

EXHIBIT B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

JOHN KRAKOWSKI, individually, and on
behalf of all others similarly situated,

Plaintiffs,

Case No. 4:17-cv-1527

v.

ALLIED PILOTS ASSOCIATION
14600 Trinity Boulevard, Suite 500
Fort Worth, TX 76155,

Defendant.

DECLARATION OF STEVEN K. HOFFMAN

I, Steven K. Hoffman, do hereby depose and state as follows.

1. I am a licensed attorney and a Partner at the law firm James & Hoffman, P.C. in Washington, D.C. In that capacity, I have long represented the Allied Pilots Association (“**APA**”) in litigation by and against the APA. I make this Declaration in support of the APA’s Notice of Removal of the above-captioned action.

2. On April 21, 2107, I received an e-mail from Allen Press, Plaintiffs’ counsel in the above captioned action, attaching a copy of Plaintiffs’ Petition for Individual and Class Relief (“**Petition**”), which appears by its stampings to have been filed in the Circuit Court of St. Louis County, Missouri as Case No. 17 SL-CC01399 on April 14, 2017.

3. In his cover email, Mr. Press asked if I would be willing to accept service of the document of behalf of the APA. After conferring with my client, I informed Mr. Press on April 26, 2017, that I was authorized to and would accept service of the document.

4. In the Petition, Plaintiffs make reference to and quote from a certain American Airlines Group Inc. Global Profit Sharing Plan. Petition ¶ 13. I attach hereto as **Exhibit 1** a true copy of the plan document of that Profit Sharing Plan.

5. In the Petition, Plaintiffs also make reference to a certain October 20, 2016, letter of agreement between the APA and American Airlines, Inc. (“**American**”), by which the APA agreed to the terms of the Profit Sharing Plan on behalf of the pilots it represents. Petition ¶¶ 15-16. I attach hereto as **Exhibit 2** a true copy of that October 20, 2016, Letter of Agreement.

6. In their Petition, Plaintiffs make a number of references to the collective bargaining agreement between the APA and American (“**CBA**”). *See, e.g.*, Petition ¶ 11. Plaintiffs also make reference in the Petition to the ways in which the dues obligations of APA members and the agency fees of non-members are satisfied. *See id.* ¶¶ 9, 12. I attach hereto as **Exhibit 3** a true copy of Section 1(B)(2) of the CBA, which provides the definition of what constitutes the “Agreement” between APA and American.

7. I also attach as **Exhibit 4** a true copy of Section 25 of the CBA, which covers the payment of dues and/or agency fees to the APA.

8. Finally, I attach as **Exhibit 5** a true copy of Section 26 of the CBA, which covers the impact on the pre-existing terms of the CBA of letter agreements like the October 20, 2016, profit sharing agreement referenced above.

I declare under penalty of perjury that the foregoing is true and correct.

5/17/17
Date

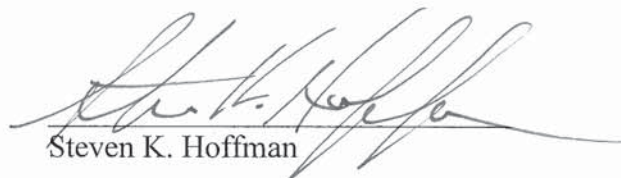

Steven K. Hoffman

EXHIBIT 1

**AMERICAN AIRLINES GROUP INC.
GLOBAL PROFIT SHARING PLAN**

A. Introduction

1. Purpose. The American Airlines Group Inc. Global Profit Sharing Plan (“**Plan**”) rewards eligible Employees of American Airlines, Inc. (“**American Airlines**”), Envoy Air, Inc. (“**Envoy**”), Piedmont Airlines, Inc. (“**Piedmont**”), and PSA Airlines, Inc. (“**PSA**”) (collectively, “**Participating Employers**”) for their efforts in helping achieve the strategic, financial, and operating objectives of American Airlines Group Inc. (“**AAG**”) for a designated Plan Year by providing such eligible Employees with an opportunity to share in AAG’s profits for such year.

2. Term. The Plan is effective on the date that it is approved by the Board of Directors of AAG or a duly authorized committee thereof. The Plan will remain in effect until terminated by the Board of Directors of AAG or a duly authorized committee thereof, in accordance with Section H of this Plan.

B. Participation

With respect to any Plan Year, each Employee who qualifies as a Participant is eligible to receive a profit sharing award under this Plan for the Plan Year; provided, however, that such Participant is eligible for a profit sharing award only with respect to the portion of such Plan Year during which the individual qualifies as a Participant and only with respect to the Participant’s Eligible Earnings during such portion of the Plan Year. Excluded Individuals are not eligible to participate in this Plan.

