

In the Matter Between:	*
	*
LAWRENCE M. MEADOWS,	* BEFORE THE
	*
Accuser,	*
	*
vs.	* ALLIED PILOTS ASSOCIATION
	* APPEALS BOARD
ALLIED PILOTS ASSOCIATION	*
SECRETARY-TREASURER PAM	*
TORELL,	*
	*
Accused.	*

ARTICLE VII HEARING

VOLUME 2

MARCH 2, 2017

Testimony of:

Lawrence Meadows
Kathy Emery

BE IT REMEMBERED that on March 2, 2017, from 8:49 a.m. to 7:27 p.m., I, Karen L. Shelton, a Certified Shorthand Reporter in and for the State of Texas, appeared at Allied Pilots Association, 14600 Trinity Boulevard, Suite 500, in the City of Fort Worth, County of Tarrant, State of Texas, whereupon the following proceedings were had:

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A P P E A R A N C E S

APPEALS BOARD MEMBERS:

- Mr. Chuck Hepp, Chairman
- Ms. Kate Fletcher
- Ms. Lisa Heller

THE ACCUSER:

- Mr. Lawrence M. Meadows

REPRESENTATIVE FOR THE ACCUSED:

- Mr. Jeff Thurstin

REPORTER'S NOTE:

Quotation marks are used for clarity and do not necessarily reflect a direct quote.

1 P R O C E E D I N G S

2 (March 2, 2017, 8:49 a.m.)

3 CHAIRMAN HEPP: Why don't you start with
4 your statement.

5 MR. THURSTIN: Very good.

6 CHAIRMAN HEPP: And then you can --

7 MR. MEADOWS: Wait a second. Why does he
8 get -- he doesn't get to move first. What statement
9 does he have?

10 CHAIRMAN HEPP: Why? Do you want to go
11 first?

12 MR. MEADOWS: Yeah, I do.

13 CHAIRMAN HEPP: Okay. Mr. Meadows.

14 MR. MEADOWS: Good morning.

15 CHAIRMAN HEPP: All right. So we are on
16 the record. Thank you, Karen. Mr. Meadows.

17 MR. MEADOWS: Yes, sir.

18 CHAIRMAN HEPP: Where are we going?

19 MR. MEADOWS: Okay. Well, I tried to give
20 you a heads-up off the record, but on the record I
21 just want to state that I believe yesterday devolved
22 into a debacle through no fault of the board, but
23 because we tried to engage in some informality, it
24 actually prejudiced the whole thing because of
25 numerous reasons which I'll cite below, but I think

1 we should -- I move to strike all Captain Torell's
2 testimony from yesterday as inadmissible. She never
3 took the witness stand. She sat at her table with
4 her representative, who is paid by the association,
5 which is a conflict, and she was coached on every
6 single answer. She was evasive and difficult
7 witness, and by allowing her to sit there next to
8 her representative complicated matters. If she was
9 segregated and on a stand, things would have been a
10 lot smoother, number one.

11 By his own admission, her representative
12 is representing the interest of APA legal, which
13 this is a matter of Lawrence Meadows versus Pam
14 Torell. Under Article VII it can only be charges by
15 an individual member against another individual
16 matter. The institution has no standing here, and
17 the institution should not be advising the board or
18 the witness or her representative on legal advice,
19 but clearly they are. They have not decoupled this
20 thing, and it's just a total conflict of interest.
21 I don't know how I can get a fair hearing under that
22 scenario.

23 She is not here in her official capacity,
24 and her rep has engaged in -- I know he's not an
25 attorney, but he's allowed to object on the basis of

1 relevance, hearsay, foundation, whatever. He can't
2 make talking objections. He can't engage in
3 argument. And by doing that, my line of questioning
4 every time has been hijacked. I never got the
5 proper answers to questions. She was allowed to
6 obstruct and deflect every single question I had.

7 I honestly don't know if I have a clear
8 answer on any of the clear-cut membership issues,
9 you know. And as a result of that, I've been
10 prejudiced and biased, and I would ask today that if
11 this matter proceeds, like I say, I think the
12 testimony -- I should be allowed to revisit a lot of
13 questions on membership, and it will go quickly.

14 I mean, if you recall, in the last hearing
15 we did eight witnesses in a day. I think we had
16 Keith Wilson carry over. In one day, eight
17 witnesses. We couldn't even get her through
18 membership. We got bogged down yesterday. I was
19 trying to create a foundation just that she accepts
20 the fact that her predecessor made an institutional
21 commitment to protect my proof of claim and in fact
22 the APA did preserve it and that's the
23 responsibility she inherited as a successor of the
24 secretary-treasurer, and she wouldn't even
25 acknowledge that. So we got bogged down in that

1 little simple topic before I even delved into the
2 line of questioning on grievances.

3 So -- and the last issue is I wasn't
4 aware -- I mean, I think I should have a paid rep
5 here. It would be better for the board. It would
6 be better for the proceeding, you know. And it was
7 helpful to have Ed Sicher at the last one. But I do
8 have a problem. I mean, she can be represented by
9 whoever she chooses by a member in good standing,
10 but I think it's improper when her representatives
11 acknowledge that he's representing interest of APA
12 legal. That's inappropriate. And for that reason
13 he probably should be excluded, but I know you want
14 to proceed with these things. But I think that he
15 needs to be aware that his role is here for Pam
16 Torell and not for APA. And that's it.

17 CHAIRMAN HEPP: Jeff?

18 MR. THURSTIN: Ready? Captain Pam Torell
19 will not be appearing this morning. She voluntarily
20 appeared yesterday in response to the appeal board's
21 request and was questioned for several hours
22 throughout the day by Mr. Meadows. The charges
23 brought to the board in this proceeding are limited
24 in scope. Mr. Meadows, however, has turned this
25 intra-union discipline process into a broad-range

1 fishing expedition in support of his ongoing and
2 future litigation goals against APA and Captain
3 Torell.

4 Captain Torell endured hours of malicious
5 and abusive questioning by Mr. Meadows. Mr. Meadows
6 was throughout the day abusive, harassing,
7 threatening, and volatile. His tone and demeanor
8 created such a hostile environment here that Captain
9 Torell no longer feels safe to return. Mr. Meadows
10 has directly threatened her and stated that he
11 intends to sue her and take everything she has.
12 Captain Torell will not further subject herself to
13 Mr. Meadows, not only on unprofessional but abusive
14 behavior, and will not further put her family or the
15 APA at risk of his declared intentions.

16 His conduct yesterday are grounds
17 themselves for disciplinary action under Article
18 VII. Mr. Meadows could have taken a professional
19 approach to asking Captain Torell questions. He
20 chose instead to harass. Such an approach was
21 neither appropriate nor productive and created such
22 an environment of fear that would affect anyone's
23 ability to answer questions.

24 The board has enough information to
25 resolve this dispute, especially considering

1 Mr. Meadows does not have standing to be here. His
2 charges are not cognizable, and his charges were
3 ultimately -- were untimely filed.

4 As Captain Torell's representative, I will
5 remain throughout the proceeding. Captain Torell
6 reserves the right to file a post-hearing --
7 hearings briefs.

8 CHAIRMAN HEPP: Why don't we take ten.
9 Give us ten, please.

10 MR. MEADOWS: This is -- that would be
11 contempt of court in federal court. She cannot
12 decide not to appear.

13 CHAIRMAN HEPP: We're not at court.
14 Larry, you know we can't have witnesses --

15 MR. MEADOWS: Yeah, I know, Chuck, but
16 this --

17 CHAIRMAN HEPP: We can't compel witnesses.

18 MR. MEADOWS: You've got this guy arguing
19 I'm not a member in good standing, I can't be here.
20 So what is it? I mean, really?

21 CHAIRMAN HEPP: That's what we're here to
22 try to decide, Larry, and you know that's what this
23 was all about.

24 Can we take ten, please, Karen?

25 (Recess from 8:56 to 9:57)

1 CHAIRMAN HEPP: Like to read a statement
2 given the complications we've found ourselves in.
3 Jeff.

4 MR. THURSTIN: Sir.

5 CHAIRMAN HEPP: Pam Torell is the accused
6 in her Article VII hearing, not a volunteer. We
7 believe this compels her to be present. It's not
8 the secretary-treasurer's position to decide whether
9 Larry Meadows has standing to bring this case and
10 whether he is or is not a member in good standing.
11 That's the committee's job. And given the recent
12 history in our C&B, this standing, as you I'm sure
13 are aware, is not cut and dry but muddy, and that's
14 the reason for this hearing.

15 Pam Torell as secretary-treasurer is
16 usurping the authority of this appeal board and the
17 authority given to this board by the APA board of
18 directors.

19 Larry Meadows, we'll be responding to your
20 objections in writing, some or all. Much of your
21 objections, Mr. Meadows, involve comparing the
22 workings of a court of law and this appeal board
23 proceeding. This is not a court. Mr. Meadows, we
24 understand your frustrations. This board agrees
25 that Ms. Torell's testimony has been evasive. Not

1 all of your questions should have been asked, but
2 you did ask questions involving her job
3 responsibilities that should have been answered
4 easily. This board would characterize her testimony
5 as needlessly uncooperative and has complicated
6 these proceedings, but your actions in response to
7 her testimony, instead of relying on the judgment of
8 this appeal board, has also needlessly complicated
9 these proceedings. This appeal board believes that
10 you're able to present your case with or without Pam
11 Torell.

12 Jeff, you've closed your case. We expect
13 we will not hear any objections. Pam Torell has
14 waived her right to object in these proceedings
15 except for post-hearing briefs, and we will be
16 asking -- we will be requiring her to enter her
17 briefs first, and this will allow Mr. Meadows to
18 respond.

19 MR. THURSTIN: Okay.

20 MR. MEADOWS: Okay.

21 CHAIRMAN HEPP: Any comments? Let's put
22 it this way. I've heard your comments. I've heard
23 your comments. Where would you like to go from
24 here, Mr. Meadows?

25 MR. MEADOWS: Well, I mean, you guys have

1 given me the courtesy of the hearing and assembling,
2 and I'd like to make the most of it. I mean, it's
3 difficult now. I don't have any witnesses. Can I
4 call Jeff as a witness?

5 CHAIRMAN HEPP: I don't see what he could
6 bring to your issue. I mean, we've gone through the
7 first charge.

8 MR. MEADOWS: I would just like to get the
9 record --

10 CHAIRMAN HEPP: You're done with your
11 questions on the membership issue. You started
12 working on the second charge, and now we're hung up.

13 MR. MEADOWS: But there should have been a
14 cross-examination. I should have had follow-up
15 questions. We haven't even gotten to the point
16 where she got crossed and I get to redirect.

17 CHAIRMAN HEPP: Well, she had already
18 stated she wasn't calling any witnesses, so there
19 would have been no redirect.

20 MR. MEADOWS: I know, but in other words,
21 he could have cross-examined her after my line of
22 questioning and I would have an opportunity to
23 redirect. So her testimony's incomplete.

24 CHAIRMAN HEPP: Well, except for the fact
25 that I have no knowledge whether he would have

1 called her as a witness.

2 MR. MEADOWS: What I'm saying, so -- but
3 you can't --

4 CHAIRMAN HEPP: So you may not have been
5 given the opportunity for redirect.

6 MR. MEADOWS: I'm saying that her
7 characterization that her testimony's complete is
8 not correct. I mean, it's incomplete.

9 CHAIRMAN HEPP: I'm not worried about his
10 characterization. You're asking as to whether you
11 want to call Jeff as a witness. Stand by.

12 (Off record from 10:01 to 10:02)

13 MS. FLETCHER: Our intent is for, you
14 know, based on the statement that Chuck read is that
15 we are here to listen to your case, for you to
16 introduce your exhibits, say whatever you will about
17 them, make any inferences, any statements regarding
18 them and regardless of what Captain Torell may or
19 may not have said. And anything that you say in
20 regard to your exhibits or your case will be given
21 deference by the appeal board.

22 And the fact that Captain Torell is not
23 here to respond to any of that is to her detriment,
24 not to yours. So we don't anticipate that you can
25 call her representative, but you may say anything

1 that you want regarding your exhibits and regarding
2 your case.

3 MR. MEADOWS: Okay. I just wanted to -- I
4 would like to get in the record, I mean, he -- by
5 his own admission, he's conflicted. He was
6 representing the interest of APA legal.

7 MS. FLETCHER: He's not allowed to say
8 anything now.

9 MR. MEADOWS: But he stated that. It's in
10 the record, and I'd like to make sure that's what he
11 intentionally meant to say. I don't want to
12 mischaracterize what he said because he wasn't
13 really testifying. But he made a statement in the
14 opening proceeding.

15 CHAIRMAN HEPP: We'll clear that up in
16 post brief.

17 MS. FLETCHER: The landscape has kind of
18 changed now because --

19 MR. MEADOWS: I get it. I understand.
20 And the only concern I have, I don't like
21 characterizing -- I did the best I could do under
22 the constraints I had as far as completing my line
23 of questioning on the witness testimony. I feel
24 like there's so much obstruction and hijacking, it
25 caused me to be less professional than I would like

1 to have been.

2 I mean, I've been in like, in the last
3 five years, probably 45 depositions, over a hundred
4 court hearings and proceedings with all the
5 litigation I'm involved in, the Bank of Utah,
6 American Airlines, and APA. And I know how to
7 conduct myself, but I definitely got very
8 frustrated, I mean, and I think I explained to you
9 guys after, I mean, I feel like I'm getting treated
10 like a third-class citizen. I'm getting treated
11 like a non-member. I have a membership card.

12 Under the LMRDA there is only one type of
13 member. There's not inactive members or members in
14 good standing. Or there are members in good
15 standing, but under that definition I would meet the
16 member in good standing.

17 CHAIRMAN HEPP: Larry, I understand. Can
18 we stick to --

19 MR. MEADOWS: Sure, sure.

20 CHAIRMAN HEPP: -- the charge, the issue.
21 I understand your frustrations. We've tried to
22 answer your frustrations.

23 MR. MEADOWS: I just want to say I'm
24 accepting responsibility partly for yesterday, but I
25 think, unfortunately -- we've worked before and,

1 like I said, we got through eight witnesses. And
2 there were some challenges in the Wilson
3 proceedings. Yesterday from the get-go I didn't
4 realize that -- I was okay initially. I thought she
5 would just be professional and forthright. But if
6 there's ever a hearing where it required formality
7 and her to be sequestered on the witness stand,
8 this -- that was it yesterday. I didn't see that.
9 And I got so fixated on it, so frustrated trying to
10 get my questions answered, that this thing devolved.
11 And I think -- I wish that would have been clear to
12 me yesterday. It wasn't.

13 CHAIRMAN HEPP: Look, Larry, I would have
14 had her sit at the table. I asked. Let's be clear.
15 I asked. No one objected. She was where she was.
16 If I were able to do it differently, yes, I probably
17 would have had her sit at the table at this point.

18 MR. MEADOWS: I think in this
19 environment --

20 CHAIRMAN HEPP: But, Larry, let's go
21 forward.

22 MR. MEADOWS: Okay. So I just want to
23 say. So I'm not -- so I think there's
24 responsibility on both sides. And I do want to make
25 clear -- I guess what I'll do -- what I'll do is

1 I'll swear myself in. I'll do some declarative
2 statements about my background issues, and maybe we
3 can just go through the binder from Exhibit 1 to 31.
4 It'll be really simple because there's just points I
5 want to make on various pages. It'll be really
6 clear-cut, get it in the record, and that's it.
7 Then I guess am I going to be cross-examined then
8 too?

9 MS. FLETCHER: No.

10 MR. MEADOWS: No? Okay. And --

11 MS. FLETCHER: Captain Torell has waived
12 her right to have any -- anything to say about
13 anything that you say except in her post-hearing
14 brief. She will get a transcript of the proceeding.
15 She will have a time limit on present -- on
16 submitting her post-hearing brief, and then you will
17 have the opportunity to respond to that brief.

18 MR. MEADOWS: Okay. I just have a
19 question for the board. Were you guys getting
20 advice from APA legal or James & Hoffman during the
21 break?

22 MS. FLETCHER: I think it's fair to say
23 that we came up with our decision without any help.

24 CHAIRMAN HEPP: Yeah.

25 MR. MEADOWS: Well, look, I respect that

1 you guys have been put in a difficult position from
2 the very beginning of these proceedings, and I just
3 don't want it to be personal between us, but I do
4 disagree with that. I don't want it to be personal,
5 but I just strongly disagree with the fact that you
6 guys were seeking -- getting legal advice from
7 either in-house or out-house counsel of APA given
8 the fact that these proceedings stem from a formal
9 lawsuit against the institution for LMRDA violations
10 and I was forced here by the order of the judge at
11 the behest of the former general counsel.

12 So I was left with no choice but to bring
13 Article VII charges, exhaust my internal remedies,
14 which can only be brought against an individual. So
15 I'm bringing it against Pam Torell, but behind the
16 scenes the institution has been trying to protect
17 their interest every step of the way, which on the
18 one hand is understandable, but it's unlawful. The
19 Constitution and Bylaws is clear. The only
20 objective of the APA is to protect the individual
21 and collective interest of the membership, not the
22 institution. The institution --

23 CHAIRMAN HEPP: Larry.

24 MR. MEADOWS: -- is not -- well, I'm
25 just -- let me -- everybody needs a record.

1 CHAIRMAN HEPP: No. Larry, I'm going to
2 object because the reason we're here is because this
3 committee wants to hear your issue.

4 MR. MEADOWS: Okay. Okay. I can do it.

5 CHAIRMAN HEPP: This committee, they're --
6 we were given a letter from Pam Torell saying that
7 there's no cause for this because you're not a
8 member in good standing and because of -- and as I
9 said in my brief, it is muddy, you know, whether
10 you're a member, inactive member, good standing, bad
11 standing, but we have bent over backwards to try and
12 give you every opportunity.

13 MR. MEADOWS: Okay.

14 CHAIRMAN HEPP: So I don't think we're
15 protecting the interest of the institution. If we
16 were protecting the interest of the institution, it
17 would have been -- it would have been very easy to
18 just say --

19 MR. MEADOWS: No, no.

20 CHAIRMAN HEPP: -- we're done.

21 MR. MEADOWS: That's mischaracterizing.
22 I'm not saying you are. I'm saying by virtue of you
23 having no other resource for legal advice other than
24 in-house counsel or out-house counsel, they are
25 trying to protect the interest of the institution

1 and I don't trust that they can give you the best
2 legal advice you guys need.

3 CHAIRMAN HEPP: Well, you're --

4 MR. MEADOWS: And I don't think the board
5 is clear by your statement -- you wouldn't have said
6 some of the things you said if you were protecting
7 the institution, so I don't --

8 CHAIRMAN HEPP: So that being said, can we
9 put that aside and go forward?

10 MR. MEADOWS: Yes, sir.

11 CHAIRMAN HEPP: Thank you.

12 MR. MEADOWS: Okay. I have one question,
13 one last question. To spare a lot -- I'd like to
14 do -- Jeff hasn't been here, but I guess it's not
15 relevant because he's not really representing the
16 witness at this point, but there's a lot of
17 information in the record in the first hearing for
18 Keith Wilson, a lot of background information.
19 Would it be okay to save -- to spare you guys
20 regurgitating stuff that you already know if we
21 could include that into this record? Since the
22 membership issue is carried forward, can we take the
23 transcripts from that proceeding and be allowed to
24 reference them as evidence in this proceeding?

25 CHAIRMAN HEPP: I'm sorry. Could you

1 please ask me that one more time?

2 MR. MEADOWS: Can we take the transcripts
3 of the Wilson proceeding and allow them to be used
4 as evidence in this proceeding? In other words,
5 I -- it will save me from having to create a record
6 of all the stuff that's already been created. You
7 know the whole background, Western Medical, all
8 those other things. I don't really think that's
9 necessary to delve into all that, but I'd like to be
10 able to reference some of those statements from
11 before.

12 CHAIRMAN HEPP: Let's do this. In
13 fairness, I don't think it's fair to just lump all
14 of Wilson into this proceeding because that's a
15 mouthful for -- Pam should have a fair opportunity
16 to respond. But if you want to sit here and say --
17 what was the name of the --

18 MR. MEADOWS: Western Medical.

19 CHAIRMAN HEPP: If you want to say
20 "Reference Western Medical in regard to the Wilson
21 hearing," I'm okay with that because at least they
22 can do a word search on Western Medical and review
23 that material.

24 MR. MEADOWS: And those documents are in
25 the record.

1 CHAIRMAN HEPP: To make them responsible
2 for the entire Wilson transcript, that's -- we can't
3 do that.

4 MR. MEADOWS: But these cases have been
5 kind of blended together. That's all. Look, I'm
6 just trying to make it expeditious today.

7 CHAIRMAN HEPP: I understand that, but I
8 also don't understand how Western Medical --
9 obviously you're going to tell me how it applies to
10 the bankruptcy charge, because that's what we're
11 dealing with right now, the bankruptcy charge.

12 MR. MEADOWS: I guess so here's my
13 question. When I do my closing brief, what body of
14 evidence am I allowed to use? Just the stuff in
15 these proceedings in this book?

16 CHAIRMAN HEPP: I thought that's why you
17 put that book together.

18 MR. MEADOWS: Okay. But then that would
19 mean that Pam Torell can't go outside these
20 proceedings and go to the Valverde decision.

21 CHAIRMAN HEPP: She has it in hers.

22 MR. MEADOWS: How does she have it in
23 hers?

24 CHAIRMAN HEPP: She has an exhibit of the
25 Valverde decision in her exhibit.

1 MR. MEADOWS: It's not part of these
2 proceedings.

3 CHAIRMAN HEPP: No, but it's part of the
4 evidence. It's part of the material that she
5 produced to make her case.

6 MR. MEADOWS: But it's not a final and
7 binding decision yet. It's going to be overturned
8 in federal court. We're filing a lawsuit.

9 CHAIRMAN HEPP: That's conjecture.

10 MR. MEADOWS: No, it's not. It's a
11 statement of fact. I'm filing a lawsuit to overturn
12 it. I've already got proof --

13 CHAIRMAN HEPP: But the outcome is
14 conjecture.

15 MR. MEADOWS: Valverde failed to make
16 conflict disclosures.

17 CHAIRMAN HEPP: It is conjecture. And you
18 know so far you're not batting a thousand in
19 lawsuits, so --

20 MR. MEADOWS: I'm not?

21 CHAIRMAN HEPP: Not that I've read.

22 MR. MEADOWS: Oh, really? I've got a
23 million dollars in awards in the last three years
24 from the company and the union. So you don't have
25 to win lawsuits to win. You have to win decisions

1 to win. And I lost my ERISA disability lawsuit
2 because APA didn't assist me, but managed internally
3 through the administrative process of American
4 Airlines to prevail. So things aren't always as
5 they seem.

6 And the Bank of Utah, I had \$18 million of
7 damages wiped out overnight to zero damages. And
8 after we proved that the bank destroyed evidence and
9 trial was reset and discovery was reopened, resulted
10 in a multimillion-dollar settlement, so -- and the
11 case wasn't won. So I want to make clear, you can't
12 make a statement, I mean, it's prejudicial to say
13 that I'm not winning, because that's what APA loves
14 to say.

15 CHAIRMAN HEPP: I didn't say you're not
16 winning. I said you're not winning all. And that's
17 my point. You have no idea the outcome of Valverde.

18 MR. MEADOWS: Yeah, and judges are people.

19 CHAIRMAN HEPP: I said you're not batting
20 a thousand, which means you would have -- we would
21 have been hitting every ball.

22 MR. MEADOWS: And the hard lesson is, it
23 doesn't matter if you're right under law and facts.
24 Judges are people, and decisions are all across the
25 board.

1 CHAIRMAN HEPP: Exactly.

2 MR. MEADOWS: And Valverde I personally
3 think is wrong, but you draw your conclusions based
4 on the body of evidence. But I guess if she's
5 allowed to include that, then I want to be able to
6 reference the Sproc decision and the other decisions
7 in the record of the appeal board body. That's all
8 admissible, right, other appeal board decisions?

9 CHAIRMAN HEPP: So then your -- did you
10 bring it as part of your --

11 MR. MEADOWS: Yes, it's in the book.

12 CHAIRMAN HEPP: Look, everything that you
13 bought -- everything that you brought in that book,
14 you brought as material to make your case. That's
15 fine.

16 MR. MEADOWS: Okay. All right. All
17 right. I guess let me get sworn in and I'll present
18 my case. I'll do some testimony and I'll just --

19 CHAIRMAN HEPP: Very good.

20 MR. MEADOWS: I think would the best thing
21 to do, just let me testify, put some facts in the
22 record, and then go through my exhibits one by one
23 on the record I think would be the best thing.

24 CHAIRMAN HEPP: Okay.

25 MR. MEADOWS: And I'll try to keep, you

1 know -- with no objections it'll be really clean and
2 smooth. I know what I need to say. Okay.

3 CHAIRMAN HEPP: Karen?

4 MS. FLETCHER: Can I just say one thing?

5 CHAIRMAN HEPP: Please.

6 (Off record from 10:14 to 10:15)

7 CHAIRMAN HEPP: Do you think Pam Torell
8 would like to come back?

9 MR. THURSTIN: I can go ask her.

10 CHAIRMAN HEPP: By all means. Why don't
11 we take five.

12 MR. MEADOWS: I thought we decided she was
13 not allowed to testify.

14 CHAIRMAN HEPP: Well, I think one of the
15 things that we had discussed was allowing her the
16 opportunity to come back given our statement, which
17 means she would be back as a witness.

18 MS. FLETCHER: The accused.

19 CHAIRMAN HEPP: And -- well, yeah, you
20 would be -- she would still be under oath.

21 MR. MEADOWS: We're not going to get done
22 today if she comes back. I can tell you that.

23 CHAIRMAN HEPP: I'm sorry?

24 MR. MEADOWS: I don't think we'll get done
25 today if she comes back.

1 CHAIRMAN HEPP: Well, but that's not the
2 point. The point --

3 MR. MEADOWS: I can use the whole rest of
4 today to finish my stuff. It'll probably take all
5 day to get through it and be done. If she comes
6 back, there's no way it's going to be done today.

7 CHAIRMAN HEPP: Well, that's fine. We'll
8 be here for however long it takes. But I think in
9 fairness, given the positions I think -- I think --
10 I think as a courtesy, she should be afforded the
11 opportunity to change her mind.

12 MR. MEADOWS: She's already made her
13 decision. She doesn't want to come. I think it's
14 clear. She's made her decision. She made a
15 statement of record.

16 CHAIRMAN HEPP: Well, then he'll go ask
17 and nothing will change and he'll be back in five
18 minutes.

19 MR. MEADOWS: I object. It's your
20 decision.

21 CHAIRMAN HEPP: Objection noted. Jeff?

22 MR. THURSTIN: I'll go talk to her. Give
23 me ten minutes?

24 CHAIRMAN HEPP: Fine.

25 (Recess from 10:16 to 10:29)

1 CHAIRMAN HEPP: Jeff?

2 MR. THURSTIN: I went and spoke to Captain
3 Torell as you requested. Captain Torell is at this
4 point committed to doing the membership's business
5 and will not be returning to the proceedings.

6 CHAIRMAN HEPP: Very good. Thank you.
7 Mr. Meadows.

8 MR. MEADOWS: Yes, sir. Okay. I'd like
9 to be sworn in.

10 (Mr. Meadows sworn by the reporter)

11 LAWRENCE MEADOWS,
12 having been duly sworn, testified as follows:

13 DIRECT TESTIMONY

14 MR. MEADOWS: Okay. Good morning,
15 gentlemen, ladies. I won't waste time regurgitating
16 objections that were lodged previously at the
17 opening of this proceeding today. I'd like to start
18 out, I'll try to make some declarative statements.
19 If there's any confusion -- I mean, I'm happy for
20 the board to intervene and ask or clarify what I'm
21 saying, but I'll try -- this is kind of hard. I
22 can't really question myself, but I'll try to do it
23 in an affirmative format.

24 I just want to get some what would be my
25 testimony in the record. And then while I'm still

1 under oath, I'll go through the book, through the 31
2 exhibits, and just point out what I think is
3 relevant on each document, which shouldn't really
4 take that long, and that's it. So I'd like to start
5 whenever you're ready. Okay.

6 CHAIRMAN HEPP: We're ready.

7 MR. MEADOWS: Okay. I'm Lawrence M.
8 Meadows, Miami based 777 F.O., currently in MDSB
9 status. I was hired in 1991 after serving six years
10 in the Air Force. Started to suffer from a
11 disabling illness and was put on pilot long-term
12 disability under the pension plan in 2004. And
13 those benefits were abruptly terminated on
14 December 27th, 2007.

15 Unbeknownst to me at the time, American
16 Airlines' medical department was engaged in what
17 they called the nurse case management pilot
18 disability cost savings reports which were highly
19 structured net actuarial calculations on how much
20 savings could be achieved by prematurely terminating
21 benefits of pilots who were on disability for longer
22 than five years.

23 This was implemented by the medical
24 department, Dr. Bettles and Nurse Spoon and Nurse
25 Reekie. And the pension benefits committee would

1 send out those claims for appellate review to a
2 third-party disability claims reviewer called
3 Western Medical Evaluators. A lot of problems. The
4 reason we're here today is relevant because it ties
5 back to APA's representational failures of Western
6 Medical which to this day have a big overhang on the
7 affected members and the association.

8 APA was obligated under Supplement F to
9 select the clinical source, i.e., clinical authority
10 to do these disability claims reviews. Instead,
11 they agreed to select Western Medical, which is a
12 violation of the contract.

13 Western Medical was a non-clinical father
14 and daughter workmen's comp claim sweatshop that
15 just processed workmen's comp claims for insurers
16 and employers, and they paid their doctors
17 120 percent of the normal exam fee to die as many
18 claimants as possible. And all they did was pay for
19 peer reviews. There was no medical review.

20 Had APA done proper due diligence -- Chuck
21 Hairston was on the panel that hired them -- they
22 would have discovered in two Google searches, one,
23 that there was a ripoff report by a former manager
24 that worked for Western Medical, Mary Ruth West, and
25 she disclosed that they were paying the doctors the

1 extra fee but then it got to the point where they
2 stopped paying doctors and would simply use their
3 names and titles and fabricate doctors' reports and
4 cut and paste signatures from old reports. And then
5 they sold their billings to a factoring company and
6 double-billed the insurance companies anyway.

7 And they got convicted in May -- going
8 back, my disability benefits were terminated in
9 December 2007. I had six months to file an appeal
10 for the pension benefits committee, which I did,
11 with no assistance from APA legal. And in June of
12 2008, myself and four other pilots were the last
13 five pilots of American Airlines that were reviewed
14 by Western Medical, all of whom had their benefits
15 terminated.

16 The following month Western Medical is
17 shuttered by the Texas Insurance Board. The month
18 after that they were indicted for felony medical
19 claim fraud. American Airlines terminated them
20 immediately. And Mark Myers was aware of this and
21 didn't share this information with me or the other
22 affected claimants on disability.

23 Some 84 pilots were caught up. They were
24 tracked on a cost savings report spreadsheet, and
25 they all had their benefits terminated and went to

1 appeal. Of those 84 pilots who lost their benefits,
2 29 were reviewed by Western Medical and I think 23
3 of the 2,900 claims denied. I was one of the 23.

4 APA at the time was under the
5 representation of -- or leadership of Captain Hale
6 and Westbrook, and at the time there was -- the sick
7 jihad was going on and they were all high and mighty
8 and they really engaged in a very strong defense of
9 the pilots of sick leave abuses, and then they
10 started attacking the disability claims. They hired
11 a firm called Feinberg & Lewis, the national ERISA
12 litigator, to litigate claims for people like me.

13 And sometime after that -- that all
14 transpired in 2007 or '8 -- Dan Feinberg realized
15 that they were using an improper medical reviewer
16 and they demanded to assign the claims to the Mayo
17 Clinic, which was done. But APA never took any
18 effort to notify or contact pilots like myself that
19 we had fraudulent reviews or suspected fraudulent
20 reviews and offered a reevaluation by a clinical
21 reviewer, i.e., the Mayo Clinic.

22 Sometime thereafter, around late 2009,
23 it's my understanding that there was an
24 institutional decision made and APA decided to ban
25 the representation of all the MDD pilots. They

1 dropped all the disability lawsuits and sent us all
2 out to hire our own outside counsel. Apparently,
3 from that point forward they decided they were going
4 to treat MDD pilots as non-members, as not members
5 of the collective bargaining unit, and disavow any
6 knowledge of it because they wanted to avoid
7 liability for all the disability claims.

8 And all this stuff didn't come out until
9 much later. But as a result of that -- just give me
10 one minute. As a result of that, I continued my
11 ERISA litigation. Kathy Emery continued her
12 litigation. Another pilot named Wallace Preitz
13 continued his litigation on her own.

14 I was in Dallas in March of 2010 or '11,
15 2011, deposing Dr. Bettles and Nurse Spoon and senior
16 budget analyst of human resources and getting all
17 this evidence, this newfound evidence of this fraud.
18 About a week later I got a -- well, the next day the
19 judge ruled against me. She denied my claim. So
20 the evidence that we were getting never got into the
21 record. Judge ruled against me in my ERISA lawsuit,
22 so I lost my ERISA claim.

23 APA offered me no assistance whatsoever.
24 They sat on this knowledge of the Western Medical
25 fraud and didn't advise us of it. Didn't offer us a

1 re-review. And about a week after that, the court
2 decision, I got a phone call from a woman named
3 Kathy Emery, who you guys all know very well now,
4 and Kathy started telling me about all these cut and
5 paste signatures. It seemed really outrageous, the
6 things she told me. And it took another year of
7 discovery litigation in her case and Wally Preitz's
8 cases. And as these cases moved forward, there's
9 probably been about 20 some depositions done of
10 senior executives at American. And this program
11 extended all the way up as high as the HR
12 department, and they think it was up to the head of
13 HR. But it was a pretty widespread program.

14 And I was, like, just incredulous. But
15 what we did determine was the one doctor that --
16 there was two doctors that reviewed each case. In
17 my case there was an AME named Dr. Karen Grant who
18 denied my -- it was reviewed by a psychiatrist and
19 by an AME. And the AME, Dr. Grant, had also
20 reviewed Wally Preitz and Kathy Emery and myself and
21 denied all our claims. Turns out her reports, she
22 never worked for Western Medical. Her reports were
23 all fabricated and forged by Western Medical. We
24 have affidavits from her admitting that.

25 And we were -- that was used as the basis

1 of a subsequent ruling in a Miami court that
2 American's attorneys couldn't defraud the court and
3 American Airlines fired those attorneys and hired a
4 new law firm and the matter moved forward.

5 So my ERISA case is going on to appeal in
6 June 2011, and now I had a lot of information. I
7 had a really sharp attorney in the Bank of Utah
8 litigation. He looked at the stuff and he couldn't
9 believe it. He said that, you know, it appeared to
10 him that American Airlines' medical department -- he
11 did some research and he realized that between 2003
12 and 2007 American Airlines' SEC 10-K report showed
13 pension shortfalls and defined benefit plans of
14 anywhere from 2.5 to 3.2 billion dollars.

15 So a lot of things internally were being
16 done at American. One was to shift in 2004, as you
17 recall, to shift the disability payments from the
18 pension plan to the 2004 LTD company-funded plan, to
19 the 2004 pilot long-term disability plan, LTD. They
20 shifted that to a company plan which reduced their
21 funding requirements. They didn't have to maintain
22 trusts and all these other factors which made it so
23 costly under the defined benefit plan.

