceeded his jurisdiction and issued a ruling on matters not properly before him, nor in my Article VII charges relating to my membership standing,
- 12) Valverde ignored the prior arbitral precedent in *Annable v. Wissing*, where Arbitrator Wolitz defined a "member in good standing",
- 13) Valverde also ignored the AB decision and APA policy that disabled inactive APA member, Joe Barkate (similarly-situated like Meadows) indeed remained a member in good standing,
- 14) Valverde exceeded his authority and charged me costs, despite no finding of bad faith,
- 15) Although it can't be proven (yet), I suspect Mark Meyers and/or Steve Hoffman had ex-parte communications with Valverde,
- 16) APA Staff Attorney Mark Meyers meddled in the *Meadows v. Torell* proceedings, and wrote a letter on behalf of CA Torell, and cited to the Valverde decision, attempting to invalidate my standing to bring Article VII charges at all - for the improper purpose of derailing my hearing against CA Torell,
- 17) Regardless, that hearing did occur on 3/1/17, and CA Torell and her Rep were provided paid union leave (PU) in violation of the existing policy,
- 18) CA Torell's Rep admitted on the record that he was indeed representing the interests of APA Legal, despite him allegedly being tasked with representing CA Torell for her charges as an individual, 19) During the first day of hearing, proper protocol was not followed, and CA Torell was not sequestered to a witness stand, instead allowed to sit directly next to her Rep who counseled and coach her on each and every objection,
- 20) During that 1st day, CA Torell usurp the authority of the AB, and asked APA Staff Attorney Mark Meyers to intervene in an improper attempt to stop those proceedings,
- 21) On the 2nd day of hearing, the accused and primary witness CA Torell (despite not being released by the AB) refused to appear and continue her testimony,
- 22) The AB was taken back and took an hour recess, thereafter it admonished CA Torell, stating her attendance was not voluntary, and instead was mandatory, and that by refusing to appear she usurped the authority of the Appeal Board,
- 23) The AB also found CA Torell's testimony to be needlessly evasive, and that she failed to answer questions which she should have known in her capacity as Secretary-Treasurer,
- 24) Thus, Meadows was deprived of his rights under Article VIII, and rendered incapable of fully and fairly prosecuting his charges against Torell,

25) Subsequently, the AB admitted that they were and still are advised by APA's former GC Steve Hoffman,

26) Torell's Rep admitted that he will be on paid union leave ("PU") while drafting her Article VII Brief, presumably with continued legal advice from Mark Meyers, courtesy of APA Legal and all on the memberships dime,

27) To date the AB Chair has not issued any sanctions, taking any disciplinary action, nor filed charges against CA Torell, effectively condoning her malfeasance as an individual member (not to mention as a sitting NO), and thereby has rendered the Article VII machinery an ineffective toothless tiger.

I could go on, but Enough is Enough! The membership deserves better, please cure the failures and shortcomings of APA's Appeal Board/Article VII Machinery for the benefit of the association as a whole.

STATEMENT OF FACTS

Meadows' Employment-Disability-Termination-Grievance History

1. Meadows graduated cum laude with a degree in Aeronautical Engineering from Embry-Riddle Aeronautical University in April 1985, where he also received his commission as an Air Force Officer through Air Force ROTC.
2. Thereafter he served his country honorably, as a military pilot in the U.S. Air Force, until he was hired as a pilot by American Airlines in October 1991.
3. In June 2004, Meadows began suffering from a debilitating illness, and American's Corporate Medical Director approved him for pilot long term disability benefits, payable from American's pilot pension plan.
4. On December 27, 2007, American's Corporate Medical Director abruptly terminated Meadows disability benefits without notice, despite reports showing no improvement in his medical condition, and in fact, AA's records showed it worsening.
5. In Meadows appealed his benefits termination to American's PBAC, who sent his claim to fraudulent claims reviewer Western Medical Evaluators, who denied his claim.
6. APA mutually agreed to selection WME, despite it being an administrative billing service, in violation the CBA, Supp. F.(5)(h) which required all disability claim disputes to be referred a "clinical-source", and also failed to discover WME's fraudulent history.
7. One month after reviewing and denying Meadows' and four other pilot's disability claims WME was shut down by the Texas Insurance Board, and its principals were indicted for felony medical claim fraud, and American canceled WME's contract.
8. In July 2010, Meadows filed an ERISA lawsuit protesting the PBAC's denial, which was based on the purportedly "independent", but in fact fraudulent WME doctor's reports.