C. Calculation and Determination of Awards

Profit sharing awards under the Plan will be calculated as follows:

- An amount equal to five percent (5%) of the dollar amount of AAG’s Pre-Tax Earnings with respect to the applicable Plan Year will be divided by the amount of the Total Population’s Eligible Earnings, and the resulting quotient is the “**Payout Percentage**.”
- The amount of the profit sharing award for each Participant is the product of the Payout Percentage multiplied by such Participant’s Individual Eligible Earnings.

The calculation and distribution of awards may vary for International Participants to take into account currency exchange rates, employer contributions to national insurance, retirement and/or severance programs and local tax matters, in each case, as determined by the Committee (or its delegate), in its sole discretion.

Profit sharing awards under the Plan will be the obligation of and paid from the general assets of AAG. For each Plan Year, the Committee or its delegate shall determine the profit sharing awards as soon as practical after the audited financial statements for the Plan Year are available.

D. Method of Payment

For any Plan Year, each profit sharing award allocated to a Participant in accordance with Section C of the Plan shall be paid in the form of a lump-sum cash payment on or prior to March 15th of the immediately following Plan Year, or such other date as required by applicable law.

E. Death of a Participant

In the event any Participant dies before payment of his or her award, the Participant's award shall be paid in a lump sum cash payment to his or her beneficiary as soon as administratively practicable (but no sooner than awards are generally paid). The Participant's beneficiary for purposes of this Plan shall be determined as follows:

- a) If the Participant leaves a surviving spouse, then the Participant's beneficiary shall be such surviving spouse; and
- b) If the Participant leaves no surviving spouse, then the Participant's beneficiary shall be the Participant's surviving children in equal proportions, or, if none, the Participant's estate.

F. Administration

1. Administrator. The Committee shall administer the Plan.
2. Committee Authority. The Committee shall have complete discretion and authority to administer the Plan and to control its operation, including, but not limited to, the power to (a) determine which Employees shall be designated Participants in the Plan, (b) interpret the Plan and the profit sharing awards, (c) adopt rules for the administration, interpretation and application of the Plan, and (d) interpret, amend or revoke any such rules. Any determination, decision or action of the Committee in connection with the construction, interpretation, administration or application of the Plan shall be final, conclusive, and binding upon all persons, and shall be given the maximum deference permitted by law. Without limiting the generality of the foregoing and notwithstanding any other provision of this Plan, the Committee may establish rules, limitations or restrictions, make any changes or adjustments, or determine terms and conditions, in each case relating to the participation of any International Participants by reason of or in order to comply with applicable local laws, customs or practices, including, without limitation, compliance with applicable securities, tax and employment laws.
3. Delegation of Committee Authority. The Committee may delegate the administration of the Plan and such other aspects of the Plan (which may include any or all of the determinations and calculations required by the Plan) to such person(s) as the Committee shall deem appropriate. Each such delegate and each member of the Committee shall be fully protected in taking any action hereunder in reliance in good faith upon the books and records of the Company or upon such information, opinions, reports or statements presented to them by any person as to matters such delegate or member of the Committee reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Committee or the Company.
4. Withholding. Prior to the payment of any profit sharing award, the Company shall have the authority to deduct or withhold an amount sufficient to satisfy Federal, state, local

and/or other taxes (including a Participant's FICA obligation) or withholdings required to be withheld with respect to such award.

5. Notwithstanding Section C of the Plan, if the Payout Percentage is less than two-tenths of one percent (.2%), then, at the sole discretion of the Committee or its delegate, no awards shall have been earned by or paid to any Participant for the Plan Year. Instead, the aggregate, undistributed amount for each Participating Work Group shall be credited for recordkeeping purposes to a separate, unfunded, notional account for such work group. The cumulative, positive balance at any time of each Participating Work Group's notional account shall be carried forward and credited (without duplication) under the profit sharing plan, if any, for the immediately following plan year or any succeeding plan year until the Payout Percentage exceeds two tenths of one percent (0.2%) or profit sharing awards are paid. Upon the termination of profit sharing under this Plan and any succeeding plan, any amounts remaining under such notional accounts shall be retained by AAG.

G. Forfeiture for Cause

Notwithstanding any other provision of this Plan, any Participant (and his or her beneficiaries) shall forfeit his or her eligibility to receive an award if his or her employment is terminated for cause or gross misconduct prior to payment of the award. For purposes of this Plan, the determination of whether a termination of employment is for cause or gross misconduct shall be made at the sole discretion of the Committee or its delegate. All such determinations shall be final, binding and conclusive upon all persons.

H. Reservation of Rights and Non-Incorporation

AAG and the Committee shall have the authority to modify, amend, annul, or terminate this Plan at any time for any or no reason. Any such modification, amendment, annulment or termination made during a Plan Year may have retroactive effect. There are no acquired rights arising pursuant to this Plan. In no event shall the terms of this Plan be deemed incorporated into any collective bargaining, works council or similar agreement and nothing herein shall be deemed to amend, modify or otherwise alter any collective bargaining, works council or similar agreement.