24 So they went about trying to figure out
25 how to save money by terminating claims, and it's no

1 small change. We have about 400 pilots on
2 disability. If you go out in your 40s and you're
3 going to be on for 20 years, it could be a
4 \$2 million claim against the company. So for them
5 to eliminate 84 pilots, saved the company 150, 200
6 million dollars in disability benefits. And by
7 doing that, they were knowingly terminating the
8 rightful disability benefits of otherwise rightful
9 disabled pilots and underfunding the pension plan.

10 So instead of putting money into the
11 pension plan to fund these things, they were not
12 doing that, and it resulted in artificial inflated
13 earnings on the SEC reports. It was the
14 Sarbanes-Oxley fraud case. And I had this really
15 sharp financial lawyer for my bank case that -- I
16 mean, this was a huge deal.

17 So we went to a court-ordered mediation in
18 July of 2011, and he put the company attorneys on
19 notice that basically that he wanted to get me a
20 re-review at the Mayo Clinic, reinstated to
21 disability, and if he didn't do that, he was going
22 to file a Sarbanes-Oxley whistleblower complaint.

23 At that point I had been out on disability
24 for eight years. I was still on the seniority list.
25 My attorney believed that they left me on the

1 seniority list because they wanted to create the
2 presence or the illusion that I was not terminated
3 and I was still employed. They were afraid of a
4 wrongful termination action in the midst of the
5 ERISA litigation. But once I threatened the
6 Sarbanes-Oxley case, within two weeks I got a
7 letter, not from my chief pilot but from Scott
8 Hansen, who is a non-chief pilot supervisor,
9 basically threatening me and saying I had two months
10 to get a medical or resign my seniority number and
11 take a non-flying job outside the flight department.

12 So I called and said, well -- I said, you
13 know, I don't think I can get a medical. And he
14 goes, well, he says, you're not disabled. I said,
15 well, if I'm not disabled, why are you offering me a
16 reasonable accommodation? And this is a ploy they
17 use for a lot of pilots, because once you resign
18 your seniority, you lose your seniority. Under
19 Section 13 a pilot only loses his seniority if he's
20 terminated for just cause, if he resigns, retires,
21 or fails to return from furlough.

22 Now, there's been a lot of innuendo and it
23 was in part in Captain Torell's opening statement
24 that pilots under Section 11.D are terminated. That
25 is not the case. Section 11.D merely states that

1 pilots who are on disability for more than --
2 actually on the sick leave of absence, injury leave
3 of absence for more than five years cease to retain
4 and accrue their relative seniority. What that
5 means is you no longer move up the list. You start
6 falling backwards, but you do not lose your total or
7 your occupational seniority.

8 And under Section 13 it's very clear it is
9 two sections of seniority. One is retention of
10 seniority which affects relative seniority, and the
11 other is loss of seniority which only can occur in
12 the four instances I just cited.

13 So it's been pretty offensive that for
14 whatever reason all these years APA has capitulated
15 to the company and they're now saying that we're
16 terminated and removed from the seniority list. But
17 that's not the case. You're never removed from the
18 list. You're just -- administratively you're
19 dropped on a piece of paper. You're still on the
20 list, you just cease to retain and accrue relative
21 seniority. And the past practice has been to
22 reinstate everybody onto the list with one or two
23 exceptions for pilots that were just really
24 problematic employees with disciplinary issues.

25 For the record, I have been a model

1 employee at American Airlines. I've never had any
2 FAA incidents or accidents or violations. Never had
3 any busted check rides or training issues. Never
4 had any disciplinary issues. The only issues I ever
5 had with the company was becoming a federal
6 whistleblower and calling them out in their
7 disability fraud scheme, upon which or with which
8 APA was complicit.

9 So going forward, at that point in time I
10 went to the APA and said, hey, I want to get sent to
11 the Mayo Clinic. They ignored my request. They
12 refused to do anything for me. I was under threat
13 of getting fired. So I went to the Mayo Clinic in
14 September 2011 and got a aviation disability
15 evaluation. They verified the existence of my
16 disabling illness. And despite that, they reapplied
17 for an FAA medical to satisfy American's demands.

18 So while my medical was pending, I was
19 asking -- I got smart and I started realizing I was
20 entitled to reasonable accommodation under the
21 Americans With Disabilities Act and started asking
22 for non-flying jobs in the bargaining unit. All my
23 requests were denied.

24 I later learned that there's many pilots
25 given what they call sick leave of absence special

1 assignment jobs, and they're allowed to not exhaust
2 their sick leave and not go on disability. And
3 we've had pilots that's worked as many as ten years
4 in the flight department for full pilot pay who have
5 a medical disability. So when I learned about that,
6 I was like, I don't want a reasonable accommodation,
7 I want a contractual reassignment. APA would not
8 support any of these actions for me. And that's
9 kind of what got me into the mess that we're in.

10 And there's e-mail correspondence which is
11 notable from the corporate medical director, my
12 chief pilot, saying they don't know what my status
13 is, they don't know if I can hold a medical or if
14 I've applied for one, nor do they want to call me in
15 for the examination. Caution is to be advised. If
16 we examine Meadows, we will have to put him back on
17 paid disability status. They knew I was disabled.
18 Dr. Bettles' records had the same diagnosis the Mayo
19 Clinic included. He had internal records of his
20 own.

21 And APA just sat idly by and let all this
22 stuff go on, and they were fully aware. Mark Myers
23 was aware, Chuck Hairston was aware, and Bennett
24 Boggess was aware and James & Hoffman was aware. So
25 that's where I was left. And fortunately, the Mayo

1 Clinic verified my diagnosis. I reapplied for
2 disability. And the company says you can't do that,
3 you never returned to active status. I go, really?
4 That's what I was pointing out yesterday in one
5 document that my status in September 3rd, 2008,
6 showed me in a line status. I was an active pilot.
7 Even though I was off disability, I was in an active
8 status. Once they took my benefits, they considered
9 me to be on active status. Once they took me off
10 disability, considered me to still be in an active
11 pilot status with a seniority number.

12 So given that, I had the right to apply
13 for disability benefits. They were livid. They
14 said you can't do that. And I did it and they tried
15 to stall it, and I filed the Sarbanes-Oxley
16 whistleblower complaint with OSHA which got
17 escalated to the Department of Labor to a trial.

18 And then I kept asking for these
19 non-flying jobs. October 24th comes around in 2011,
20 still haven't had a word from the FAA if I'm
21 medically qualified yet or not, and the company
22 sends me a letter from Scott Hansen. Actually they
23 didn't send me a letter. I got a phone call saying
24 I was no longer employed, I was separated from the
25 company and dropped from the seniority list.

1 And I was like, I never got a letter from
2 a chief pilot superior which is required under
3 Section 24 of the contract, written notice for any
4 status changes of a pilot. I was never subject --
5 the only grounds for termination in our contract is
6 Section 21 for cause, which wasn't the case here.

7 And that's kind of where I was left. And
8 going forward, I contacted Bennett Boggess and said
9 I want to file a grievance. He said there's nothing
10 to see here. There's a letter in the record that's
11 going to show that Bennett Boggess said, "Well, let
12 me clarify. You were not terminated. You were
13 merely dropped from the seniority list, and when you
14 get your medical, we will seek your reinstatement,
15 blah, blah, blah." So he's saying I'm not
16 terminated.

17 The problem is, three months prior, in
18 August 2011, LaGuardia base filed a grievance on
19 behalf of Rod Charlson, also similarly situated
20 pilot in a medical disability status who was removed
21 from the list and was demanding his reinstatement
22 that he was improperly removed without notice from a
23 chief pilot superior. But they wouldn't file the
24 same grievance for me, so I filed my own grievance,
25 Grievance 12-011. And I submitted it to Captain

1 Hale, and then things got really delayed. That got
2 waylaid because American, of course, filed
3 bankruptcy at the end of November 2011.

4 So here I am terminated for bankruptcy,
5 and that's it. A week after bankruptcy, I get a
6 letter from American Airlines. They approved me for
7 disability benefits now under the new plan, under
8 the 2004 plan for a new illness, not -- I had the
9 same condition, but now it's a new illness in their
10 mind, and that was their way of -- they didn't want
11 to disturb the court rulings that they -- that said
12 that they weren't arbitrary and capricious in
13 terminating my benefits, so they allowed those court
14 rulings to stand but they fabricated basically a new
15 diagnosis, a new illness for the purposes of giving
16 me benefits under the plan.

17 So I was thankful I got benefits. It had
18 been four years. But I didn't get any travel. I
19 didn't get the active medical I was supposed to get
20 under that plan, and I didn't get any retroactive
21 benefits. I filed another pension benefits
22 administration appeal and another whistleblower
23 complaint. It took another two years, and I was
24 given an award of about \$300,000 in back disability
25 benefits. And I was also given an award of

1 \$40,000 for retroactive out-of-pocket medical
2 expenses. Another year after that I finally got the
3 new lawyers at American to put me on active pilot
4 medical.

5 So as of today I am receiving collectively
6 bargained disability benefits under the 2004 pilot
7 long-term disability plan, which is referenced in
8 letter KK of the collective bargaining agreement.
9 In that plan I'm defined as both an employee and
10 pilot employee who receives W-2 wages in the form of
11 employee income subject to federal tax withholding,
12 and I receive full active pilot employee benefits to
13 include medical, dental, vision, life insurance, and
14 pension.

15 Another part of the PBAC award was
16 restoration of full credited service. What American
17 tried to do was the same thing they did to me and
18 Kathy Emery and Wally Preitz. They took us off the
19 list, and then they went and unwound our credited
20 service as if we were removed in five years.

21 Now, there's legal arguments even if
22 American Airlines has this right to take you off the
23 list at five years, they have to use it. So if you
24 wait more than a period of time, and three years is
25 a long period of time, there's legal doctrines

1 called waiver or estoppel or laches. And there was
2 a strong -- and Arbitrator Goldberg opined that
3 given that, American -- he thought American had this
4 right to remove us, but he thought my case, they
5 couldn't have done it to me because they waived that
6 right, so I should still be on the list in his
7 opinion. That's why I got a full share award of
8 equity payout.

9 So, going forward that's where I was. I
10 was kind of partially made whole. Keep in mind,
11 zero assist -- not only did I not get assistance
12 from APA and didn't get representation, they started
13 taking adverse actions to me. So going forward, the
14 next big thing that happened was the equity
15 distribution. Now, I was entitled to four silos
16 under the methodology and the protocol. I was
17 entitled to four silos. Someone at APA changed my
18 award from four silos to two silos.

19 When I called they said, oh, no, that's
20 what you're supposed to get. I said, what do you
21 mean? I said, the methodology is clear. I'm on a
22 disability plan after 2008, and I'm entitled to four
23 silos. They go, no, that's not the case, you'll
24 just have to arbitrate it.

25 So I arbitrated it. And what Arbitrator

1 Goldberg concluded out of the 1,200 arbitration
2 complaints, I was the only pilot awarded a full
3 share payout from all four silos. As a result of my
4 presentation and Kathy Emery's presentation and
5 Wally Preitz's presentation, all disabled pilots get
6 the third silo. But my award went from 30,000 -- it
7 should have been around 130,000. It was dropped to
8 30, and I got back to the full 130.

9 And Arbitrator Goldberg concluded that APA
10 treated all terminated awaiting grievance pilots as
11 sufficiently likely to prevail in their grievances,
12 which is the, I guess, the premise of what APA does.
13 They protect our jobs. But they said -- he said it
14 was arbitrary for them to -- they ignored their duty
15 to me and they weren't advocating for me and they
16 did not treat my grievance seeking reinstatement to
17 the seniority list as sufficiently likely to
18 prevail.

19 And his belief was that although American
20 had a right to remove me at five years, that it
21 wasn't -- I wasn't -- it wasn't done until eight and
22 a half years. It was done as a result of me filing
23 the whistleblower complaint retaliation. And he
24 believed that as of the snapshot date of
25 January 21st, 2013, I should be on the seniority

1 list. So that was his decision. So his decision
2 was pretty strong in the fact that APA treated me
3 arbitrarily, they ignored their duty to me, and that
4 I should have been treated as being on the seniority
5 list. And someone internally at APA, and I don't
6 know who, someone manually changed my award from
7 four to two silos, precipitating an appeal.

8 During that proceeding, you know how I can
9 get. I was obviously very professional, but out of
10 25 hours of arbitration time, I was given six of
11 them, if you can believe that, six hours with
12 Arbitrator Goldberg. And I cross-examined all of
13 them, Mark Stephens, Mickey Mellerski. What that
14 really did is caused me a lot of ire from the
15 leadership of the association, I believe, because
16 one of the problems was the TAG pilots would get
17 their equity payout -- there's a flow chart and it
18 came down, there was a conditional box. If they
19 prevailed in their grievance, they would keep it.
20 If they didn't, they had to refund it back.

21 Overnight, the day before the arbitration,
22 those charts were changed without notice to the
23 association. And all of a sudden if you were on
24 TAG, it went straight down to full payout. So it
25 didn't matter if you were fired for insubordination,

1 alcohol, drug abuse, you know, crashing an airplane,
2 you were getting a full share payout no matter what
3 happened in your grievance, even if you were fired
4 forever. And there was no explanation for this
5 change.

6 What we learned was there was I think
7 three BOD officers, Bacon and Gary. It was during
8 the slowdown. They were all on Section 21
9 discipline. So they made a decision to make sure
10 that the BOD members, equity payouts were protected,
11 and that was what we disclosed.

12 Bad news for me, because at that point I
13 had done my -- I had finally done Grievance 12-011 I
14 think in April of 2013. It was denied. It was sent
15 to a PAC by Captain Wilson as a meritorious
16 contractual grievance, and all of a sudden the
17 following month after this equity debacle, I get a
18 letter from Keith Wilson saying we're not submitting
19 your grievance to a system board. I go, why not?
20 He goes, because we're not. He said it's statutory,
21 it's not contractual. I go, no. I said, it's
22 citing violations of Section 11 and Section 21 and
23 I'm making -- I'm citing contributing factors of
24 retaliation under Sarbanes-Oxley and discrimination
25 under the ADA. And he says, well, we're not going

1 to put it to a system board. So that was in August
2 of 2013.

3 I thought long and hard about what to do.
4 I tried to plead with him and talk to him, and he
5 flat out refused to help me. They left me without a
6 remedy. And keep in mind, in the bankruptcy court
7 the proof of claim is a very important item because
8 what we were going through yesterday was Captain
9 Shankland's communique or base blast about
10 preservation of claims. So APA basically said we're
11 preserving all pilots' claims who have grievances,
12 and you, individual pilot, don't worry about
13 anything unless you have a workmen's comp claim, a
14 disability claim, or -- workmen's comp, disability,
15 or personal business claim.

16 So my lawyer filed a proof of claim for
17 like a half a million dollars for my lost disability
18 payments. My lawyer filed a personal proof of claim
19 in American Airlines' bankruptcy for my disability
20 benefits claim as per the advice of Captain
21 Shankland. My lawyer insisted it wasn't necessary
22 to protect my grievance claim or personal proof of
23 claim or other claims because they were all included
24 in the APA grievance. I'm like, okay. So that's
25 where it was left.

1 We move forward. That was in 2012.

2 CHAIRMAN HEPP: Do you want to reference
3 these exhibits, or do you just --

4 MR. MEADOWS: I'll -- I think I'm just
5 going to go through the book page by page and I'll
6 make the comment. It just will go quicker.

7 MS. HELLER: So just to back you up one
8 second. After you'd received the letter from Keith
9 Wilson saying they weren't going to pursue it to a
10 system board, given the Scott Shankland communique,
11 your lawyer said that that was protected?

12 MR. MEADOWS: No, no, no. Actually what
13 happened first was the Shankland communique. I had
14 already preserved my personal proof of claim for
15 disability benefits. And the APA thing came out
16 right before the bar date. They said they were
17 preserving the grievances for all the other claims.
18 So my lawyer said, yeah, APA has got your grievance
19 covered and your other claims covered. And that was
20 in July of 2012 or '13. No, '12. Yeah, '12.

21 MS. HELLER: And the letter --

22 MR. MEADOWS: No, July 2013. And then in
23 August 2013 Captain Wilson refused to send my
24 grievance to the system board.

25 MS. HELLER: Okay.

1 MR. MEADOWS: I wrote a two-page letter
2 basically kind of like asking him to reconsider his
3 decision, and he just flat out refused.

4 And at that point things got hostile
5 between him and I. He wouldn't talk to me anymore.
6 He just bowed out, and everything was funneled
7 through Bennett Boggess. So I thought about what to
8 do. And, you know, and the last thing I wanted to
9 do is sue the association because although it's
10 against the law, you could get black listed, you
11 become a pariah, as today I can't get in my own
12 building as an inactive member.

13 But that's where I was left. And so I
14 thought really long and hard about what to do. In
15 January I wrote a e-mail to Chuck Hairston. I said,
16 look, Chuck, I said, I have this grievance. I said,
17 I know you guys will take it to system board but I
18 have valuable legal remedies that will flow from it,
19 it's been valued at \$5.6 million. Assuming I was
20 accommodated in August 2011 and stayed in a full
21 paying position either in a non-flying capacity or
22 eventually as a pilot to retirement, it was valued
23 at \$5.609 million by Berkeley Research Group.

24 And he said, no, your grievance was closed
25 with zero value. He says, we're not doing anything

1 with it. I said, no, you got to preserve it. So
2 two weeks later I file a federal lawsuit. I file a
3 federal lawsuit in Utah, Meadows versus APA, only
4 seeking two claims. One was a breach of DFR, and
5 one was to compel arbitration of my grievance to a
6 system board.

7 And that -- as I was explaining off the
8 record yesterday, the Railway Labor Act is unique in
9 the fact that grievances, the right to arbitrate
10 grievances is statutory. Unlikely every other labor
11 union in the world, it's contractual. The union can
12 control the outcome of the grievance. Under the
13 Railway Labor Act, it has to go to -- it's mandatory
14 arbitration to a system board. The union cannot
15 control it. Our C&B as currently written is in
16 violation of that law.

17 Now, in 2000 James & Hoffman, we had a
18 probationary pilot named Whitaker who was terminated
19 and he didn't have a right to a system board because
20 he was probationary. He wasn't a full-fledged
21 member yet. But despite that, APA went -- and Lloyd
22 Hill, these guys fought so hard for this guy. They
23 said, look, he's got a right under 45 U.S.C. Section
24 184, a mandatory --

25 THE REPORTER: Say that again?

1 MR. MEADOWS: He's got a right under
2 Railway Labor Act, 45 U.S.C. Section 184, a
3 mandatory right, statutory right to individual
4 arbitration. And they fought that. I think in the
5 end there was negotiated settlement. It never came
6 down to that, but he got his job back.

7 Three years later TWA pilots complained
8 they were denied the right to a system board by the
9 APA. It was over the Supp CC issues. They wanted
10 individual grievances. APA denied it. They sued in
11 federal court in Texas. James & Hoffman now at this
12 time, they go in and --

13 (Phone interruption)

14 MR. MEADOWS: Anyway, where was I?

15 CHAIRMAN HEPP: And then the TWA pilots --

16 MR. MEADOWS: Yeah, so Brady. The TWA
17 pilots in the lawsuit of Brady versus APA, now all
18 of a sudden James & Hoffman comes in and makes the
19 opposite argument. They say there's no such thing
20 as his individual statutory right. Just needless to
21 say, APA lost handily, and all these TWA pilots got
22 an award to have all their grievances arbitrated to
23 a system board.

24 So it seems pretty clear-cut. Not to
25 mention that there's five circuit courts that have

1 granted the same right in a case called Capraro in
2 Pennsylvania and Precision Aviation in New
3 Hampshire, another one in Illinois and so on.

4 So I go to Utah thinking this is a slam
5 dunk. I obviously am going to get my grievance
6 arbitrated. James & Hoffman comes in there and --
7 well, that's what I was seeking initially. It was
8 before the LMRDA claim. Now, keep in mind, this is
9 February of 2014. I do my second grievance with
10 Captain Hale February 28th, 2014. Had a really good
11 hearing with him and presented all my claims.

12 At that point Chuck Hairston said we're
13 not representing you, we don't represent you, you're
14 not a member, I'm here representing the institution.
15 I asked to have him excluded from the grievance
16 hearing and have my base reps stand in stead as a
17 representative for the union because I didn't trust
18 Chuck Hairston at that point. Things were going
19 really south really quick with APA legal at that
20 point.

21 He stayed in the hearing. I did all my
22 own briefings, just like the first one, did all my
23 own presentation for an hour and a half with Captain
24 Hale. And it went really well. And the next day I
25 decided, you know what, this guy Doug Parker, seems

1 like this is a fresh, new piece of paper here, he's
2 got an open-door policy, I'm going to go over and
3 talk to Doug. So I take my brand-new suit. I go
4 over and I go to CentrePort and go to the 6th floor.
5 Couldn't even get up there in the past. Couldn't
6 even get through the lobby. There's metal detectors
7 up at the offices upstairs. Now you can walk right
8 in.

9 I walk in. I run into this guy, don't
10 know who he is. I explain myself. It's Douglas
11 Kerr, our company CFO. Have a 15-minute
12 conversation with him. He says, look, he says,
13 Doug's not here, he says, but -- and they were
14 really informal. They were like, no, it's not
15 mister, you know, to call me by my first name. They
16 said, Doug's not here, but if you want you can speak
17 to Mr. Johnson.

18 And he goes, sticks his head in the door.
19 And this guy's really -- papers everywhere, really
20 busy. They were just getting settled in. He said,
21 yeah, I'll give you 15 minutes. I thought I'd get a
22 meeting like in a few weeks, maybe, if I was lucky.
23 Got me a 15-minute sit-down meeting. I didn't know
24 at the time. Steve Johnson was the director of
25 corporate affairs, but he's also general counsel.

1 So he heard me out, and he was really intrigued up
2 to the point where I started explaining the
3 Sarbanes-Oxley stuff and he stood up and started
4 rubbing his head. He got really uncomfortable. He
5 goes, I think we're done here. I go, what? I don't
6 understand. I was talking to the general counsel
7 lawyer and talking to him about the Sarbanes-Oxley
8 stuff that he had an actual fiduciary duty to
9 disclose to the board.

10 So it ended. He said he would give the
11 documents to Parker. I walked out. All the doors
12 were open. The lights were all out. They were all
13 in Tulsa for a meeting. Those were the only two
14 people there. I had a stack of grievance packages
15 from the Sarbanes-Oxley complaint. I saw Parker's
16 office. I put one on his desk. I put one on
17 Kirby's desk.

18 I was walking out and I was looking around
19 the legal department on the way out of there. Some
20 lawyer asked me if I needed help, and I said, yeah,
21 I'd like to speak to Marjorie Powell, who was the
22 senior attorney handling the case. I went and spoke
23 to her for two hours. At that point she told me,
24 which in retrospect was kind of eerie, she goes,
25 well -- she agreed to talk to me. We kind of like

1 tried to get a rapport going, try to get my issues
2 resolved. All I wanted to do was get a -- at that
3 point was get my travel back and get a non-flying
4 job and either reinstate me to the list or ensure I
5 was reinstated when I was medically qualified.

6 And she told me in no uncertain terms
7 that -- she said, I think you missed your calling,
8 you should just be a lawyer. I said, well, I hate
9 lawyers. No offense, but I don't want to be a
10 lawyer. She goes, well, I think you should just
11 take the cash buyout, we want to give you a cash
12 buyout and you should go to law school. You don't
13 need to be a pilot. You're too smart to be a pilot.

14 I go, who are you to say I don't need to
15 be a pilot? That's my lifelong career. That's what
16 I want to do. She goes, well, I can tell you right
17 now, if you get your medical, we're going to take
18 your LTD and we're not putting you back on the list.
19 I go, why not? She goes, because we're just not.
20 What about my travel? You don't deserve your
21 travel. That's a privilege, and people like you
22 don't deserve it. You cost the company a lot of
23 money. I'm like, okay.

24 So I'm sitting there, and this is how it
25 goes with her. And she says she wants to mediate

1 it. I said, well, I don't know if I really want to
2 mediate it, I just want to get my job back. And I
3 left.

4 CHAIRMAN HEPP: Was that mediate or --

5 MR. MEADOWS: Mediate. At that time she
6 wanted to mediate. That was in February of 2014.

7 But one of the things she said was, my
8 understanding is that your grievance is closed with
9 zero value. And I thought, that's odd, because
10 that's exactly the same language that Chuck Hairston
11 sent an e-mail to me the month prior. That was
12 February 28th.

13 Unbeknownst to me, a week later APA is
14 modifying their proof of claim for the first time in
15 bankruptcy and removing my grievance from their
16 proof of claim and didn't notify me or any of the
17 other pilots whose grievances were removed from that
18 proof of claim. And that's the one Captain Torell
19 modified, signed her name to it. And by signing
20 that, she signed a monetary instrument in excess of
21 \$5,000. There's millions of dollars of pilot
22 grievances that she excluded from there.

23 And she obviously probably did it under
24 the advice of general counsel of the union and
25 Steptoe Johnson, who was APA's bankruptcy counsel.

1 There's an attorney called Joshua Taylor.

2 So I was -- needless to say, I was screwed
3 to the ceiling. This was done on March 7th, but I
4 wasn't told about it. I found out right before the
5 hearing April 17th. So these arguments about my
6 Article VII charge not being timely are erroneous
7 because the first time I learned of this was in the
8 bankruptcy court on April 17th at a hearing. And
9 American Airlines starts arguing, well, APA has
10 excluded his grievance from their proof of claim.
11 I'm like, what? It's a footnote in their brief. I
12 go, what are you guys talking about? I go, that's
13 really odd.

14 So I'm in there fighting American seeking
15 to disallow all my claims. My Sarbanes-Oxley
16 whistleblower claim was set for trial the next
17 month. And I deposed -- I had set depositions for
18 Captain Hale and Parker and Arpey, and they were
19 livid, I mean, and they were fighting hard in
20 bankruptcy court. It was hard enough for me to go
21 in there. I had spent \$30,000 with my own attorney
22 for one motion, one hearing.

23 CHAIRMAN HEPP: Can we just -- to go back
24 to the timeliness issue --

25 MR. MEADOWS: Yeah, that's relevant.

1 CHAIRMAN HEPP: I'm sorry?

2 MR. MEADOWS: Yeah, what's relevant is --

3 CHAIRMAN HEPP: I just want to copy some
4 dates down so I remember.

5 MR. MEADOWS: So the proof of claim I
6 believe was amended March 7th or 4th by Captain
7 Torell.

8 CHAIRMAN HEPP: March --

9 MR. MEADOWS: I'll get it exactly.

10 CHAIRMAN HEPP: And that was what, 2014?

11 MS. HELLER: Yeah.

12 MR. MEADOWS: Yeah, 2014. I'll get the
13 exact dates. We'll get it in the record.

14 CHAIRMAN HEPP: That's all right.
15 March 2014 amended.

16 MR. MEADOWS: Right. And then what
17 happened --

18 CHAIRMAN HEPP: And then you were informed
19 about it when?

20 MR. MEADOWS: Well, American filed a
21 motion two weeks after that. They filed a motion to
22 disallow my claim. So as a result of me going to
23 this meeting with the senior attorney of the
24 company, all of a sudden the union's taking my
25 grievance off the proof of claim and now the

1 company's filing this wild ass multipage, 100-page,
2 200-page, 300-page motion to disallow all my claims
3 to the bankruptcy court.

4 So we go to the hearing and I find out
5 that American's making this argument that my
6 grievance has been removed from the proof of claim.
7 I'm like, what the hell are they talking about? My
8 lawyer's like, oh, yeah, it's right here in the
9 papers. I'm like, APA never told me that. So we go
10 through the whole thing.

11 CHAIRMAN HEPP: Well, just again, I'm just
12 trying to get the dates.

13 MR. MEADOWS: I learned about it April
14 17th.

15 CHAIRMAN HEPP: The reason why you're
16 saying that it's not -- that it is timely is because
17 even though the proof of claim was amended in March,
18 you weren't informed until --

19 MR. MEADOWS: I was never -- I was never
20 noticed by APA, ever. And I first learned
21 secondhand through American Airlines' attorneys at
22 the April 17th, 2014, bankruptcy claims hearing.

23 CHAIRMAN HEPP: So in April 2014 is when
24 you -- you learned about it.

25 MR. MEADOWS: Right.

1 CHAIRMAN HEPP: Okay. On your own.

2 MR. MEADOWS: On my own. So here I am in
3 federal bankruptcy court at great expense on my own
4 defending my claims, and all of a sudden the judge
5 goes, is there anyone else that wants to make a
6 comment? And two guys stand up. They say, look,
7 we're here for APA. We're not saying -- we don't --
8 we don't think he has any contractual claim, so we
9 don't think the grievance is valid, but we're not
10 saying the statutory claims are good or bad, we
11 don't really support those, blah, blah, blah.

12 My lawyer's like, who the hell is that
13 guy? I go, I don't know. Steve Hoffman and Joshua
14 Taylor. Because I had threatened Joshua Taylor that
15 they improperly took my proof of claim and they
16 needed to restore it or I would take legal action.
17 So their way of responding was to go to bankruptcy
18 court and put my ass on ice. And my union not only
19 not representing me but sending --

20 CHAIRMAN HEPP: That's an official legal
21 term, I'm assuming.

22 MR. MEADOWS: Yeah, yeah. Sorry. But,
23 yeah, I mean, so not -- I mean, I can live with -- I
24 can fight for myself. Union doesn't want to do
25 their job and represent me, fine, but don't send

1 attorneys to the bankruptcy court and sandbag me.
2 No notice of appearance, no brief filed. They get
3 to testify all this stuff in the record.

4 I was like, your honor -- he goes, I'm not
5 hearing you, you have an attorney. My attorney
6 tried to get me on the stand to rebut this, and they
7 flat out refused. I tried to submit a supplemental
8 brief. Flat out refused. He goes, what the hell is
9 going on? Are these guys, like, connected to the
10 company? Is that a company union? I go, not
11 really, but it acts like one. He goes, this isn't
12 good for you. So --

13 MS. HELLER: Larry, I'm sorry, I have a
14 question. On the notifi -- I understand that you
15 weren't given formal notice when the proof of claim
16 was amended, but as far as -- I'm not concerned
17 really about the timeliness issue, but there's
18 correspondence in Captain Torell's exhibits about an
19 e-mail from you regarding the amended proof of
20 claim.

21 MR. MEADOWS: Yeah, I think it --
22 actually --

23 CHAIRMAN HEPP: What's that, 5?

24 MS. HELLER: Yeah. 4.

25 CHAIRMAN HEPP: 4?

1 MS. HELLER: Just if you could clarify
2 that. It's dated April 1st.

3 MS. FLETCHER: 2014.

4 MS. HELLER: So the claim --

5 MR. MEADOWS: Okay. Yeah. Okay. So I'm
6 at Tab 26. So the proof of claim was signed
7 February 4th. I think my lawyer called me --
8 actually now I'm looking at it, I think American
9 Airlines filed something in a motion in February --
10 or, I'm sorry, on March 17th. My lawyer said,
11 there's a footnote in here about your proof of
12 claim, do you know about that. And that's when it
13 first came to my attention.

14 So I started writing letters. I wrote a
15 letter March 25th to Keith Wilson, and then I wrote
16 a letter to Pam Torell. So I was in the process of
17 trying to find out what happened and what APA -- I
18 was asking APA to amend it because they reserve the
19 right to re-amend. So I take that back. I did
20 learn on March 17th, but I engaged in a process of
21 trying to get -- and there's another letter to Pam
22 Torell on April 1st.

23 And at that point I never had a response.
24 So I was in the process of trying to find out what
25 they actually did. And I didn't really know what

1 they did until the hearing the 17th when the
2 attorneys show up. And needless to say, I didn't
3 know who Steve Hoffman was, but I didn't have a very
4 high opinion of him after that because this guy
5 became my enemy.

6 And the thing that's really crazy was a
7 year prior in April of 2013 for my second grievance
8 hearing, I have an e-mail, and it's in the record,
9 from Chuck Hairston saying, look, we don't
10 support -- they were petrified of the Western
11 Medical piece because he was involved. And they
12 were petrified of the ADA piece, but we do support
13 your Sarbanes-Oxley.

14 On April -- in April of 2014 -- no, in
15 April of 2013, APA staff attorney Chuck Hairston
16 sent me an e-mail confirming that we don't support
17 the WME or ADA piece of your grievance, but they do
18 support the Sarbanes-Oxley piece of my grievance.
19 And they submitted a brief on my behalf, which I
20 wrote, but he reviewed the brief and submitted it
21 and it had a bunch of arguments about the
22 Sarbanes-Oxley. So Sarbanes-Oxley was actually
23 supported by APA and part of that grievance hearing
24 brief.

25 But in the bankruptcy court, general

1 counsel a year later represented they didn't support
2 the Sarbanes-Oxley. So the purpose of that was
3 twofold. American Airlines' attorneys were arguing
4 his grievance can only be for contractual claims, he
5 can't do anything other than contractual claims. We
6 don't know about statutory claims. APA comes in and
7 goes, well, he doesn't have grievance claims, or
8 contractual claims, and we don't really know about
9 these statutory claims.

10 Problem was he had other pilots in the
11 same time frame who were on a proof of claim that
12 had combined grievance and statutory claims just
13 like me. They had AIR21 complaints and they were
14 preserved. So they worked two ends against the
15 middle. The company was saying he only has
16 contractual claims. They union's saying he doesn't
17 have contractual claims but he has statutory claims.
18 The company's saying he can't pursue statutory
19 claims.

20 And Judge Lane is like, well, you have
21 nothing and you can't do anything. And I objected.
22 And he wouldn't let me testify. He wouldn't let me
23 submit the letter from Chuck Hairston that
24 contradicted Steve Hoffman, so that's in the record.
25 And it took many months. As a result of that, my

1 Sarbanes-Oxley case got stayed until a decision. It
2 took eight months to get a decision.

3 And sometime in September of 2014, Judge
4 Lane issued an order disallowing all my claims with
5 the exception of Grievance 12-011. I thought he was
6 going to wipe out Grievance 12-011 altogether, but
7 Judge Lane's order said I shall be permitted to
8 arbitrate Grievance 12-011 to a system board of
9 adjustment within the scope of the CBA and remedies
10 provided under Railway Labor Act. He said that at a
11 bench ruling, and that was the final record.

12 CHAIRMAN HEPP: And that was Goldberg?

13 MR. MEADOWS: No, that was Judge Lane.

14 MS. HELLER: Judge Lane.

15 CHAIRMAN HEPP: Oh, Judge Lane. I'm
16 sorry.

17 MS. HELLER: Is that order in here?

18 MR. MEADOWS: I don't think so, no, but I
19 can get it if you guys would like. If there's
20 anything -- just make a note. I'll get them all for
21 you. I have them here.

22 CHAIRMAN HEPP: So just go over again, I'm
23 sorry, with Judge Lane. I was trying to read
24 through with the correspondence. So what did Judge
25 Lane say?

1 MR. MEADOWS: So Judge Lane's final order
2 basically said you can -- in a bench ruling. It was
3 a 90-page thing or whatever, but he basically said
4 Meadows shall be permitted to arbitrate Grievance
5 12-011 to a Railway Labor system board of adjustment
6 so long as his claims are within the scope of the
7 collective bargaining agreement and remedies are in
8 the scope of the Railway Labor Act. So it was
9 basically a court order that that grievance had to
10 be arbitrated.

11 CHAIRMAN HEPP: And when was this?

12 MR. MEADOWS: September 2014. I stupidly
13 took that order before it was final, because there
14 wasn't a formal order. It was a bench ruling. He
15 said that's going to be the final order. So I took
16 the transcript, four days later filed it in the Utah
17 court where I was arguing over the right to compel
18 the arbitration. And I told the Utah judge, I said,
19 look, it's really clear. The bankruptcy judge is
20 ordering that I shall be permitted to arbitrate this
21 grievance.