9. On July 18, 2011, during an 11th Circuit mediation of his ERISA disability Case, Meadows engaged in protected reporting activity, and informed American of his intent bring additional claims related to securities fraud, based on the "cost savings" scheme.
10. On August 5, 2011, just two weeks after engaging in protected SOX whistleblower activity, American sent Meadows a letter threatening to terminate his employment within 60 days, unless he obtained an FAA medical or resigned his seniority and took a job outside the flight department.
11. On September 12, 2011, Meadows filed an OSHA-SOX whistleblower complaint.
12. On September 14, 2011, Meadows was re-evaluated by the Mayo Clinic who verified the existence of his continuing disability.
13. Using the Mayo's evaluation reports, Meadows re-applied for disability benefits with American Airlines.
14. Between August and October 2011, Meadows protested his threatened termination, and made multiple requests for a Reasonable Accommodation of reassignment to a non-flying job in the pilot's bargaining unit, but American refused to provide one.
15. On October, 24, 2011, despite the lack of a termination letter from his chief pilot superior, American removed Meadows from the pilot seniority list and terminated his employment. He was also stripped his non-revenue travel benefits.
16. On December, 13, 2011, American approved Meadows' second claim for benefits, payable as W-2 wages, albeit under the 2004 American Airlines, Inc. Pilot Long Term Disability Plan, the terms of which now define Meadows as an "Employee" and "Pilot Employee."
17. On February 4, 2012, Meadows filed company termination Grievance #12-011; asserting he was improperly removed from the pilot seniority list and discharged from employment in violation of Sec. 21 of the CBA., and explicitly citing additional basis of retaliation under SOX, and discrimination under the ADA.

Torell's Refusal to Issue Disabled MDD Members APA Membership Cards

18. Meadows became an APA member immediately after being hired in 1991.
19. Meadows is and was always been a member in good standing who timely paid all union dues, and was never delinquent in his payment of dues. Thereby, having fulfilled all his financial obligations to the Association, with no dues or assessments currently owing.
20. In fact, during arbitration proceedings of *Meadows v. Wilson*, CA Wilson testified that after Meadows went on disability status, he remained an APA member in good standing.
20. Meadows annually received APA Active membership cards from the time he was a new hire in 1991 through late 2012. Including, all the years he was on disability from 2004 - 2012. Since President Wilson and Sec-Treasurer Torell took office on July 1, 2013, the issuance of Meadows APA membership cards abruptly ceased. (Exhibit 4).

21. On or around June 2014, President Wilson issued a mandate requiring membership card for entry into all union meetings, despite there being no such requirement in the C&B or policy manual.

22. The APA Constitution and Bylaws, Article III, Section 4: Membership Credentials, requires that all APA members shall be provided either an APA membership or special membership card, signed by the APA Secretary Treasurer.

23. On December 4, 2014, in accordance with C&B Art II, Sec 4, Meadows sent APA Sec-Treasurer, FO Torell, a certified request to for a membership card signed by her, bearing the APA seal. Said request was ignored, and Meadows was not issued a card. (Exhibit 10).

24. On December 11, 2014, Meadows sent a written letter to the Sec -Treasurer following up on his certified request for a membership card, which stated in part;

"Finally, the lack of an affirmative response from you acting as APA Sec-Treasurer, will be deemed an official refusal to issue me an APA membership card as otherwise required under C&B Art. III, Sec. 4." (Exhibit 11).

25. Sec-Treasurer Torell, has never responded to Meadows reasonable requests regarding my membership status, and she didn't issue Meadows and all MDD pilots membership card until some three years later in mid-December 2017, shortly after the *Emery v. APA LMRDA* trial.

CA Unilaterally Signs APA' Proof of Claim, and Unilaterally Excludes and Disposes of Meadows' Grievance 12-011 Valued at \$5.6M

26. On November 29, 2011("petition" date), American's parent corporation, AMR, Inc. filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code, and eventually set a proof of claim bar date of Jul 16, 2012.

27. On July 5, 2012, the APA Sec-Treasurer published an official communiqué informing members that APA would be filing a proof of claim that would generally cover all pilot's grievances and claims, with the exception of workers-comp, LTD, Stock distribution, or personal business claims.

28. Accordingly, Meadows ensured that he timely filed a personal proof of claim for his legal and administrative claims related to his "Pilot Long Term Disability Benefits."

29. On July 13, 2012, the APA, timely filed its own proof of claim valued at \$5.361B, which explicitly named and preserved Meadows Grievance #12-011, which itself had explicitly included his CBA, SOX and ADA claims. (Exhibit 19).

30. On December 19, 2012, the Bankruptcy Court entered and Order approving a settlement agreement between APA and American, which specifically excluded Grievance 12-011 from the settlement, and incorporated by name in the CBA and later the JCBA, via LOA 12-01, Exhibit (Exhibit 20).

31. On April 24, 2013, an APA staff attorney confirmed in writing that APA would support Meadows's SOX claim as part of his grievance hearing, and that as a matter of equity he should

be made whole. APA also submitted a grievance brief to American, which included argument on the SOX claim. (Exhibit 21).