I. Powers of AAG and Affiliates

The existence of outstanding and unpaid awards under this Plan shall not affect in any way the right or power of AAG or any Affiliate to make or authorize any adjustments, stock dividends, spin-offs or other extraordinary dividends, stock splits, combinations of shares, recapitalizations, reorganizations or other changes in AAG's or an Affiliate's capital structure or in its business, or any merger or consolidation of AAG or any Affiliate, or any issue of bonds, debentures, common or preferred stock, if applicable, or the dissolution or liquidation of AAG or any Affiliate, or any sale or transfer of all or any part of its assets or business, or any other act or proceeding, whether of a similar character or otherwise.

If AAG or any Affiliate (or any successor thereto) elects to dissolve, enter into a sale of its assets, or enter into any reorganization, merger or other combination incident to which it is not the surviving entity, unless the surviving or successor entity shall formally agree to assume this Plan, then this Plan shall terminate with respect to AAG or any Affiliate (or any successor thereto) on the earlier of the date of closing or the effective date, whichever may be applicable, of such transaction, and the full amount of any awards remaining unpaid shall nevertheless be

paid to each such Participant (or beneficiary) in a single lump sum payment of cash in accordance with the terms of this Plan.

This Plan shall be binding upon the successors and assigns of AAG or any Affiliate.

J. General

1. No Effect on At-Will Employment Relationship. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of a Participating Employer or other direct or indirect subsidiary of AAG or to interfere with the rights of AAG, the Participating Employer or such subsidiaries to discharge any Participant or Employee at any time, regardless of the effect such discharge shall have upon the Participant under this Plan.
2. No Guarantees. Nothing contained in this Plan shall be deemed to give any Employee any right, contractually or otherwise, to participate in this Plan or in any benefits hereunder, other than the right to receive payment of an award as may have been expressly determined at the sole discretion of the Committee. Further, nothing in the Plan shall be construed to create a trust or to establish or evidence any Participant's claim of any right other than as an unsecured general credit with respect to any payment to which he or she may be entitled.
3. No Individual Liability. Any Participant, beneficiary or other person who seeks to claim a right or benefit under this Plan shall make such claim only with the applicable Participating Employer; no officer, director or employee of AAG or any Affiliate, or member of the Committee, any delegate of the Committee, or any other individual shall have any liability for such benefit. Further, no member of the Committee, any delegate of the Committee or any other employee of an Affiliate shall be liable for any determination, decision or action made with respect to the Plan or any award.
4. No Effect. Except as otherwise expressly provided herein, the adoption of this Plan shall not affect any other compensation plans in effect for AAG or any Affiliate except as may specifically be provided under the terms and provisions of such other plan or awards made there under, nor shall this Plan preclude AAG or an Affiliate from establishing any other forms of incentive or other compensation for Employees.
5. Tax Treatment. Neither the Committee nor any officer or director of AAG or any Affiliate makes any commitment or guarantee that any federal or state tax treatment will apply or be available to any person participating or eligible to participate in this Plan.
6. Nonassignability. No right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber, or charge the same will be void. No right or benefit hereunder shall in any manner be liable for or subject to any debts, contracts, liabilities, or torts of the person eligible to such benefits. If any Participant (or beneficiary) hereunder shall become bankrupt or attempt to anticipate, alienate, assign, sell, pledge, encumber, or charge any right or benefit hereunder, or if any creditor shall attempt to subject the same to a writ of garnishment, attachment, execution, sequestration, or any other form of process or involuntary lien or seizure, then such right or benefit shall, in the discretion of the Committee, cease and terminate.

7. Severability; Governing Law. This Plan shall be construed in accordance with the laws of the State of Texas to the extent federal law does not supersede and preempt Texas law. If any provision of this Plan shall be held illegal, invalid, or unenforceable for any reason, such provision shall be fully severable, but shall not affect the remaining provisions of this Plan, and this Plan shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been included in this Plan.
8. Headings. Any headings or subheadings in this Plan are inserted for convenience of reference only and are to be ignored in the construction of any provision of this Plan.
9. 401(k) Plans. With respect to Participants subject to taxation in the United States, a Participant's right to make employee contributions and/or receive employer contributions on any award paid pursuant to the terms of this Plan shall be governed solely by the terms and conditions of the qualified defined contribution plan that is intended to comply with Section 401(k) of the Code that is sponsored by the Participant's Participating Employer and in which such Participant is eligible to participate at the time the profit sharing award is paid. The Committee (or its delegate) shall have full discretion to determine the effect of deferrals in respect of International Participants who are not subject to taxation in the United States.
10. Status. It is intended that the Plan be exempt from regulation under ERISA as a "payroll practice" and a "bonus program", as described in U.S. Department of Labor Regulations 2510.3-1(b) and 2510.3-2(c), respectively. This Plan is intended to provide "short-term deferrals", as described in Treasury Regulation 1.409A-1(b)(4) under section 409A of the Code or successor guidance thereto, and is intended not to be a "nonqualified deferred compensation plan", as described in Treasury Regulation 1.409A-1(a)(1) under section 409A of the Code or successor guidance thereto. In the administration and interpretation of this Plan, such intention is to govern.
11. No Interest. No Participant shall receive any interest on any profit sharing award irrespective of when such profit sharing award is distributed.