22 So you know what they did? Judge Lane
23 issued a special modification of his order. He
24 modified the order and struck all language that
25 restricted me -- because the point of it -- the

1 language was written by American. The point of that
2 language was to make sure I couldn't do any of the
3 Sarbanes-Oxley or ADA claims, only contractual under
4 the Railway Labor Act. But as written, the order
5 was an affirmative order that I had to arbitrate
6 this grievance to a system board.

7 So for some reason he changed it and he
8 ordered all that limitation language is stricken and
9 it said I shall be permitted to arbitrate my
10 grievance, and it was all crossed out, to the extent
11 permitted by applicable law. Sounds a little
12 innocuous. APA takes that language and says, see,
13 he can't arbitrate -- he doesn't have an affirmative
14 right to arbitrate this grievance because the
15 supreme law of the world is the APA C&B, and under
16 the C&B we reserve the right to resolve our
17 grievances under sole discretion.

18 So the APA, Steve Hoffman argued that
19 based on the modified order that it was to the
20 extent permitted by law. And somehow he surmised
21 that the C&B superseded the rights under the Railway
22 Labor Act, and it cannot. Arbitrator Valverde has
23 ruled in his document that APA is governed by the
24 parliamentary law of Robert's Rules. Under Robert's
25 Rules there is doctrine of the hierarchy of laws.

1 And statutory laws, he specifically said that the
2 C&B cannot -- is subordinate and cannot preclude the
3 Railway Labor Act. What Steve Hoffman was arguing
4 is basically that because of some blurb in the C&B
5 that says APA resolves grievances at their sole
6 discretion that they had that right. But it
7 contradicts their requirements under the Railway
8 Labor Act.

9 So that's kind of what happened to my
10 grievance. I mean, they really railroaded my
11 grievance and just destroyed it and got rid of it.

12 The proof of claim thing seems to be --
13 Judge Lane's opinion was, he goes, well, it looks
14 like APA has taken your grievance off the proof of
15 claim or so it would seem, is what he said. But in
16 his mind it was irrelevant because by the time they
17 changed the proof of claim my grievance was already
18 excluded from the bankruptcy settlement agreement
19 between American and APA and incorporated into
20 Letter of Agreement 1201 in the collective
21 bargaining agreement, and it's since been
22 incorporated into the JCBA.

23 So my grievance is incorporated into the
24 CBA and excluded from the bankruptcy settlement. So
25 really APA -- what APA has done by amending their

1 proof of claim was kind of a non --

2 CHAIRMAN HEPP: What APA has done by
3 amending the proof of claim?

4 MR. MEADOWS: Yeah, by excluding my
5 grievance from the proof of claim --

6 CHAIRMAN HEPP: I just didn't hear what
7 you said.

8 MR. MEADOWS: Yeah, so by excluding my
9 grievance from the proof of claim after the fact, by
10 doing that, it didn't really change anything because
11 I still have the right to the grievance.

12 But here's where the problem becomes. Now
13 APA has done that, they could re-amend it. I've
14 asked them many times to re-amend it. If the
15 grievance goes forward and there's a monetary award,
16 now the company's got a really strong argument to
17 say, you know what, APA, it's not your proof of
18 claim, it's not getting paid by the bankruptcy
19 estate, it's a bankruptcy expense, we're not paying
20 it. APA is on the hook for whatever my award might
21 be. So that's a big detriment to get my grievance
22 to move forward.

23 And that's where it's at. So that's why
24 the proof of claim is really relevant. And there's
25 just been a course of conduct between the general

1 counsel and Bennett Boggess and the former national
2 officers to basically destroy my grievance, because
3 even if they have the right to resolve my grievance,
4 they never resolved it. They abandoned it. They
5 absolutely abandoned it. And at the same time
6 frame, you understand -- and this is questioning I
7 had for Captain Torell -- in here is the audited
8 financial statement for APA from 20 --

9 CHAIRMAN HEPP: What tab? Would you
10 please -- my only frustration is you're not
11 referencing your documents.

12 MR. MEADOWS: I'm going to go through --
13 okay.

14 CHAIRMAN HEPP: But if you're doing it
15 now, then by all means --

16 MR. MEADOWS: I'll do it.

17 CHAIRMAN HEPP: -- let the court reporter
18 know so we can go back and review it.

19 MS. HELLER: When we read the transcript,
20 it'll be helpful if you'll point us to it.

21 MR. MEADOWS: Of course, of course. Okay.
22 So I'm on Tab 31 in Lawrence Meadows' exhibits. All
23 my future references will be to tabs in my book.
24 And it's the consolidated financial statement of the
25 Allied Pilots Association, basically an audited

1 financial statement prepared by KPMG Marwick.

2 CHAIRMAN HEPP: Can you just stand by one.

3 (Recess from 11:25 to 11:35)

4 MR. MEADOWS: We're back on the record.

5 We were discussing the incidents that occurred on or
6 around March and April with respect to elimination
7 of my grievance from the APA's proof of claim and
8 APA's general counsel appearance at the bankruptcy.
9 And I'd like to go -- after we do this, I want to go
10 forward.

11 CHAIRMAN HEPP: Well, just where I'm at
12 was Tab 31.

13 MR. MEADOWS: Yeah, I'm going to get
14 there. I'm there.

15 CHAIRMAN HEPP: Okay.

16 MR. MEADOWS: I'm just saying, so I want
17 to keep going on that line of testimony with respect
18 to all the occurrences in the April 2014 time frame.
19 There was a lot of other things going on, but I
20 think it's relevant to take a pause. And we were
21 talking about the unilateral disposal of several
22 pilot grievances. And I don't know what the purpose
23 was, but I think it's relevant to look to the
24 audited financial statement for 2013. So that's
25 where we are in Tab 31.

1 Three pages in, numbered page number 2,
2 and this is the audited financial statement from
3 June 30th, 2013 and 2012 for the Allied Pilots
4 Association prepared by KPMG Marwick. And is
5 everyone on page 2?

6 CHAIRMAN HEPP: Top of the page starts
7 "Assets"?

8 MR. MEADOWS: Yes.

9 CHAIRMAN HEPP: Okay.

10 MR. MEADOWS: Okay. So if you notice in
11 the column, left-hand column entitled 2013, there's
12 a reimbursement receivable of \$21,173,000. That is
13 a payment in cash and stock by American Airlines to
14 the Allied Pilots Association for the bankruptcy
15 settlement agreement, which is docket number 5800 in
16 the U.S. Bankruptcy Court, Southern District of New
17 York in the proceedings of AMR as debtors.

18 Now, the purpose of that payment was to
19 defray all of APA's extraneous bankruptcy related
20 expenses and costs as a result of having it get drug
21 through bankruptcy.

22 CHAIRMAN HEPP: So, in other words, it was
23 the settlement of all claims and grievances?

24 MR. MEADOWS: So what happened, in
25 December of 2013, the union and the company signed

1 the AA/APA bankruptcy settlement. And what this
2 settlement did was it excluded the claims that
3 weren't part of the settlement.

4 CHAIRMAN HEPP: Right.

5 MR. MEADOWS: And there was a list of 36
6 grievances, one of which was mine, and they were
7 excluded from the settlement. They were i.e.
8 preserved and allowed to go forward, but all the
9 APA's other claims against the --

10 CHAIRMAN HEPP: So let me just be clear.
11 So all that was left on the amended proof of claims
12 makes up that \$21 million? Is that -- would that be
13 accurate?

14 MR. MEADOWS: I don't think -- I don't
15 know. No, I don't think it was couched that way.
16 It was just a payment. The purpose of the payment
17 was to defray bankruptcy related costs and expenses.
18 It was an inducement to get APA to settle.

19 CHAIRMAN HEPP: Okay.

20 MR. MEADOWS: Okay. So it shouldn't have
21 cost them anything just because AMR filed
22 bankruptcy. The whole purpose was to leave APA net
23 neutral going forward. It shouldn't have been a
24 cost for us. It was no fault of our own.

25 Now, if you look down to the next column,

1 liabilities and assets, the accrued liabilities are
2 10 thousand 2.3 million. Or, I'm sorry, 10,236,000.
3 So roughly in round numbers APA made a net profit as
4 a nonprofit organization of \$11 million for this
5 settlement.

6 Now, there was nothing exchanged in the
7 settlement, but the one thing that's a matter of
8 record was there was, I think, 276 grievances
9 pending. And Dan Carey has told me in the past that
10 APA has always resolved -- as part of negotiated
11 settlements, contract negotiations, that they always
12 bring back all the hostages and resolve all the
13 grievances.

14 In this case APA decided to dispose of 230
15 grievances out of 276 grievances, and they didn't
16 notify -- Brian Ostrom was one of them. His claim
17 was disposed of. So they didn't notify any of these
18 pilots they disposed of those grievances. Although
19 I was fortunate in that mine was one of the 36 that
20 was excluded from that settlement and preserved,
21 they took it off the proof of claim two months later
22 anyway.

23 So I think this is something I would like
24 to ask Pam Torell to explain how it was appropriate
25 for the union to make an \$11 million profit as a

1 nonprofit. It doesn't make sense to me. And it
2 seems like there's got to be a give and take, a quid
3 pro quo. And you'll never know, no one's ever going
4 to admit they sold out 230 pilots' grievances for
5 \$11 million is what really happened. But I'm
6 just -- that's -- I'd like you to draw an inference
7 to that, but I think the question is when you read
8 the settlement agreement, it'll become clear to you
9 that the purpose of that \$21 million payout was to
10 defray bankruptcy related costs and expenses, not
11 for APA to profit.

12 So the institution was wildly successful
13 coming out of bankruptcy. I mean, their assets
14 skyrocketed from like high \$30 million range to
15 \$60 million. They had a big windfall. And that's
16 when all of a sudden you start hearing all this
17 language from Bennett Boggess, James & Hoffman.
18 Everyone was all high and mighty about protecting
19 the institution. You know, we don't care. Yeah, we
20 may have violated your rights as members, but we
21 can't do the right thing because it's going to hurt
22 the institution. We've got to preserve our assets.

23 So, I mean, what -- is it chicken or egg?
24 But, I mean, clearly the interest of the membership
25 is clear. And I just disagree with the concept of

1 protecting the institution when the institution is
2 breaking the supreme law of the union, not to
3 mention federal law. So that's the only point I
4 want to make in this document, and I would like to
5 question Captain Torell more on that because that
6 was filed under her tenure as secretary-treasurer.

7 So going back to April 2014, I explained
8 how all these occurrences happened on April 17th in
9 the bankruptcy court with general counsel from APA
10 showing up. Coming back into March, so --

11 CHAIRMAN HEPP: Are you anywhere in this
12 book right now?

13 MR. MEADOWS: Not yet.

14 CHAIRMAN HEPP: Okay.

15 MR. MEADOWS: But I will start referring
16 to stuff. And then when we go through it start to
17 finish, I'll skip over the things we've already
18 reviewed to save time.

19 So in March 2014 a lot of things were
20 going on. I think the first one was I learned
21 around March 17th in an American Airlines motion
22 about the footnote that APA had excluded my
23 grievance from the proof of claim. I wrote a letter
24 March 25th, and I'll find that letter. March 25th
25 on Tab 28, please. This is a letter I wrote to

1 Captain Wilson.

2 CHAIRMAN HEPP: Can you just stand by one?

3 MR. MEADOWS: Sure. I could read it into
4 the record if that helps.

5 CHAIRMAN HEPP: No, that's fine. I just
6 want to read it. Honestly, Larry, I've seen it
7 before. I'm just trying to refresh.

8 MR. MEADOWS: Sure.

9 CHAIRMAN HEPP: All right. So -- okay.
10 So you were aware of the amended proof of claim in
11 March. That's what this March --

12 MR. MEADOWS: I say "last Friday," so
13 March 17th I believe was --

14 CHAIRMAN HEPP: Okay.

15 MR. MEADOWS: Yeah, it says last Friday.

16 CHAIRMAN HEPP: Because I have April in
17 mine, so your letter -- so, March.

18 MR. MEADOWS: I'm saying discovered last
19 Friday and this was dated the 25th, so I assume it
20 was the 18th of March. And it was a footnote in the
21 initial motion that American Airlines filed prior to
22 their bankruptcy hearing.

23 CHAIRMAN HEPP: That's Tab 28?

24 MR. MEADOWS: Yes. Okay?

25 CHAIRMAN HEPP: You with us, Kate?

1 MS. FLETCHER: I am.

2 CHAIRMAN HEPP: Yes, sir.

3 MR. MEADOWS: So I'm not going to
4 regurgitate a lot because you guys took the time to
5 read it. But bottom line, just in sum, it's
6 regarding the unauthorized exclusion of Grievance
7 12-011 from APA's amended proof of claim. I
8 expressed my outrage and disbelief to Captain
9 Wilson, and I wanted an explanation because I think
10 I asserted that there could be no reason other than
11 gross administrative oversight or, worse, maybe
12 retaliation. And I was hoping that wasn't the case.

13 And I basically asked him to -- by the
14 close of business on March 27th to give me an
15 answer. I was asking them to review it and amend
16 their proof of claim.

17 I never heard anything back. At the same
18 time, the BOD just passed a resolution on a
19 modified -- a new pilot seniority reinstatement for
20 pilots on MDD for more than five years. And they
21 have -- they have this procedure where -- which I
22 totally disagree with, but they basically come and
23 put your picture over there on the wall and they
24 decide if they're going to vote to let you come back
25 on the seniority list and they can throw beer cans

1 at you like at a fraternity. That's kind of what
2 it's like. So I thought it was offensive because
3 there's nothing in the C&B. The APA has no right to
4 do that. But if you want to come back, there's a
5 resolution standing, I think it's 2014, '15 or
6 something like that, where the process is you notify
7 the president you want to come back to be reinstated
8 for five years. He sends it to the board. The
9 board votes. If they reject you, he can reconsider
10 or something like that.

11 CHAIRMAN HEPP: And just to be fair,
12 having sat up there as the DC rep, you know, I've
13 never seen what you just described.

14 MR. MEADOWS: No, I'm just -- I'm kind
15 of -- yeah.

16 CHAIRMAN HEPP: So, you know, normally
17 what happened is I think it was the president came
18 in, talked about these -- how these guys got their
19 medicals back and --

20 MR. MEADOWS: Okay.

21 CHAIRMAN HEPP: -- you know, if there was
22 any objection, they were going to press forward.
23 I'm not even sure whether they asked for an
24 objection. I think it was more they were just
25 informing them that the process was going forward.

1 MR. MEADOWS: It's a formality because I
2 think most pilots would never deny a pilot's return.

3 CHAIRMAN HEPP: Exactly.

4 MR. MEADOWS: But there's a lot of animus
5 in my case. And I was just waiting for a guy like
6 Westbrook to deny my return because I'm looking to
7 hold people accountable for their actions, you know.
8 It cost me a lot of money and dragging out my -- I
9 mean, I would have been back by now if not for all
10 this monkey motion. But anyway --

11 MS. FLETCHER: When was that -- when was
12 that resolution? Do you know the number, or do we
13 have a copy of it?

14 MR. MEADOWS: It was in the -- it's in the
15 Wilson book.

16 MS. FLETCHER: In the Wilson book.

17 MR. MEADOWS: Yes. Now I think I made a
18 big mistake. I culled a lot of exhibits out of the
19 Wilson book which are all of a sudden relevant to
20 this.

21 CHAIRMAN HEPP: So -- but you said you'd
22 be back if not for --

23 MR. MEADOWS: I think if not for all this
24 action, yeah, I could have been back. I mean, it's
25 just --

1 CHAIRMAN HEPP: So you -- we're still
2 waiting on your medical, right?

3 MR. MEADOWS: Yeah, but I could have
4 applied for my medical sooner. I could have. But I
5 basically had no incentive to because I was going to
6 be threatened with not being put back on the list.
7 The company's already told me that. And that's no
8 joke. I mean, the one benefit I have had --

9 CHAIRMAN HEPP: Let's keep -- I don't want
10 to pull you away. I just had a simple question
11 whether you had your medical and you answered, so
12 let's get back in the boat.

13 MR. MEADOWS: So anyway, I just want you
14 to know. So the big thing that's going on now is
15 I'm upset and pissed off that my grievance has been
16 taken away from me and I want an answer and I want
17 to know if it's a mistake or if it was intentional.

18 At the same time the BOD had passed a
19 new -- it was already an existing policy, but they
20 passed a modified resolution of getting reinstated.
21 So I said, huh, and I looked at it and Steve Roach
22 put it out. I called him and said, hey, thanks. He
23 supported the elimination of the five-year rule and
24 all that stuff. So I filled it out. I said, okay,
25 Keith, put your money where your mouth is. I want

1 to be reinstated.

2 Do you know what they did? Oh, that was a
3 mistake. APA makes a lot of mistakes. That was a
4 mistake. That resolution's not the way it should be
5 written. They revised it. Tom Westbrook revised it
6 and they decided that you have to have your medical
7 certificate before you could apply for
8 reinstatement. That wasn't in there, because Chuck
9 Hairston said you have to have your medical.

10 I said no. I said, the resolution says
11 right here any pilot that wants to seek
12 reinstatement. I want to seek reinstatement. I
13 want to know that I can get returned. No
14 requirement for medical in this resolution. So he
15 modified the resolution as a requirement for medical
16 to end run me.

17 CHAIRMAN HEPP: Well, but I --

18 MR. MEADOWS: It's in the record. There's
19 two resolutions.

20 CHAIRMAN HEPP: I understand, and I'm not
21 going to argue the point, but how do you go back and
22 get your job back and be reinstated to the seniority
23 list as a flying pilot without your medical?

24 MR. MEADOWS: The argument was, first of
25 all --

1 CHAIRMAN HEPP: I mean, I understand, you
2 know, you have issues with Tom Westbrook and --

3 MR. MEADOWS: I don't even know the guy,
4 but him and Pam Torell are pretty tight and there's
5 been communication with these two. I'll get to it.

6 CHAIRMAN HEPP: That's fine. And, you
7 know --

8 MR. MEADOWS: Anyway, so the point is, I
9 was already on the five-year rule. It seemed like
10 after talking to Steve Roach that he agreed with all
11 this stuff and you shouldn't be coming off the list.
12 So I was like, okay, I want to know I can get
13 reinstated with or without the medical, so it wasn't
14 a requirement. They made it a requirement.

15 And that was going on, so I was a little
16 upset about that. And while I'm bitching about
17 exclusion of my grievance, I'm bitching about the
18 seniority petition and I'm writing letters to
19 Bennett Boggess and Chuck Hairston going, you know,
20 I want to -- Keith Wilson refused to process my
21 grievance. I wanted to submit it to the board for
22 like an appeal of the seniority reinstatement
23 petition. They refused.

24 And so the next thing that happened, on
25 March 31st I sent a second letter. Now I escalated

1 that. I tried to keep this within the national
2 officer level, and now I was like so upset I exposed
3 it to the entire BOD, my belief on how my grievance
4 was, you know, it wasn't an administrative
5 oversight. It seemed to be a form of retaliation.
6 I believed it was not an administrative oversight
7 and that it was retaliation. And I was going now to
8 the entire BOD saying, hey, this is a problem. You
9 guys have got huge exposure. You've taken my proof
10 of claim off, so this is where it leaves me. If I
11 want to be made whole for the balance of my career,
12 I can't go after American Airlines, I have to sue
13 the union. And I think it's crazy. Why would you
14 want to do that?

15 So I wrote that letter, and that's on Tab
16 30 -- 29. So I wrote that letter.

17 CHAIRMAN HEPP: Stand by.

18 MS. HELLER: Did you get a response to
19 this?

20 MR. MEADOWS: No, none. I really tried in
21 good faith because, I mean -- but so while this is
22 going on, I -- I did make --

23 CHAIRMAN HEPP: Go ahead. Are you good,
24 Kate?

25 MS. FLETCHER: Yeah.

1 MR. MEADOWS: I did make a mistake here.
2 Before we get too far down that path, I didn't
3 finish up with Tab 28. I'd like to just go back and
4 review the attachments on that one if we could. So
5 basically we just referenced the March 31st letter
6 which says more or less the same thing in the
7 March 25th letter.

8 CHAIRMAN HEPP: In Tab 28 we're
9 referencing the March 25 letter.

10 MR. MEADOWS: Right.

11 CHAIRMAN HEPP: And you said there was an
12 attachment you were going to refer to.

13 MR. MEADOWS: There are multiple
14 attachments, so let's go to attachment 1, please.

15 CHAIRMAN HEPP: Okay.

16 MR. MEADOWS: Okay? Okay. I do not have
17 the whole document, but like I said earlier, it's in
18 the Wilson thing, I believe. It's Docket No. 5800
19 in the bankruptcy proceeding which is the American
20 Airlines and APA settlement agreement.

21 Exhibit 1 in that settlement agreement is
22 right here, and that's a list of all the grievances
23 that are excluded from the settlement. If you look
24 down --

25 CHAIRMAN HEPP: Excluded from.

1 MR. MEADOWS: Excluded, meaning they
2 weren't wiped out. If you look down, you'll see
3 Grievance 12-011, Lawrence Meadows. That's my
4 grievance. It was saved from the bankruptcy. Okay?
5 And this has since been incorporated into Letter of
6 Agreement 1201 in the old CBA and now in the new
7 JCBA.

8 So what I was trying to establish
9 yesterday with Captain Torell when she was being
10 evasive, I was just trying to get her to acknowledge
11 that, A, Captain Shankland committed to protect
12 these grievances and preserve them. They did in
13 fact preserve them. It was in fact excluded from
14 settlement. As a matter of record, that grievance
15 was on a proof of claim and excluded from settlement
16 and preserved. That's all I was trying to get to
17 yesterday so I can go forward. So APA knows they
18 preserved it. The problem is, after they preserved
19 it, they tried to take it away, so --

20 MS. HELLER: What is the date of this?

21 MR. MEADOWS: That document was dated -- I
22 can get the exact date. Let me get the record.

23 MS. FLETCHER: We have the whole thing
24 somewhere.

25 MR. MEADOWS: You do in the Wilson book.

1 MS. FLETCHER: No, in this book. I looked
2 at -- we were looking at it yesterday. Where is the
3 document that you were asking Pam Torell is this
4 your signature?

5 MR. MEADOWS: Oh, it's in there. It's
6 part of that.

7 MS. FLETCHER: Yes. Which one is that?

8 MR. MEADOWS: Okay. Let's go back to
9 Tab 28. This is APA's amended proof.

10 CHAIRMAN HEPP: We are at Tab 28.

11 MR. MEADOWS: 26, 26.

12 CHAIRMAN HEPP: Tab 26.

13 MR. MEADOWS: Thank you. That's why I
14 didn't include it. And if you go back a handful of
15 pages to Exhibit A.

16 MS. FLETCHER: Yeah, it's there. That's
17 the letter.

18 MR. MEADOWS: That's the settlement
19 consideration dated November 16, 2012. It was
20 actually signed in December --

21 CHAIRMAN HEPP: So Exhibit 1 is
22 November 16, 20 --

23 MR. MEADOWS: -- 12.

24 MS. FLETCHER: Exhibit A.

25 CHAIRMAN HEPP: I'm just trying to -- this

1 piece of paper right here.

2 MS. FLETCHER: Are you on 26 or 28?

3 CHAIRMAN HEPP: 28.

4 MS. FLETCHER: Yeah, under 26.

5 MR. MEADOWS: It's one page out of this
6 document. If you go to Exhibit A in Tab 26. Chuck,
7 it's about a quarter inch of pages. You see this?
8 A quarter inch of pages in. This is actually in
9 Exhibit B, but there's a settlement agreement. The
10 settlement agreement references Exhibit 1.

11 CHAIRMAN HEPP: Hold on. Hang on. So
12 that's -- okay. So here's your grievance,
13 Exhibit 1, reference this letter of --

14 MS. FLETCHER: No, past that.

15 CHAIRMAN HEPP: Past that.

16 MS. FLETCHER: Keep going. Yes, that one.

17 CHAIRMAN HEPP: November 16, 2012.

18 MR. MEADOWS: Right.

19 CHAIRMAN HEPP: Okay.

20 MR. MEADOWS: And if you --

21 CHAIRMAN HEPP: So now back to Tab 29,
22 attachment -- or Tab 28. So that's referencing -- I
23 already forgot the date. What was it? November 16,
24 2012. Okay.

25 MR. MEADOWS: Okay. But I think while

1 we're in Tab 26, we might as well look through it.
2 There's a couple of things in there that are
3 relevant. If you keep going forward to Exhibit B in
4 Tab 26.

5 CHAIRMAN HEPP: So these are just the list
6 of the individual grievances and summary?

7 MR. MEADOWS: Yeah. I wanted to ask
8 Captain Torell, but I think there's -- if you scroll
9 through these pages, it's in a spreadsheet format,
10 there's 18 grievances that are part of the amended
11 proof of claim out of the original 36 or -7 that
12 were on Exhibit 1.

13 So the amended proof of claim basically
14 dropped off, I think, 19 grievances. Mine was one
15 of the ones dropped off. And to my knowledge, none
16 of the pilots that were affected -- I spoke to a few
17 of them -- ever received notice. If you keep going
18 back, then you'll see Exhibit 1 in the back. And I
19 think --

20 CHAIRMAN HEPP: I don't see your -- I
21 don't see your --

22 MS. HELLER: He was dropped.

23 CHAIRMAN HEPP: Oh, I see. So these are
24 the ones that went forward.

25 MS. HELLER: So what you're saying, Larry,

1 just to clarify, is that first document we looked
2 at, Exhibit 1, that has your grievance included as a
3 list of grievances that were excluded from the
4 settlement and should be preserved. The second
5 document, Exhibit B, drops half of them.

6 MR. MEADOWS: Yeah. So, in other words,
7 the amended proof of claim doesn't say screw you,
8 Lawrence Meadows, your grievance is off of here.
9 You have to actually go look. But what becomes
10 clear is Exhibit 1 shows the 37 preserved
11 grievances, and Exhibit B shows the 18 that survived
12 the cut on the amended one. And I've spoken to like
13 I think three of those pilots besides myself. No
14 one's received notice about the elimination of their
15 grievance from the proof of claim.

16 MS. HELLER: So from November 2012 to
17 March 2013 when the amended proof of claim was
18 filed?

19 MR. MEADOWS: Yes.

20 MS. HELLER: Is that correct?

21 MR. MEADOWS: Yeah.

22 MS. HELLER: That's when those 19 or so
23 grievances fell off.

24 MR. MEADOWS: Correct. Yeah.

25 MS. FLETCHER: So these listings in the

1 spreadsheet format, these are grievances that
2 survived?

3 MR. MEADOWS: Survived, yeah. They're the
4 ones that survived.

5 CHAIRMAN HEPP: Exhibit B, right.

6 MS. FLETCHER: It looks like there are a
7 couple here, the Oborski and Cummings -- and there
8 may be others, these are just the ones I'm seeing --
9 McDaniels and Moore are related to the company's
10 failure to reinstate pilots to the pilot system
11 seniority list, not providing notice of termination
12 or terminating pilots who have been on inactive
13 status, unpaid sick or disability for more than five
14 years.

15 CHAIRMAN HEPP: Certainly Kathy Emery's
16 grievance is still here.

17 MR. MEADOWS: Yeah. Well, it's a little
18 different. Hers is under Section 11. She's a
19 little bit different type of grievance. It's
20 similar. But the point F.O. Fletcher makes is
21 pretty astute. So, she is right. I mentioned
22 earlier that prior to me filing Grievance 12-011,
23 LaGuardia base filed Grievance 11-054 which is a
24 Section 11.D type grievance. That has since been
25 resolved in favor of this guy Rod Charlson, but they

1 got them to convert it to an individual grievance
2 and they settled it without precedent, because the
3 company does not want to create a binding precedent
4 that MDD pilots can come back.

5 MS. FLETCHER: Where is Rodney Charlson
6 now?

7 MR. MEADOWS: He's 11-054.

8 MS. FLETCHER: Where is he now?

9 MR. MEADOWS: He's back on the line. He
10 got back two years ago. He was out nine years. His
11 case was unusual in the fact that -- you know, for
12 me, the company hates it, but by virtue of being on
13 a disability plan, I have all these arguments that
14 I'm still an active employee in pay and things like
15 that. He was taken off disability after four years,
16 never appealed it, thought he was going to get his
17 medical and get back.

18 He didn't get his medical until like the
19 five- or six-year point and they wouldn't bring him
20 back. So he was out nine years on unpaid sick
21 leave, basically out in space not connected to the
22 company in any way, and he got reinstated. But they
23 made it a nonbinding precedent because they didn't
24 want it to benefit me. And he's not allowed to talk
25 to Lawrence Meadows in the settlement agreement.

1 CHAIRMAN HEPP: Yeah, but that's not
2 unusual.

3 MR. MEADOWS: No, I'm just saying, but --

4 CHAIRMAN HEPP: No, a lot of times when
5 they settle grievance --

6 MR. MEADOWS: But in this window --

7 CHAIRMAN HEPP: -- they include a
8 nondisclosure.

9 MR. MEADOWS: -- August of 2011, they
10 filed a Rod Charlson Section 11.D grievance. In
11 February 2012 I filed a Lawrence Meadows 12-011
12 Section 11.D grievance. Three months after that
13 you'll see there's a Grievance 12-012, a DFW
14 domicile grievance filed by Rusty McDaniels for
15 basically I think removing pilots from the seniority
16 list without notice and refusing to reinstate them.
17 At that point in time they weren't reinstating
18 pilots during the bankruptcy. That grievance is
19 still sitting there.

20 So APA's refused to arbitrate any of these
21 grievances that involve the reinstatement of MDD
22 pilots. Now, American Airlines in the bankruptcy
23 court, one thing that was really odd, in their
24 opening motion I tried to lift the stay in 2012 and
25 they said that, hey, Meadows is a party to the

1 collective bargaining agreement with American
2 Airlines, he -- he can't sue us. Because I was
3 trying to get the stay lifted to get a judicial
4 termination of employment and they said his claims
5 will be resolved with the DFW base grievance which
6 affects Meadows and other similarly situated pilots.

7 So while Rusty McDaniels is testifying it
8 doesn't apply to me, Mark Myers has testified it
9 applies to all pilots system wide. But American
10 Airlines in their pleadings has said that Grievance
11 12-012 applies to me if it gets resolved. So that
12 grievance has never moved forward either. It's
13 sitting there dormant. But it hasn't been wiped off
14 the proof of claim.

15 MS. FLETCHER: It has.

16 MR. MEADOWS: Has not.

17 MS. FLETCHER: It has not.

18 MR. MEADOWS: Has not.

19 MS. FLETCHER: Where's Andrea Twitchell
20 now? Do you know?

21 MR. MEADOWS: Andrea Twitchell was told
22 that -- yeah, I know exactly. She's got a lawsuit
23 going on now. She's a little upset. She had her
24 medical. She was in a situation like me and Kathy
25 Emery. She got her medical, and Bennett told her

1 you're never coming back, they don't want you back
2 and we're not preserving your grievance.

3 So he told her they're not preserving
4 Grievance 12-012, but they did. And she's one of
5 the pilots who's screwed. She was duped into
6 resigning. She got zero recourse. She's resigned
7 from the seniority list and took a nominal
8 settlement of like \$700,000 from the company. And
9 her financial adviser lost it all in the market.
10 Her financial adviser lost all her settlement in the
11 market.

12 CHAIRMAN HEPP: Yeah, we don't --

13 MR. MEADOWS: I know, but I'm just making
14 a point. That grievance would -- it did get
15 preserved. She would have had her job back. She
16 actually held a medical before it was preserved, and
17 Bennett advised her otherwise. And that grievance
18 would certainly benefit her, but it would benefit me
19 and Kathy Emery as well. It would benefit everybody
20 in MDD. And they refuse to move it forward.

21 And last -- we'll get to it later, but
22 like in the time frame of last spring and summer,
23 there was a rash, I mean a rash of hundred-page-plus
24 declarations from Keith Wilson, Rusty McDaniels and
25 Mark Myers all subjectively reinterpreting the terms

1 of Section 11 and how pilots like us are permanently
2 terminated and can't return. And it's all in the
3 court record. And they've obliterated -- all the
4 rights they tried to preserve in the Grievance
5 12-012 they've obliterated in federal court.
6 They've contradicted everything that the grievance
7 stood for, and it's offensive.

8 And actually in Emery's case, this is how
9 bad it was. In order to really screw it to her,
10 they called two senior executives from the company,
11 Scott Hansen and Jim Anderson from the flight
12 department, to testify against her. When she called
13 them for depositions herself, they canceled the
14 deposition testimony and got declarations from them.
15 She ended up deposing them. It took her six months
16 and a lot of motion practice.

17 But Jim Anderson and Scott Hansen's
18 testimony contradicts the testimony of the people at
19 APA. It basically says that we're not terminated,
20 we have a right to come back, and so on. So it's --
21 it's pretty bad.

22 MS. FLETCHER: Is that in her Palm Beach
23 case?

24 MR. MEADOWS: Yes. It's all -- I can
25 get -- those documents actually are in -- they were

1 in the Wilson arbitration. They were all in there.
2 But, I mean, I thought it was really offensive that
3 the union fighting the -- just like they went and
4 attacked me in federal court, Steve Hoffman was so
5 aggressive in her case they went as far as to get
6 detrimental testimony from the company to sabotage
7 her claims. But in so doing, they've undermined the
8 collectively bargained rights of all pilots on MDD
9 status. And it's just crazy. They want to -- they
10 want to cut out the 238 MDD pilots like cancer and
11 get rid of them forever because they're just a legal
12 liability to the association.

13 CHAIRMAN HEPP: Well, we brought some of
14 those back. You made the comment yesterday I think
15 that four or five have since come back --

16 MR. MEADOWS: Yeah, a lot --

17 CHAIRMAN HEPP: -- in your opening
18 statement.

19 MR. MEADOWS: A lot are coming back, but
20 no one that's sued the company is coming back. It's
21 been told by Chuck Hairston and the company both,
22 Chuck Hairston said they're never bringing you back,
23 get your medical or not, because like they don't
24 like you, you sued them. And Scott Hansen said that
25 as a result of my litigation and Kathy Emery's

1 stuff, it's cost the company over 5 and a half
2 million dollars in legal fees.

3 As a result of all these things, the
4 medical department has been totally dismantled.
5 They've subbed out that to Harvey Watt, thank God.
6 Unfortunately, we have people like Marsha Reekie
7 coming over here. She's good at what she does, but
8 she was complicit in the cost savings scheme.

9 Pension benefits committee was completely
10 disbanded as a result of all this stuff. The
11 Western Medical Evaluators, they're in prison for
12 felony medical claim fraud. And if that's not bad
13 enough, Harvey Watt, everyone's sitting there fat,
14 dumb and happy thinking that we've got an
15 independent reviewer. Guess who ends up working for
16 Harvey Watt. Dr. Bettes.

17 Once I dropped some certified letters and
18 Kathy Emery and Wally Preitz, they fired him because
19 they had no idea of the depth and depravity of
20 American Airlines' disability benefits. And the
21 manager at Harvey Watt told me if we had known this,
22 we would never have taken American Airlines'
23 disability claims over.

24 So what happened is not relevant to this,
25 but just so you know, last year in April 2015 I was

1 in negotiated settlement talks with the company and
2 they were going to be a million dollars -- this was
3 the first one -- to waive my right to return. And
4 what I found out was Marjorie Powell, senior
5 attorney who I had been dealing with, she committed
6 massive fraud in the Ostrom case. In Ostrom's case,
7 Ostrom gave up millions of dollars in claims for a
8 nominal settlement but to have the right to return
9 within two weeks of getting his medical and starting
10 training. He got his medical, and the company
11 wouldn't put him back in two weeks.