32. On April 25, 2013, American's Exec. V.P. of Flights held a formal grievance hearing during which APA supported Meadows argument relating to the SOX claim. Meadows requested relief of reinstatement to the pilot seniority list, reinstatement of his travel benefits, and a reasonable accommodation to another job in the bargaining unit.

33. On June 6, 2013, American denied Meadows grievance 12-011, and the reasonable no-cost relief he requested therein. The President Wilson protested Meadows improper discharge and removal from the seniority list, and escalated his grievance to a Pre-Arbitration Conference ("PAC").

34. On August 8, 2013, Meadows submitted his PAC brief, wherein he offered a global no-cost settlement; to include reinstatement to the pilot seniority list, reinstatement of travel benefits, and a reasonable accommodation to another job in the pilot bargaining unit.

35. Two weeks after the PAC, the APA abruptly abandoned Meadows grievance, suddenly claiming it didn't raise any contractual claims under the CBA, and refused to proffer it to arbitration before a System Board, saying that Meadows could still continue to pursue in SOX and ADA claims in the appropriate federal forums. (Exhibit 24).

36. Meadows believes his grievance #12-011 was abruptly abandoned, because he successfully cross-examined senior APA officials and presenting argument during the Equity Distribution Arbitration proceedings. Wherein, Arbitrator Goldberg, held that APA had in fact ignored its duty to Meadows and treated his grievance arbitrarily; thereby awarding him full share payout from all four silos. As a result, President Wilson and Bennett Boggess treated him with a newfound animus and hostility. (Exhibit 23).

37. On January 20, 2014, Meadows put APA Legal on written notice that he wanted APA to continue to preserve Grievance 12-011 to pursue it individually, as he still had legal remedies that flow from it. (Exhibit 24).

38. On February 19, 2014, Meadows filed a hybrid lawsuit against American and the APA, wherein he sought injunctive relief to enforce his individual statutory right under the RLA to arbitrate Grievance 12-011 before a System Board of Adjustment. (Exhibit 25).

39. On February 28, 2014, during a meeting with American Senior Attorney, Marjorie Powell, Meadows was informed the AA she believed his amended personal proof of claim was untimely, and threatened that if he didn't agree to dismiss the SOX case, that American would file an Objection in the bankruptcy proceeding and have all of his claims disallowed.

40. Meadows asserted to Ms. Powell that regardless of whether or not his personal proof of claim for his SOX case was deemed timely, he was protected by APA's timely proof of claim which preserved Grievance 12-011, and explicitly including his SOX claim.

41. Just a few days later, on March 4, 2014, without notice to Meadows or any other members APA's Sec-Treasurer suddenly and unilaterally as the sole signatory amended its proof of claim

#8331 and excluded Grievance 12-011 without authorization. Meadows, believes retaliation for filing a lawsuit against APA.

42. On March 7, 2014, I preparation for his SOX hearing, an economic expert from Berkeley Research Group valued Meadows Grievance #12-011 claims at \$5.609M; which include the back pay/benefits, lost benefits, lost pension, and forward pay/benefits. (Exhibit 27).

43. On March 17, 2014 American filed an Objection in the bankruptcy court, seeking to disallow all of Meadows claims including his SOX case. Meadows only became aware of APA's amended proof of claim, excluding his grievance 12-011, only after reading a footnote in Americans Objection to his claims. (Exhibit 26).

44. On March 25, 2014, Meadows sent a detailed certified letter to APA President, wherein he expressed his outrage that APA had stripped away his grievance, by excluding it from APA's recently amended proof of claim, which stated in part; *"Frankly, I am dumbfounded at APA's action, as there can be but only two explanations; either "administrative oversight", or worse yet, retaliation."* (Exhibit 28).

45. On March 31, 2014, Meadows sent the entire APA BOD, APA Legal Director a letter via email and certified mail;

"I am forced to bring to your attention the failures of the APA President and APA legal department to correct APA's improper removal of my company termination grievance #12-011 from APA's Proof of Claim (POC) #13866, as amended on March 7, 2014. I wrote the President and APA Legal, and I explained in detail how I was wronged by APA's unauthorized and unilateral exclusion of my grievance. Further, I made a good faith effort to offer amicable no-cost resolution. Unfortunately, my request has fallen on deaf ears, and they failed to respond last Thursdays response deadline of 5:00pm EST. Thereby, failing to mitigate APA's damages." (Exhibit 29).