K. Definitions

Whenever used in the Plan, the following terms, when capitalized, have the meanings set forth below unless provided otherwise in the Plan:

"AAG" means American Airlines Group Inc.

"AAG's Pre-Tax Earnings" means the earnings of AAG provided that such "earnings" are determined (i) before any applicable income tax expense, and (ii) by excluding all accruals under this Plan and any other incentive compensation plan or agreement, and all extraordinary, unusual, one-time, restructuring, reorganization, integration, reduction in force, or other similar accounting adjustments as may be determined by the Committee in its discretion, after consultation with AAG's independent auditors; and provided, further, that AAG's Pre-Tax Earnings remain positive after accruals under this Plan and all other incentive compensation plans or agreements are taken into account.

"Affiliate" means any corporation or other entity of which AAG directly or indirectly owns 100% of the combined voting power of all classes of stock or, in the case of any non-corporate entity, 100% of the outstanding capital interests of such entity. For the avoidance of doubt, American Airlines, Envoy, Piedmont, and PSA shall each constitute an Affiliate.

“American Airlines” means American Airlines, Inc.

“Code” means the Internal Revenue Code, as amended from time to time.

“Committee” means the Compensation Committee of the Board of Directors of AAG, or any other committee established by the Board to administer the Plan.

“Eligible Earnings” means:

- (i) In respect of Employees subject to taxation in the United States:
 - “Compensation,” as that term is defined for purposes of employer contributions, in the qualified defined contribution plan that is intended to comply with Section 401(k) of the Code that is sponsored by the Employee’s Participating Employer and in which such Employee is eligible to participate at the time the profit sharing award is paid; provided, however, that the annual limit on compensation under Code Section 401(a)(17) shall not be applied for purposes of this Plan; and
 - In addition, Triple Play payouts and profit sharing awards shall be excluded from Eligible Earnings.
- (ii) In respect of any Employee who is employed by a Participating Employer outside of the United States, the equivalent thereof.

“Employee” means any regular, full-time or part-time employee of a Participating Employer.

“Envoy” means Envoy Air, Inc.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time.

“Excluded Individuals” means:

- All independent contractors;
- All temporary and provisional employees;
- Any Employee who is not a member of a Participating Work Group at any time during the Plan Year;
- Any Employee who is not a Participant; and
- As to non-union Employees, those specifically determined by the Committee (or its delegate), in its sole discretion, as not being eligible to participate in this Plan.

“Individual Eligible Earnings” means, as to any Participant, the Eligible Earnings of such Participant for any period during the Plan Year in which such Participant was a member of a Participating Work Group. For avoidance of doubt, the Eligible Earnings of any Participant during any period in which such Participant was not a member of a Participating Work Group shall be excluded from the amount of his or her Individual Eligible Earnings.

“International Participant” means Employees based outside the United States and at the management pay scale level four (4) or below.

“Management Participant” means (i) any domestic management Employees of American Airlines not represented by a union and at the management pay scale level four (4) or below, and (ii) any domestic management Employees of Envoy, Piedmont, and PSA not

represented by a union and who do not participate in their Participating Employer's short-term incentive plan, if any.

“Non-Management Participant” means any domestic non-management Employees of the Participating Employers not represented by a union and, for Envoy, Piedmont, and PSA, non-management Employees who do not participate in their Participating Employer's short-term incentive plan, if any.

“Participant” means as to any Plan Year, an Employee who is:

- (i) in a Participating Work Group at any time during the Plan Year,
- (ii) received Eligible Earnings from a Participating Employer for such Plan Year (as reported on Form W-2 or equivalent form), and
- (iii) remains employed by a Participating Employer on the date profit sharing awards under the Plan are paid for such Plan Year, or such employment terminates prior to the date such awards are paid by reason of the Employee's retirement, disability or death.

For purposes of this definition, “retirement” means a voluntary termination of employment after a Participant is at least fifty-five (55) years of age and has at least 10 years of service with the Affiliates. A pilot's mandatory retirement at age sixty-five will also qualify as a “retirement” if such pilot has at least 10 years of service with the Affiliates at the time of such retirement.