12 And Marjorie Powell and Dr. Tone sent
13 certified letters to the federal air surgeon seeking
14 to revoke Ostrom's special issuance medical after he
15 had just gotten it. And so this has gone on with
16 like 23 some pilots where the company, through the
17 medical department, would try to question or
18 undermine or submit additional evidence to
19 invalidate pending applications, and they've
20 actually revoked three that were already approved.
21 Brian's was one of the ones they weren't successful
22 on.

23 I engaged in a lot of letter writing
24 campaign to the federal air surgeon on Brian's
25 behalf. And I saw this like a week after my

1 mediation with Ms. Powell, and I was livid. It was
2 like absolute fraudulent. They never had an intent
3 of bringing him back to work. They were not
4 bringing him back. It took two and a half months.
5 And APA wouldn't do a single thing for him. It was
6 all him and I. It took hours of writing. And it
7 had a negative impact on Brian's health. I mean, it
8 was really -- he thought he was like done, and he --

9 CHAIRMAN HEPP: We've read his letter. We
10 put it in the Wilson --

11 MR. MEADOWS: Yeah, I know Brian.

12 CHAIRMAN HEPP: We saw his letter. It's a
13 wonderful letter. We put it in the Wilson-Meadows,
14 in our decision, because we felt like other people
15 should read exactly what he had gone through.

16 MR. MEADOWS: Right. So the point I'm
17 trying to make out of all that was that Brian
18 Ostrom, I was like holy shit, this woman is so evil.
19 And I was like, I had all these reservations, like I
20 was told by a former executive of the company do not
21 take that settlement, they're going to terminate
22 your disability benefits to make you take the
23 settlement. You think you're going to get the money
24 and keep your disability?

25 And I didn't believe it. But after I saw

1 what they did with Brian, I got really scared and I
2 refused to do the settlement. She got -- it was a
3 three-hour conference call of her and outside
4 counsel of American. She got livid. I said,
5 listen, I see what you did in the Ostrom case. You
6 fraudulently induced him. You're fraudulently
7 inducing me here. I'm not doing the deal. I
8 basically accused her of corporate fraud. A week
9 later my disability benefits stopped again even
10 though they were run by Harvey Watt.

11 That's when we found out Dr. Bettles was
12 there and I wrote all these certified letters and
13 they started my benefits back up in two weeks. As a
14 result of that sudden disruption of my benefits, I
15 filed a second AIR21 and whistle -- Sarbanes-Oxley
16 whistleblower complaint because they're retaliating
17 against my benefits.

18 So thank God I didn't take the settlement
19 because I think it's pretty clear that -- I don't
20 know if the sudden suspension of my LTD benefits was
21 a sudden knee-jerk reaction from Ms. Powell or if it
22 was already decided, because the settlement was all
23 but a done deal. I was taking the money. And I
24 kind of think that they -- it was predetermined they
25 were just going to stop my disability, and I had no

1 rights after the settlement. So --

2 MS. HELLER: The terms of your settlement
3 agreement didn't address your disability benefits?

4 MR. MEADOWS: It said I would continue to
5 receive the benefits in accordance with the terms of
6 the plan and Harvey Watt. And I tried to get a
7 guarantee so that I'll keep getting my benefits no
8 matter what, you know, but they would never do that.
9 And that was one of the contentions.

10 When I found out Dr. Bettles was over
11 there, I'm like, you've got to be kidding me.
12 Right? So he's gone now. He's fired from there and
13 he got hired somewhere else. I guess he got fired
14 from there too because another pilot found out and
15 ran him out of there. But this is what we've been
16 subjected to.

17 But going back to -- we were on Tab 29,
18 which is the letter to the BOD about --

19 CHAIRMAN HEPP: Okay. Can you just hold
20 one second there?

21 MR. MEADOWS: Sure.

22 (Off record from 12:10 to 12:11)

23 CHAIRMAN HEPP: Sorry about that, Larry.

24 MR. MEADOWS: Okay. Let's go to Tab 30.
25 And this is a letter dated April 1st, 2014.

1 CHAIRMAN HEPP: Hang on one sec. Okay.

2 MR. MEADOWS: So at this point all I knew
3 is that there was a footnote in American Airlines'
4 motion that my grievance was excluded from the proof
5 of claim, but I couldn't get a copy of the proof of
6 claim. It's not on the AMR case info website in the
7 bankruptcy court, only the cover sheet. And I kept
8 asking. Finally Chuck Hairston sent it to me, which
9 is the Exhibit 26 we were looking at earlier. And
10 that's when I first learned that Captain Torell had
11 signed it.

12 So now I -- I've written Captain Wilson,
13 I've written to BOD, now I'm writing her directly
14 and saying I find out you're the one personally
15 responsible for this. And again, I'm asking -- I'm
16 basically saying I want to work with her to
17 immediately re-amend the proof of claim and ensure
18 my grievance is preserved.

19 It says, "Therefore, I want to work with
20 you to immediately re-amend that proof of claim and
21 ensure that my grievance number 12-011 is preserved
22 just as it was previously. Otherwise, I will suffer
23 a manifest injustice and be severely prejudiced as a
24 result of the APA's unilateral action, in direct
25 conflict with my prior and explicit request to

1 otherwise preserve it. In closing, I respectfully
2 ask for a telephonic meeting with you in this matter
3 as soon as possible. I'm available anytime to speak
4 to you." No response, ever. Okay?

5 So while this is going on, it's really
6 heated over this BOD thing. You have the seniority
7 petition which is really heated. On March 27th --
8 I kept my head down, kept my mouth shut. I had
9 enough, and I posted all this stuff on C&R, which is
10 in the Wilson book, on March 27th.

11 Needless to say, it was professional, but
12 it just called it like it was and it put APA in
13 really bad light and Keith Wilson in a bad light and
14 Westbrook in a bad light, all the Western Medical
15 debacle. And it became one of the most active
16 threads in C&R. It got really hot, had like 5,000
17 page views in two days.

18 What I know now is the very next day Carl
19 Jackson wrote a BOD e-mail to the entire BOD. It's
20 in the Wilson record. And apparently he's a
21 pretty -- he won't talk to me. He's a pro
22 disability advocate in my understanding. He was
23 very concerned about it, and he said he wanted a
24 legal brief. He asked Keith Wilson for a legal
25 brief in this. Keith Wilson is like, I'm busy now

1 working on issues for dues paying members, but I'll
2 get around to this.

3 CHAIRMAN HEPP: A legal brief in regard
4 to?

5 MR. MEADOWS: To what I'm saying on C&R.
6 I guess he was taken aback and saying if this is
7 true, is there exposure. You've got all these guys
8 like Ivan Rivera, all the other base reps going holy
9 shit, you better send us a bunch of those union rep
10 insurance policy forms because they see the lawsuits
11 coming.

12 And that's kind of what was going on
13 behind the scenes. Now, Keith Wilson initially
14 denied he never saw the C&R post. This letter
15 that -- this BOD e-mail that Jackson sent asking
16 Wilson to review had my C&R post inline text in the
17 body of the e-mail, but Wilson says he just stopped
18 reading it at that point and he deferred it to
19 legal. But he denied getting legal advice for the
20 lockout.

21 And what we've since learned in a
22 privilege log, I think it was in one of Emery's
23 litigations, months later we got a privilege log
24 which is in here somewhere. The privilege log shows
25 that on March 28th both Pam Torell and Keith Wilson

1 contacted general counsel requesting a legal brief
2 on the C&R post.

3 CHAIRMAN HEPP: Didn't we have that?

4 MR. MEADOWS: Yeah, I think you're aware
5 of that. So the point is, they were aware and they
6 were getting legal advice and then mulling this
7 over. Meanwhile, this proof of claim issue is
8 brewing. Seniority petition's getting hot. And at
9 this point I'm screwed to the ceiling. And you know
10 how I can get, so I write to Bennett Boggess. I
11 said, Chuck, I said, you tell Bennett that I need
12 the seniority petition, a commitment to process the
13 seniority petition. If you don't process it, I'm
14 going to inform every other similarly situated
15 disabled pilot to file an EEOC charge against you
16 and APA on April 22nd, 2014.

17 While all these things are going on, the
18 C&R post is hot. It's under legal review. I got
19 all these demands on Wilson, the BOD, and Pam Torell
20 about amending my proof of claim. I had demands on
21 Wilson and Bennett Boggess about processing my
22 seniority petition reinstatement. Nothing's
23 happening.

24 So I'm like, look. Bennett wouldn't talk
25 to me anymore. I told Chuck Hairston, I said -- I

1 put it in writing. I said, advise Bennett that I
2 want an answer today if you're going to -- because
3 the board meeting was going on. I said, I want my
4 thing voted on. And I said, if he doesn't do it, I
5 threatened to file an EEOC charge and advise every
6 other MDD pilot to do the same against him and the
7 APA.

8 CHAIRMAN HEPP: I got you.

9 MR. MEADOWS: Within an hour we were
10 locked out of the C&R. Okay? Now, there's cause
11 and effect. It's hard to prove. And through all
12 this stuff it's been really difficult to prove
13 because they've been so damn evasive in their
14 testimony. But that's what happened.

15 Okay. So at that point I pretty much
16 become public enemy number one along with Kathy
17 Emery in the eyes of the APA. You know, and this is
18 in April of 2014. Now, during that special BOD
19 meeting when they locked us out, that's where things
20 we were talking about yesterday. The story that's
21 been told by Steve Roach and Copeland was that
22 Bennett Boggess and Keith Wilson came to the BOD
23 room and said we locked all these guys out of C&R
24 and this is why we did it. That's the real story.

25 CHAIRMAN HEPP: You know we've heard --

1 you know we've heard. I mean, that was part of --

2 MR. MEADOWS: Yeah.

3 CHAIRMAN HEPP: Yeah.

4 MR. MEADOWS: But the narrative they
5 created was they just happened to be in a BOD
6 meeting and they don't know who, but somebody said
7 why the hell are these guys on C&R, they're not even
8 members. Never took a motion to vote. They're in
9 closed, so there's no record of anything. They
10 can't recall who it was. But suddenly Rusty
11 McDaniels is directed by the BOD to write a letter
12 saying that MDD pilots are not members, not entitled
13 to any rights or privileges, revoke their C&R
14 access.

15 Now, Pam Torell has signed the board
16 minutes showing that she was present at the meeting,
17 but she really wasn't present at the meeting. So
18 the minutes are inaccurate signed by her.

19 CHAIRMAN HEPP: Well, I think there was a
20 note saying she was conducting the vote.

21 MR. MEADOWS: Yeah, she was conducting the
22 vote, but it says she was present for the roll call.
23 And this is at 1:00, and this all occurred like
24 shortly after 1:00. They called this meeting, the
25 special BOD meeting closed at 1:00 for purposes of

1 the C&R lockout. They say it was for something
2 else, but it was precipitated by my letter to
3 Bennett.

4 All right. So we -- what happened? We
5 were at that meeting. We were locked out. Okay.
6 They have the closed session. It's really unclear
7 what really happened in that thing. Although thanks
8 to the credible testimony of Rusty McDaniels, the
9 judge ruled in Emery's favor, but he thought Rusty
10 was credible. Didn't think Keith Wilson was so
11 credible. He was a little evasive.

12 So anyway, I'm getting myself off topic
13 here.

14 CHAIRMAN HEPP: Yes, you have. Come on
15 now, reel it in.

16 MR. MEADOWS: Rein me in. Where am I at?
17 We're in the lockout.

18 CHAIRMAN HEPP: We were on 30.

19 MR. MEADOWS: Okay.

20 CHAIRMAN HEPP: Talking about Pam's proof
21 of claim.

22 MR. MEADOWS: Right, right, right. So --

23 CHAIRMAN HEPP: And now you went and
24 started talking about how retaliatory --

25 MR. MEADOWS: Right, right, right, right.

1 I got it. So bottom line is what I was presenting
2 yesterday was showing that she said she was there
3 for the roll call, which this thing started at 1:00.
4 It lasted like 12 minutes or 20 minutes. It was
5 short. So I don't know if she ran in the door and
6 out the door, whatever, so be it. But the point is,
7 on her board minutes general counsel was present at
8 the meeting. They couched the Rusty McDaniels
9 e-mail as a BOD directive to Keith Wilson to enforce
10 the AUP which said we're non-members not entitled to
11 any rights or privileges. This is April of 2014.

12 Now fast forward --

13 CHAIRMAN HEPP: And that was Rusty's in
14 here? Is that a tab in here?

15 MR. MEADOWS: No, but I can get you all
16 that stuff if you want it.

17 CHAIRMAN HEPP: I've got it.

18 MS. HELLER: It's in this.

19 MR. MEADOWS: The most comprehensive book,
20 more than what you had for Keith Wilson, is what
21 went to the arbitrator in Keith Wilson. That has
22 the rest of McDaniels' declaration. It has
23 everything that's in there plus the declaration.

24 CHAIRMAN HEPP: That's fine. I'm familiar
25 with Rusty. I've seen it over and over again.

1 MR. MEADOWS: But that was her story. You
2 can't dispute it because --

3 CHAIRMAN HEPP: I'm just trying to keep
4 you in the book. That's all I'm trying to do so we
5 can follow some sort of logical path.

6 MR. MEADOWS: Now, what I did go through
7 was I went through the original testimony in the
8 very first case, and Thomas Copeland acknowledged
9 what I just told you, that Steve Boyd came in there.
10 And Steve Boyd -- that Keith and Bennett came in and
11 said this. Yet the narrative was the opposite. It
12 was like another story. But it's hard to prove
13 because there's no written record.

14 But the point is that general counsel was
15 there. An official statement was made that we were
16 non-members. We were locked out -- our rights to
17 C&R were stripped away on the basis of us not being
18 members.

19 Now, going forward, the Utah litigation is
20 moving forward for purposes of compelling
21 arbitration of my grievance. They tried to move to
22 dismiss it. I amend my complaint at that point.
23 Now I add in the LMRDA claim for the C&R lockout in
24 violation of our union member bill of rights.

25 So in July of 2014, three months later

1 when Steve Hoffman's responding, my lawsuit was very
2 clear and it said I'm a member in good standing, I
3 was hired in, this and that, became a member here.
4 However, on or around June of 2013 general counsel
5 and staff attorneys have said I'm no longer a member
6 and I'm not entitled to any representation and not
7 owed a duty. So I made it clear that, yes, I was a
8 member but my membership was repudiated.

9 But Steve Hoffman went to the federal
10 judge, and in his motion said, he's a member, he's a
11 member of APA; and because he's a member, he's bound
12 by the Constitution and Bylaws. And he objected as
13 one of the clauses that I cede my right for them to
14 resolve the grievance at their sole discretion. One
15 of the prior objectives is -- one of your
16 obligations to the member is that you cede your
17 rights to have your grievances resolved in the sole
18 discretion of the APA. And I contend that that
19 contradicts -- it's total tension with the Railway
20 Labor Act requirement of a mandatory statutory
21 arbitration. So --

22 CHAIRMAN HEPP: But you were claiming in
23 Utah that you were a member.

24 MR. MEADOWS: No, I said I was a member in
25 good standing. I was hired. I became a member in

1 good standing this date. I believed I was a member
2 in good standing, but on or around June of 2013,
3 APA's general counsel and staff attorneys began to
4 assert that I'm not a member, I'm not owed a duty
5 and not entitled to representation. So they
6 repudiated my membership.

7 So I'm just trying to say, yeah, I didn't
8 take any affirmative -- I didn't resign, I didn't
9 get expelled, but they treated me as a non-member.
10 And clearly they took away my C&R rights because I
11 was a non-member. But in federal court Steve
12 Hoffman's leading the judge to believe two errors.
13 Number one, Steve Hoffman knows based on the
14 Valverde decision that the C&B cannot preclude the
15 Railway Labor Act requirement for mandatory
16 arbitration, number one.

17 But number two, he -- the big thing was he
18 implied to the judge that I'm a member, so basically
19 I'm getting none of the rights and privileges of
20 membership, yet I'm getting screwed by being a
21 member because I'm giving APA my right to resolve my
22 grievance. And you can argue all day long what
23 resolve means, but I don't think it means wiping me
24 off the proof of claim without notice and throwing
25 it in the garbage can. I think resolve means try to

1 resolve it. But that's what happened with the
2 grievance.

3 MS. HELLER: What's the status -- I know
4 you have a dispute that -- with the C&B that in
5 terms of the right to resolve your grievance, you're
6 arguing that it's -- the Railway Labor Act is
7 superior.

8 MR. MEADOWS: Right.

9 MS. HELLER: And what is the status of
10 that? Is that pending in your litigation?

11 MR. MEADOWS: Yeah, in the Utah case. So
12 the judge, he decided my amended complaint in the
13 fall of 2014. He dismissed -- well, going
14 backwards, Steve Hoffman also argued that I can't
15 bring my own LMRDA charges, I have to exhaust my
16 internal union remedies.

17 At that point in time I didn't know what
18 the hell they were. I spoke to Dan Carey at the
19 time. He says, oh, yeah, you can do an Article VII.
20 So I was like, okay. And I tried to get
21 clarification from the judge. I filed a motion to
22 reconsider. Because under the LMRDA if it's more
23 than four months, you can go straight to the lawsuit
24 anyway. You don't have to go to the internal
25 remedies. And we'd been well over four months at

1 that point. But he dismissed the LMRDA claims
2 without prejudice until I exhaust these remedies.
3 That's why we're here. I'm not here maliciously to
4 harass Keith or Pam, but that's the way it's been
5 portrayed sometimes. But I was forced into these
6 proceedings. And then he denied my right to
7 arbitration.

8 And there's -- this is crazy. As an
9 attorney you'll understand this. In the state of
10 Utah, he did not enforce the doctrine of judicial
11 estoppel. So even though APA had represented that
12 they supported the mandatory right to arbitration in
13 the Whitaker case and that they lost it in the Texas
14 case, this Utah judge said, I don't care, it doesn't
15 apply to me in this circuit, I don't have to follow
16 that law.

17 So I appealed it. Actually I filed a
18 Rule 59 and then I appealed it. And it was pretty
19 controversial. But in the midst of these
20 proceedings when I got these documents, it was clear
21 to me that general counsel had standing knowledge
22 that I was a non-member in the special BOD meeting
23 but represented the opposite to the court. So I
24 brought it to the court's attention. And then Steve
25 Hoffman drug Captain Hepp into it to get a

1 declaration to say that -- because I think the
2 language I just -- these are official documents
3 given to me by APA legal at the last proceeding, but
4 they tried to say that they're not official
5 documents, I couldn't use them. So that -- so that
6 could undermine that.

7 So the appeal went forward, and Judge Lane
8 issued another ruling. So my claims are -- so the
9 appeal was to arbitrate Grievance 12-011 and 13-064,
10 my second grievance. Because Judge Lane disallowed
11 Grievance 13-064, I elected to stay the appeal,
12 because once I appealed it, I would never be able to
13 come back on the 13-064 issue. So it's been stayed
14 pending resolution, final appeal of Judge Lane's
15 issue which is on appeal.

16 So we did that. And then things have
17 spiraled out of control with Steve Hoffman in the
18 past year, and through these proceedings and Emery
19 it's gotten very hostile. With Emery and myself
20 it's gotten very hostile. And give me a second.

21 It has spiraled out of control. And I got
22 some other evidence, and one of the things -- you
23 know, there's the issue, this thing with Judge Lane,
24 there's the issue with the Utah judge with Steve
25 Hoffman. But also he's wrote a certified letter to

1 me and copied the board saying he had no knowledge
2 of any consultations with Keith Wilson and Pam
3 Torell regarding the C&R lockout. Well, that was a
4 lie. So he lied to the appeal board, and that's
5 proven by the privilege log that shows that Keith
6 Wilson and Pam Torell went running to him on
7 March 28th, 2014.

8 So at that point I had had enough of Steve
9 Wilson's (sic) shit, and I filed a Rule 11 against
10 him, which I don't take lightly. Attorneys never
11 file. It's like a once-in-a-career event. I filed
12 a Rule 11 against him seeking sanctions for his
13 misrepresentations of material fact of law. And not
14 only was the misstatements about my membership
15 relevant, but also he's misrepresenting the fact
16 that the C&B supersedes the Railway Labor Act, and
17 it doesn't. And there's another case he miscited.

18 So I had him on a couple things. I filed
19 a Rule 11. It was pending. I also filed a Rule 60
20 for fraud upon the court. And these are big deals
21 because if it's approved, it goes against the
22 counsel and the client, so APA is also liable.
23 That's why because of these actions, APA is squarely
24 in the crosshairs. They have every incentive to
25 undermine me in these proceedings.

1 So the Rule 60 and the Rule 11 are
2 pending. The clerk refused to accept my filings.
3 They would not -- they said the judge has ordered
4 you can't file any filings. I said, you can't order
5 that, that's not what it says. She said, well, the
6 case is closed. I said, yeah, these are
7 post-judgment motions. You can file Rule 60s and
8 Rule 11s.

9 And I had to recuse the judge in Utah that
10 gave me this bad decision. So that's pending. So
11 what's going to happen next, eventually the appeal
12 will get heard on the Railway Labor Act issue. And
13 then no matter what that appeal is decided, that is
14 a Rule 60 motion which even if I lose the appeal
15 could overturn the whole thing again. The judge is
16 going to get recused. It's already like in the
17 record. And the Rule 11 is going to get heard with
18 the Rule 60. So that's still kind of hanging out
19 there for the APA. Now, I'm willing to waive all
20 that stuff just to get my seniority reinstated. And
21 that's all I've been asking for all this time.

22 That brings us -- we're in this past
23 summer on that issue. And let me think. So as
24 you're aware, we did the proceeding with Meadows
25 versus Wilson, I believe, in -- let me back up.

1 So I didn't really know what Article VII
2 was. I spoke to some people, spoke to Dan. And I
3 realized it had a one-year statute of limitations,
4 so I filed in April the charge against Keith Wilson
5 for the C&R lockout. And although it wasn't in my
6 Utah lawsuit, I hadn't made a claim for membership
7 cards because I wasn't aware of it, but now I was
8 going to make that claim. So I knew I had to
9 exhaust my remedies, so I brought the charges
10 against Pam Torell for the membership card and the
11 proof of claim.

12 And that's what got us to where we are
13 today. And moving forward, you know, it's a matter
14 of record that the appeal board has heard Meadows
15 versus Wilson I think in the July 2015 time frame,
16 decided it sometime at the end of the year, and that
17 matter has since went to arbitration with Arbitrator
18 Valverde in September who's issued his rulings which
19 we discussed yesterday.

20 And I thought it was kind of odd. His
21 ruling came out I think on -- his first decision and
22 award is dated January 10th, 2017. And it was four
23 days after the Emery federal court ruling. And the
24 Emery federal court ruling was not a class action.
25 It's specific to her. The main premise was that the

1 APA's AUP was an unlawful and unprofessional
2 infringement of free speech rights under the LMRDA
3 and that APA violated it, her rights under the
4 LMRDA. And then the judge said he's going to issue
5 an injunction. He said he can't do it for
6 everybody. It wasn't a class action, but he issued
7 an injunction to order reinstatement of Kathy Emery
8 to C&R immediately.

9 And there was discussion in the hallway
10 she overheard and it came out in the courtroom that
11 APA was planning on dismantling C&R anyway. So the
12 judge got concerned that no sooner than he put her
13 back in C&R that APA would just close down C&R the
14 following week. So he ordered that she had to be on
15 C&R and allowed to communicate with all pilots for a
16 minimum of one year. So they can't shut down C&R
17 for at least a year. But that's kind of what their
18 plan was to fix this.

19 And on the eve of that trial -- just like
20 me, she's made I think two or three written
21 certified requests for membership cards. She was
22 denied. I may get her to testify to that effect.
23 And I think the day or two before trial, she was
24 suing for her right to a membership card, they
25 suddenly gave her a membership card, unceremoniously

1 gave it to her. And then he went and argued to the
2 judge, that, see, she's not barred from meeting, she
3 has a membership card. So they knew they were going
4 to lose it, and they gave it to her.

5 And then all of a sudden I was never
6 informed. I got mine in the mail like two or three
7 weeks later. And the letter's not dated, but it
8 doesn't change the fact that from the day she took
9 office, we never had a membership card. She's
10 acknowledged that she has an obligation under
11 Section 4, Article III of the C&B to issue them.
12 She's acknowledged that she was given legal advice
13 not to issue them sometime thereafter. We've made
14 the written request. They refused to issue them.
15 They were not issued until the eve of the trial in
16 the Emery case.

17 And she's tried to make this argument,
18 which I find entirely disingenuous, that there's no
19 deadline for her to issue membership cards, which is
20 outrageous. And I asked this in the Valverde
21 arbitration of Captain McDaniels, the former
22 membership committee chairman. I said, when a pilot
23 applies for membership in the APA, does he have to
24 wait a year, two years for a membership card? He
25 goes, no, of course not. He said, we give it to him

1 right away, usually within a week or two.

2 So, I mean, obviously you need it. And in
3 Miami it's mandatory. In the whole system you got
4 to have a membership card to get into a domicile or
5 BOD meeting. So I don't know what makes her think
6 she's under no particular time constraint to issue a
7 membership card, but it's certainly not two years.

8 Now, by her own testimony she's admitted
9 that she believed we were inactive members from June
10 of 2013 when she took office. Yet whether she was
11 in that closed BOD meeting in April 23rd, 2014, when
12 they excluded us from C&R, whether she was in there
13 or not, she was copied on that directive. So she
14 knew we were considered to be non-members.

15 So my question is, as the
16 secretary-treasurer who's tasked, her primary
17 responsibilities are accounting for the membership
18 statuses and the financial records of the company
19 and conducting the minutes of the board meetings,
20 why she would just sit there ignorant and not
21 intervene and say, you know what, these guys are
22 inactive members, they're not non-members, you can't
23 do this. But she didn't. She rolled over and was
24 complicit in the whole scheme. And I just find it
25 offensive for her to say otherwise, you know.

1 But that's kind of what happened on that
2 aspect. And I'm trying to think where I need to --
3 you know, she ran on this premise of truth and
4 transparency, and she's anything but. Now, coming
5 into these proceedings, my belief was I don't know
6 Pam, I think she's just doing her job, she's getting
7 tugged in a lot of different directions by the BOD
8 and by general counsel and by in-house counsel and
9 she was just doing what she was told.

10 But she's lost sight of the fact that the
11 C&B is the supreme law of the union. There's no
12 exceptions in there not to follow the C&B,
13 especially for a national officer. Her duties are
14 very detailed and outlined. And she has an
15 affirmative obligation to issue membership cards.

16 And I don't care if Steve Hoffman told her
17 not to do it. It's irrelevant, because when the
18 chips fall, and it may not -- may not happen here,
19 but in federal court in the LMRDA, I can guarantee
20 you that she is going to be vilified for not issuing
21 those membership cards under the advice of counsel.
22 Because just like Keith Wilson, the BOD directed him
23 to institute the AUP, which is approved under the
24 C&B. So what? It's unlawful. Under federal law
25 it's unlawful. So I find a huge disconnect with

1 Arbitrator Valverde to think that because he's
2 looking at the C&B like this and saying that just
3 because he enforced the AUP -- just because Keith
4 Wilson was following a BOD directive and enforcing
5 the AUP, which was ruled in federal court to be
6 unlawful, doesn't make his action proper. It's
7 unlawful.

8 Captain Torell's action is unlawful under
9 the C&B. She had an affirmative duty and obligation
10 to issue special membership cards to inactive
11 members. By her own testimony she believed we were
12 inactive every step of the way. Never that there
13 was a gap where it was in question that we might not
14 be members. She always believed we were inactive is
15 what she said, but she admitted that under the
16 advice of counsel she didn't issue these membership
17 cards. She refused all written requests. There was
18 never any correspondence.

19 And the problem is, yes, there's
20 litigation against the association. There's a
21 litigation hold. The association has a duty to
22 preserve all these documents. But I don't think
23 what's been done -- there's like a "Do not
24 communicate" order within APA, and none of the
25 officers or staff are supposed to be speaking to me

1 or Kathy Emery or Wally Preitz.

2 My new base rep came in just a couple
3 months ago, Billy Ray Read. He went to Chuck
4 Hairston to inquire about my case, and he was told
5 point-blank you do not speak to him, you are not to
6 talk to him. He goes, what are you talking about?
7 He's my friend, I'm his domicile rep. And they said
8 you're not to speak to him.

9 So this is the advice that people are
10 getting. And I think that when we elect people in
11 positions of trust and power with fiduciary duties,
12 I mean, it's just absurd that an elected official of
13 this union is going to take the legal advice to
14 screw another member over and not do the right thing
15 and not follow their obligations under the C&B. And
16 it's in Keith Wilson's case.

17 You don't have to be a rocket scientist to
18 figure out that APA is a labor organization. I
19 don't give a shit what the C&B says. It's bound by
20 the LMRDA under federal law, and Pam Torell is
21 keenly aware of it. If she doesn't know the LMRDA
22 verbatim forwards and backwards, it's probably like
23 a ten-page statute, then she doesn't belong in her
24 job. Because she needs to know that thing because
25 she's filling out LM-2 reports every quarter and she

1 has to make fiduciary reports to the LMRDA. She's
2 bonded for \$500,000. I don't know if that's still
3 in place after the debacle of the E&O insurance, but
4 she has this duty to do these things under the
5 LMRDA. And for her to sit here yesterday and act
6 like she doesn't is disingenuous at best.

7 I just -- so, I'm sorry, but I don't
8 accept -- like I say, knowing what I know and
9 knowing what I've learned in the last year, I
10 believe she was a pawn. But seeing her behavior
11 yesterday, I was out of line. I got incensed
12 because I feel like I was getting inappropriate
13 talking objections and she was getting coached and
14 counseled every single question, which is improper
15 to any witness forum or format, but she clearly did
16 not come here to tell the truth.

17 For her to run for office again under this
18 blast here of truth and transparency is the biggest
19 farce in the world. And I think the membership has
20 to know, number one, that if they elect officials to
21 positions of trust, these officials choose not to
22 follow the C&B, choose to break the law, even though
23 they know they're breaking the law because of legal
24 counsel, what the hell are they here for? Their job
25 is to represent the individual and collective

1 interest of the membership, not the institution. I
2 don't care if the institution -- you know why the
3 institution, the problem is? The institution has
4 got millions of exposure.

5 And you can think of it this way. Let's
6 just say -- and it's not reality -- there's 240
7 pilots on MDD status. Let's say they all have ten
8 years remaining in their career and they all could
9 return but for the failures of APA. And the first
10 officers in wide body are making \$250,000 a year.
11 That's \$2.5 million for that 240. That's
12 \$600 million of exposure.

13 Now let's say me and the four other guys
14 that have or are about to get a medical, just five
15 of us, you know, I mean, it's still like -- I take
16 it back. I think I said even if five -- I know
17 there's five people for a fact that have medicals
18 that can come back. Let's just say 5 percent of 240
19 can get their medical. Let's just be realistic.
20 It's a very difficult road to hoe. Could take
21 years. In my case it took many, many years to even
22 get to where I could be -- and you got 12 pilots
23 making 250 a year for ten years. That's
24 \$30 million.

25 This association cannot survive that type

1 of thing. And if they think that this thing's going
2 to go away, these people on MDD, most of them are
3 lambs and sheep and they're uninformed,
4 disconnected, and they have no idea half the things
5 that are going on, you know. And it's mainly been
6 me and Kathy fighting this.

7 And as we've been fighting through this,
8 because I've been retaliated against in certain ways
9 like the C&R lockout, refusal to issue membership
10 cards, all these guys that know nothing about my
11 problems and my plight are suffering. So the last
12 thing I want to do is waste my time with all this
13 monkey motion internally, but I have a moral
14 obligation to fix this because I'll accept full
15 responsibility. I'm the one that precipitated the
16 C&R lockout. I pressed Bennett's and Keith's and
17 everyone's buttons and made it really uncomfortable
18 for them. Their way to deal with me was to silence
19 me. They muzzled me. They didn't want me to be
20 critical of leadership, and they didn't want all the
21 other stuff to come out.

22 And Pam Torell is very keenly aware --
23 even before what I learned yesterday, we would have
24 exposed her on C&R for her role in all this stuff
25 and she would not have gotten reelected. So she's

1 sitting in a seat and position right now she doesn't
2 deserve to hold because the membership does not
3 tolerate it. I can tell you when I got back on
4 C&R -- I don't know if you guys read it.

5 CHAIRMAN HEPP: Larry, you've gotten --
6 we're trying to focus on the second charge, and
7 you've rolled into something you've already said.
8 We've already -- we've already run through this.
9 We're rereading.

10 MR. MEADOWS: Okay.

11 CHAIRMAN HEPP: And, you know, if you want
12 to keep going, I'll let you keep going.

13 MR. MEADOWS: I'm almost done. I'm almost
14 done. I'm going to step through these things, okay,
15 so --

16 CHAIRMAN HEPP: My point is just that we
17 started on the bankruptcy charge. You were running
18 through that. You were showing us paperwork. All
19 was good. And now it's morphed into going back and
20 rehashing.

21 MR. MEADOWS: Okay. Okay. I get it.

22 CHAIRMAN HEPP: And I just kind of
23 think --

24 MR. MEADOWS: So I want to make sure. So,
25 just so you know, I tried -- it's like an octopus.

1 There's a lot of tentacles. It's multifaceted. So
2 I tried to step you through the history
3 chronologically. And a lot of it seems superfluous,
4 but it's not because it's all brought this thing to
5 a head, you know, and started the Western Medical
6 issue to date. And these Article VII things have
7 just exacerbated it to the point where I show up
8 this morning and I'm not allowed in the building
9 with an inactive membership card. That's unlawful,
10 and it's a form of retaliation. I'm not given equal
11 participation under the LMRDA, and I'm being
12 retaliated against because I'm suing the union. And
13 those are violations of the LMRDA.

14 What I told Pam Torell -- I was very
15 polite to her. I spoke to her, I don't know, three
16 weeks ago when she wrote this letter to you. She
17 took the Valverde thing which was written by Mark
18 Myers, and she was trying to blow up these hearings
19 and say --

20 CHAIRMAN HEPP: Well, now, she testified
21 that no one wrote -- that she wrote that letter
22 that's got her signature.

23 MR. MEADOWS: It's got Mark Myers' name in
24 the bottom. For information in this letter, contact
25 Mark Myers. I'm sorry. And I know how she writes,

1 and that's not her writing. I know how Keith Wilson
2 writes, and a lot of the stuff's not his writing.
3 But anyway, that's a point of dispute. She's not
4 here to rebut it. I'm going to ask you to draw an
5 inference that Mark Myers wrote that letter for her.

6 And, you know, I found it really odd that
7 I'm sitting down here in a meeting with Mr. Buckley
8 and Mr. Clark for two hours. I walk out of the
9 meeting, and all of a sudden I get notice from the
10 appeal board that your hearing is scheduled. I'm
11 like, wow, that's refreshing, I thought you guys
12 were going to try to end run this thing over the
13 Valverde thing. So now it's on.

14 Within 25 minutes I get a letter from Pam
15 Torell. How could she possibly know so quickly that
16 to dispute your decision to move this hearing
17 forward on February 28th? Within 25 minutes of it
18 she's sending a letter via Mark Myers with all the
19 attachments and Valverde thing asking to have these
20 hearings stopped because I have no standing and
21 there's no jurisdiction to hear my charges.