46. On April 1, 2014, Meadows final was provided a copy of APA's amended proof of claim #8331, and realized it was in fact signed by APA Sec-Treasurer FO Pam Torell. *Id.*

47. Thereafter, Meadows immediately sent FO Torell an email, requesting that she re-amend, APA's Proof of Claim #8331 and add back grievance 12-011, which stated in part;

"It has come to my attention you were in fact the APA Officer who personally signed APA's amended Proof of Claim, filed on 3/7/14. As you are aware as Secretary-Treasurer you have a fiduciary and ethical duty to myself and other APA members in good standing, coupled with APA's Duty under the RLA. Yesterday I copied you of correspondence to the BOD, Capt. Wilson, Bennett Boggess and Chuck Hairston (attached herewith). It a nutshell APA is complicit in allowing AA to strip away my claims valued by an economic expert in the amount of \$5.6M. As the Secretary-Treasurer, you should be aware of the of the substantial burden this will place upon APA. Therefore, I want to work with you, to immediately re-amended that POC, and ensure that my grievance #12-011 is preserved, just as it was previously. Otherwise, I will suffer a manifest injustice,

and be severely prejudiced as the result of APA's unilateral action, in direct conflict with my prior explicit request to otherwise preserve it." (Exhibit 30).

48. On April 14, 2014, Meadows left FO Torell a voicemail requesting she provide an answer as to whether she intended to re-amend APA's proof of claim, but she never responded.

49. Also, on April 14, 2014, during bankruptcy claim Objection hearing, APA's general counsel, Steve Hoffman, and bankruptcy counsel Joshua Taylor appeared without notice, and provided unsolicited argument to the Court that it never officially supported Meadows SOX claim. Thereby, taking a position adverse to Meadows, in an effort to bolster American's Objection to Meadows SOX claim, and APA's proof of claim amendment exclusion of Grievance 12-011.

50. APA's general counsel's testimony was contradicted by APA Legal's previous written confirmation, dated April 24, 2013, which stated that APA did in fact officially support Meadows SOX claim as part of grievance 12-011, and that as a matter of equity he should be made whole.

51. By April 22, 2014, neither President Wilson, CA Torell, nor any BOD member responded to Meadows emails and certified request as to the status of his grievances on APA's Proof of Claim, and APA abruptly locked-out Meadows and all disabled members from C&R. At that point Meadows realized APA was

52. To date neither CA Torell nor the APA, has taken any action to re-amend APA's Proof of Claim, to add back Grievance 12-011.

CHARGES PROFERRED BY MEADOWS AGAINST TORELL

1st CHARGE; FO Torell violated Article III, Section 4, which requires APA Sec-Treasurer to sign and issue Membership cards to active members in good standing, or Special Membership Cards to inactive members, whereby she ignored and failed to honor my reasonable certified requests for personal issuance such APA membership card.

2nd CHARGE; FO Torell, acting in her capacity as APA Secretary-Treasurer unilaterally amended APA's proof of claim, without authorization or notice to members affected, violating her Fiduciary Responsibility under C&B Article 10, ¶C., and "Misappropriating money or property of the Association" in direct violation of Article VII. A.4. Specifically, she excluded Meadows Grievance #12-011, which contained remedies valued at \$5.6M by an economic expert report.

3rd CHARGE; as a result of all the above violations, the FO Torell also violated C&B Article VII.A.7., by committing an, "act[s] contrary to the best interests of the APA as an institution or its membership as a whole." First, by adding and abetting denial of myself and 240 MDD members right of access to union meetings; and Second, by stripping away Meadows' valuable grievance from APA's proof of claim #8331. Thereby, shifting the substantial financial burden of that grievances remedies valued at \$5.6M, from the Company directly onto the Association.

4th CHARGE; as a result of all the above violations the FO Torell also violated C&B Article VII.A.2., by committing "Willful violation[s] of this [the APA] Constitution and Bylaws."

5th CHARGE; here FO Terrell has willfully abstracted or converted property and assets contained in APA's proof of claim, thereby, "Misappropriating money or property of the Association" in violation of Article VII. A.4.

ARGUMENT

The AB is cognizant of CA Torell's bad faith conduct, when usurped the AB authority and refused to appear to testify as otherwise ordered by the AB during. As such, Meadows was prosecution of his meritorious charges was severely hampered and prejudiced. Accordingly, the AB admonished and sanction her, ordering that it will accept all Meadows inferences and allegations, and give deference to his reasonable assumptions and conclusions related thereto⁸. Meadows, further believes it is inappropriate to relying upon CA Torell's unauthenticated improperly submitted exhibits which were never

A. Torell Willfully Violated C&B by Refusing to Issue Disabled Pilots Membership Cards

The position of APA Secretary Treasurer has explicit duties arise under the APA C&B, Article IV, Section 8, Duties of National Officers, which states in part;

" The Secretary-Treasurer shall take charge of all books and effects of the Association. He shall keep a record of all proceedings at all regular and special meetings of the Board of Directors. He shall keep a record of all officers and special appointees and maintain all Conflict of Interest Disclosure Statements (C&B Appendix B1) and Agenda Disclosure Statements (C&B Appendix B2). He shall assist the President in preparing an Annual Report to the members of the Association. He shall be custodian of the Association Seal and affix the seal when required. He shall affix his signature to all membership cards. He shall cause to be kept the Association membership records so as to show at all times the number of members under each classification, their names alphabetically arranged, their respective places of residence, their post office addresses, and the time at which each person became a member of the Association or changed his membership status. A member may inspect his records or account any time at his request during normal business hours." [Emphasis Added].