Further, for purposes of this definition, “disability” will be determined under the Participating Employer's long-term disability plan applicable to such Employee.

“Participating Employer” means American Airlines, Inc., Envoy Air, Inc., Piedmont Airlines, Inc., and PSA Airlines, Inc.

“Participating Work Group” means the following union and non-union groups:

- Employees represented by the Allied Pilots Association (**“APA”**) and such union has agreed to the Employees' participation in this Plan;
- Employees represented by the Association of Professional Flight Attendants (**“APFA”**) and such union has agreed to the Employees' participation in this Plan;
- Employees represented by the Transportation Workers Union of America AFL-CIO (**“TWU”**) and such union has agreed to the Employees' participation in this Plan;
- Employees represented by the Transportation Workers Union of America AFL-CIO and International Association of Machinists and Aerospace Workers (**“TWU-IAM Association”**) and such union has agreed to the Employees' participation in this Plan;
- Employees represented by the CWA-IBT Airline Passenger Service Association (**“CWA-IBT”**) and such union has agreed to the Employees' participation in this Plan;
- Employees represented by the Air Line Pilots Association (**“ALPA”**) and such union has agreed to the Employees' participation in this Plan;
- Employees represented by the Association of Flight Attendants – CWA, AFL-CIO (**“AFA”**) and such union has agreed to the Employees' participation in this Plan;
- Employees represented by the International Association of Machinists and Aerospace Workers (**“IAM”**) and such union has agreed to the Employees' participation in this Plan;

- Employees represented by the Communications Workers of America (“**CWA**”) and such union has agreed to the Employees’ participation in this Plan;
- Employees represented by the International Brotherhood of Teamsters (“**IBT**”) and such union has agreed to the Employees’ participation in this Plan;
- Management Participants;
- Non-Management Participants;
- International Participants; and
- Employees in any other job classification that has been deemed, in the sole discretion of the Committee (or its delegate), eligible to participate in this Plan for such Plan Year.

“**Payout Percentage**” has the meaning set forth in Section C of the Plan.

“**Piedmont**” means Piedmont Airlines, Inc.

“**Plan**” means the American Airlines Group Inc. Global Profit Sharing Plan.

“**Plan Year**” means a designated fiscal year.

“**PSA**” means PSA Airlines, Inc.

“**Total Population’s Eligible Earnings**” means the aggregate amount of Eligible Earnings of all Participants and other Employees.

EXHIBIT 2

Captain Dan Carey
President
Allied Pilots Association
14600 Trinity Blvd., Suite 500
Fort Worth, Texas 76155-2512

Re: Profit Sharing Plan

Dear President Carey:

This letter will confirm our understanding regarding profit sharing for pilots employed by American Airlines.

American Airlines has established a profit sharing arrangement, the American Airlines Group Inc. Global Profit Sharing Plan (the "Profit Sharing Plan"), that will allow eligible employees, including employees represented by the Allied Pilots Association (APA), the opportunity to share in the financial success of American.

The effective date of the Profit Sharing Plan, as to APA-represented employees covered by this letter, will be the date on which APA has approved and you have signed this letter on behalf of APA. The terms and conditions set forth in the Profit Sharing Plan shall apply and shall govern the participation of employees represented by APA.

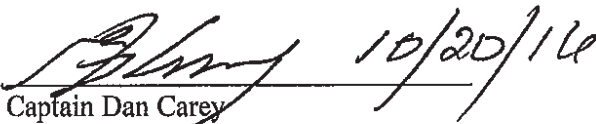
This Letter of Agreement shall supersede all prior LOAs establishing a profit sharing program for APA-represented employees and shall remain in effect for the duration of the Joint Collective Bargaining Agreement dated January 30, 2015.

Sincerely,

Handwritten signature of Beth Holdren in black ink, followed by the date 10/20/14.

Beth Holdren
Managing Director, Labor Relations

Accepted and Agreed on behalf of APA:

Handwritten signature of Captain Dan Carey in black ink, followed by the date 10/20/14.

Captain Dan Carey
President
Allied Pilots Association

EXHIBIT 3

JOINT COLLECTIVE BARGAINING AGREEMENT (JCBA)

between

AMERICAN AIRLINES, INC.

and

THE AIRLINE PILOTS

in the service of

AMERICAN AIRLINES, INC.

and

US AIRWAYS, INC.

as represented by the

ALLIED PILOTS ASSOCIATION

EFFECTIVE: JANUARY 30, 2015

AGREEMENT
between
AMERICAN AIRLINES, INC.
and
THE AIR LINE PILOTS
in the service of
AMERICAN AIRLINES, INC. and US AIRWAYS, INC.
as represented by the
ALLIED PILOTS ASSOCIATION
Effective: January 30, 2015

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN AIRLINES, INC., hereinafter known as the "Company", and the air line pilots in the service of AMERICAN AIRLINES INC. and US AIRWAYS, INC. as represented by the ALLIED PILOTS ASSOCIATION, hereinafter known as the "Association".