22 And we've already discussed the Valverde
23 decision. I don't know what it really says because
24 he makes clear -- it was very clear to him that the
25 membership charge was carved out, like you guys. He

1 wouldn't even let me delve into the membership
2 initially, and I had to really fight hard to address
3 membership issues in that hearing. I subpoenaed Pam
4 Torell. He would not allow her to appear. So I
5 never got a full and fair hearing on the membership
6 issue in there, and he said that my understanding is
7 the appeal board carved this out and deferred it to
8 the Torell proceeding.

9 CHAIRMAN HEPP: Just to be clear, Larry,
10 you and I, we agreed we would carve that sixth
11 charge out.

12 MR. MEADOWS: Yes, that is correct. I'm
13 not disputing that.

14 CHAIRMAN HEPP: That's fine. It's just
15 not what I heard.

16 MR. MEADOWS: And it wasn't lost --
17 despite me trying to tell the arbitrator this is
18 de novo and I can address everything here, not that
19 charge, but I can address the membership issue, he
20 really reined me in. He wouldn't let me call Pam
21 Torell as a witness. So I never got a full and fair
22 hearing on the membership issue.

23 So to the extent he's deciding membership
24 was not properly before him, I was denied due
25 process in that proceeding. But he did acknowledge

1 just what we said, that the membership issue from
2 Wilson was carved out and deferred to the Torell
3 proceeding. So he made it sound as if I'm going to
4 get my day in court on membership, yet he
5 conclusively says two pages later that I'm not a
6 member in good standing and there's no jurisdiction
7 for my charges. I mean, so it's a contradictory
8 order, number one. Number two, it contradicts --
9 and we'll get into it. Maybe we should do it now.

10 CHAIRMAN HEPP: Well, I tell you what.
11 Let me get some menus. Why don't we order lunch.
12 That way we can have a quick break, eat in, and keep
13 the train on the track. Is that all right with
14 everyone?

15 MR. MEADOWS: Sure.

16 CHAIRMAN HEPP: Stand by one.

17 (Recess from 12:46 to 2:01)

18 MR. MEADOWS: So where we left off, I kind
19 of advanced the chronological summary to September
20 of 2016 to the AAA arbitration hearing of Captain
21 Wilson. I was referring to that in the end, even
22 though that the issue of membership was never before
23 the arbitrator and he was only -- his jurisdiction
24 is to decide if the charges were cognizable and, if
25 so, hold a hearing and render a decision on the

1 charges. It wasn't within his purview to discuss
2 membership status. It was never contested that I
3 wasn't a member in good standing. I asserted it in
4 my charge statement. And he acknowledged that
5 through mutual agreement between me and Captain Hepp
6 that the membership charge was carved out of the
7 Wilson arbitration and deferred to the Torell
8 arbitration and I'd be -- I'd get that day in court.

9 I did argue in the arbitration that since
10 it's de novo, I should be at least allowed to ask
11 questions of membership. I had subpoenaed Captain
12 Torell for that purpose. The subpoena was denied.
13 So to the extent he wanted to render a decision on
14 membership, he never gave me a full and fair hearing
15 and allowed me to fully argue and present witnesses
16 to the extent of my membership standing.

17 And then in his -- his decision is
18 erroneous on its face. It contradicts the prior
19 arbitral precedent of Arbitrator Wolitz. Let's go
20 to that.

21 CHAIRMAN HEPP: We are --

22 MR. MEADOWS: I'm going to go to an
23 exhibit. Hold on. Okay. Please turn to Tab 14.
24 Tab 14 --

25 CHAIRMAN HEPP: Hold on.

1 MR. MEADOWS: Just let me know when you're
2 ready.

3 CHAIRMAN HEPP: I will. Annable-Wissing?

4 MR. MEADOWS: Yes. This is the opinion
5 and award of the arbitrator in the case of James
6 Annable versus Todd Wissing. The award was dated
7 January 10, 2005. I think generally that case was
8 about if APA could enforce privacy positions of the
9 AUP, I think.

10 CHAIRMAN HEPP: If the APA could what?

11 MR. MEADOWS: Todd Wissing republished
12 someone else's private e-mail.

13 CHAIRMAN HEPP: Right, Annable's e-mail.

14 MR. MEADOWS: Yeah. And they tried to
15 bring Article VII charges, and in the end the
16 conclusion of the appeal board with respect to him
17 was that the AUP is never enforced or rarely
18 enforced and that it can't be selectively enforced
19 against him.

20 And I tried to use that in my last case
21 because suddenly APA selectively enforced the AUP
22 against us when it was supposedly never enforced.
23 Granted, it was never enforced for reasons of
24 privacy and retransmission of messages, but it's
25 just an unenforceable policy. And I think we've

1 agreed before it resides outside the C&B, and since
2 it's outside the C&B it's questionable that it can
3 be enforced.

4 And as we know now, the federal judge has
5 ruled that that policy is in fact unlawful in
6 violation of federal law. So I would argue it is in
7 violation of the C&B via the parliamentary clause in
8 Robert's Rules.

9 CHAIRMAN HEPP: But just --

10 MR. MEADOWS: For our purposes, I just
11 want to give you a summary of the case because that
12 part's kind of relevant. But if we turn to --

13 CHAIRMAN HEPP: But just to be clear,
14 unenforceable, I mean, that's not -- that wasn't
15 your C&R challenge. You wanted to be on the C&R.

16 MR. MEADOWS: Yeah, I used this case.

17 CHAIRMAN HEPP: No, I understand that.
18 You used that case.

19 MR. MEADOWS: I wanted to be, so I thought
20 it was selectively enforced, they suddenly decided I
21 can't be on it.

22 CHAIRMAN HEPP: Right. And I totally get
23 that.

24 MR. MEADOWS: Yeah, okay. But I was just
25 trying to give you --

1 CHAIRMAN HEPP: Just starting to talk
2 about another topic, and I'm not sure that that
3 necessarily applied.

4 MR. MEADOWS: It's really not directly
5 relevant.

6 CHAIRMAN HEPP: But that's fine. Go
7 ahead.

8 MR. MEADOWS: If we go to page 20.

9 CHAIRMAN HEPP: Tab 14, page 20?

10 MR. MEADOWS: Yeah. Mine's highlighted.
11 I don't know if yours is. But if you look at the
12 first paragraph, I think there are some things in
13 here that are helpful to read. It says, "It is also
14 helpful to realize what these proceedings are not.
15 They are not proceedings in a court of law," meaning
16 the Article VII process.

17 CHAIRMAN HEPP: Who's talking right now?

18 MR. MEADOWS: This is --

19 CHAIRMAN HEPP: This is the arbitrator's
20 decision, or is this --

21 MR. MEADOWS: This is the arbitrator.
22 Okay? So what he's saying, you know, he's
23 referencing the general Article VII proceedings.

24 He says, "It is also helpful to realize
25 what these proceedings are not. They are not

1 proceedings in a court of law. They do not enforce
2 lawful duties, obligations, or liabilities except in
3 the Constitution and Bylaws. They are not designed
4 to enforce the labor agreement except when a vital
5 union interest or discipline is at stake which the
6 union as an organization must enforce. They do not
7 enforce the standards of morals, ethics or conduct
8 except as contained in the Constitution and Bylaws.
9 They do not enforce the labor laws of the land.
10 They only enforce association interests, as opposed
11 to individual interests, absent a clearly stated
12 contrary intention in the Constitution and Bylaws."

13 And then the next paragraph is what I
14 really want you to key in on. He goes on to say,
15 "The Constitution and Bylaws specifically provide in
16 Article VII(A) that a member is subject to fine,
17 suspension, or expulsion. It also provides in
18 Article III, Section 5, that a member is in good
19 standing, so long as he pays his dues, current dues
20 and assessments. There is no other requirement for
21 good standing status. Members in good standing are
22 entitled to participate actively in all APA
23 activities and to all rights, privileges, and
24 benefits of APA membership, Article III, Section 7.

25 "Only members in good standing and retired

1 members shall be eligible for national office. Only
2 active members in good standing shall be eligible
3 for the office of chairman or domicile," which is
4 interesting because you don't have to be in good
5 standing to be a national officer. And that seems a
6 little odd to me. And --

7 CHAIRMAN HEPP: I'm not sure that's
8 correct. I'm not sure that's correct because as a
9 member in bad standing you're not allowed to run.

10 MR. MEADOWS: Well, I know, but that's
11 what this guy's concluding. These arbitrators
12 aren't always right. I'm just saying, it's kind of
13 interesting.

14 But bottom line is, he's concluding that a
15 member remains in good standing so long as he pays
16 his current dues and assessment. Now, this was
17 adopted by the APA appeal board on November 30th,
18 2012, in Sproc versus APA National Officers, which
19 is --

20 CHAIRMAN HEPP: Yeah, but just -- I mean,
21 just so I'm clear, I mean, these were two seniority
22 list pilots who were actively flying at the time.

23 MR. MEADOWS: Right. But the basis of --

24 CHAIRMAN HEPP: So when the arbitrator's
25 talking about a member in good standing, is he

1 talking -- is he referencing a member in good
2 standing in total, or is he referencing a member in
3 good standing? Because these two individuals were
4 in fact active members in good standing. They were
5 line certified pilots. That's just my -- I mean,
6 that's just --

7 MR. MEADOWS: But I'll address this when
8 we go back to the --

9 CHAIRMAN HEPP: That's fine.

10 MR. MEADOWS: -- the first exhibit in the
11 C&B. I will address that point because that's a
12 valid question.

13 But the bottom line is, there's -- first
14 you have to meet the initial qualification of
15 membership. You have to be a qualified pilot of
16 American Airlines, blah, blah, blah. But once you
17 meet that initial qualification, and it's been
18 testified by Keith either in the last proceedings or
19 in the AAA, you don't have to requalify.

20 That is dispute as to whether after 12
21 months of medical leave or absence the C&B says that
22 those members are transferred to inactive standing.
23 The dispute is, is disability a leave of absence. I
24 say it's not. And there's some evidence in the
25 record and past practice that disabled pilots are

1 treated as active members. But regardless, being on
2 the seniority list is not a requirement to be an
3 inactive member, and it does --

4 CHAIRMAN HEPP: Being on the -- I'm sorry.
5 Say that again slowly.

6 MR. MEADOWS: Holding a seniority number
7 is not a requirement to be a member of the
8 association once you -- once you've met the initial
9 threshold of qualification. So if you fall off the
10 list, you're still a member.

11 CHAIRMAN HEPP: And you're saying that
12 makes you -- that always makes you a member in good
13 standing?

14 MR. MEADOWS: Well, it makes you an
15 inactive member.

16 CHAIRMAN HEPP: Can you read -- can you
17 read what he just said?

18 (Requested text was read)

19 MR. MEADOWS: And, you know, like I say,
20 I'll quote the stuff verbatim, but it goes on to say
21 that you're placed in inactive status, and shortly
22 thereafter it says a member in good standing shall
23 remain in good standing. The assumption you've paid
24 your dues, you have no delinquencies to the
25 association.

1 And Keith Wilson has since -- he wouldn't
2 do it in the Article VII proceeding, but in the AAA
3 proceeding he's acknowledged that I am in fact a
4 member in good standing, having paid all my dues up
5 to the point of disability. And that's in LM
6 number 35 that we -- I questioned Captain Torell on
7 this yesterday. It is LM35, paragraphs 198 lines 1
8 to 3 and paragraph 178 lines 1 to 7.

9 And essentially Keith Wilson says, "Okay."
10 I said, "Okay. So since I'm current in my dues, you
11 agree I'm a member in good standing, then?" He
12 goes, "Yes."

13 CHAIRMAN HEPP: That's right. And we
14 pointed out that there was a conflict between his
15 interpretation in his presidential --

16 MR. MEADOWS: Well, I don't think it's --

17 CHAIRMAN HEPP: Please. That there was a
18 conflict between his presidential interpretation
19 that he read during that arbitration and -- because
20 it doesn't mention good standing in that
21 interpretation, but in his testimony he does mention
22 good standing, so --

23 MR. MEADOWS: Yeah, and I would contend
24 this interpretation, the intent wasn't to decide
25 standing. The intent of the interpretation was to

1 decide if MDD pilots are any form of member. He
2 decided that we are indeed inactive. He did not
3 touch the issue of good standing because it's not
4 required to be addressed.

5 But he went on to say, "Okay, just" -- I
6 said -- my next question to him was, in paragraph
7 198, line 4, "Okay. Just to solidify that, that's
8 also a decision made by the appeal board, which we
9 cite later." He goes, answer, "A member in good
10 standing does not mean you are an active pilot.
11 You're not an active member."

12 "Means I'm current in my financial dues
13 and obligations to the association, correct?"

14 "Right."

15 CHAIRMAN HEPP: And obviously --

16 MR. MEADOWS: And below in paragraph B --

17 CHAIRMAN HEPP: Well, just to mention that
18 obviously in Ms. Torell's testimony, she has another
19 interpretation.

20 MR. MEADOWS: Yeah, but she can't
21 interpret the C&B. Captain Torell does not have the
22 authority to interpret the C&B, only the president
23 does.

24 CHAIRMAN HEPP: I understand. I'm just
25 pointing it out for --

1 MR. MEADOWS: Well, and again, I --

2 CHAIRMAN HEPP: And you've objected and
3 you've made your point.

4 MR. MEADOWS: And maybe you made a good
5 point. Maybe I should amend my charge to include
6 that, that she's exceeding the scope of authority by
7 making interpretations that are not within her
8 authority. But that's for another day, I guess,
9 maybe. But all right. We'll go back --

10 CHAIRMAN HEPP: Not with me, Larry.

11 MR. MEADOWS: What's that?

12 CHAIRMAN HEPP: Not with me.

13 MR. MEADOWS: Not with you? Do you want
14 to hear it again? I've been threatened with an
15 Article VII today.

16 CHAIRMAN HEPP: By who? Oh, oh, oh.

17 MR. MEADOWS: And there's no record of me
18 threatening Pam Torell's employment.

19 CHAIRMAN HEPP: Let's get past that and
20 get back on track, please.

21 MR. MEADOWS: All right. Back to Tab 15
22 dated November 30th, 2012. It's the appeal board
23 decision in Sproc versus APA National Officers.

24 CHAIRMAN HEPP: I'm sorry. That's what?

25 MS. HELLER: 15.

1 MR. MEADOWS: Sproc versus APA.

2 CHAIRMAN HEPP: No, I just needed the tab.

3 MR. MEADOWS: 15.

4 CHAIRMAN HEPP: We're going to where?

5 MR. MEADOWS: Page 3, Preliminary Issues.

6 Now, this hearing, from my understanding, was a
7 free-for-all of like two and a half or three hours
8 of nonstop objections. One of the key objections
9 was, number one, eligibility of First Officer
10 Barkate to participate in the proceeding due to his
11 membership status, which at that point in time was
12 MDI, medical disability inactive. So he was a
13 disabled pilot on an inactive membership status not
14 paying dues.

15 And it says, "Accuser first objected to
16 the eligibility of First Officer Barkate on the
17 grounds his inactive membership status prohibits him
18 from being on the appeal board. That status is
19 medical disability inactive. Accuser cites three
20 references in the Constitution and Bylaws." It goes
21 on to talk about all these things.

22 And then on page 4 in the middle of the
23 second paragraph --

24 CHAIRMAN HEPP: Hang on one second. Let
25 me catch up. If I remember correctly, he was an

1 active member when he was appointed to the position.
2 He fell into inactive status, I think, while he was
3 on it.

4 MR. MEADOWS: Right. That was the whole
5 argument that he should be removed from the board
6 because he was no longer in good standing.

7 CHAIRMAN HEPP: No, I'm just trying to
8 get --

9 MR. MEADOWS: Because the argument there
10 was once you go from active to inactive, you go from
11 good standing to not in good standing.

12 CHAIRMAN HEPP: So hold on. Yes, go
13 ahead.

14 MR. MEADOWS: Okay. So is yours
15 highlighted?

16 CHAIRMAN HEPP: Yes. Well, I guess are
17 you talking about the underlines?

18 MR. MEADOWS: Yeah, might be underlined in
19 gray. So where it's underlined, I'll just read the
20 relevant passages. But if you want to take time to
21 read between, just let me know.

22 "The Constitution and Bylaws fails to
23 define the term, quote, in good standing, unquote.
24 The most applicable reference that provides guidance
25 is C&B Article 5.B." And it's citing directly from

1 the manual at that point. It's saying, "A member in
2 good standing shall remain a member in good standing
3 as long as such member has paid current dues,
4 assessments or other financial obligations due to
5 the association. The secretary-treasurer shall
6 transfer a member from good to bad standing if such
7 member shall be delinquent in either dues,
8 assessments or other financial obligations due to
9 the association."

10 So it's been generally accepted that --
11 and the C&B speaks for itself in the sense that good
12 standing is not defined. But what is made clear is
13 if you're in good standing, you'll find yourself in
14 bad standing only for financial delinquency. And if
15 you --

16 CHAIRMAN HEPP: Yeah, can you -- can we
17 huddle?

18 (Off record from 2:16 to 2:17)

19 CHAIRMAN HEPP: Go ahead.

20 MR. MEADOWS: Okay. So, like I say, it's
21 understood and I think Pam Torell, to the effect her
22 testimony acknowledged it, good standing is not
23 defined in the C&B. Bad standing is. I would
24 contend that the only references in all the
25 membership documents which I'm going to go through

1 one by one --

2 CHAIRMAN HEPP: I'm just going to say, I'm
3 not sure she took a position because you asked her
4 standings. I don't remember her --

5 MR. MEADOWS: She was evasive. She
6 wouldn't acknowledge which standings even exist.

7 CHAIRMAN HEPP: Right. Well, she
8 wouldn't -- she wouldn't acknowledge whether there
9 was good standing and bad standing. And I don't
10 think you got much further than that. I don't know
11 if she made -- you just made the statement, though,
12 that she --

13 MR. MEADOWS: It's irrelevant what she
14 says anyway at this point.

15 CHAIRMAN HEPP: Well, I'm just trying to
16 keep it clear though. That's all.

17 MR. MEADOWS: Well, I'm here. I'm trying
18 to make my -- I'm testifying in my case here.

19 CHAIRMAN HEPP: I know. Look, you've been
20 talking for -- I totally get not everything is going
21 to be a hundred percent accurate, but --

22 MR. MEADOWS: Listen, I do appreciate,
23 it's very clear to me that you're not just sitting
24 here rubber-stamping this thing. You're being very
25 deliberate and taking time to intervene. And it

1 takes me off track, but I think it shows you're
2 being very thoughtful, so I appreciate that.

3 Accepted.

4 CHAIRMAN HEPP: I do enjoy taking you off
5 track.

6 MR. MEADOWS: I can get back on. A little
7 difficult, but -- okay. So we do know by the
8 language in the C -- and I think all this discussion
9 regarding membership standing should be within the
10 four corners of the C&B is what I think.

11 CHAIRMAN HEPP: Should be in the --

12 MR. MEADOWS: Within the four corners of
13 the C&B. And --

14 MS. FLETCHER: But you've referred to the
15 LMRDA.

16 MR. MEADOWS: I'm getting to it. Well,
17 the C&B refers to the LMRDA. The C&B refers to the
18 LMRDA, and the section I'm going to get to later
19 talks about all her duties which are basically a
20 regurgitation -- it references federal law, but the
21 federal law it references is the LMRDA. So I'm
22 saying that it's inextricably intertwined.

23 But I'm just saying if you look within
24 this agreement, there's nowhere else to really look.
25 No one else has said otherwise in any other outside

1 arbitration or anything. By virtue of looking at
2 the C&B, it's reasonable to assume and I'd like you
3 to infer that there's only two types of standing,
4 good and bad. And if you're not in bad standing,
5 you have to be in good standing. You can only get
6 in good (sic) standing, that is defined, by being
7 financially delinquent.

8 And if I'm not in good standing, I would
9 contend it means I must be in bad standing which is
10 belied by the record that I paid all my dues. But
11 if I was in bad standing, after six months I'd be
12 expelled from the union. So I could never have been
13 in bad standing or I would have been expelled. And
14 if I'm not in bad standing, I have to be in good
15 standing is my argument because there's no other
16 standing. There's not a -- Pam Torell, like I'm not
17 really sure, but kind of like inactive doesn't have
18 a standing, I mean, that's just pie in the sky.

19 Going back to the third paragraph,
20 starting with "Therefore" -- I want to go back
21 actually up a paragraph. I think I read this, but
22 I'll read it again. "A member in good standing
23 shall remain a member in good standing as long as
24 such member has paid current dues, assessments or
25 other financial obligations due to the association.

1 The secretary-treasurer shall transfer a member from
2 good to bad standing if such member is delinquent in
3 dues, assessments or other financial obligations due
4 to the association, emphasis added."

5 Next paragraph, "Therefore, one can
6 reasonably conclude that the term member in good
7 standing refers to whether a member has fulfilled
8 his financial obligations to the association." It
9 doesn't say anything about being seniority or being
10 active or being on the line or any of that. All
11 it's got to do is your financial obligations.

12 It goes on to conclude that First Officer
13 Barkate has no current financial obligation to pay
14 dues at the time of his appointment. So he was
15 actually in MDI, it sounds like, when he was
16 appointed and had fulfilled his commitments.

17 Then the next paragraph the arbitrator
18 goes on to say, "The board's interpretation of the
19 relevant passages of the Constitution and Bylaws
20 pertaining to the meaning of good standing is
21 essentially the same as that highlighted in
22 Arbitrator Wolitz's decision in Annable versus
23 Wissing, AAA Case 71 300 00050 004, January 10th,
24 2005, page 22.

25 "So, having defined the definition of good

1 standing, the board elects to return to the
2 Constitution and Bylaws for additional guidance,
3 which addresses membership's rights and
4 obligations."

5 And now it's quoting from the C&B Article
6 III again, paragraph B. "Active (sic) and inactive
7 members shall enjoy all the benefits of active
8 membership except the privileges of voting, holding
9 elected office, and participation in association
10 sponsored programs where requirements prohibit from
11 such participation. To buttress this, the board
12 turns to the policy manual 4.01.B, which says, All
13 committee assignments will be reviewed annually by
14 the" -- this isn't really relevant. Wait, I'll read
15 it. "All committee assignments will be reviewed
16 annually by the president. National committee
17 membership will be restricted to active association
18 members in good standing and inactive members as
19 defined in the Constitution and Bylaws, Section 2.C,
20 who were active members in good standing when they
21 became inactive members, emphasis added." And --

22 CHAIRMAN HEPP: But it is interesting that
23 they don't say inactive members in good standing.

24 MR. MEADOWS: Well, the other issue is
25 going back to the C&R issue, the policy manual spoke

1 about creating an electronic messaging forum for
2 communications between the members.

3 CHAIRMAN HEPP: Right.

4 MR. MEADOWS: Didn't matter if you were in
5 good standing or not. So there's not consistency
6 throughout the C&B and policy manual. They throw
7 these phrases around. So it's almost like assumed
8 that if you're a member, you're in good standing
9 unless you're otherwise. But, yeah, it's pretty
10 sloppily.

11 CHAIRMAN HEPP: But again, Larry, and I'm
12 not -- but I hope you understand the difficulties
13 here. I mean, you have an arbitration decision that
14 mentions inactive members in bad standing with
15 Valverde. And now what's interesting is you have
16 these quotes from Sproc which twice mentions
17 members -- national committee will be restricted to,
18 quote, active association members in good standing
19 and inactive members. And later on in the paragraph
20 it also says "who were active members in good
21 standing when they became inactive."

22 But in neither case do they mention
23 inactive members in good standing. They had -- they
24 had -- twice they had an opportunity. You know, the
25 arbitrator had the opportunity to make that point

1 that you're -- you know, that an inactive member is,
2 quote, an inactive member in good standing but chose
3 not to. And now you have Valverde's decision and,
4 you know, and there are a few other besides the mud
5 of current dues paying.

6 I mean, it's -- or paid current dues. I
7 mean, it's -- you know, I just -- it's -- it doesn't
8 appear as cut and dry to this committee as you make
9 it sound.

10 MR. MEADOWS: Well, it should be,
11 because -- the crux of this decision is that
12 Barkate, as an inactive, disabled pilot who had not
13 paid dues since he became a disabled pilot, was
14 still in good standing for purposes of sitting on a
15 national committee.

16 CHAIRMAN HEPP: Well, he was in good
17 standing when he was appointed to that committee.

18 MR. MEADOWS: No, but he was still in good
19 standing. They're saying he remained in good
20 standing after he stopped paying dues and went
21 inactive status. So this stands for him as an
22 inactive member being in a good standing. Good
23 standing has nothing to do with being active or
24 inactive. It's got to do with not -- and it doesn't
25 have to do with whether you're paying your dues.

1 CHAIRMAN HEPP: All right. Do me a favor.

2 MR. MEADOWS: It's got to do with you
3 paying your --

4 CHAIRMAN HEPP: Tell me where it says
5 that, please.

6 MR. MEADOWS: Says what?

7 CHAIRMAN HEPP: Where it says -- you've
8 made the assertion that it says clearly that Barkate
9 was an active member in good standing and then he
10 went inactive as a member in good standing.

11 When I read this, again, I see references
12 of active members in good standing and inactive
13 members but not inactive members in good standing.
14 So, somehow or another you and I are --

15 MR. MEADOWS: Okay.

16 CHAIRMAN HEPP: So I'm just asking you to
17 clarify your point. I'm not -- I'm not trying to --
18 I'm giving you what I'm reading. You're telling me
19 what you're reading. We're coming up with two
20 different interpretations, and I'm just asking you
21 to clarify your point so I understand your
22 interpretation.

23 MR. MEADOWS: Okay. So what this is
24 saying is, first of all --

25 CHAIRMAN HEPP: Please show me where.

1 MR. MEADOWS: I'm going to show you where.

2 CHAIRMAN HEPP: Okay. Thank you.

3 MR. MEADOWS: Page 3, last sentence.

4 "Again the board concurs: First Officer Barkate
5 was" --

6 CHAIRMAN HEPP: Hold on. Let me catch up.
7 Let me get up with you. Where are you?

8 MR. MEADOWS: Page 3, last sentence.

9 CHAIRMAN HEPP: Okay.

10 MR. MEADOWS: "Again the board concurs:
11 First officer Barkate was a member in good standing
12 when he was appointed to the appeal board. During
13 his tenure, his membership status changed because he
14 exhausted his company sick leave and was essentially
15 (sic) transferred to inactive status."

16 MS. HELLER: So is it fair to say that he
17 was on sick leave when he was appointed to the
18 appeal board and not MDI?

19 MR. MEADOWS: It's fair to say he was
20 inactive. MDI and MDD are irrelevant. They're
21 semantic terms used by APA in its internal status
22 codes and are not part of the Constitution and
23 Bylaws.

24 MS. HELLER: I understand, but I'm just
25 trying to understand for the purposes of what his

1 status was when he was appointed to the appeal
2 board.

3 MR. MEADOWS: When he was appointed?

4 MS. HELLER: Well, because that's the
5 sentence you just read, isn't it, that when he was
6 appointed to the appeal board --

7 MR. MEADOWS: It sounds like he was in
8 good standing.

9 MS. HELLER: Right. And my question is --

10 CHAIRMAN HEPP: But it also sounds like he
11 was --

12 MR. MEADOWS: And the status changed, so I
13 assume he changed from active to inactive.

14 CHAIRMAN HEPP: All right. Hang on a
15 second.

16 MS. FLETCHER: He could have just been on
17 sick leave.

18 MS. HELLER: Right. That was --

19 MS. FLETCHER: Taken sick time, at which
20 point --

21 MR. MEADOWS: He was on medical disability
22 inactive. It says so in the decision.

23 MS. FLETCHER: But it says he exhausted
24 his company sick leave. While you're on sick leave,
25 you're paying dues.

1 CHAIRMAN HEPP: Yeah.

2 MR. MEADOWS: No, the status changed to
3 inactive.

4 MS. FLETCHER: While after -- eventually
5 it transferred to inactive status.

6 MR. MEADOWS: Well, we can call and ask
7 him if it's really a question.

8 CHAIRMAN HEPP: No, we'll find out. We
9 don't have to call him now, but we'll clear it up.

10 MR. MEADOWS: I'd like to know what source
11 you're going to use because if you're going to use
12 the secretary-treasurer's office, I would object.
13 If you're going to use APA legal, I would object.
14 I'll call Joe Barkate as a witness or get a
15 declaration from him.

16 CHAIRMAN HEPP: Well, I'll tell you what.
17 Let me think on that. But no, I won't use APA
18 legal.

19 MR. MEADOWS: Okay. Let's --

20 CHAIRMAN HEPP: But no, no. Just hang on.

21 MR. MEADOWS: Let's just jump ahead here.

22 CHAIRMAN HEPP: No, please.

23 MR. MEADOWS: I'm going to make this easy
24 for you.

25 CHAIRMAN HEPP: No. Time, time. I'm

1 trying to run and catch up.

2 MS. FLETCHER: They're only talking about
3 current here. They're not talking about his status
4 when he was appointed.

5 CHAIRMAN HEPP: So, I mean, I don't know
6 the answer to this, but 12 months after -- he
7 becomes an inactive member being on leave of absence
8 from the company 12 months after the expiration of
9 his sick leave. And it mentions that his sick leave
10 expires.

11 MR. MEADOWS: Yeah, so he's inactive
12 status.

13 CHAIRMAN HEPP: So he's an active member
14 paying dues in good status when he's appointed to
15 the committee.

16 MR. MEADOWS: Right. And then he goes
17 into inactive membership status.

18 CHAIRMAN HEPP: But he's on sick, but he's
19 still --

20 MR. MEADOWS: No, no, he exhausts his sick
21 and goes on inactive status.

22 CHAIRMAN HEPP: No, no, he's on sick, I
23 think, during the time he was appointed.

24 MR. MEADOWS: Yeah, he was an active
25 member.

1 CHAIRMAN HEPP: So he's an active member.

2 MR. MEADOWS: Correct.

3 CHAIRMAN HEPP: And then he exhausts his
4 sick leave plus 12 months and he becomes --

5 MR. MEADOWS: Inactive.

6 CHAIRMAN HEPP: -- an inactive member.

7 MR. MEADOWS: But still remained in good
8 standing. He met his financial obligations. That's
9 why he was still allowed to sit on the board.

10 CHAIRMAN HEPP: And that is your
11 contention.

12 MR. MEADOWS: That's what it says.

13 CHAIRMAN HEPP: And I totally understand
14 that.

15 MR. MEADOWS: Well, it's not my
16 contention.

17 CHAIRMAN HEPP: I'm still -- so we're on
18 page 3. "First officer was a member in good
19 standing when he was appointed to the appeal board.
20 During his tenure his membership status changed
21 because he exhausted his company's sick leave and
22 eventually transferred to inactive status by the
23 secretary-treasurer."

24 Okay. So this -- "the accuser cites" --
25 okay. This is the sentence you're -- one of the

1 sentences you're using to show that he's still a
2 member in good standing --

3 MR. MEADOWS: Yeah. Keep in mind --

4 CHAIRMAN HEPP: -- even though he's
5 inactive.

6 MR. MEADOWS: Yes.

7 CHAIRMAN HEPP: Because?

8 MR. MEADOWS: He's met all his financial
9 obligations prior to going on disability.

10 CHAIRMAN HEPP: All right. Very good.

11 MR. MEADOWS: Okay? And I'll make it
12 clearer for you now because Keith Wilson, the only
13 person here with the authority to interpret the C&B,
14 made the interpretation they were inactive members.
15 And he failed to touch on the standing issue when he
16 decided that MDD pilots were inactive members.

17 When this was raised during his sworn
18 testimony in the arbitration proceedings on
19 September 27, 2016, his sworn testimony makes very
20 clear that he considers me, based on -- because he
21 was being questioned on the Barkate decision. He
22 considers me to be a member in good standing, and he
23 acknowledges I've met all my financial obligations.
24 He also acknowledged in the record that I was never
25 in bad standing. And that's it.

1 I think in the prior proceedings in front
2 of you guys, he conceded I was not in bad standing
3 but refused to acknowledge I was in good standing.
4 But his position had since changed once he issued
5 his interpretation. So I would say if there's any
6 doubt about Keith Wilson's interpretation, you only
7 need to look to his sworn testimony issued less than
8 four months later.

9 CHAIRMAN HEPP: So I wouldn't look at his
10 presidential constitutional interpretation?

11 MR. MEADOWS: Well, you can look at that,
12 but if there's any question -- when you read that,
13 it's not clear to you if I'm in good standing or bad
14 standing, look at his testimony four months later
15 and it makes it very clear what his intent was. He
16 says that's what his intent was.

17 And what they tried to do in there, they
18 tried to act like he always thought we were
19 inactive. They glossed over the whole part where we
20 became non-members at a special BOD hearing. And he
21 says, no, no, he says, now that I've looked at it, I
22 think you guys were inactive all along.

23 So, anyway, I think that's where you need
24 to look. I think Valverde's decision is clearly
25 erroneous on its face. Rob Sproc has told me as

1 much. The first thing he told me was he thinks that
2 Valverde's corrupt and this thing's erroneous on its
3 face and it contradicts the decision in his case and
4 in the Wolitz case. So that's the current appeal
5 board chairman's opinion that I meet the definition
6 of good standing. So I would ask that you confer
7 with him if there's any doubt in your mind.

8 CHAIRMAN HEPP: No, he's said he doesn't
9 want to be involved.

10 MR. MEADOWS: Well, he may have to be
11 involved because it's going to go to court. If you
12 don't get it right, it will go to court. I mean,
13 that's it. So I don't know why Keith Wilson's
14 testimony doesn't carry any weight. What Pam Torell
15 means or says about membership is bound to what the
16 C&B says. She can't interpret. And the Valverde
17 decision's clearly erroneous. Now, here's the other
18 thing.

19 CHAIRMAN HEPP: Can you just hang on one
20 second, please?

21 MR. MEADOWS: Okay. I'm going to make one
22 other point to help clarify it. If you somehow --

23 CHAIRMAN HEPP: Can you just give me one
24 second?

25 MR. MEADOWS: Sure. Just tell me when

1 you're ready.

2 CHAIRMAN HEPP: Yes.

3 MR. MEADOWS: Okay. So at first, for
4 whatever reason, contrary to all the things I've
5 just said, you still want to believe that somehow
6 Joe Barkate was in good standing at that time or was
7 not in good standing once he became MDD like me,
8 he's been MDD since 2013.

9 So by your logic he's inactive and not in
10 good standing, then why in the hell is the president
11 of this association making special deals with the
12 company and expending political leverage and
13 political capital when he did a letter of agreement,
14 A, fixing the five-year rule prospectively and
15 excluding all the people like me, but Barkate, who
16 was situated exactly like me except Barkate hadn't
17 even lifted a finger to apply for medical, is given
18 a guaranteed assurance of reinstatement at such time
19 when he gets his medical?

20 So if he's not in good standing, then why
21 the hell is the association doing that? That's what
22 my base rep has said. Ed Sicher questions if I'm
23 not in good standing, then why the hell are they
24 expending political capital and goodwill on a member
25 not in good standing to get a special deal which is

1 totally disparate treatment?

2 And this is a -- APA couldn't set the
3 table any better. Here's Larry Meadows beating the
4 drum that the five-year rule's unlawful, it needs to
5 be corrected. They finally correct it. They
6 exclude Larry Meadows and all those other compadres,
7 230 MDD pilots, but on the same date they take a guy
8 just like Larry Meadows and all the things I've been
9 asking for for the last three years -- I finally
10 acquiesce, you know, forget about the special
11 assignment job, I just want a written letter
12 assuring me guaranteed reinstatement when I get
13 medical.

14 So I have a lot of hostility from APA
15 legal or American Airlines legal. They would never
16 give that to me, but Joe Barkate got that deal. So
17 that kind of stings. So I told Dan Carey, this is
18 exactly what I asked for, why did he get it.