Meadows charged CA Torell with failing to issue his properly requested membership card in direct violation the C&B Article III, Section 4, which states in part;

⁸ MS. FLETCHER: Our intent is for, you know, based on the statement that Chuck read is that we are here to listen to your case, for you to introduce your exhibits, say whatever you will about them, make any inferences, any statements regarding them and regardless of what Captain Torell may or may not have said. And anything that you say in regard to your exhibits or your case will be given deference by the appeal board. (AB Hrg. Tr., Mar. 2, 2017, pg. 314:13-21).

"Every active member of the APA in good standing shall receive a membership card. The card shall contain thereon the name of the member, and such additional information as may be deemed appropriate and shall be signed by the Secretary Treasurer of the APA and shall bear the APA seal. Honorary members, apprentice members, retired members, and **inactive members shall receive special membership cards which shall contain thereon the name of the member, and such additional information as may be appropriate and shall be signed by the Secretary-Treasurer and bear the APA seal."**
[Emphasis Added].

As outlined in the APA C&B excerpts above, one of CA Torell's most important duties is to maintain detailed association membership records, and to affix her signature as APA Secretary Treasurer to all membership cards, and ensure they are properly issued to all APA members. Further, APA's past practice has been to treat disabled MDD pilots, such as Meadows, as Active members. Additionally, prior to Torell being elected Secretary-Treasurer on July 1, 2013, her predecessors at APA had always previously provided Meadows with such Active membership cards during his entire time in a disability status, to include a few years in MDD status through late 2012. However, since taking office and during her tenure as APA Secretary-Treasurer she never issued any such membership or special membership cards to Meadows, nor any other MDD members, as required by the C&B.

On December 14, 2014, Meadows contacted CA Torell via certified mail and e-mail, demanding she immediately provide him with either a membership or special membership card. She has ignored his reasonable requests, and without explanation failed to provide him a membership card signed by her, as otherwise required by the C&B Article III, Sec. 4. (SOF ¶¶ 22-25). Being denied such membership card otherwise required to enter the union hall, along with being locked out of the virtual union hall has unlawfully denied Meadows and all disabled members of their LMRD protected right of freedom of speech and assembly in the Union Hall.

during your first day of sworn testimony, you were openly hostile and evasive witness who behaved in a plainly disingenuous, deceptive, deflective, and dishonest manner, who generally didn't answer the questions as posed to you. In violation of normal hearing protocol, you were not sequestered to a separate table (i.e.; "witness stand"), but instead allowed to sit immediately next to your APA paid rep; who coached and counseled you, in addition to engaging in numerous interruptions and improper talking objections after virtually every question, and cross-talking between the Accuser and the AB. As the result resulting the decorum of the tribunal quickly broke down, and was allowed to devolve into total anarchy.

What little testimony was pulled out of CA Torell showed that;

- 1) She admitted she believed MDD's were inactive members for the past 3 ½ years since she first took office on July 1, 2013, and

- 2) That she followed the C&B and despite being aware of her duty to issue membership cards under Art III, Sec.4; she never did issue the required membership cards to disabled MDD's members, and
- 3) She admitted she willfully ignored and failed to respond to the certified demands for membership cards made by several MDD pilots,
- 4) And further admitted that she did so under the advice of APA's counsel who essentially advised her she violated the supreme law of the C&B, not to mention the LMRDA, RLA and ADA.

Outrageously, despite being charged as an individual member in accordance with Article VII, CA Torell has tried to shift the blame her failure in the course of her official duties, on legal advice received from James & Hoffman⁹; and was improperly afforded a union paid representative on who openly admitted on the record that he was indeed representing the interests of APA Legal, and would be writing your closing brief on the memberships dime. Regardless, of the legal advice she received, she should have had the judgment and common sense to realize she was advised to violate the supreme law of the union; and nothing can save her from being individually responsible for her own willful violation of the C&B. Just because she committed the violations in her capacity as APA Sec-treasurer; she is still culpable, as former ABA Chair Jason Goldberg stated in his 2009 Winter BOD AB Policy Recommendations, the immunize class of elected APA officials was eliminated,

Thus, as the result CA Torell's unlawful action, Meadows and all other disabled MDD members were locked out of the union hall for some three years, until APA begrudgingly issued such pilots Inactive Membership cards in mid-December 2017, shortly after the Emery trial. Regardless, even though Meadows now finally has a membership card, the harm he and disabled MDD members have suffered cannot be undone; they have been severely prejudiced, and deprived of their right to participate in union discussion involving the most important negotiations of their careers relating to the post-BK JCBA and SLI; which involved work terms, pay, conditions which negatively affected MDD pilots collectively bargained seniority and LTD income and benefit streams.