In making this Agreement the parties hereto recognize that compliance with the terms of the Agreement and the development of a spirit of cooperation is essential for mutual benefit and for the intent and purpose of this Agreement.

It is hereby mutually agreed:

SECTION 1

RECOGNITION AND SCOPE

A. Recognition

The Allied Pilots Association has shown satisfactory proof that it represents more than a majority of the airline pilots of American Airlines, Inc., and further, has been certified by the National Mediation Board.

B. Definitions

1. Affiliate

The term "Affiliate" refers to (a) any entity that Controls the Company or any entity that the Company Controls, and/or (b) any other corporate subsidiary, parent, or entity Controlled by or that Controls any entity referred to in (a) above.

2. Agreement

The term "Agreement" means this agreement between the Association and the Company and all supplements and letters of agreement between the Association and the Company.

3. Air Carrier

The term "Air Carrier" means any common carrier by air.

4. Aircraft in Service

"Aircraft in Service" is defined as an aircraft available for revenue service for the Company (not to include any aircraft in storage) or in maintenance for the purpose of return to revenue service for the Company.

5. Air Freight Feed Operation

The term "Air Freight Feed Operation" means a freight operation conducted with non-turbojet aircraft whose primary purpose is to "feed" the Company's aircraft.

6. Commuter Air Carrier

The term "Commuter Air Carrier" refers to any Air Carrier utilizing only Commuter Aircraft.

7. Commuter Aircraft

The term "Commuter Aircraft" means aircraft (jet or turboprop) that (a) have a maximum of seventy-six (76) seats (as operated for the Company) and (b) are not certificated in the United States with a maximum gross takeoff weight (MTOW) of more than 86,000 pounds. If an aircraft otherwise meeting the conditions in the preceding sentence is being operated for the Company and is recertified in the United States with a MTOW of greater than 86,000, said aircraft shall remain a Commuter Aircraft so long as it continues to operate for the Company at a MTOW of no more than 86,000 pounds. The existing seventy-six (76) CRJ 900 and E175 aircraft operated on behalf of US Airways, Inc. as of January 7, 2013, are grandfathered as to the seat limitation, and they and their replacements may be operated with seventy-nine (79) and eighty (80) seats, respectively.

8. Company

For purposes of this Section 1, the term "Company" shall include American Airlines, Inc. and US Airways, Inc., and each of their respective operations prior to the complete operational merger of the two airlines.

9. Comprehensive Marketing Agreement

The term "Comprehensive Marketing Agreement" means an arrangement between the Company or an Affiliate and a Domestic New Entrant Air Carrier that is not a Commuter Air Carrier that contains at least the following elements:

- a. AAdvantage or any other Company frequent flyer program;
- b. joint marketing arrangements (other than AAdvantage type arrangements); and,

EXHIBIT 4

SECTION 25

AGENCY SHOP AND DUES CHECKOFF

A. Requirements

Each pilot of the Company covered by this Agreement will be required, as a condition of employment, beginning sixty (60) days after the effective date of this Agreement, or sixty (60) days after the completion of his or her probationary period, whichever will last occur, to either (1) be, or become a member of the Association, or (2) to pay to the Association a monthly service charge for the administration of this Agreement and representation of the pilot. Such monthly service charge will be an amount allowed by law.

B. Exceptions

This Section will not apply to any employee covered by this Agreement to whom membership in the Association is not available upon the same terms and conditions as are generally applicable to any other member, or to any pilot to whom membership in the Association was denied or terminated for any reason other than the failure of the pilot to pay initiation (or reinstatement) fees, dues and assessments uniformly required by the Association. Nothing in this Section will require the payment of any initiation fee by any pilot not required to make such a payment pursuant to the Association's Constitution and Bylaws.

C. Notice of Delinquent Payments

1. If any pilot of the Company covered by this Agreement becomes delinquent in the payment of his or her dues, assessments or service charge, the Association shall notify such employee by Certified Mail, Return Receipt Requested, copy to the Vice President of Flight Operations of the Company, or his designee, that the pilot is delinquent in the payment of such dues or service charge as specified in paragraph A., above. Such letter will notify the pilot of the following:
 - a. the total amount of money due;
 - b. the period for which he or she is delinquent;
 - c. that he or she is subject to discharge as a pilot of the Company; and
 - d. that he or she must remit the required payment within a period of fifteen (15) days or be discharged.
2. The notice of delinquency required under this paragraph will be deemed to be received by the pilot, whether or not it is personally received by him or her, when mailed by the Treasurer of the Association by Certified Mail, Return Receipt Requested, postage prepaid to the pilot's last known address, or to any other address which has been designated by the pilot.
3. Every pilot covered by this Agreement shall notify the Association's Secretary Treasurer of every change in his or her home address, or of an address where the notice required by this paragraph can be sent and received by the pilot, if the pilot's home address is at any time unacceptable for this purpose.