19 CHAIRMAN HEPP: Yeah, because Dan's the
20 one who fought for it.

21 MR. MEADOWS: Do you know why he got it?

22 CHAIRMAN HEPP: I have no idea.

23 MR. MEADOWS: When I first learned of Joe
24 Barkate was in May of 2015 after Captain Westbrook
25 disparaged me in C&R. I got a phone call from Dan

1 Carey long before he was president. He said, yeah,
2 I just want to let you know he attacked you, I took
3 it upon myself to call him and put him in check. He
4 said, I think you need to call him. Then he says,
5 by the way, Westbrook says you're not a member,
6 you're not even an inactive member, you're not a
7 member at all is what he said in the C&R post. He
8 goes, funny, because his buddy Joe Barkate was just
9 appointed to a DFW committee under Westbrook.

10 So he's been sitting on a committee in DFW
11 this entire time. So if he's not in good standing,
12 then give me a break. Joe Barkate is in good
13 standing. He's just like me. He sat at the family
14 awareness committee in Dallas. And so you guys do
15 this. If this grievance doesn't get heard, APA is
16 going to get creamed because, I mean, they set the
17 table for a DFR lawsuit on this.

18 CHAIRMAN HEPP: Do you have any paperwork
19 that shows Joe being on a committee?

20 MR. MEADOWS: Yeah, it was on the website.

21 CHAIRMAN HEPP: Okay. Do you have it in
22 here anywhere?

23 MR. MEADOWS: No, I don't.

24 CHAIRMAN HEPP: Do you want to put it in
25 your post brief?

1 MR. MEADOWS: No, I think I want to call
2 Joe Barkate as a witness. Maybe at a later date we
3 can do it telephonically if we can't get him.

4 CHAIRMAN HEPP: Well, I don't know that
5 we're going to have the opportunity to do it at a
6 later date.

7 MR. MEADOWS: Well, I mean, if someone
8 while we're -- while I'm testifying, maybe someone
9 can make some phone calls and try to get him on the
10 phone. These are all matters of fact, and it can
11 easily be addressed in five minutes.

12 CHAIRMAN HEPP: I realize that, Larry, but
13 it's just the procedure of it. I mean, you know,
14 there's been no --

15 MR. MEADOWS: Okay. Well, you said you'd
16 draw inferences. I'm going to ask right now. Pam
17 Torell can't contradict any of this stuff. I'm
18 going to ask that you draw an inference that I'm a
19 member in good standing based on what I've told you.
20 And if you question it, I'm going to ask that we
21 bring in Barkate for testimony.

22 CHAIRMAN HEPP: Larry, I'm just trying to
23 read and understand what your position is.

24 MR. MEADOWS: No, I get it. But
25 understand, I get a little worked up because --

1 CHAIRMAN HEPP: I've noticed.

2 MR. MEADOWS: Yeah, because Barkate's just
3 like me, and he's getting a sweetheart deal.

4 CHAIRMAN HEPP: But again, what I don't
5 understand is why is that not in your -- why is that
6 not part of this? Why is that not part of the
7 record?

8 MR. MEADOWS: It shouldn't need to be
9 because I have testimony from the president of the
10 association that says I'm a member in good standing.

11 CHAIRMAN HEPP: I mean, you've brought a
12 hell of a lot more in than just the testimony of the
13 president of the association.

14 MR. MEADOWS: I say Keith Wilson -- no
15 one -- absent a BOD directive, Keith Wilson has
16 interpreted the C&B in sworn testimony, clarified
17 his interpretation, I'm in good standing. I say
18 unless the BOD issues a policy directive that gets
19 voted in that says I'm not in good standing, then
20 I'm not in good standing.

21 CHAIRMAN HEPP: That's the constitution.

22 MR. MEADOWS: And at the next board
23 meeting there's going to be a resolution presented
24 that say that people like me are in good standing.
25 But if they don't do it, APA is going to get the

1 shit sued out of them under the LMRDA because we are
2 members in good standing under the LMRDA.

3 And I've tried -- I mean, this is a train
4 wreck. I'm not look -- I mean, but my problem is my
5 clock's ticking. And as I'll explain, get to it, as
6 of January 8th my integrated seniority list claim
7 was denied by the DRC committee. I have six months
8 to sue for DFR, for the ISL, and it's going to
9 include all these other things in this LMRDA thing.

10 And the Emery decision, the LMRDA issues
11 are a slam dunk. And the problem for Pam Torell,
12 frankly, I don't blame her for not being here
13 because she's got everything to lose and nothing to
14 gain by going on the record with this stuff, because
15 under the LMRDA there's civil and criminal liability
16 for her. And it's not a funny thing. And I'm not
17 looking to hurt her, but she's not going to come in
18 here and steal my fucking grievance under the advice
19 of flawed legal counsel.

20 And the easy thing to do is to, Larry,
21 what do you want, what do you really -- do you
22 really want to screw the union, do you want money?
23 No, I want the assurance Barkate got. I want you to
24 fix this internally. I don't want to embarrass
25 everybody. But I've been forced to embarrass

1 everybody and make this stuff public. It's crazy.

2 You know, so with her demeanor yesterday,
3 yeah, I think she should be held to the fullest
4 account under the LMRDA and she will be unless this
5 stuff gets fixed. And Dan, I've talked to Dan. I
6 have confidence Dan will fix it. But these
7 decisions, it's making his job really difficult
8 because he's inherited all this stuff from Keith
9 Wilson and Steve Hoffman. Even though he's fired
10 Hoffman and Boggess, these are lingering over his
11 head.

12 And I think as a friend, as much as I'd
13 like him to come and ride to the rescue and just
14 clear the show, I don't think he should stick his
15 nose in it because this is a mess he didn't create
16 and it could only have negative blowback for him and
17 I wouldn't ask that of him because I'm confident
18 that Dan will protect me when the time comes when I
19 put my medical on the table. I'm confident he'll
20 protect me when my medical goes on the table.

21 But, yeah, I mean, it's just kind of
22 crazy. I mean, it's really infuriating. And --

23 CHAIRMAN HEPP: Larry, I'm not pointing
24 these things out. I'm trying to understand where
25 you're coming from.

1 MR. MEADOWS: Well, I'm just saying --

2 CHAIRMAN HEPP: I'm not --

3 MR. MEADOWS: Just be careful because --

4 CHAIRMAN HEPP: And it's fine. We can be
5 adversarial. That's fine. That's not my point.

6 You are trying -- you are reading an arbitration
7 into the record. I'm reading the same thing. I'm
8 coming up with a different conclusion.

9 MR. MEADOWS: Keith Wilson has made it
10 clear what it meant in his mind.

11 CHAIRMAN HEPP: But that's not where we
12 were. Now we're -- and that's fine, and you've made
13 your point on that.

14 MR. MEADOWS: And even if the takeaway is
15 that Valverde says I'm not in good standing, that
16 matter's -- going to seek overturn on it. But even
17 if you take that away, until the BOD implements that
18 as policy, the policy remains the same at APA. And
19 the policy is what Keith Wilson said. He said it
20 was his interpretation in a subsequent, additional
21 interpretation via sworn testimony, I would say.

22 And, you know, and if it's not, God bless
23 APA because they just gained the biggest DFR lawsuit
24 in the world because the guy who's in bad standing
25 like me got the treatment of a member in good

1 standing, but he got treatment beyond what any
2 member in good standing has been entitled to. And
3 there's no explanation other than the fact that he's
4 buddies with Tom Westbrook. Cause and effect, I'll
5 say. Can't prove it.

6 CHAIRMAN HEPP: And I get your point. So
7 now can we go?

8 MR. MEADOWS: Sure.

9 CHAIRMAN HEPP: We've still got a lot of
10 the book.

11 MR. MEADOWS: I feel like this is a point
12 of concern for you, and I just want to make sure I
13 drive it home.

14 CHAIRMAN HEPP: You've driven it.

15 MR. MEADOWS: I've driven it. Okay. All
16 right. Next let's go to Tab 16. Go to the third
17 page in. Well, actually go to the first page. This
18 is a summary of the LMRDA, union member bill of
19 rights, equal rights to participate in union
20 activities, freedom of speech and assembly,
21 participation and right to sue.

22 So right now the only thing that's been
23 before the federal judge is the second one, and it's
24 clear that the AUP as written in the policy manual
25 or on the website is unlawful and a violation of

1 freedom of speech.

2 It's also clear when you read the LMRDA,
3 that judge has acknowledged that we have rights
4 under the LMRDA. We can only have -- Kathy Emery
5 can only have those rights under the LMRDA if she
6 was a member under the LMRDA. She is a member of
7 the LMRDA. So it's pretty easy to conclude that if
8 you're a member of the LMRDA and the judge has
9 protected your federal rights of freedom of speech,
10 you also have that right to equal rights and union
11 activities.

12 Now, I'll contend I don't understand, and
13 I've spoken to a labor attorney yesterday about it,
14 how the C&B can even bifurcate membership statuses
15 between active and inactive. Because the LMRDA
16 doesn't care. You're either a member or you're not,
17 and all members get the same rights, including
18 voting. So it seems very arbitrary that we're
19 excluded from voting because I'm receiving a
20 collectively bargained disability benefit and it's
21 just as important to me what comes out of that joint
22 collective bargaining agreement as it is to you
23 guys, for different reasons. But I'm receiving a
24 collectively bargained benefit, but I can't vote
25 anymore.

1 And the last thing is the protection of
2 right to sue. So I fully have the right to
3 criticize my union officials. And it's
4 uncomfortable. There's times they don't like things
5 that are said, but I can sue for it. And you can't
6 say we're not talking to you because you sued us.
7 And I've been told this by many people. You're
8 suing us, I'm not talking to you. Like, you can't
9 do that. I'm a member entitled to rights. If
10 you're the president of the association, you owe me
11 certain obligations and duties as a member.

12 So I'm just telling you this is where this
13 thing will go. And I think Pam Torell is a fool for
14 not just acquiescing and amending the proof of claim
15 and getting out of this mess and getting out of the
16 way.

17 Please go to page 3. That was just a
18 fluffy summary of the union member bill of rights
19 issues. This is the actual statute in full of the
20 Labor-Management Relations Disclosure Act of 1959 as
21 amended, the LMRDA, and it's 29 U.S.C. 402 et
22 sequence, or actually 401 et sequence. And Section
23 402 is the definitions. And if you go to
24 definitions --

25 CHAIRMAN HEPP: I'm sorry. You're just

1 all over the place. Please. So you're -- oh,
2 definitions? Okay.

3 MR. MEADOWS: Definitions, 29 U.S.C.
4 Section 402. And you go down on the next page to
5 paragraph O. We looked at this yesterday. And it
6 talks about the definition of either quote-unquote
7 member or quote-unquote member in good standing.

8 And when it speaks to both, it says "when
9 used in reference to a labor organization," which if
10 you go back up to the top, APA is a labor
11 organization, "includes a person," I'm a person
12 under the definitions, "who has fulfilled the
13 requirements for membership in such organization."

14 So under Article III, Section 1, I have
15 met all the qualification criteria. I am a member.
16 Keith Wilson has since testified that if I get my
17 medical and come back, I don't have to requalify for
18 membership, I'll be reinstated to active. So I've
19 fulfilled the requirements.

20 Number two, I've never voluntarily
21 withdrawn from membership. Number three, I've never
22 been expelled nor suspended from membership. So I
23 am a member and a member in good standing under the
24 LMRDA. And for reasons I'll show you later, you
25 can't -- the C&B can't supersede the LMRDA. So if

1 the LMRDA says I'm a member in good standing, the
2 C&B cannot preclude what the superior law says.

3 And that will take us to page 17. Page 17
4 is -- Tab 17. And this is arbitration decision for
5 an Article VII case between Captain Robert Sproc and
6 the Airline Pilots Association officers. He charged
7 all the officers in the association. It was done by
8 Arbitrator Valverde. The date of the award was
9 June 28, 2013.

10 And if we go in to page 4, he's simply
11 reciting relevant passages of the C&B in his
12 decision. You'll notice on page 4 he's talking
13 about Article I, Section 6, Parliamentary Rules of
14 Order. It says, "All questions on parliamentary
15 rules of order which are not provided for in the
16 Constitution and Bylaws or Policy Manual shall be
17 decided according to the principles set forth in the
18 current Robert's Rules of Order."

19 Now, the next -- I have just a relevant
20 page. So if you go to page 20, there's one excerpt.

21 CHAIRMAN HEPP: Hang on, hang on.

22 MR. MEADOWS: Okay. Page 20. Next page
23 for summary.

24 CHAIRMAN HEPP: I'm sorry. So you're --
25 oh, page 20? All right.

1 MR. MEADOWS: For some reason this is the
2 way he did his decision. There's only one sentence
3 on that page, but the relevant part, it starts out
4 with -- and it should be highlighted -- "Further,
5 because the union is a union under the jurisdiction
6 of the Railway Labor Act" --

7 CHAIRMAN HEPP: Oh, okay.

8 MR. MEADOWS: -- "it has the duty to
9 engage in good faith efforts to reach agreements and
10 is legally required by statute to engage in mediated
11 negotiations when requested. Stated somewhat
12 differently, the C&B cannot preclude what the
13 statute has mandated."

14 So I would argue, using the same legal
15 logic, if the C&B cannot preclude the federal
16 statute of the Railway Labor Act, it certainly can't
17 preclude the federal statute under the LMRDA. And
18 as we go forward, we'll go to page 25. And on the
19 very bottom of the page is the heading for the next
20 relevant section which is Application of Statutory
21 Context. And then go to page 26.

22 CHAIRMAN HEPP: Hang on. I've got to
23 catch up with you.

24 MR. MEADOWS: Are you on page 26?

25 CHAIRMAN HEPP: Hang on. Okay.

1 MR. MEADOWS: Okay. Page 26. I'll read
2 the first two paragraphs. And the one that is
3 particularly relevant is the second. But starting
4 out the first one, this is Arbitrator Valverde in
5 his decision now. He's saying, "The arbitrator also
6 finds the Accuser's interpretation of the C&B
7 provision (to preclude all mediated negotiations) is
8 overly broad and outside the scope of the statutory
9 context under which the APA exists. Specifically,
10 the APA is subject to the Railway Labor Act." I
11 would argue the APA is subject to the LMRDA.

12 "The Railway Labor Act requires that
13 parties under its jurisdiction are required to
14 participate in mediated negotiations once the
15 Railway Labor process has been invoked, Railway
16 Labor Act, RLA, Section 155.First. In such
17 circumstances, APA is not free to refuse to engage
18 in mediated negotiations -- for the law requires it
19 to participate. The membership cannot amend the C&B
20 to exclude such negotiations as it would be contrary
21 to law," meaning the Railway Labor Act law.

22 Then he goes on to say, "Additionally, the
23 C&B provides for Robert's Rules of Order to be the
24 authority for all questions of parliamentary law and
25 rules of order not specifically addressed in the C&B

1 (Article I, Section 6). Currently, there is nothing
2 specifically addressing the relationship between the
3 C&B and applicable law. Consequently, review of
4 RONR," which is abbreviation for Robert's Rules,
5 "would be applicable in this instance. Under the
6 ranking order of rules, RONR states that rules
7 prescribed by the applicable law have the highest
8 precedence, followed by the corporate charter for
9 incorporated groups, followed by bylaws or
10 constitution (See, RONR, 11th edition). Thus, the
11 current provision (Article I, Section 6) in the C&B
12 acknowledges that the C&B is subordinate to the
13 applicable law, i.e., the Railway Labor Act." I'd
14 argue in this case i.e. the LMRDA. "And the Railway
15 Labor Act imposes the requirement of union
16 participation in mediated discussions" (sic).

17 Summarily, the LMRDA imposes a requirement
18 that people who have met their financial obligations
19 are members and we have union member bill of rights.

20 And Arbitrator Valverde goes on to say,
21 "Accordingly, the C&B cannot be read to preclude
22 mediated negotiations." And I would say I think
23 it's -- I'd like to draw an inference that the C&B
24 cannot be read to preclude the association's
25 obligations under the LMRDA. When we get into the

1 C&B, I'll show you where there's direct references
2 to the LMRDA. Okay?

3 And I think that's it on that one. Okay?
4 Now, my question is --

5 CHAIRMAN HEPP: Hang on, hang on.

6 (Off record from 2:52 to 2:54)

7 MR. MEADOWS: Okay.

8 MS. HELLER: Can we ask a question here?

9 MR. MEADOWS: Sure, of course.

10 MS. HELLER: Let's assume none of us --
11 we'll just stipulate that federal law is superior to
12 C&B, whatever federal law we're talking about for
13 the purposes of moving forward. This -- my question
14 is, the direction that you're headed with this, that
15 the RLA imposes the requirement of union
16 participation in mediated negotiations.

17 MR. MEADOWS: Right.

18 MS. HELLER: And I agree with you it says
19 that once the Railway Labor Act process has been
20 invoked. What is it -- I guess what is the point
21 you're trying to make?

22 MR. MEADOWS: I'm not trying to make --
23 actually I'm not trying to make any point about the
24 Railway Labor Act. I'm asking you to draw the
25 inference that by virtue of this very same argument,

1 if you insert "LMRDA," APA has all the same
2 obligations to comply with the LMRDA over top of the
3 C&B. Any federal law. By virtue of -- and I won't
4 lie to you. I mean, as a layman, that seems pretty
5 logical that we can't have a C&B that violates
6 federal law. But when I found this, I was like, I
7 never knew of Robert's Rules hierarchy of laws. And
8 Arbitrator Valverde in a very concise way has linked
9 this through.

10 So I don't think -- but the problem is
11 most board of directors I've spoke to and national
12 officers, no one understands that. They think the
13 C&B is the supreme law of the union, but it doesn't
14 give you the right to violate federal law. That's
15 what I was trying to make yesterday. Pam Torell can
16 think she's within her rights also of the C&B, but
17 she's violating IRS rules or LMRDA rules. It's
18 problematic for her and the association. And the
19 association can't continue on like this. If
20 anything comes out of this, the association must
21 know that they're bound by all laws, not just their
22 own law.

23 MS. HELLER: Right. Of course.
24 Hypothetically you could have a C&B that says, hey,
25 it's okay to resolve disputes by killing each other,

1 you know, and that doesn't exempt you from murder
2 statutes.

3 MR. MEADOWS: By the same token, like in
4 the collective bargaining agreement, that's
5 absolutely governed by the Railway Labor Act, the
6 exclusive jurisdiction of system board.

7 MS. HELLER: But are you trying to get to
8 your issue with your request to go before a system
9 board of arbitration through this?

10 MR. MEADOWS: No.

11 MS. HELLER: Okay.

12 MR. MEADOWS: No. I'm trying to get you
13 guys to say -- I want you to understand that
14 although it's not -- this is about the charges under
15 Article VII, I think by virtue of the parliamentary
16 clause which employs Robert's Rules hierarchy of
17 laws, that indirectly Pam Torell is obligated to
18 comply with the LMRDA. That is one of her duties
19 under the C&B. It's not written that way, but it
20 is.

21 And that's all I'm trying to get. Yeah,
22 I'm not asking you -- I don't want to confuse you,
23 but the Railway Labor Act I think is one and the
24 same with the LMRDA. They're both federal statutes
25 under which APA as an organization is bound by it.

1 Those are the two most important things for the APA
2 to be bound by.

3 MS. HELLER: I just didn't know if you
4 were taking it further --

5 MR. MEADOWS: No, I was not.

6 MS. HELLER: -- than that the
7 constitution --

8 MR. MEADOWS: No, I don't want to confuse
9 you.

10 MS. HELLER: -- is subordinate to federal
11 law.

12 MR. MEADOWS: No.

13 MS. HELLER: Okay.

14 MR. MEADOWS: But, like I say, it seems
15 logical to say federal law is superior, but that
16 makes it very -- gives a very good legal argument as
17 to why.

18 So I think -- let me know if this works
19 for you. This book is organized, Tabs 1-18,
20 primarily is the Constitution and Bylaws, these
21 arbitration references, primarily membership. But
22 if I go in order, I think it would be easy but I can
23 just gloss -- read force points of membership
24 arguments in the documents. Then we'll come round
25 about full circle back to my grievance and step

1 through sequentially each exhibit that we haven't
2 discussed in detail. The ones we've discussed in
3 detail, I'll just say Tab 31 was previously
4 discussed. I won't belabor it. Is that okay, to do
5 it sequentially for you guys?

6 CHAIRMAN HEPP: I'd prefer sequential.

7 MR. MEADOWS: Okay. I'll do it that way.

8 CHAIRMAN HEPP: Yeah, if you can just --

9 MR. MEADOWS: Yeah, I think it's easier
10 for me. It's logical. Okay. Whenever you're
11 ready.

12 CHAIRMAN HEPP: Yeah, can you -- I got to
13 answer this question.

14 MR. MEADOWS: Sure.

15 CHAIRMAN HEPP: So can you give me five?

16 MR. MEADOWS: Sure.

17 CHAIRMAN HEPP: Reconvene at five after.

18 (Recess from 2:58 to 3:13)

19 MR. MEADOWS: Go to Tab 1. This is the
20 full Constitution and Bylaws. I've highlighted the
21 relevant sections, so I'll just page through it
22 quickly. We've touched on most of these. If you
23 want to slow down and discuss or get extra clarity,
24 tell me. Otherwise, I'm just going to be entering
25 into the record the --

1 CHAIRMAN HEPP: Go.

2 MR. MEADOWS: -- main references. Okay.
3 APA Constitution and Bylaws. This version is dated
4 8/2/2014, which was the relevant time period I think
5 is why, you know, when the charges were brought. So
6 that's why we're using the older version. Page 3 of
7 the C&B. Article I, Section 4, paragraph A. It
8 says, "The Constitution and Bylaws shall be the
9 supreme law of the union." That's all I'm going to
10 say there.

11 Next, page 4, Section 6, the Parliamentary
12 Rules -- Law and Rules of Order, we discussed that
13 earlier in the Valverde decision, and it's basically
14 essentially saying APA is governed by the
15 parliamentary law of Robert's Rules which in turn
16 has the doctrine of the ranking of laws. Okay?

17 The next relevant section is Section 8,
18 Authorization of Monetary Obligations. And it says,
19 "Other than regularly occurring payroll checks, all
20 bills payable, notes, and other negotiable
21 instruments of APA in excess of \$5,000 shall require
22 two of these signatures to lawfully authorize a
23 payment."

24 And actually backtracking to the previous
25 sentence, I think it says the president, vice

1 president, secretary-treasurer, or director of
2 finance. And "The secretary-treasurer should be the
3 second signatory on all checks over 5,000."

4 So what I was trying to say is because the
5 proof of claim is like an asset in a bankruptcy
6 estate for the APA, and there's specific language in
7 the LMRDA as to assets and property of the
8 association and conversion of those assets. Since
9 it was valued well in excess of \$5,000, it should
10 have had another signature besides hers, my opinion.

11 Next, page 5, Article II, the Objectives
12 and Rights of the APA. Paragraph A, to operate a
13 nonprofit representing an association, a labor
14 union. And I think that's relevant in the sense
15 that it is getting all the benefits of tax-exempt
16 status, yet it appears it made a \$21 million profit
17 in 2013, so I don't know how that works.

18 Paragraph B, this is the primary thing, is
19 this is on the tax returns signed by Pam Torell on
20 one of the forms and also is directly out of the
21 C&B, is "To protect the individual and collective
22 rights of the members of the APA and to promote
23 their professional interests, including timely
24 prosecution of individual and collective
25 grievances."

1 So the whole objective of the APA is to
2 protect the rights of us, the members, collectively
3 and individually, not the institution. But
4 unfortunately, things have gone off the rails here
5 in the last period of years, and many institutional
6 decisions have been made to the detriment of the
7 membership.

8 Paragraph C, starting with the last
9 sentence, "APA maintains the right to resolve
10 institutional and individual grievances in its sole
11 discretion as the collective bargaining
12 representative of the pilots."

13 I would contend that resolve means what it
14 means, that APA has to make a good faith effort to
15 adjust your grievance. Now this is going to speak
16 of the Railway Labor Act. "To adjust your grievance
17 in the usual and customary manner as per the Railway
18 Labor Act, 45 U.S.C. Section 184," which is the
19 mandatory right to system board arbitration. And
20 there's multiple steps going to the vice president
21 of flight department is one of them. There's an
22 appeal. Prearbitration conference is the third
23 step, and then the final step would be the system
24 board.

25 But to just abandon a grievance or drop

1 it, I don't think that means resolve. And to the
2 extent I would contend that that language, based on
3 that Valverde decision, conflicts with the mandatory
4 requirements of statutory arbitration under the
5 Railway Labor Act.

6 Okay? And next let's go to page 7.
7 Without belaboring this, I'll just say Section 1, I
8 referred to that earlier, was Qualifications. So
9 it's a matter of record that I, Lawrence Meadows,
10 was a -- I was a lawful agent of good moral
11 character and qualified as a flight deck operating
12 crew member, was accruing seniority and I applied
13 for membership at the APA and it was approved. And
14 I since never withdrew my membership, been expelled,
15 or been in bad standing with my dues.

16 The next section is Classes of Membership.
17 There are two classes, active and inactive. You get
18 transferred automatically to inactive. It says in
19 paragraph C, Inactive Membership, and going down to
20 the second section, "Inactive Member. A member in
21 good standing shall automatically be transferred to
22 inactive status." So to the extent that this was
23 how I was treated, I would have possibly fallen
24 under paragraph 2, "Being on a leave of absence from
25 the company for 12 months after the expiration of

1 paid sick leave, or." Yeah, that's it. That's the
2 only one that would apply to me.

3 But I contend that I was never on a leave
4 of absence. And I can produce my 2015 pension
5 statement, and it will show an activity record of my
6 credited service and it shows me in the status of
7 active, MDSB, one month of sick leave, and LTD to
8 date with no breaks in service. So I was never on
9 12 months of sick leave. So that's --

10 CHAIRMAN HEPP: It's not so much 12 months
11 of sick leave. It's just 12 months after you've run
12 out of sick leave.

13 MR. MEADOWS: Yeah. And I guess -- so I
14 was never -- 12 months after the expiration of paid
15 sick leave. But the point is, I was not on a leave
16 of absence. I was on LTD and MDSB, which are
17 statuses. They're akin to retirement.

18 CHAIRMAN HEPP: Well, LTD comes after
19 you've exhausted your sick leave.

20 MR. MEADOWS: Right. But what I'm saying
21 is, if you go into the pilot retirement pension
22 benefit program documents, like 85 pages, it has
23 tables in there that talks about all the various
24 statuses you can hold. And one of the things it
25 talks about is to be -- you can only be a

1 participant in the plan if you're accruing credited
2 service. If you're terminated, you're no longer a
3 participant. I am still a participant in that plan
4 because I'm accruing credited service, number one.
5 It has leaves of absence like military leave,
6 personal leave, sick leave, IDLOA, injury leave of
7 duty on absence, and so on.

8 But when it talks about disability, it's
9 called MDSB or LTD in the company documents. It's
10 not LOA. It's not a leave of absence. That's a big
11 point of contention with the company because it
12 matters because they speak about Section 11. What
13 happened to me in the first grievance, I made these
14 arguments and I got Marjorie Powell, before she knew
15 what she did, she admitted that disability was not a
16 leave of absence. She insisted it was not a leave
17 of absence. I argued it in my grievance hearing,
18 and they suddenly -- because I said Section 11
19 applies to people on a sick leave or a sickness or
20 injury leave of action. I said disability is
21 neither. So Section 11.D can't even apply to people
22 on disability because it's not a leave status, it's
23 not a sickness or an injury.

24 So they suddenly changed their tune and
25 said no, no, no, Supp F applies to you, Supp F

1 applies because that's got to do with disability
2 retirement benefits. I was like, okay. Supp F says
3 you cease to retain and accrue relative seniority
4 after five years. That's all. Doesn't say you're
5 terminated. Does not say you're removed.

6 But Supp F is for people receiving
7 benefits under the pension funded plan. To the
8 extent I was taken off that plan and now installed
9 onto the 2004 plan, Supp F can't even apply to me.
10 And the 2004 plan, the one good thing about it, it's
11 exactly like the previous plan except it's funded by
12 the company as opposed to pension. There's no trust
13 plan. It's a 25-page document with various
14 definitions.

15 And I meet the definition of pilot
16 employee and employee. I'm receiving compensation
17 which is defined as earnings, employee wages subject
18 to tax withholding. So that's caused American
19 Airlines some heartburn. But them and APA both, all
20 this stuff is about Section 11.D. And I don't know
21 if you ever noticed, but now it's about Supp F.
22 Because Supp F was a bigger catchall, and they
23 realized that 11.D doesn't really speak to
24 disability. It speaks to sickness and injury leaves
25 only. So I think that's kind of relevant for

1 purposes of analyzing this, because if disability
2 isn't leave of absence by the company, then I would
3 contend you probably don't go into inactive status.
4 And by virtue of some documents I produced
5 yesterday, I held an active membership card up
6 through 2012. And there's APA documents saying
7 disabled pilots are still continued to be treated as
8 active members. And for us to be in C&R all those
9 years, it could be one of two things: administrative
10 oversight, which there's a rash of those at APA, or
11 that they were just treating us as active, because
12 it's only for active, retired, furlougees. So
13 that's relevant.

14 The next -- this is -- that is the most
15 crucial section where it refers to Article VII
16 charge on page 8.

17 CHAIRMAN HEPP: Okay. So can we go back
18 for -- so your contention, just so I'm clear, is
19 that you're an active member.

20 MR. MEADOWS: I believe I've been treated
21 as an active all the way up to the C&R lockout, yes.
22 I was voting all the way up through 2012.

23 CHAIRMAN HEPP: So what are you now?

24 MR. MEADOWS: According to Keith Wilson?

25 CHAIRMAN HEPP: No, according to you.

1 MR. MEADOWS: Well, it doesn't matter what
2 I say because Dan, in his clear-cut guidance,
3 according to Keith Wilson I'm an inactive member. I
4 still contend that I could be -- I could be active
5 still.

6 And I think the court decision in Emery
7 would help that. The only way that's going to be
8 done -- and I'm trying to be deferential to Dan
9 because I -- honestly, if I go to the LMRDA and
10 bring a class action lawsuit, it's not harassment,
11 but it's going to cost the association a lot of time
12 and aggravation to prove that point. But I think
13 that's the only way we're going to know for sure.

14 CHAIRMAN HEPP: Well, let me get -- then
15 let me ask your opinion on this. In Section 2,
16 Article III, Section 2.B, "Active membership shall
17 be assigned to flight deck operating crew members
18 including check airmen who have completed
19 probationary period and meet the qualifications set
20 forth in Section III.A.1." And that's just a matter
21 of you meet the good moral standard, become a member
22 to begin with.

23 MR. MEADOWS: Right.

24 CHAIRMAN HEPP: So you're not assigned to
25 flight deck -- as a flight deck operating crew

1 member. How do we get past that to make you an
2 active member under the definition of the C&B?
3 Forget about the LMRDA. I mean, you're going to do
4 that in a courtroom or you're not.

5 MR. MEADOWS: Well, I guess --

6 CHAIRMAN HEPP: Just given the roadmap
7 here -- and look, Larry, and if you don't want to
8 answer the question, because that's just one of the
9 answers we have to -- we have to answer.

10 MR. MEADOWS: Let me just save you time
11 because it doesn't matter what I think because you
12 guys don't have the authority to overturn President
13 Wilson's interpretation. That's what binds
14 everything right now. That's just set in stone, so
15 I have to accept that really. I don't agree with
16 it. Can we go off the record for a minute?

17 CHAIRMAN HEPP: Do we have to go off the
18 record?

19 MR. MEADOWS: Yeah. This is important.

20 CHAIRMAN HEPP: Well, I really do want to
21 know on the record your opinion.

22 MR. MEADOWS: I can't say this because it
23 was told to me kind of in confidence, but it's
24 important to you.

25 CHAIRMAN HEPP: Okay. Can we go off the

1 record, please?

2 (Off record from 3:25 to 3:31)

3 CHAIRMAN HEPP: Back on the record, ma'am?

4 All right. So we are page 8.

5 MR. MEADOWS: But I'm not going to argue

6 the active issue because it's pointless absent

7 changing -- getting a new interpretation, in my

8 opinion. It's just -- it requires --

9 CHAIRMAN HEPP: You know we're back on the
10 record.

11 MR. MEADOWS: Yeah. Back on the record, I
12 would say that I dispute the inactive status. I
13 think we could possibly be active, but that is
14 beyond the -- I understand it's beyond the purview
15 of this board. The only way that could be changed
16 is via a new presidential interpretation by Captain
17 Carey or a federal court order. And I don't think
18 it's even worth me burdening you guys with that
19 question because it's just not appropriate. I'd
20 like you to. I mean, I'd argue for it if I thought
21 it could be done. But that's all I'm going to say
22 on that.

23 Okay. So we're to Section 4 under
24 Membership Credentials. And the first sentence
25 says, "Every active member in good standing shall

1 receive a membership card." So again, I'll dispute
2 that I could possibly be active, but based on the
3 Wilson interpretation I'm absolutely inactive, at a
4 minimum.

5 So going to the second sentence, midway,
6 it says, "Inactive members shall receive special
7 membership cards which shall contain thereon the
8 name of the member and such additional information
9 as may be appropriate and shall be signed by the
10 secretary-treasurer and bear the APA seal." And for
11 the record --

12 CHAIRMAN HEPP: Larry, I concede you've
13 got your inactive membership card.

14 MR. MEADOWS: Yeah, I just want to tell
15 you I have it.

16 CHAIRMAN HEPP: You showed it already.
17 You showed it a couple times.

18 MR. MEADOWS: Yeah, I have the inactive.
19 Says inactive. I have the active to 2012. But yes,
20 it's inactive. It doesn't have a bar code. Does
21 it? No. It doesn't have a seniority number.
22 That's the difference. It does not have a seniority
23 number is the primary difference. There's no date
24 on it.

25 MS. FLETCHER: Is there a bar code on it?

1 MR. MEADOWS: There is a bar code. So I
2 think they did scan it in. So it looks like an
3 active card but for the seniority number and the
4 employee number.

5 CHAIRMAN HEPP: And an expiration date.

6 MR. MEADOWS: Yes, an expiration date.

7 So we got the membership cards. So I
8 would say that Section 4 unequivocally says that
9 inactive members -- well, let me back up. Based on
10 Keith Wilson's interpretation, we are absolutely
11 inactive members. The standing is irrelevant. We
12 are inactive members at this juncture.

13 CHAIRMAN HEPP: You're willing to concede
14 that standing is irrelevant?

15 MR. MEADOWS: No, I'm saying it's
16 irrelevant for purposes of applying Section 4.

17 CHAIRMAN HEPP: Okay.

18 MR. MEADOWS: For purposes of applying
19 Section 4, it's irrelevant. All that matters is --

20 CHAIRMAN HEPP: Just seeing if you were
21 making my job easier.

22 MR. MEADOWS: No, no way.

23 CHAIRMAN HEPP: Just checking.

24 MR. MEADOWS: Yeah, so it's irrelevant for
25 purposes of applying Section 4. And I would say

1 under Section 4, once Keith Wilson entered that
2 interpretation, there can be no doubt that as of
3 June 30, 2016, we should have received special
4 membership cards. But based on Captain Torell's
5 testimony yesterday, she believed we were inactive
6 from the day she took office in June of 2013
7 throughout the entire period. So if she thought
8 that, she should have issued the membership card the
9 day she got in.

10 CHAIRMAN HEPP: You've spoken to this
11 point.

12 MR. MEADOWS: Okay. I'm just saying.

13 CHAIRMAN HEPP: No, no, I get it. I just
14 want to make sure -- we're aware of exactly what
15 you're saying. It was spoken already.