B. Torell Willfully Violated C&B By Unilaterally Signing A Monetary Instrument in Excess of \$5,000, and Disposing of Meadows \$5.6M Grievance Without Notice

By virtue of CA Torell's constitutional duties as APA Secretary Treasurer, there also attaches to her a duty of Fiduciary Responsibility, as described in the C&B Article 10, Paragraph C, which states;

"C. Fiduciary Responsibility: The National Officers, BOD and Staff who serve the Allied Pilots Association have a clear obligation to conduct all

⁹ That assertion is outrageous on its face and no different than a CA following the "advice" of a Check Airman to fly 300 knots below 10,000 ft. Even, though she was relying on her trusted advisor, she knowingly and willfully violated the "law". Accordingly, she as the CA would be violated by ATC/FAA. It should be no different here.

affairs of the Association in a forthright and honest manner. Each person should make necessary decisions using good judgment and ethical and moral considerations consistent with the Code of Ethics stated in the APA Constitution and Bylaws (C&B), Appendix A. **All decisions of the National Officers, BOD, National Committee Members and Staff are to be made solely on the basis of a desire to promote the best interests of the Association and membership.** "[Emphasis Added].

Moreover, under the C&B Article I, Section 8. Authorization of Monetary Obligations, provides that CA Torell acting as APA Secretary Treasurer, isn't even allowed to unilaterally sign any negotiable instrument in excess of \$5,000.00 on behalf of APA, which states in pertinent part;

"All bills payable, notes, checks or other negotiable instruments of APA shall be made in the name of the APA and shall be signed by one of the following four persons: APA President, APA Vice President, APA Secretary-Treasurer, or APA Director of Finance. Other than regularly occurring payroll checks, **all bills payable, notes, checks or other negotiable instruments of APA in excess of \$5,000 shall require two of these signatures to lawfully authorize the payment. The Secretary Treasurer should be the second signatory on all checks over \$5,000.** ..., No officer, agent, or employee of the APA acting singly or jointly with others shall have the power to make any bills payable, notes, checks, drafts, warrants, or negotiable instruments of any description or nature or endorse the same in the name of the APA or contract or cause to be contracted any debt or liability in the name of or on behalf of the APA except as expressly prescribed and provided in this Constitution and Bylaws. (06/12/2004)" [Emphasis Added].

By way of background Meadows' company termination grievance 12-011, protests his improper discharge and removal from the pilot seniority list pursuant to Sec. 21 of the CBA, and also explicitly cites additional basis retaliation under the Sarbanes-Oxley Whistleblower Act ("SOX"), and discrimination under the Americans with Disabilities Act ("ADA") as additional basis. (SOF ¶¶ 10-50). Most importantly it seeks valuable make whole remedies, to include reinstatement of pilot seniority, full back pay and benefits with interest, reasonable accommodation of reassignment to a nonflying position in the bargaining unit, and compensatory damages, which has been valued at \$5.609M by an economic expert from Berkeley Research Group. (Exhibit 27). In accordance with the former APA Sec-Treasurers' directive, APA preserved Meadows' Grievance 12-011 by direct reference, in APA's own timely filed proof of claim in American's bankruptcy proceedings. Subsequently, APA entered a bankruptcy settlement agreement with American, which specifically excluded Grievance 12-011, and incorporated by it by reference into the new CBA, in LOA 12-01. Even though APA abruptly abandoned this grievance after escalating it to the PAC, Meadows put APA on written notice of his intent to pursue it individually, and specifically asked APA continue to preserve it in its proof of claim as he had legal remedies that flowed from it. Accordingly, on February 19, 2014, he filed a lawsuit against APA to seek injunctive relief to enforce his individual statutory right to

arbitration before a System Board of Adjustment under the Railway Labor Act, 49 U.S.C. § 184. (SOF ¶¶ 37-38).