D. Notice of Discharge From the Company

If, upon the expiration of the fifteen (15) day period, the pilot still remains delinquent, the Association will certify in writing to the Vice President of Flight Operations, copy to the pilot, both by Certified Mail, Return Receipt Requested, that the pilot has failed to remit payment within the grace period allowed and is to be discharged. The Vice President of Flight Operations will then take the steps necessary to discharge such pilot from the service of the Company.

E. Protests and Appeals

A protest by a pilot who is to be discharged as a result of an interpretation or application of the provisions of this Section shall be subject to the following procedures:

1. A pilot who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to him or her, may submit a request for review in writing within ten (10)

days from the date of receipt of the notification by the Vice President of Flight Operations that is set forth in paragraph [D](#). The request must be sent by Certified Mail, Return Receipt Requested, to the Vice President of Flight Operations, or his designee, who will review the protest and render his decision in writing not later than ten (10) days following receipt of the protest.

2. The Vice President of Flight Operations, or his designee, shall forward his decision to the pilot, with a copy to the Association, both by Certified Mail, Return Receipt Requested. This decision shall be final and binding on all interested parties unless appealed pursuant to the following provisions.
3. If the decision is not satisfactory to either the pilot or the Association, then either may appeal within ten (10) days from the receipt of the decision, by filing a notice of appeal sent to the other party and to the Company, by Certified Mail, Return Receipt Requested.
4. The appeal shall go directly to a neutral referee who will be agreed upon by the pilot and the Association within ten (10) days after receipt of the notice of appeal. If the parties cannot agree on a neutral referee, a referee will be chosen from the panel supplied by the National Mediation Board. The alternate strike method shall be used to select a neutral referee with the pilot initiating the first rejection. Such final selection of a neutral referee shall be accomplished within ten (10) days after receipt of the list of neutral referees. If the parties have not reached agreement by the alternate strike method within the ten (10) day period, the first name listed on the panel provided by the National Mediation Board shall be designated the neutral referee.
5. The hearing before the neutral referee will occur as early as practicable, and the decision of the neutral referee will be requested within thirty (30) days after the hearing. The decision of the neutral referee will be final and binding on all parties to the dispute. The fees and charges of such neutral referee will be borne equally by the pilot and the Association.

F. Appeal Period

During the period a protest is being handled under the provisions of paragraph [E](#)., and until a final award by the Vice President of Flight Operations, his designee or the neutral referee, the pilot will not be discharged from the Company nor lose any seniority rights.

G. Discharge

1. A pilot discharged by the Company under the provisions of this Section shall be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement and the provisions of [Sections 21](#) through [23](#) shall not apply.
2. It is agreed that the Company will not be liable for any time or wage claims of any pilot discharged by the Company pursuant to a written order by an authorized Association representative under the terms of this Section.
3. The Association agrees to indemnify and hold the Company harmless against any suits, claims, and or liabilities that arise out of compliance with this [Section 25](#) by the Company pursuant to a written request from an authorized Association representative.

H. Calculation Of Payments

1. The Association shall treat members and nonmembers alike in establishing the due date of payments and in determining whether a pilot's account is delinquent.
2. The Company shall provide the Association with a listing of all pilot's annual W-2 Income for the prior year for the purpose of determining if proper dues have been or are being collected.

I. Dues Assignment and Authorization

1. During the life of this Agreement, the Company agrees to deduct from the pay of each pilot covered by this Agreement and remit to the Association the membership dues and assessments uniformly required by the Association as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, or a service charge provided such pilot voluntarily executes the following agreed upon form. This form,

"Assignment and Authorization for Payment of Association Dues or Service Charge," will be prepared and furnished by the Allied Pilots Association.