16 MR. MEADOWS: Okay. The point is just to
17 put you to the right sections on these arguments.

18 CHAIRMAN HEPP: Got it.

19 MR. MEADOWS: Okay. Next, page 9. I
20 think we beat this up in the Wissing and the Sproc
21 arbitral decisions, but bottom line is that
22 membership status, paragraph B, the relevant passage
23 is a member in good standing shall remain in good
24 standing so long as he's paid current dues and
25 assessments. And as I've shown before, we had sworn

1 testimony from Keith Wilson that I'm still in good
2 standing.

3 MR. THURSTIN: Can I ask -- I don't have a
4 page number.

5 CHAIRMAN HEPP: Do you mind if -- oh, you
6 don't? Can you just --

7 MR. THURSTIN: Are we in Tab 4?

8 MR. MEADOWS: I'm sorry. We're in Tab 1.

9 CHAIRMAN HEPP: No, Tab 1, page 8.

10 MR. THURSTIN: Sorry. Apologies.

11 CHAIRMAN HEPP: That's okay. Let us know
12 when you're --

13 MR. THURSTIN: I'm ready.

14 MR. MEADOWS: Okay. So, yes, B was --

15 CHAIRMAN HEPP: Page 9, Section 5,
16 Membership Status, B.

17 MR. MEADOWS: Yeah.

18 CHAIRMAN HEPP: No, I just want to make
19 sure Jeff's with us. Good?

20 MR. THURSTIN: Yes, sir.

21 MR. MEADOWS: Based on the arguments and
22 testimony, I mean, it's according to Captain Wilson
23 I was a member in good standing before disability
24 and remain in it and was never delinquent with my
25 dues. And I think that was shown by the APA

1 accounting log which is Exhibit 8 in my book which
2 shows I have no delinquencies.

3 The second relevant passage would be
4 Section 5, paragraph F. It unequivocally says, "The
5 secretary-treasurer shall keep an account for all
6 members in good standing, members in bad standing,
7 non-members, retired members, inactive members,
8 et cetera," so -- and says, "When an inactive member
9 returns to active line flying, his account will be
10 reactivated and all new dues and assessments will be
11 charged from the day of his return to line flying."

12 So I found it offensive throughout all
13 these court proceedings of Emery in the Article VII
14 that Captain Wilson and Rusty McDaniels apply that
15 we're non-dues paying members like we're deadbeats,
16 like we don't deserve the services because we're not
17 paying like everyone else. We're not paying because
18 the Constitution and Bylaws doesn't require us to
19 pay. And Keith actually acknowledged that he thinks
20 when it was done it was just that people have enough
21 to worry about being on disability without having to
22 pay the dues, so it was like an extra consideration.

23 But I questioned Rusty McDaniels, and he
24 acknowledged that there was nothing under federal
25 law -- I thought maybe it was a requirement that

1 they can't tax disability benefits or something, but
2 that's not the case. As a union they have the right
3 to charge disabled pilots just like active. So I
4 think it was an institutional decision to go easy on
5 us, I guess, more or less.

6 But like I say, and a lot of the lawyers,
7 Hoffman and those guys especially, it was offensive
8 in that they would try to paint us as deadbeats.
9 And the court in Emery discussed this issue and
10 reached the same conclusion, that she was in good
11 standing, was not delinquent, and he concluded the
12 same thing.

13 But going back to paragraph F, I couldn't
14 get a straight answer out of Pam if there was an
15 understanding besides good or bad. I would contend
16 that the document, as she would say, speaks for
17 itself and there's members in good standing and bad
18 standing. We know you can only be in bad standing
19 if you're delinquent. So if you're not delinquent,
20 you must be in good standing. I mean, it's kind of
21 a logic argument, but I'm not a non-member. I'm not
22 a non-member of the list, and I'm inactive. So --
23 but she's -- her job is to account for all that and
24 issue the membership cards under Article III.

25 And then let's go to page 11.

1 CHAIRMAN HEPP: You got something
2 highlighted on 10.

3 MR. MEADOWS: Yeah, I think that's just a
4 superfluous thing. Oh, yeah, under the old rules --
5 that's kind of relevant.

6 CHAIRMAN HEPP: So where are you now?

7 MR. MEADOWS: I'm on page 10. And I think
8 this is very relevant. You know, as a matter of
9 fact, thank you.

10 So Article III, Section 6, paragraph C.
11 "Members of the Board of Directors, National
12 Officers, and the Negotiating Committee shall be
13 exempt from paying dues during their term of
14 office." That was changed, I guess, in the most
15 recent edition.

16 CHAIRMAN HEPP: My understanding is it's
17 been changed.

18 MR. MEADOWS: Yeah. But at the relevant
19 time period when I'm getting treated like this and
20 locked out of C&R at the date of these charges,
21 national officers and negotiating committee and even
22 the BOD was exempt. So they were not dues paying
23 members. So the same argument they used against me,
24 then they wouldn't be members in good standing
25 either if dues were the requirement.

1 In other words, if it was a requirement to
2 be in good standing by being a current dues paying
3 member, by virtue of that they wouldn't be a member
4 in good standing. So I think that helps the
5 argument or helps clarify the argument that we are
6 in good standing, just like they remained in good
7 standing. Of course they remained in good standing.
8 They were serving the union. And positions of --
9 elected positions require a good standing status.

10 CHAIRMAN HEPP: Which is why they exempted
11 the dues.

12 MR. MEADOWS: You know what? The cynicism
13 could have come out of me, and maybe that was
14 changed for that very reason. Why was that changed?
15 Been like that for 20, 22 years, they change it?

16 CHAIRMAN HEPP: There are other reasons.

17 MR. MEADOWS: In the same time period as
18 the Emery litigation? Really? I just -- that's
19 just coming to me now. But, okay, page 11.

20 CHAIRMAN HEPP: You and I can have a beer
21 over that one.

22 MR. MEADOWS: All right. Page 11, Section
23 7, Membership Rights and Obligations. "A member in
24 good standing is entitled to participate actively in
25 all APA activities and is entitled to all of the

1 rights, privileges, and benefits of membership."

2 So again I go back to Keith Wilson's sworn
3 testimony I'm a member in good standing. I contend
4 I'm entitled to all rights and privileges and
5 benefits of APA membership. And if that doesn't
6 cover me for C&R, the paragraph B would because it
7 says "inactive members shall enjoy all the benefits
8 of active membership except the privileges of
9 voting, holding elected office, and participation in
10 association sponsored programs where specific
11 requirements prohibit such participation."

12 The second sentence is an exemption, and
13 it says "participation in association sponsored
14 programs where specific requirements prohibit such
15 participation." If you note, that was entered
16 October 18th, 1974, 25 years before the inception of
17 C&R. So it couldn't have been intended to preclude
18 us from C&R, but this argument was used against us,
19 that that's why we couldn't be in C&R. That was one
20 of the exceptions. But the testimony of Rusty
21 McDaniels was the intent of that passage was for
22 insurance benefits through the union, so -- but
23 anyway, it's irrelevant now. I just want to clarify
24 that. And then --

25 CHAIRMAN HEPP: Can I ask you a question

1 though?

2 MR. MEADOWS: Sure.

3 CHAIRMAN HEPP: Member in good standing,
4 entitled to participate in all activity, blah, blah.
5 And you said -- so you went out on disability in
6 '03.

7 MR. MEADOWS: No, '04.

8 CHAIRMAN HEPP: I'm sorry, '04, inactive
9 '05. Now, how long were you voting?

10 MR. MEADOWS: Until 2012. I voted through
11 summer 2012.

12 CHAIRMAN HEPP: So you got a ballot?

13 MR. MEADOWS: Yeah.

14 CHAIRMAN HEPP: Did you get willingness to
15 serve?

16 MR. MEADOWS: Yeah. And I think -- like I
17 say, when I'm reading this, I can't run for -- you
18 cannot be a domicile officer, but I can be a
19 national officer. Maybe I'll run.

20 CHAIRMAN HEPP: Well, the way I read it is
21 you cannot, but that's -- we'll save that.

22 MR. MEADOWS: Yeah, I voted on everything.

23 CHAIRMAN HEPP: I'm sorry?

24 MR. MEADOWS: I voted on everything, yeah.

25 CHAIRMAN HEPP: So you were getting

1 willingness to serve. You were getting ballots.

2 MR. MEADOWS: Yes.

3 CHAIRMAN HEPP: Until 2012.

4 MR. MEADOWS: Yeah.

5 CHAIRMAN HEPP: Okay. Next?

6 MR. MEADOWS: Okay. Next, page 12, I
7 think paragraph E is important. It says, "Members
8 of the association shall accept and agree to abide
9 by the Constitution and Bylaws of the APA as they
10 are in force and as they may be amended, changed, or
11 modified in accordance with the provisions of this
12 Constitution and Bylaws."

13 So I go back to the premise of these
14 charges. I could not pursue the institutional LMRDA
15 charge against the APA. I was forced to exhaust
16 internal remedies. I brought individual charge
17 against Captain Torell in her capacity as
18 secretary-treasurer as a member, me as a member
19 against her as a member. She's a member of the
20 association.

21 So it has nothing to do with her being
22 secretary-treasurer and any extraordinary fiduciary
23 obligations or ethics or professional
24 responsibilities. Just by virtue of being a member,
25 she's required to follow -- to accept and abide by

1 all the Constitution and Bylaws of the APA. I think
2 that her obligation or duty is even stronger as
3 secretary-treasurer. But just as a member, the fact
4 that she's the one that's given the authority by the
5 C&B to issue the membership cards, she absolutely
6 has to comply with Section 4 to issue them, and she
7 didn't.

8 And I accept -- slipped out of my mind she
9 was probably given, like she said, given legal
10 advice. But a lawyer can go tell you to go shoot
11 somebody, I'll defend you in a murder trial, but
12 you're going to jail. I mean, it's just -- you
13 can't break the law.

14 Okay. That's it there. Let's fast
15 forward to Article IV, National Officers.

16 CHAIRMAN HEPP: I'm sorry. Wait, wait,
17 wait, wait. My mistake. I thought you were done in
18 Tab 1.

19 MR. MEADOWS: Yeah, we're in Tab 1.

20 CHAIRMAN HEPP: Yeah, I know. My mistake.
21 So you're on Article IV, National Officers.

22 MR. MEADOWS: Right. Article IV, National
23 Officers. Skip to page 15. Section 8, Duties of
24 National Officers, and paragraph C,
25 Secretary-Treasurer, subparagraph 1.

1 It states that, "The secretary-treasurer
2 shall take charge of all books and effects of the
3 association, keep a record of all proceedings at
4 regular and special meetings of the board of
5 directors." And I would contend that she's not
6 keeping a record of closed sessions, and
7 intentionally so, because there's no record of what
8 really happened.

9 Two, "He shall keep a record of all
10 officers and special appointees and maintain all
11 conflict of interest disclosures and agenda
12 disclosure statements as referenced in C&B Appendix
13 B2." Three, "He shall assist the association (sic)
14 in preparing the annual report to the members of the
15 association." Four, "He shall be custodian of the
16 association seal and affix the seal when required."
17 He shall be -- "He shall affix the seal (sic) to all
18 membership cards."

19 CHAIRMAN HEPP: Signature.

20 MR. MEADOWS: Signature. So -- and the
21 card -- special member card is required to have the
22 seal. So by virtue of this paragraph, Captain
23 Torell had an obligation to sign and seal my
24 inactive membership card prior to her issuing it to
25 me.

1 "He shall cause to keep the association
2 records membership" -- let me restart. "He shall
3 cause to be -- he shall cause to be kept the
4 association membership records so as to show at all
5 times the number of members under each
6 classification, their names alphabetically arranged,
7 their respective places of residence, their post
8 office addresses, and the time at which each person
9 became a member of the association. A member may
10 inspect his records or account at any time at his
11 request during normal business hours."

12 So even if I'm not in good standing, I'm a
13 member and I should be allowed to inspect my books
14 and records at any time according to the
15 Constitution and Bylaws. I was deprived -- I've
16 made three requests last time we were here, and I
17 was deprived of all of them. And it's not -- it
18 doesn't require an appointment. Doesn't require
19 when they feel like it. It requires normal business
20 hours. So you should be able to be here on a
21 layover and come to the office at any time and look
22 at those books and records. I was denied that right
23 to date.

24 And then it says paragraph 2, "The books
25 and records of the secretary-treasurer" --

1 CHAIRMAN HEPP: Can we just hold on for a
2 second? Just for clarification, I mean, and maybe I
3 should just keep my mouth shut, but I don't know
4 that there's ever been a secretary-treasurer that
5 kept record of what's gone on in a closed session,
6 number one.

7 MR. MEADOWS: No, I'm just saying --

8 CHAIRMAN HEPP: That's okay. You've had
9 your say.

10 MR. MEADOWS: Are you familiar with
11 sunshine laws?

12 CHAIRMAN HEPP: The -- the number two --

13 MR. MEADOWS: But are you familiar with
14 sun -- are you familiar with sunshine laws?

15 CHAIRMAN HEPP: We'll talk about it --

16 MR. MEADOWS: It's a violation of state
17 law in Florida. I'm just saying.

18 CHAIRMAN HEPP: Okay.

19 MR. MEADOWS: It's not a made-up thing.
20 There's a thing called sunshine laws. You can't
21 have secret, closed meetings as a council or
22 organization.

23 CHAIRMAN HEPP: Okay. So the other
24 thing -- never mind. Go ahead. Press on. My
25 apologies.

1 MR. MEADOWS: Yeah, not a problem. So --
2 and this is like a Valverde scenario here. So the
3 previous paragraph's making it clear that a member
4 can inspect your records. But now the second
5 sentence says, "The books and records of the
6 association shall be accessible to any member or
7 group of members in good standing in accordance with
8 federal law."

9 Well, I mean, you have to draw a little
10 bit of a conclusion here, but in courts of federal
11 law there's only one federal law that requires that,
12 and that's the LMRDA. It's clearly in there that
13 you have a right to inspect the books and records.
14 We can get to that document when we get there.

15 MS. FLETCHER: I would disagree with that.
16 I'm sure the IRS code has some --

17 MR. MEADOWS: Yeah, I think there's other
18 reasons. There might be other federal law, but I --

19 MS. FLETCHER: It's not the only federal
20 law.

21 MR. MEADOWS: I think the intent was to
22 say LMRDA and they just didn't. So there is a
23 conflict, which F.O. Fletcher pointed out yesterday,
24 that it says member in good standing. The sentence
25 prior to that says any member, and then it says

1 member in good standing as it's referring to the
2 federal law.

3 But I would say to the extent it's
4 referring to the federal law of the LMRDA, I am a
5 member in good standing under that definition. So
6 for purposes of looking at the books and records,
7 it's an absolute federal right. I have the inactive
8 membership card, but I can't walk in the door of
9 this building, not to mention get back in the bowels
10 of the APA and look at the books and records.

11 So that's -- I apologized this morning
12 because I came in in a pretty -- I'm just saying.

13 CHAIRMAN HEPP: Larry, apology accepted.

14 MR. MEADOWS: I came in a good mood, but
15 getting locked out --

16 CHAIRMAN HEPP: Larry, go.

17 MR. MEADOWS: Well, the lockout of the
18 association bothered me first thing in the morning.
19 I was a little bit shocked. Okay?

20 So the paragraph goes on, and I -- it's
21 kind of weird. I think it's a little offensive that
22 everything says he instead of she.

23 CHAIRMAN HEPP: Let's hope the latest
24 revision has fixed that.

25 MR. MEADOWS: Yeah, that's a suggestion

1 you guys should make. "He shall be" --

2 CHAIRMAN HEPP: You have to remember this
3 is expired.

4 MR. MEADOWS: It's throwing me off because
5 we're talking about a female secretary-treasurer.
6 But "He shall be responsible for all the funds of
7 the association, receiving all dues, fees, special
8 assessments assessed to the association as a group.
9 He shall keep an accurate record of all expenditures
10 and receipts of the association."

11 So my contention is this is bothersome,
12 and I don't have to -- what I would like to see come
13 out of these proceedings, looking at -- no one looks
14 at the LM-2 forms or the federal tax returns, the
15 average line pilot, but to the extent they do it's
16 meaningless when you see 2 and a half million
17 dollars to James & Hoffman and \$3 million to this
18 law firm. For what?

19 Now, if people at the BOD level, at least,
20 but if the membership could see that the Lawrence
21 Meadows versus APA lawsuit cost the association
22 150,000, the Emery litigation cost a quarter million
23 dollars, they could do a couple things. One, they
24 could say those guys are assholes, screw them,
25 they're spending all our dues money; or, two, they

1 could say why the hell did we litigate this stupid
2 claim over C&R, why are we spending all this money.
3 And I think the point from the APA, it hasn't cost
4 as much as you think. I said, well, it's cost the
5 association credibility and it cost your E&O policy,
6 which is priceless, because now I understand that
7 the cap was reduced from 5 million to 1 million and
8 the deductible was raised from 20,000 to 250,000 per
9 claim.

10 CHAIRMAN HEPP: Can we please --

11 MR. MEADOWS: So that's why I said
12 yesterday I think -- I was asking these questions
13 about what these lawsuits cost. Her job is to track
14 all expenditures. I think who's making the
15 cost-benefit analysis? Who's deciding that it's
16 worth spending all this money on these type of
17 issues? In any business you've got to decide is
18 this worth litigating or settling.

19 CHAIRMAN HEPP: Can we stay within your
20 charge --

21 MR. MEADOWS: Yes, stay within the charge.

22 CHAIRMAN HEPP: -- as opposed to the
23 process of what you think needs to be done to fix
24 it.

25 MR. MEADOWS: All right. "She shall

1 prepare and submit her signature on all reports. He
2 shall present the books at the end of the fiscal
3 year for audit to a certified auditor." Actually
4 answered some of my questions here. "He or his
5 successor will present this audit, together with a
6 current accounting of APA funds, at the next
7 following board of directors meeting."

8 So I think that's interesting. That's
9 what I was trying to get at yesterday and it just --
10 it went off the rails. It says "He or his successor
11 shall present." And I'm sure in terms of contract
12 lawyer, if you're familiar with successorship
13 language, so that's what I was trying to get at
14 yesterday. I had a commitment from the
15 secretary-treasurer Scott Shankland to preserve my
16 proof of claim, acknowledged by the APA legal
17 department. And by virtue of being the successor of
18 the secretary-treasurer's office, Pam Torell
19 inherited all his promises to the membership.

20 That's all I was trying to make clear
21 because I saw there was a loophole. She says she
22 never preserved my proof of claim. She didn't. Her
23 predecessor did. But I think it's important that
24 she can't just dodge out on what is an institutional
25 obligation to the members. Her job is to carry it

1 forward. That's all I was trying to get yesterday,
2 and it got kind of crazy.

3 Okay. I think we're almost done here.

4 Okay. Page 21.

5 CHAIRMAN HEPP: Stand by one, please. Go
6 ahead.

7 MR. MEADOWS: Okay. Page 21, Article VII,
8 Hearing and Disciplinary Procedures, paragraph A.
9 The first sentence is, "Any member is subject to
10 disciplinary action, including but not limited to
11 fines, placing a member in bad standing, suspension,
12 or expulsion for the acts listed below. Charges
13 filed under this article for the purpose of
14 resolving or pursuing intra-union political disputes
15 shall not be actionable under this article."

16 So I think a couple things to take away
17 from that paragraph, any member is subject to
18 discipline. Pam Torell is here by virtue of being a
19 member, not the secretary-treasurer. My claims
20 against her as the secretary-treasurer and against
21 the institution under the LMRDA are a different
22 claim. This is an internal claim under the C&B to
23 any member.

24 And she's made an argument in her letter,
25 which I think I'll reference later, to you regarding

1 the continuation of these proceedings that this is
2 an intra-union political dispute. And I think
3 that's disingenuous at best because I'm here because
4 the APA's general counsel sought an order and
5 received an order from the federal court forcing me
6 to exhaust my internal remedies. So my way to
7 exhaust internal remedies was to go to the
8 individuals accountable for the actions that the
9 institution took, and that's what I did.

10 So it was not a political animus. I
11 wasn't trying to ruin her life and keep her out of
12 office. I was just trying to get my day in court,
13 and I have to -- this is the road I have to go down
14 to get to the federal court again.

15 And then there's a summary of all the --
16 there are eight violations. I'll only read the
17 relevant ones. Charge 2, a willful violation of the
18 Constitution and Bylaws. I contended that primarily
19 she's violated Section 4 of Article III, membership
20 card issuance. And through the discussion of the
21 things I just said, she's also violated secondary
22 things which aren't as important but I think they're
23 relevant. She wouldn't let me inspect my membership
24 books and records. She wouldn't disclose
25 expenditures in legal cases. And there's one other

1 thing she didn't do. But it's all about the -- the
2 charge is the membership cards. That's what's
3 relevant, but she had some other duties in addition
4 to that which she willfully violated.

5 CHAIRMAN HEPP: I think we finally got
6 down to the point where it was a timing issue.

7 MR. MEADOWS: On what?

8 CHAIRMAN HEPP: You were saying that it
9 was between 2014 -- well, she took office, what,
10 July 1, 2013?

11 MR. MEADOWS: June of 2013. July 1st.

12 MS. FLETCHER: July 1.

13 CHAIRMAN HEPP: To 2016.

14 MR. MEADOWS: Three and a half years.

15 CHAIRMAN HEPP: Three and a half -- yeah,
16 two and a half years?

17 MR. MEADOWS: But really the bigger
18 problem was while this was going on --

19 CHAIRMAN HEPP: Yeah, so --

20 MR. MEADOWS: Yeah, but really the stuff
21 that started hurting was the SLI stuff was going on
22 this past year. We tried to intervene last winter.
23 They wouldn't let us in as individuals. Mark
24 Stephens was representing us. There became --
25 there's a lot of litigation, extensive stuff filed

1 with the arbitral board for the SLI because of the
2 treatment of the MDD pilots.

3 So we couldn't really get in here and go
4 to BOD meetings and raise hell, because we would
5 have. We couldn't go to domicile meetings. I got
6 to tell you, what I was saying before, this was
7 before I talked to Mark. I never went to C&R prior
8 to really being pressed until 2014 because
9 throughout it is some members look at it the wrong
10 way and they'll ostracize you. They think that
11 we're costing the association a lot of money and
12 wasting their dues. And Kathy Emery got attacked in
13 the elevator by four people after that meeting she
14 went to and they railed on her because they looked
15 at her as someone who was wasting their dues.

16 So it's a double-edged sword. This time
17 around when we got back in C&R, there were some
18 pretty active threads. Four of the most active
19 threads are over the federal court rulings and the
20 Article VIIIs and so on. I would say 99.5 percent of
21 the membership was totally favorable and just in
22 absolute disbelief and disgust of what they were
23 seeing and hearing. And no one was, like, accusing
24 me of wasting their dues money. They were actually
25 saying that APA should write Kathy Emery a check for

1 the \$25,000 in costs she incurred. But I'm just
2 saying. So the membership is really -- I was always
3 afraid of it because it could bite you.

4 CHAIRMAN HEPP: I understand your point.
5 I was just trying to wrap up in a bow the point you
6 were trying to make about the membership cards.

7 MR. MEADOWS: So the next one is number 4,
8 misappropriating money or property to the
9 association. So my contention is that the proof of
10 claim was originally valued at \$5.9 billion. I
11 think it was adjusted down to \$1.4 billion. It's a
12 substantial asset of the association.

13 Right now it's sitting in the bankruptcy
14 court as a claim for \$1.4 billion that will come
15 back to the association. By eliminating my
16 grievance from the proof of claim which has an
17 economic -- by Pam Torell unilaterally excluding my
18 grievance number 12-011 from the amended proof of
19 claim dated March 4 of 2014, she essentially gave a
20 credit back to the AMR Corporation of
21 \$5.6 million off the APA proof of claim. It gets
22 credited back.

23 Now, I explained earlier it was about
24 \$650 million in the -- in bankruptcy disputed claims
25 reserve, there's \$650 million to settle out claims.

1 Basically, a year ago American Airlines disclosed
2 that there's about \$190 million in remaining claims.
3 So there's almost \$500 million of surplus, which the
4 union's been arguing everyone should get their piece
5 of that. It should go to every shareholder, not
6 just old equity. But that final distribution is
7 going to be \$5.6 million richer because my grievance
8 is not in there, and 13.5 percent of that money is
9 coming back to the Allied Pilots Association and
10 it's going to get distributed to Pam Torell and all
11 the members.

12 So in a sense what she's done is convert
13 the value of my grievance to a collective payout to
14 the entire association. And that's not here but
15 under the LMRDA's conversion. And it treads pretty
16 dangerously on some RICO violations, so -- but in
17 terms of the C&B, I think there's a big problem. I
18 mean, I think she -- she misappropriated my
19 property. Property associated to that proof of
20 claim, she misappropriated it because it's all
21 leaving Lawrence Meadows and going to the
22 corporation and the other members.

23 And I'll admit that that's a little bit of
24 a stretch, but, again, I have to bring these charges
25 to exhaust before suing under the LMRDA for the

1 conversion claim, but it's real and it exists.

2 And then finally, charge 7, any act
3 contrary to the best interest of the APA as an
4 institution or its membership as a whole. I will
5 contend that all these acts are contrary to the best
6 interest of the association. By refusing to issue
7 the membership cards coupled with the C&R lockout,
8 spiraled out of control into --

9 CHAIRMAN HEPP: But you haven't charged
10 her as the reason you were locked out of C&R.

11 MR. MEADOWS: What?

12 CHAIRMAN HEPP: You didn't charge her.

13 MR. MEADOWS: No, I'm saying all these
14 things collectively.

15 CHAIRMAN HEPP: I understand that, but can
16 we stay within the Torell charge?

17 MR. MEADOWS: Yeah, but they're
18 inextricably intertwined.

19 CHAIRMAN HEPP: And when you mention it,
20 Larry, I get it. But I'm just saying can we just --
21 you've mentioned it, it's on the record, but now can
22 we please keep it into Torell.

23 MR. MEADOWS: Okay. We're on Torell.
24 Just screwed me up again. I'm off track, Chuck.

25 Okay. Contrary to best interest. So she

1 didn't issue membership cards, which is really more
2 significant to the C&R lockout. The C&R is not an
3 official forum. It's considered a virtual union
4 hall, but the place where the real action happens,
5 the voting and the resolutions happened in the
6 domicile meetings on the BOD floor. And that's what
7 we were locked out of. So that's really the most
8 significant, egregious thing.

9 But as a result of those two actions, it
10 precipitated a rash of lawsuits. As of right now I
11 have two lawsuits. Kathy has a lawsuit. Wally
12 Preitz has a lawsuit in Philadelphia. Susan
13 Twitchell has a lawsuit in Arizona. And I think
14 there's a sixth one. There's a class action law
15 firm that was going to take all these lawsuits for
16 the LMRDA violations until we got back into C&R.
17 They were going to for free get us back into C&R as
18 a class action.

19 So my question is, it's unequivocal that
20 she has an obligation to issue these membership
21 cards. She made a deliberate decision not to based
22 on legal advice, but there's no provision in here to
23 except her from complying with the obligations
24 they're under, legal advice or otherwise. She's a
25 member and has got to comply with everything. As

1 secretary-treasurer she's got to comply with that
2 much more, and she refused to do it. So she has
3 allowed the association to get embroiled in
4 extensive litigation that's costing every day. It's
5 costing -- probably the biggest loss is the E&O
6 policy. And I don't know if they even renewed it
7 because the renewal is like 180 percent.

8 So I think there can be no doubt that her
9 action of taking the -- not issuing the membership
10 cards was against the best interest of the
11 institution. And by taking my grievance off the
12 proof of claim leaves me routeless.

13 As I explained, Judge Lane has issued an
14 injunction that Lawrence Meadows can't pursue any
15 action against American Airlines other than related
16 to his termination or removal from the seniority
17 list other than Grievance 12-011. Grievance 12-011
18 was pulled off the proof of claim.

19 So if I win that -- if that grievance does
20 go forward, I win it. Or if I never get to do the
21 grievance, the good thing for me is APA has never
22 had the luxury of being protected by the bankruptcy
23 like American Airlines, being able to dodge all
24 their claims. APA is open and exposed and I can sue
25 them for \$5.6 million. And I would say that that's

1 totally against -- contrary to best interest of the
2 association. It's really simple to put my grievance
3 back in that proof of claim and move forward. May
4 cost them 50,000 in legal fees to arbitrate it,
5 but -- so I think that's clear.

6 And the last thing, in this initial
7 statement by Captain Torell's representative today,
8 there was a threat that I have exposed myself, will
9 be open to Article VII charges. I find that
10 offensive because the only thing I can see in here
11 is any act contrary to the best interest of APA as
12 an institution or its membership as a whole -- I'm
13 sorry -- any act motivated by malice or political
14 animus that exposes another member to company
15 discipline, up to and including termination.

16 I've never threatened her employment at
17 American Airlines. I've threatened to expose her
18 acts on C&R. And if it ends up in her being
19 sanctioned or removed from her position over time,
20 so be it. But I can't be held accountable because
21 of an action I've taken to get her thrown out of
22 APA. So there's no Article VII charge to be applied
23 to me. And I'm actually trying to save the
24 association money through all this, and it's just
25 beating my head into the wall.

1 All right. Next page. Page 22, paragraph
2 L.1. "Charges may be brought under this article by
3 any member in good standing against any other
4 member." And that's -- this is exactly what's been
5 done. So I have to be a member in good standing to
6 bring these charges. And I know you say that was
7 never decided and that was not an acquiescence on
8 behalf of the BOD, but your general counsel's in
9 federal court telling the judge Lawrence Meadows is
10 a member, we're stealing his grievance rights
11 because we have a right to resolve claims in our
12 sole discretion, and we are not going to tolerate
13 him suing us in federal court until he as a member
14 has exhausted his internal remedy.

15 So it was pretty disingenuous of him to
16 argue that I have to come back here to Article VII
17 unless I have that right as a member in good
18 standing. So I would say that that alone is a
19 statement made against the interest of APA's counsel
20 that I am a member in good standing. Otherwise,
21 they lied to the judge on the second issue and I
22 could bring out my Rule 11 and add it, I guess.

23 But for them to tell a judge I have to
24 exhaust the remedies means that I have them and I'm
25 entitled to them and I'm qualified for them. So I

1 have to be a member in good standing based on what
2 Steve Hoffman asked the court to do.

3 CHAIRMAN HEPP: Well, you know we've tried
4 to give you a wide latitude.

5 MR. MEADOWS: I get it, but do you
6 understand that?

7 CHAIRMAN HEPP: I understand that you're
8 connecting the dots because of the Utah court. But
9 understand that we have brought -- we have -- we are
10 hearing your case, even though we haven't decided
11 whether you were a member in good standing, to try
12 and decide whether you were a member in good
13 standing. We can't do that -- we didn't think we
14 were able to do that fairly as an appeal board
15 unless we brought you in to state your claim.

16 MR. MEADOWS: Okay.

17 CHAIRMAN HEPP: And so just as Valverde
18 stated in his that we hadn't touched that issue and
19 just as we set aside Wilson's -- your sixth charge
20 against Wilson to decide the membership. I
21 understand you're trying to connect the dots, but
22 understand the position of the board, that we've
23 just tried to give you as wide latitude as we could
24 to give you an opportunity to state your claim.

25 MR. MEADOWS: I get it.

1 CHAIRMAN HEPP: So --

2 MR. MEADOWS: Let me put it this way.

3 CHAIRMAN HEPP: I'm not going to agree
4 with you that connecting the dots in Utah makes you
5 a member in good standing because that's not why --
6 we would have then just written a one single line
7 and said you're a member in good standing and been
8 done with it.

9 MR. MEADOWS: Say you're right, say
10 Valverde's right, I'm not a member in good standing.

11 CHAIRMAN HEPP: That's not because of
12 Valverde.

13 MR. MEADOWS: Then I'm saying --

14 CHAIRMAN HEPP: We're not here because of
15 that.

16 MR. MEADOWS: Arguendo, if I'm not a
17 member in good standing and Valverde's right --

18 CHAIRMAN HEPP: You have to remember that
19 that's your -- that's their position. That's
20 Torell's position when she wrote that letter.

21 MR. MEADOWS: But let me finish. I'm
22 saying if that is a correct argument, which I
23 certainly don't believe it is, if it is a correct
24 argument, that means that Steve Hoffman lied to the
25 federal judge because there wasn't an internal

1 remedy for a member not in good standing. And you
2 guys indirectly, you are standing in for the
3 institution. You're taking on a role to comply with
4 the court order providing me the forum for the
5 internal remedy. That's what you guys are doing.

6 CHAIRMAN HEPP: Yes, but we could just as
7 easily have done it with a summary document.

8 MR. MEADOWS: Well, then I should have had
9 the summary document from day one, but I think -- I
10 think --

11 CHAIRMAN HEPP: We could have written an
12 opinion. Like I said, it could have been a simple
13 one-liner, you know, you're a member in good
14 standing, or it could have been what we wrote for --

15 MR. MEADOWS: Do you think Steve Hoffman
16 knows the answer whether I'm a member in good
17 standing or bad standing?

18 CHAIRMAN HEPP: That has no influence
19 on -- his opinion is not what's influencing this
20 board.

21 MR. MEADOWS: Sure it does. If he thinks
22 I'm not in good standing, he couldn't have told the
23 judge I have the order to exhaust these remedies
24 because they're not available to me unless I'm in
25 good standing. So it can only be one of two things.

1 CHAIRMAN HEPP: So you're telling me --
2 no, no, no.

3 MR. MEADOWS: Steve Hoffman --

4 CHAIRMAN HEPP: And, Larry, wait. My
5 turn. We are not here because Hoffman stood up in a
6 court in Utah and said he's a member, he has to
7 exhaust his union --

8 MR. MEADOWS: We absolutely are. I was
9 suing under the LMRDA. I bypassed this.

10 CHAIRMAN HEPP: We're sitting in this room
11 right now because we wanted to hear your claim.

12 MR. MEADOWS: No, no, no. I filed
13 charges.

14 CHAIRMAN HEPP: I understand.

15 MR. MEADOWS: Because if I didn't file
16 these charges, I could not continue my lawsuit in
17 Utah. So I was ordered by the judge to exhaust the
18 internal remedies based on Steve Hoffman's request.
19 The judge didn't come up with that idea. They
20 wanted that.

21 CHAIRMAN HEPP: I understand that. And we
22 could just as easily have written opinion that said
23 you're a member in bad standing, you don't have the
24 right -- you don't have a cognizable, if that's the
25 correct term, claim. But we're not doing that.

1 We're hearing -- we're giving you every opportunity
2 to state your piece.

3 MR. MEADOWS: Okay. Well, I'll just say
4 based on the opening statement, I would -- I'm going
5 to ask to draw an inference that based on
6 Mr. Hoffman's representation to the judge that I was
7 a member, that I had to exhaust my internal
8 remedies, that obviously I had to be eligible for
9 those internal remedies and that meant I was a
10 member in good standing.

11 CHAIRMAN HEPP: Well, wasn't your claim in
12 the Utah court that you were a member?

13 MR. MEADOWS: No. I said I was a member
14 and my membership was repudiated and I was treated
15 as a non-member and my duty was ignored and I was no
16 longer owed a duty of representation. I said I was
17 a member and on or around June of 2013 they treated
18 me as not a member. That's what I said.

19 They wanted to leave out paragraph 11 and
20 12. They took paragraph 2 and said Meadows says
21 he's a member and he's a member of the association.
22 And there's law. You can't -- there's a duty --
23 just because I say stuff in my lawsuit, if it's not
24 true, the defense counsel can't adopt it and use it.
25 They have to tell the truth. They have a duty under

1 the professional rules of conduct. That's why he's
2 under an attorney-client discipline investigation in
3 Utah for that as well.