Just over two weeks later without notice or authorization, APA Sec-Treasurer, CA Torell, unilaterally amended APA's proof of claim as the sole signatory and excluded claims related to Meadows's grievance 12-011. As an initial matter, this act rendered Meadows grievance claims a worthless uncollectible debt against the AMR bankruptcy estate; and as such was extremely prejudicial to Meadows, considering the obvious career and economic damage it has caused him, while leaving him remediless without a forum to pursue his claims. However, her exclusion of Grievance 12-011, also amounts to a violation of willful C&B Article I, Section 8. Authorization of Monetary Obligations, as well as a breach of her Fiduciary Duty in violation C&B Article 10, Paragraph C, by failing conduct all affairs of the Association in a forthright and honest manner. Here, Torell exceeded her authority by acting as the sole signatory on a monetary instrument valued in excess of \$5,500, which secretly excluded Meadows \$5.6M individual grievance from APA's proof of claim, and further she did surreptitiously without any notice or to with nor consent of Meadows. (SOF ¶

The first question the Appeal Board should ask is who authorized this action, as there are no BOD minutes reflecting it, and it seems to have been orchestrated in secret back room meetings with utter disregard for the C&B. It was certainly not done in a "forthright and honest manner" as otherwise required under Article 10, ¶ C. Moreover, it is simply outrageous that the APA Secretary Treasurer can sign such an instrument, and be allowed strip away a member's individual grievance valued \$5.6M without special authorization, to include at least another co-signer, much less to do so without notice to the affected parties. Without any sort of authority, or BOD approval, CA Torell unilaterally signed away and disposed of Billions of dollars of individual pilot grievances and union claims, which were the individual property of the pilot grievant, and collective assets of the association; excluding these claims from APA's proof of claim, rendering them worthless uncollectible debts.

Secondly, this further violates Article 10, ¶ C, which requires that each National Officer, and in particular here, that FO Torell, *"should make necessary decisions using good judgment and ethical and moral considerations consistent with the Code of Ethics stated in the APA Constitution and Bylaws (C&B), Appendix A."* All decisions of the National Officers, BOD, National Committee Members and Staff are to be made solely on the basis of a desire to promote the best interests of the Association and membership." FO Torell's action has blatantly stripped away Meadow's statutory and monetary claims against American valued at \$5.6M, leaving him with no other viable option, other than to now sue the association for very same amount. Thus, FO Torell's act was gross breach of Fiduciary Responsibility which not only lacked *"good judgment"* but also *"unethically"* shifted the \$5.6M economic burden from the Company and directly onto the Association, clearly making it, *"act contrary to the best interests of the APA as an institution or its membership as a whole."*, in violation of C&B Article VII, A.7.

Thirdly, perhaps most problematic for FO Torell, is that her unlawful act involved an egregious conflict of interest, which amounts to abstraction and conversion in brazen violation of the safeguards created for labor organizations, under the LMRDA, 29 U.S.C. § 501(c), which states;

"Any person who embezzles, steals, or unlawfully and willfully abstracts or converts to his own use, or the use of another, any of the moneys, funds, securities, property, or other assets of a labor organization of which he is an officer, or by which he is employed, directly or indirectly, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both."

Disturbingly, in addition to her numerous C&B violations, CA Torell has also violated the LMRDA, 29 U.S.C. § 501(c), because she willfully abstracted or converted millions of dollars of association property and assets contained in APA's Proof of Claim; and by excluding Meadows' Grievance 12-011 from it, thereby reduced the associations proof of claim's value by \$5.6M. In effect she converted the value of Meadows grievance into net credit back to AMR. Which in tune generates additional equity that can be payable by AMR's Bankruptcy Disputed Claims Reserve ("DCR") Fund. The DCR is substantially over funded by approximately \$500M. As such, there will be additional DCR equity distributions, which will include in part additional labor union equity distributions; and APA will be receiving 13.5% of any of those additional equity distributions. Thereby, CA Torell's unlawful act of conversion has effectively redistributed the individual equity of Meadows grievance, into the personal pockets of FO Torell and all other members of the association, who will pocket 13.5% of the value of Meadows \$5.6M grievance. This in turn amounts to yet another C&B violation of Art. VII.A.4, "Misappropriating money or property of the Association."

Torell's unilateral action of excluding Meadows Grievance from APA's Proof of Claim, has rendered it an all of its claims valued at \$5.609M, as nothing more than a worthless uncollectible debt against AMR Bankruptcy Estate. That, coupled with Judge Lane's Injunction Order, which has enjoined Meadows from taking any action against American relating to his termination and removal from the seniority list; has effectively left him to suffer a manifest injustice. As such he has been left remediless without a forum to resolve his allowed grievance claims; which is contrary to the congressional intent when it mandated the RLA. *Vaca v. Sipes*, 386 U.S. 171, 185-86, 87 S.Ct. 903, 914, 17 L.Ed.2d 842 (1967).

Since, CA Torell refused to appear and testify at all with respect to charges related to her unilateral disposition and conversion of Meadows individual grievance 12-011; the AB is reminded that especially with respect to these charges, the AB must accept all Meadows inferences and allegations, and give substantial deference to his reasonable conclusions related thereto.