2. When a pilot properly executes such Dues or Service Charge Form, the Treasurer of the Association shall forward an original copy to the Company Vice President of Flight Operations. A Dues or Service Charge Form that is incomplete or improperly executed will be returned to the Treasurer. Any notice of revocation as provided for in this Agreement or pursuant to the Railway Labor Act shall be in writing, signed by the pilot and delivered by Certified Mail, Return Receipt Requested, and addressed to the Company Vice President of Flight Operations, with a copy to the Association. The Dues or Service Charge Forms and notices received by the Company shall be date stamped upon receipt.
3. When a Dues or Service Charge Form is received by the Company Vice President of Flight Operations, on or before the first day of the month, deductions shall commence with the second payday of the month following, and will continue thereafter until revoked or canceled as provided in this Section. The Company shall remit to the Association a check in payment of all dues, service charges and assessments collected on a given payday, on or as soon after the payday as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Association membership dues, service charges and assessments to the Allied Pilots Association shall be accompanied by a list showing names, payroll numbers and amounts deducted for pilots for whom deductions have been made in that particular period.
4. No deductions of Association dues, service charges or assessments will be made from the wages of any pilot who has transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work, as a pilot covered by this Agreement, deductions will be automatically resumed.
A pilot who has executed a Dues or Service Charge Form and who resigns or is otherwise terminated from the Company will be deemed to have automatically revoked his assignment, and, if he is reemployed, will require execution and receipt of a new Dues or Service Charge Form.
5. Collections of any back dues, service charge or assessments owed at the time of starting deductions for any pilot and collection of dues missed because the pilot's earnings were not sufficient to cover the payment for a particular pay period will be the responsibility of the Association and will not be the subject of payroll deductions.
6. Deductions of dues, service charges or assessments will be made monthly provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the pilot or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect these monies will not extend beyond the monthly period in which his last day of work occurs.

**ASSIGNMENT AND AUTHORIZATION FOR
PAYMENT OF
ASSOCIATION SERVICE CHARGE AND DUES**

TO: AMERICAN AIRLINES

I, _____, hereby authorize and direct American
(Print Initials and Last Name)

Airlines to deduct from my pay such monthly dues and assessments as are now or may hereafter be established in accordance with the Constitution and Bylaws of the Association, or a service charge in an amount equal to such dues for remittance to the Allied Pilots Association.

I agree that this authorization shall be irrevocable for one year from the date of that I sign this authorization or until termination of the check-off agreement between American Airlines and the Association, whichever occurs sooner. If the check-off agreement is terminated, this authorization will be automatically terminated. In the absence of a termination of the check-off agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to American Airlines and the Association by Certified Mail, Return Receipt Requested, during the ten (10) days immediately preceding any such anniversary.

Signature of Pilot _____ Date _____

Address of Pilot _____

Employee Number _____ Domicile _____

EXHIBIT 5

SECTION 26

**AMENDMENTS TO AGREEMENT,
EFFECT ON PRIOR AGREEMENTS,
AND DURATION**

A. Amendments to Agreement

Either party hereto may at any time propose, in writing, to the other party any amendment which it may desire to make to this Agreement, and if such amendment is agreed to by both parties hereto, such amendment shall be stated, in writing, signed by both parties and the amendment shall then be deemed to be incorporated in and shall become a part of this Agreement.

B. Effect on Prior Agreements

This Agreement, including the Supplemental Agreements and Letters attached hereto, shall supersede and take precedence over all Agreements, Supplemental Agreements, Amendments, Letters of Understanding and other documents concerning the same subjects executed between the Company and the collective bargaining representative of the pilots in the service of American Airlines, Inc. prior to the signing of this Agreement. All rights and obligations, monetary or otherwise, which may have accrued because of services rendered prior to the effective date of this Agreement shall be satisfied or discharged.

C. Duration

This Agreement shall become effective on January 30, 2015, except as otherwise stated herein, and shall continue in full force and effect until January 1, 2020, and shall renew itself without change until each succeeding January 1 thereafter, unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least thirty (30) days prior to January 1, 2020, or January 1 of any subsequent year.

D. Early Opener

If written notice is provided by either party at least thirty (30) days prior to January 1, 2019, the parties agree to commence negotiations in January 2019, in accordance with Section 6, Title I, of the Railway Labor Act, as amended.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this the 30th day of January, 2015.

WITNESS:

FOR THE AIR LINE PILOTS
IN SERVICE OF
AMERICAN AIRLINES, INC.
AS REPRESENTED BY
THE ALLIED PILOTS ASSOCIATION

FOR AMERICAN AIRLINES, INC.

/signed/ _____
Captain Keith Wilson
President

/signed/ _____
Paul Jones
Senior Vice President & General Counsel

/signed/ _____
Norman G. Miller
Negotiating Committee Chairman

/signed/ _____
Beth Holdren
Managing Director Labor Relations, Flight

/signed/ _____
Charles Hairston
Director, Pilot Contract Negotiations

/signed/ _____
Todd Jewett
Senior Manager Labor Relations, Flight

/signed/ _____
David C. Brown
Negotiating Committee Member

/signed/ _____
Keith Austin
Manager, Labor Relations, Flight

/signed/ _____
Dean Colello
Negotiating Committee Member

/signed/ _____
James Eaton
Senior Manager - Pilot Negotiations

/signed/ _____
Carrie Giles
Negotiating Committee Member

/signed/ _____
Lyle Hogg
Vice President, Flight Operations, US Airways Inc.

/signed/ _____
Ken Holmes
Negotiating Committee Member

/signed/ _____
Brian Smith
Negotiating Committee Member

/signed/ _____
Jeff Thurstin
Negotiating Committee Member