CONCLUSION

In sum, as a prior AB Chairman, CA Jason Goldberg, recommended to the 2009 Winter BOD, it is indeed axiomatic in a society of rules that "*nobody is above the law.*" Yet, here the AB has allowed CA Torell to flagrantly usurp its authority, and flout the rules of the supreme law of the union with impunity. By now, the AB should have separately charged her and sought sanctions for her contempt of this tribunal and the authority given it by the APA BOD, but thus far has done nothing to that end, and thereby created adverse legal precedent to the detriment of

all future accusers and the association as a whole¹⁰. Sadly, here in the *Wilson* proceedings, the AB has failed to uphold its duty to mete out justice by pilots for pilots, and to do so independently without interference or influence from the association and/or its attorneys. Instead, it has fallen into the tangled web of protecting the institution, at the expense of the member's individual and collective rights. It shouldn't be lost on the current AB members, has improperly relied upon APA's failed and former General Counsel and in house counsel fatally flawed legal advice (and JamHof and APA Legal continue to so in *Torell*) still are on the *Torell* matter); this improper meddling and influence in both proceedings was a concerted bad faith effort to pre-ordain and orchestrate the corrupt and erroneous decision in the *Wilson C&R Lockout* proceedings. Unsurprisingly, that erroneous decision, was overturned by a federal Judge in the *Emery v. APA*; who held that Keith Wilson's enforcement of APA's unlawful AUP, was indeed an impermissible infringement of free speech of APA's disabled pilots and an unlawful violation of the LMRDA.

CA Carey issued the following mandate to APA's leadership, in his July 1, 2016 blast "Challenges Ahead",

"I have asked them [APA's Officers]to consider one question I want us to ask in everything we do: Is this good for the members we serve?"

Clearly, the AB last decision in *Wilson* was not good for APA's members as a whole, and unparticular unlawfully prejudicial to its disabled members, Sadly, despite recent regime change, the AB both past and present, through its rulings has time and again shown itself to be complicit with protection of the institution, to the detriment of the individual and collective rights the members of APA, which is yet another violation of the C&B. I can say this with a certain amount of authority, as one who has personally experienced the inherent AB corruption in three separate Article VII proceedings, two of which were improperly court ordered at the behest of APA's former GC. Whereby, in both *Wilson* and *Torell* I was forced to exhaust my internal remedies and prosecute LMRDA charges related to "labor laws of the land" via Article VII. Unless, the corruption of APA's Article VII/Appeal Board Machinery is cured, it will be relegated to being an ineffective, wasteful, toothless tiger.

In closing, the APA AB is now at cross-roads; each and every AB member needs look themselves in the mirror, and evaluate if they can cure the corruption within Article VII/AB machinery and resist the meddling of APA's counsel, in order to effectively prosecute these and future Article Charges in a fair and equitable manner. If not, they should seriously consider immediately resigning, and ask the BOD to dissolve the AB Committee in its entirety. Thereby, saving substantial membership dues monies which are otherwise being egregiously wasted, by allowing the AB to be improperly be used as both a political shield and weapon, for the sole benefit of protecting the institution and its immunized leaders. At this, juncture the most

¹⁰ Not only has the AB failed here, but the former AB by failing to hold the accused, CA Torell accountable for refusing to appear and testify in her own Article VII Charges in *Meadows v. Torell*; has severely handicapped APA's Article VII Machinery. If left unchecked, her actions will have created an adverse legal precedent that enables all future accuseds to refuse to appear with impunity. If that's the case, the Accusers will not be able to fully prosecute their charges. AB may as well dissolve now and save all of APA's members a bunch of money.

important function of the AB, to expel scabs and strike-breakers through a formal disciplinary proceeding (as required by the LMRDA), has been effectively neutered by the adverse *Torell* no-show precedent.

Therefore, CA Torell should be found guilty on all charges, and must be sanctioned to the fullest extent, to include expulsion. She as an officer should be held to the highest standard, just as any ordinary member would be. Her partial testimony and record evidence shows that she willfully violated the C&B not only by refusing to issue disabled MDD membership cards and unilaterally signing a monetary instrument in excess of \$5,000, but also her contemptuous behavior by refusing to appear and testify in these proceedings as otherwise ordered by the AB. Otherwise, what's the point of having an Appeal Board at all, if all it ever does is whatever is most political expedient for the institution and its ruling class, whilst doing so on the members' dime? Written AB Policy from the 2009 Winter BOD mandates that APA Officer and Committee members are not an immunized class, yet that's exactly how the AB now treats them.

ENOUGH IS ENOUGH! Shame on APA! And Shame on the Appeal Board! Our members deserve much, much better.

Respectfully Submitted on this 17th day of May 2017;



Lawrence M. Meadows, Accuser
MIA/FO/777/MDSB
PO Box 4344
Park City, UT 84060
516-982-7718
lawrencemeadows@yahoo.com

CC via email: CA Sproc, CA Hepp, FO Fletcher, FO Heller, CA Carey, CA William Read, CA Ed Sicher