4 So, like I say, you can't go play games
5 with a federal judge. You tell a federal judge,
6 your Honor, you can't listen to this guy, let us
7 take care of it in our process, that can only mean
8 that I'm eligible for the process because -- and
9 Mr. Hoffman at all points in time has an opinion and
10 knows -- he can opine at any point in time that I am
11 a certain type of member and a certain standing. He
12 doesn't need to do legal research or look at case
13 law. He knows what it is.

14 And what the answer to that question is
15 for purposes of him, if he wants to steal my access
16 to C&R, I'm not a member. If he wants to steal my
17 grievance, I am a member. If he wants to screw me
18 out of Article VII, I'm an inactive member but I'm
19 not in good standing. I mean, it's a lot of
20 semantics of the game, and it's just really -- it's
21 just -- it incenses me.

22 Steve Hoffman, I'll tell you, in the Bank
23 of Utah litigation spent three years, \$1.5 million,
24 84 days in trials and hearings, 35 depositions to
25 the bank, all executive officers. Depositions --

1 yesterday was like a walk in Sunday school.
2 Depositions were so contentious they had to be done
3 on video in a courtroom with a judge. We were
4 deposing the president and vice president of the
5 second biggest financial institution in the state of
6 Utah.

7 CHAIRMAN HEPP: Second biggest what?

8 MR. MEADOWS: Financial institution in the
9 state of Utah. We had the bank's general counsel,
10 in-house counsel, and external counsel all on the
11 witness stand, and we proved they destroyed seven
12 years worth of e-mails. And I've seen some pretty
13 dirty shit. I mean, stuff that would just blow your
14 mind. And I got paid handsomely for their
15 misconduct.

16 But I'm not -- I'm not a neophyte here.
17 I've seen these things happen, things that never
18 happen in the careers of attorneys. I had this
19 really shrewd attorney from Elliott save my ass in
20 this litigation. Steve Hoffman has behaved worse
21 than the worst attorneys in the bank of Utah case.
22 It's not me as a layman saying the lawyers screwed
23 me. The lawyers screw everybody. That's what
24 everyone says. I'm just telling you from my
25 perspective.

1 CHAIRMAN HEPP: I get it. Can we --

2 MR. MEADOWS: But you guys are paying a
3 price. As members of the association --

4 CHAIRMAN HEPP: Larry.

5 MR. MEADOWS: -- everyone's paying a price
6 for this action.

7 CHAIRMAN HEPP: Let's pay less of a price
8 and press.

9 MR. MEADOWS: All right. So back to
10 paragraph L, Charges. Number 1, "Charges may be
11 brought by any member in good standing against any
12 other member." So I'm going to ask that based on
13 Mr. Hoffman's representation to the federal court
14 which resulted in a court order that I had to
15 exhaust these remedies, that the assumption has to
16 be that he was representing to the court that I was
17 a member and a member in good standing because I had
18 access to this forum. And that's a fact.

19 And I assert in my charge that I'm filing
20 these charges as a member in good standing. No
21 one's ever disputed that. No one's ever
22 disputed that I'm not -- it's undisputed that I'm a
23 member in good standing in terms of the charge. If
24 you want to look at my charge sheet, Lawrence
25 Meadows says he's a member in good standing. No one

1 has said otherwise. They won't say because they
2 know the answer.

3 So, sorry. You get me worked up, Captain
4 Hepp.

5 Okay. I think this is relevant.
6 Paragraph D, Appeal Board, Section 7. "The appeal
7 board may decide that the charges as set forth by
8 the accuser fail to state a cognizable claim." I
9 said but the appeal board did not.

10 "The appeal board will then dismiss the
11 claim, via a written opinion." We're beyond that.
12 We've moved to hearing, so they've been deemed
13 cognizable.

14 "If the appeal board determines that the
15 charges state a cognizable claim, the appeal board
16 shall hold a hearing." So by virtue of holding this
17 hearing, you deem my charges to be cognizable. And
18 either -- "if either the accused or accuser requests
19 one, or at its discretion, if neither party requests
20 a hearing." So we're at the hearing and now you
21 have to decide if the charges are valid, is Pam
22 Torell guilty of these violations or not.

23 But I think it's clear that the charges
24 are cognizable. And by you accepting them as cog --
25 by scheduling this hearing you've accepted them as

1 cognizable. You've had to accept that I'm a member
2 in good standing or you shouldn't have -- they
3 shouldn't have been cognizable.

4 Pam Torell has asked you to take these
5 charges and they're not cognizable because I'm not a
6 member in good standing. We've crossed that
7 threshold. We're at the hearing level.

8 You don't like that? Okay.

9 Page 26, Article X, Conflicts of Interest.
10 Paragraph C, Fiduciary Responsibility. "The
11 national officers, BOD, and staff who serve the
12 Allied Pilots Association have a clear obligation to
13 conduct all affairs of the association in a
14 forthright and honest manner. Each person should
15 make necessary decisions using good judgment and
16 ethical and moral considerations consistent with the
17 code of ethics stated in the APA Constitution and
18 Bylaws, Appendix A. All decisions of the national
19 officers, BOD, national committee members and staff
20 are to be made solely on the basis of a desire to
21 promote the best interests of the association and
22 membership."

23 And although I didn't reference this in my
24 charges, I would contend that Captain Torell has
25 violated her fiduciary responsibility because she

1 has not made decisions solely on the basis of a
2 desire to promote the best interests of the
3 association. She decided to not issue membership
4 cards on advise of legal counsel. She decided to
5 ignore her duties to comply with all facets of the
6 C&B as a member. And by doing that, she subjected
7 the association to substantial litigation expense to
8 defend her flawed decision.

9 So she is also in violation of Article
10 X.C. And I would just say that I'm highlighting
11 that for purposes of saying it validates my other
12 charge under Article VII that her actions were not
13 in the best interest of the association. That's
14 all.

15 And that's it. I think we're done with
16 the C&B. Please go to Tab 2.

17 CHAIRMAN HEPP: Wow.

18 MR. MEADOWS: That was the longest one.
19 We'll be done.

20 CHAIRMAN HEPP: Give me five.

21 MR. MEADOWS: Sure.

22 (Recess from 4:16 to 4:25)

23 (Kathy Emery was called as a witness
24 telephonically.)

25 CHAIRMAN HEPP: Kathy?

1 MS. EMERY: Yes.

2 CHAIRMAN HEPP: All right. So we're
3 convened and we're back on the record. So the court
4 reporter is going to swear you in, and then we'll
5 press on from there.

6 MS. EMERY: Okay.

7 (Witness sworn by the reporter)

8 KATHY EMERY,
9 having been duly sworn, testified as follows:

10 DIRECT EXAMINATION

11 BY MR. MEADOWS:

12 Q. Good afternoon, Kathy.

13 A. Hi, Lawrence.

14 Q. Are you -- do you have admissible
15 testimony regarding my proceedings with Pam Torell?
16 Or, yeah, Meadows versus Torell, Article VII,
17 regarding the membership card issuance?

18 A. I believe I do, yes.

19 Q. Okay. And is there any reason why you
20 wouldn't be able to -- you'd be impaired or not --
21 unable to testify truthfully today?

22 A. No.

23 Q. Okay. All right. If you're okay, we'll
24 go ahead and start. I've just got a couple
25 questions for you.

1 Have you personally had any interaction or
2 meetings with Pam Torell?

3 A. Yes.

4 Q. Can you tell me approximate date of those
5 meetings?

6 A. Yes. I met Pam Torell on four separate
7 occasions. One was a meeting at APA in or around
8 December 2013. The second was my August 18th, 2015,
9 deposition of Pam Torell. And the third one was
10 court-ordered mediation in 2016 in Emery versus
11 Allied Pilots Association. And the fourth time I
12 believe was mediation before a magistrate judge in
13 the same case, also in 2016.

14 Q. So you had four occasions to speak or
15 question her in litigation personally?

16 A. Yes.

17 Q. Okay. Can you tell me what prompted the
18 first meeting in 2013?

19 A. The first meeting in 2013, after Pam
20 Torell was elected to office, I noticed that she had
21 communicated to the membership that she had an open
22 door policy.

23 Q. Okay.

24 A. And I attempted to contact her on quite a
25 few occasions to arrange to meet with her concerning

1 the treatment of disabled pilots by APA. And it
2 wasn't until after I filed the formal written
3 request and made additional phone calls she finally
4 agreed to meet with me.

5 And when she did agree to meet with me,
6 she told me the meeting would not be more than 30
7 minutes, but I did get a meeting with her. It was
8 around December 2013 or January 2014. I'm not -- I
9 don't recall the exact date, but I do have the
10 records to support it.

11 Q. Okay. All right. And what was the
12 purpose of that meeting? Can you tell me what you
13 discussed?

14 A. I requested the meeting to discuss issues
15 relating to primarily the disabled pilots. It was
16 also to discuss my APA status, my membership status,
17 my employment status, my grievance that had been
18 pending for seven years but had not been scheduled.
19 And --

20 Q. Hold on a second.

21 A. Pardon?

22 Q. What grievance number was that?

23 A. 07 -- oh, shoot. Something like 078012.
24 I'm not sure the exact number.

25 Q. Okay. But -- so that was preserved --

1 A. But it was a 2007 grievance.

2 Q. Okay. I guess was that grievance one of
3 the ones that was preserved with mine in the
4 bankruptcy proof of claim?

5 A. Yes, it was.

6 Q. And was it ever removed or amended or
7 taken off the proof of claim?

8 A. No, it was not.

9 Q. Okay. All right. Just go ahead. I'm
10 sorry. That was relevant. Continue.

11 A. So it was the grievance, and I also wanted
12 to discuss the equity distribution because Pam
13 Torell was listed as one of the persons responsible
14 for communications between pilots regarding the
15 equity distribution.

16 So I specifically wanted to discuss Mark
17 Myers and one or more of the other committee members
18 who gave sworn oral testimony and written
19 declarations containing what I believed was false
20 statements by the APA relating to my status.

21 And I also wanted to discuss with her the
22 fact that APA apparently had no procedures for
23 oversight of the various departments to ensure that
24 grievances and loss of license claims were timely
25 administered, because my -- in addition to waiting

1 seven years to have them schedule my grievance, and
2 it still hasn't been heard yet, I had waited five
3 years for them to make a decision on a loss of
4 license claim. And that resulted in litigation and
5 a judgment against American for loss of use of my
6 funds in the amount of \$50,000 because APA delayed,
7 in violation of ERISA, delayed hearing my making a
8 decision on my loss of license appeal by five years.

9 Q. Okay. And so -- and in that meeting that
10 was with Captain Torell, was anyone else present?

11 A. Yes. It was supposed to be myself and
12 Captain Torell. I thought it was going to be
13 informal meeting where I could talk to her
14 personally and tell her without any threat of
15 retribution or anything from other APA employees.
16 But at the meeting, which was only 30 minutes, there
17 was Bennett Boggess present, Mark Myers was present,
18 Trish Kennedy was present, and there was one or more
19 secretaries present.

20 Q. Did you have a lawyer with you?

21 A. I didn't have a lawyer, and --

22 Q. Why did they have the whole legal
23 department there? Really?

24 A. I really don't know, but the meeting was
25 30 minutes and they allowed me to voice my opinions

1 or state my reason for being there.

2 But Pam Torell refused to talk to me
3 during the meeting or even communicate with me.
4 And -- but practically before the 30 minutes was up,
5 she got up and left the meeting and left me there
6 with the attorneys.

7 Q. So do you feel like she answered the
8 questions that you needed truthfully?

9 A. No, she didn't answer a single question or
10 even address any of my concerns.

11 At that time I also asked her to see about
12 creating a disability committee. I thought it was
13 very important because of the things I had
14 experienced. I thought that most likely other
15 pilots might be experiencing the same thing, and I
16 asked her to see about creating a disability
17 committee. And she took no action in that respect.

18 Q. Okay. Did she answer any questions at
19 all?

20 A. No.

21 Q. Okay. All right. And then -- so what led
22 you -- I guess you ended up having litigation, and
23 then you had an occasion to depose Captain Torell
24 thereafter?

25 A. Yeah, I deposed her in the case Emery

1 versus Allied Pilots Association. I think that's
2 Case No. 1480518.

3 Q. And that was in Florida Southern District
4 in West Palm Beach?

5 A. Yeah, that was in Florida Southern
6 District in the Palm Beach Division before Judge
7 Hurley.

8 Q. All right. Just very briefly, just tell
9 me what the main claims you were making in that
10 case.

11 A. The case was related to APA's violation of
12 the LMRDA, which was the lockout of pilots with a
13 history of disability from Challenge and Response.

14 Q. When you say lockout, you mean a lockout
15 from Challenge and Response?

16 A. Pardon?

17 Q. The lockout from Challenge and Response?

18 A. Yes.

19 Q. Okay. Go ahead.

20 A. The other issue was APA's refusal to issue
21 me a membership card so I could attend union
22 meetings and other APA functions.

23 Another issue was APA's violation of the
24 pilot's right of free speech without APA
25 interference and threats of retaliation, because in

1 July 2014 after we were locked out of Challenge and
2 Response, I learned there was a Miami domicile
3 meeting. I had spent months writing various union
4 representatives asking for reasons for the lockout
5 of pilots from Challenge and Response, from C&R, and
6 I got no response. So I had no knowledge as to why
7 I was locked out, what was the reason. Nobody would
8 answer my questions.

9 So I decided to go to the meeting and ask
10 the leaders at the Miami meeting, which Pam Torell
11 was there, why we were locked out of Challenge and
12 Response.

13 Q. So how did you get in the meeting? Did
14 you have a membership card?

15 A. I did not have a membership card at that
16 time. But I was very late to the meeting, and so
17 there was a gentleman standing at the door. And he
18 asked me for my membership card, and I told him I'm
19 an APA member, I just heard about the meeting, I
20 didn't have my membership card, I could give him my
21 employee number.

22 And he seemed reticent at first, but he
23 went ahead and let me -- I said I'll sign in, I'll
24 give you my employee number. I showed him my
25 driver's license. I said, but I don't have a

1 membership card. I've been on disability and I
2 hadn't gotten a membership card for quite some time.

3 Q. But -- so did he tell you that it was
4 actually mandatory to have the card to get in?

5 A. He gave me the impression it was
6 mandatory, but he seemed -- he seemed to want -- you
7 know, he let me in.

8 Q. Okay.

9 A. He seemed kind of nervous about it, but as
10 long -- I signed my employee number and he went and
11 let -- he went ahead and let me in.

12 Q. Okay. So you actually -- it seems like --
13 so, okay. You got in. So once you got in, did you
14 try to address the leadership or speak?

15 A. I did. I raised my hand during a topic
16 about pilots getting sick in the aircraft on the
17 wide body aircraft on international flights. They
18 were talking about pilots being ill all the time,
19 and they thought it had something to do with the
20 rest area.

21 So I have knowledge of that since I had a
22 commercial laundry that did service for airlines.
23 I knew that the laundry servicing American was not
24 cleaning the blankets that they got off the
25 aircraft. They were just heat tumbling them in the

1 dryer. And there had been testing on American's
2 blankets that showed they had tons of bacteria in
3 them.

4 Q. Okay.

5 A. So I made the -- I raised my hand. I was
6 recognized. But after that -- Pam Torell is the
7 only person there that I had ever met. So after I
8 spoke, it appeared she recognized me because I saw
9 her whispering. I believe it was to Ivan Rivera.

10 And then I saw -- I think I saw Ivan say
11 something to Keith, but Keith Wilson got up and went
12 to the back of the room where the sign-in sheet was
13 and he looked down at the sign-in sheet and my name
14 was the last name on the sign-in sheet.

15 So my intent in going to that meeting was
16 to raise the issue of the lockout of pilots from
17 Challenge and Response. And I had actually given
18 some of the pilots in the back of the room a copy of
19 the Union for Democracy article. And they were the
20 ones that said you must speak up about this because
21 I'm sure the membership has no idea that disabled
22 pilots are locked out of Challenge and Response.

23 Q. Let me interrupt you for a second. Are
24 you referring to that -- that thing I had? I think
25 it was the Association for Union Democracy

1 newsletter where there was a story about the C&R
2 lockout and how ridiculous it was that the union
3 locked out their own members --

4 A. Yes.

5 Q. -- from the virtual union hall?

6 A. Yes.

7 Q. All right.

8 A. So they wanted me to speak up. They
9 recommended I speak up. And I said, do I -- you
10 know, what do I do. And they said, well, we have
11 open communications at the end of the meeting, so
12 tell everybody, speak up and tell everybody.

13 So when they had open -- open -- I forget
14 what it's called on the agenda, but it was like open
15 communications, so I raised my hand. And at that
16 point Ivan Rivera identified every single person in
17 the room with a raised hand except me.

18 And then the pilot who -- the pilots in
19 the back who were encouraging me to speak up, they
20 noticed I was being ignored. So one pilot got kind
21 of mad and he said, she -- they tried to close the
22 meeting. When everybody's hand was down except
23 mine, they tried to close the meeting. So he
24 quickly --

25 Q. Wait a second. So you're saying they saw

1 you, they recognized you, but they refused to --

2 A. Acknowledge me.

3 Q. -- acknowledge you and address you. Okay.

4 A. So they tried to close the meeting, and
5 the other pilot spoke up. And he said, "She has
6 something to say." And then to my memory, Keith
7 Wilson jumped out of his seat and he said -- he
8 tried to keep me from saying anything. And the
9 pilot says, "Well, I want to know, why did you lock
10 pilots out of Challenge and Response?"

11 So Keith Wilson's response was, "Do you
12 know who's allowed on?" And he said, "No, I assume
13 everybody is." And then Keith Wilson said, "She's
14 not a member and she's suing the APA." Because at
15 this point I had sued. I had filed the suit for the
16 lockout of pilots from Challenge and Response. So,
17 "She's not a member and she's suing the APA." And
18 they immediately closed the meeting.

19 Q. Really?

20 A. Yeah.

21 Q. That was it? So do you feel --

22 CHAIRMAN HEPP: Closed as in ended the
23 meeting?

24 THE WITNESS: Pardon?

25 CHAIRMAN HEPP: Closed as in ended the

1 meeting or closed as --

2 THE WITNESS: Yeah, they moved to close
3 the meeting and it was seconded and I wasn't
4 permitted to speak.

5 CHAIRMAN HEPP: Oh, I see. Okay.

6 BY MR. MEADOWS:

7 Q. Did you approach Pam Torell or Keith
8 Wilson after the meeting and say, you know, what the
9 hell is going on, am I a member, am I not a member?
10 I mean, because you thought you were a member, I
11 thought.

12 A. I started to walk towards them, and they
13 immediately ran out of the meeting. So then I went
14 up to Thomas Copeland and Ivan Rivera and I asked
15 them why disabled pilots were locked out and why I
16 was not recognized. And Thomas tried to give me an
17 explanation as to why. He started to give me an
18 explanation, and he had started to say that it was
19 an executive decision, it wasn't a decision by the
20 board or by them, it was a decision by Keith Wilson
21 or the -- he called it an executive decision.

22 Q. Which, the decision to lock us out or
23 not --

24 A. To lock us out.

25 Q. Okay. All right.

1 A. So then Ivan immediately handed him a cell
2 phone and showed him a text that he had just
3 received from someone. And I think Thomas mumbled,
4 "Oh, I can't talk," something like that. So it was
5 clear to me what it was was a text to Thomas or to
6 Thomas and Ivan not to talk to me.

7 Then Ivan started querying me how I got in
8 the meeting. He accused me of illegally entering
9 the meeting, and he treated me almost as if I was a
10 trespasser. And he -- "You don't have a membership
11 card. You're not allowed in the meeting. You're
12 not a member." And he was very -- extremely nasty.
13 And during the meeting Keith Wilson was extremely
14 hostile. It wasn't -- it wasn't a subtle remark.
15 He was very hostile towards me. "You're no longer a
16 member."

17 So I left, and I was --

18 Q. Wait a second, wait a second. So would it
19 surprise you yesterday during these proceedings
20 Captain Torell testified that she became
21 secretary-treasurer on July 1st, 2013?

22 A. Correct.

23 Q. And she believed we were inactive members
24 the entire time, even through the C&R lockout. But
25 you're saying at that point she was standing on the

1 stage with those guys and you were told you weren't
2 a member?

3 A. Correct. She was sitting at the meeting.
4 She was up on the panel at the meeting. And she
5 made, you know, no attempt to clarify that or
6 anything. But she was there when Keith Wilson told
7 me I was no longer a member. And then she and Keith
8 quickly left when I tried to approach them.

9 Q. Okay. I want to move on to some other
10 questions, but is there any -- was there any other
11 interaction with Pam Torell after that union
12 meeting?

13 A. After the union meeting?

14 Q. No. Well, I mean at the meeting on site,
15 was there any other exchanges with you and her?

16 A. No, no. She left. She wouldn't talk to
17 me.

18 Q. But one thing I think I remember, we spoke
19 about this a long time ago, that after you -- I
20 think you -- I heard you say you were challenged by
21 Keith or by Ivan, but other pilots -- but you said
22 when you got in the elevator and left you were kind
23 of attacked by a few other pilots over it? Can you
24 tell us what happened?

25 A. Yeah, two of the pilots. And I don't -- I

1 didn't know who they were, but they were some of the
2 last people to leave, so I assumed they were
3 administrative helpers or something.

4 Q. Oh, okay.

5 A. So I was going down in the elevator and I,
6 you know, just greeted them pleasantly and I said,
7 "What do you think about that issue?" And the guy
8 kind of stepped in front of me and sort of pushed me
9 to the back of the elevator. And you know how they
10 get in your body space. And he said, "You're suing
11 the union and you're using our union dues." And I
12 felt like, boy, I don't want to be in this elevator
13 for any longer because I really felt he was very
14 aggressive and hostile.

15 Q. So you think he was one of the domicile
16 people, not just a regular member?

17 A. No, I think he might have -- I don't think
18 he was a -- I'm not sure. I don't know.

19 Q. All right.

20 A. But I do know he was from the Keys because
21 I heard him and the other pilot. The other pilot
22 was not disrespectful or aggressive. But I heard
23 him talking something about I think he lived in
24 Key Largo.

25 Q. So basically it was made clear to you you

1 didn't belong at the meeting and you weren't welcome
2 at the meeting.

3 A. Exactly. I felt --

4 Q. And obviously --

5 THE REPORTER: Wait. You have to let her
6 finish.

7 BY MR. MEADOWS:

8 Q. Go ahead and finish, Kathy. I'm sorry.

9 A. I felt almost like, you know, like I was
10 going to be bodily threatened if I was in the
11 elevator much longer.

12 Q. Okay. All right. The main thing I want
13 to get -- I mean, that's important. I didn't even
14 know that.

15 I want to focus on Pam Torell. So I think
16 after that didn't you have like a settlement
17 conference or mediation or something with the APA
18 and Pam Torell was present?

19 A. Yeah, I had two mediations with her
20 present. The first was court-ordered mediation, but
21 it was with a mediator selected by both parties.
22 And you're not supposed to discuss what occurred at
23 mediation, but interestingly enough, after we signed
24 the agreement, I revoked the settlement in
25 accordance with the Older Workers Benefit Protection

1 Act. And that mediation was supposed to be private,
2 but when I revoked the settlement, APA divulged what
3 occurred at the mediation and in fact filed the
4 mediated settlement in another case, in the case
5 relating to my grievance. So that part of the
6 mediation --

7 Q. What was Pam Torell's role and what, if
8 anything, did she say at that mediation?

9 A. Pam Torell was the decision-maker. There
10 was an attorney, and she purportedly was the
11 decision-maker. And the reason the --

12 Q. When you say decision-maker, she had
13 settlement authority? What was her purpose?

14 A. Yes, she had settlement authority.

15 Q. And did you ask her for a membership card
16 during that mediation?

17 A. I did, and I was told I'd be given a
18 membership card if I signed the agreement.

19 Q. And basically waive all your claims
20 against the APA?

21 A. Yes.

22 Q. And your grievance basically never came
23 back to American. So when you -- that wouldn't even
24 be an inactive member. You'd be like an honorary
25 member, because you never could come back and fly at

1 that point if you signed it.

2 A. She was going to give me an inactive
3 membership card, but --

4 Q. What date was this?

5 A. And it was only as part of the agreement.
6 I asked her for one irrespective, and I disagreed
7 with her categorizing me as inactive because --

8 Q. Here's my question though. This mediation
9 when you asked for a membership card, what date was
10 that?

11 A. I don't remember the date. It was
12 sometime in 2016, mid.

13 Q. But did you make any requests prior to or
14 after that in writing for a membership card to
15 Captain Torell?

16 A. Yeah, I made written requests and oral
17 requests on a number of occasions between -- in 2013
18 I asked her for my -- because during equity
19 distribution, APA had taken the position I was no
20 longer employed at American Airlines, though I had
21 never received a letter from American stating that.
22 And I had -- after they stripped me of my disability
23 benefits, I was seeking to return to work and a
24 grievance was filed that said they wrongfully
25 stripped me of my disability benefits and to make me

1 whole. But what I had been doing was writing
2 American if I'm no longer disabled, which I agreed
3 with them essentially, I didn't want to be disabled,
4 I was asking to return to work.

5 Q. Right.

6 A. And so this grievance was pending for
7 seven years about what my status was. So I was
8 shocked to find at the equity proceedings in order
9 to deny me an equitable share of the benefits, they
10 said I was no longer employed by American and APA
11 had no duty whatsoever to me, even though I had a
12 pending grievance for seven years.

13 And other pilots terminated for cause, one
14 who had committed a felony and still to this day
15 can't hold TSA clearance, several others who tested
16 positive for drugs or alcohol, those pilots
17 terminated for cause, many of them still haven't had
18 their grievances heard, were paid a full equity
19 distribution. And I, who was obviously terminated
20 because I wasn't permitted to go to work and I
21 wasn't getting any benefits -- I didn't know I was
22 terminated. I was just waiting for my grievance.
23 But I who -- if I was terminated, if APA was correct
24 and I was terminated, it was in violation of the
25 collective bargaining agreement for a number of

1 reasons, including the fact that I still had sick
2 leave, so I could not have been removed from the
3 seniority list under the terms of the contract.

4 So if I was terminated, it was a wrongful
5 termination. And I was very upset that a pilot
6 terminated for cause would get a full equity
7 distribution and a pilot wrongfully terminated
8 because of a history of disability would receive
9 significantly less. I got 16,000, and these other
10 pilots got between, I believe, somewhere around 120-
11 to 140,000.

12 Q. Yeah, but those pilots were members.

13 A. I was a member.

14 Q. Not according to Pam Torell. All right.
15 But not according to Keith Wilson.

16 A. Yeah.

17 Q. Hey, I just looked at the bankruptcy
18 settlement agreement. Your grievance is number
19 07-082. So you're telling me that grievance was
20 pending ten years?

21 A. That grievance is still pending.

22 Q. For ten years.

23 A. Yeah.

24 Q. Since this was filed.

25 A. APA tried to set it after this court, the

1 court that just made this decision, after they
2 denied APA's motion for summary judgment. And I had
3 been screaming continually about my grievance. They
4 decided to go ahead and set it. And it was a big
5 fight to get an arbitrator that I felt that was
6 appropriate for the case.

7 They actually -- Trish Kennedy tried to
8 assign me an arbitrator who was not on the list.
9 And when I Googled her on Google, I found that she
10 had presided -- she's well known and probably has
11 the credentials, but she had presided over what's
12 called the rubber room arbitrations in New York for
13 schoolteachers who had been waiting for grievances
14 as long as six and seven years.

15 Q. Okay. Let me -- so if I -- I mean, I know
16 you're like situated like me. I mean, part of the
17 story I told today was this isn't just a failure to
18 issue membership cards or lock us out of the C&R.
19 It's much deeper than that. It stems from the
20 representational failures related to Western Medical
21 and what APA did and didn't do and how they tried to
22 cover it up and bury us and disavow all knowledge of
23 people like us who were affected.

24 But you were on pilot long-term disability
25 benefits and reviewed by Western Medical, were you

1 not?

2 A. Yeah, I was reviewed by Western Medical.
3 And like you, the doctor, the AME who purportedly
4 did my review, when I did some research, I was told
5 that she didn't have any records for me and that she
6 actually denied -- she admitted it was her signature
7 on the document, but she denied signing the
8 document. And her name was listed at an address
9 that she didn't work at with a doctor that she
10 didn't work with. And it was -- it became apparent
11 but it was too late to do anything because basically
12 our decisions were already made in the federal
13 court.

14 Q. That was Dr. Grant?

15 A. Yeah, that was Dr. Grant.

16 CHAIRMAN HEPP: How is this related to
17 these charges?

18 BY MR. MEADOWS:

19 Q. And did you get a declaration from her
20 saying that the report submitted on behalf to
21 terminate your disability benefits was not of her
22 doing or fabricated or forged?

23 A. No, I didn't. What I got an e-mail was
24 from her that said she reviewed her records and she
25 had no record of Kathy Emery.

1 MR. MEADOWS: All right. Kathy, the board
2 wants to ask you questions.

3 CHAIRMAN HEPP: Well, no, I want to ask
4 you a question. I mean, we have your disability
5 issues.

6 MR. MEADOWS: Yeah, I get it.

7 CHAIRMAN HEPP: But can we get back to the
8 charges?

9 MR. MEADOWS: Yeah, we got to get to the
10 Pam Torell thing, so --

11 THE WITNESS: Okay.

12 CHAIRMAN HEPP: So can you please -- thank
13 you.

14 MR. MEADOWS: All right. I've already
15 worn them out enough.

16 THE WITNESS: Okay.

17 BY MR. MEADOWS:

18 Q. Okay. So let's go back. So you're
19 dealing with Pam Torell in the meeting, mediation,
20 this litigation. Did you find her to be acting in
21 your best interest? Was she, I guess, negotiating
22 or helping you in good faith, would you say?

23 A. No, I believe they acted in complete bad
24 faith because --

25 Q. Why do you say that?

1 A. -- they wrote the agreement. It was
2 written -- it was vague and ambiguous, and I signed
3 it based on the provision that they would comply
4 with the Constitution and Bylaws, if I recall. If
5 anybody wanted to see the agreement, it's in the
6 court record, so I can discuss this.

7 But it appeared to me, I got the
8 feeling -- I wanted to clarify it with APA and their
9 endowment, so I repeatedly asked for clarification
10 and they refused to clarify it. You could construe
11 the agreement in several ways. And I got the
12 impression that they may hand me an inactive
13 membership card if I signed it, but I was never
14 going to get on --

15 Q. C&R?

16 A. -- C&R, because it said I waived my right
17 to anything -- waived anything emanating prior to
18 this decision. And it was vague. And it was clear
19 when I tried to get clarification, they were not
20 going to let me on C&R.

21 Q. Okay. So let me -- let me just -- I want
22 to try and wrap this up. Now, Pam Torell, you
23 deposed her how many times?

24 A. I only deposed Pam Torell once.

25 Q. And did you ask her if she'd ever been

1 deposed prior to that?

2 A. I did.

3 Q. And what did she say?

4 A. I do not remember. I don't remember. I
5 think she had been deposed maybe once. I can't say
6 that I remember whether --

7 Q. I just ask because I found it hard to
8 believe, but her testimony here was that she had
9 been deposed once before in your proceeding was all
10 I was aware of.

11 So just explain in the course of deposing
12 her, I would just like you to describe her demeanor
13 as a witness and if you thought she was forthcoming
14 and cooperative or she was difficult. Just, I mean,
15 I guess --

16 CHAIRMAN HEPP: I'm not sure that we can
17 even accept that.

18 MR. MEADOWS: I think it goes to her
19 credibility.

20 CHAIRMAN HEPP: I understand that, but,
21 you know, we do it because we're here.

22 BY MR. MEADOWS:

23 Q. Was she an evasive witness?

24 CHAIRMAN HEPP: I think the notion is,
25 Larry, we saw it. Okay? We've already made a

1 statement upon it.

2 MR. MEADOWS: I want to show it could be a
3 pattern.

4 CHAIRMAN HEPP: Well, but I'm not sure it
5 makes a difference in what our opinion would be
6 because, you know --

7 MR. MEADOWS: Well, here's where it makes
8 a difference.

9 CHAIRMAN HEPP: Emery, you know, Kathy,
10 you know, she's been fighting the good fight and
11 it's been going on for a long time, but I don't
12 think I can take -- without Pam, I mean, and really
13 in this case Pam should have an opportunity to --

14 MR. MEADOWS: She waived her rights. She
15 walked out the door.

16 CHAIRMAN HEPP: I understand that, but you
17 talk about secondhand. I mean, we've seen --

18 MR. MEADOWS: This isn't secondhand.
19 Everything she's going to say is a matter of record.
20 Will you provide the transcript in evidence here?

21 THE WITNESS: I'll provide -- I'll
22 willingly provide the transcripts because it was an
23 eight-hour videotaped deposition.

24 CHAIRMAN HEPP: Then if you feel it
25 necessary to put in the transcript of Torell's

1 testimony in the Emery deposition, do this, but I
2 don't think it's appropriate for -- Kathy has
3 already testified that she met with Pam, that she
4 was in a Miami meeting with Pam --

5 MR. MEADOWS: Okay.

6 CHAIRMAN HEPP: -- and she found her
7 uncooperative. You've made your point.

8 MR. MEADOWS: Okay.

9 CHAIRMAN HEPP: Now you're just piling on.

10 MR. MEADOWS: Well --

11 CHAIRMAN HEPP: And if you want to include
12 it in there, that's fine, because at least if you
13 include it, then they'll have an opportunity to
14 respond in post brief. But again, I think your
15 point's been made.

16 MR. MEADOWS: Okay. Well, but here's
17 what -- okay. And tell me if this is going to be
18 helpful to you or not. Yesterday, before things
19 spiraled out of control, I said -- you know, I have
20 no personal axe to grind with Pam. I wanted to be
21 made whole. I want my grievance re-amended, and I
22 would like the membership to be aware of what she's
23 done because these kind of conducts cannot be
24 repeated by our elected officials is what I asked.
25 And I said I wasn't really seeking sanctions or

1 damages or fines. And that's your purview. You can
2 only decide the discipline.

3 But after what happened yesterday and
4 today, I would be perfectly okay if you went as far
5 as to expel her from the union. And I'm dead
6 serious. So I'm going to retract any acquiescence
7 on the level of discipline. I would like you to
8 mete out the maximum discipline possible.

9 So to that extent I think it's relevant
10 that this wasn't a one-time incident how she behaved
11 yesterday. And if it's important enough to you,
12 I'll put it in the record. If it's not, I'll stop.

13 CHAIRMAN HEPP: And I'm telling you that
14 she has -- we've given you wide latitude. She said
15 her piece. If you want to include her deposition,
16 that's fine. Point -- your point has been made.

17 MR. MEADOWS: All right. Kathy, could you
18 e-mail me a copy of that deposition and I'll call it
19 Exhibit LM36?

20 THE WITNESS: All right. I don't know if
21 I can e-mail it in the next few minutes.

22 MR. MEADOWS: But, you know, in the next
23 week or couple days.

24 THE WITNESS: Yeah. Oh, yeah.

25 MR. MEADOWS: And the only thing I'd

1 ask -- I understand what Captain Hepp is saying. I
2 don't want a dissertation, but if there's three or
3 four instances you want to point to, then maybe cite
4 the specific passages and sign as a declaration, you
5 know, but all I'm trying to establish is --

6 CHAIRMAN HEPP: Well, I mean, if she wants
7 to highlight it, that's fine, but she should include
8 the entire --

9 MR. MEADOWS: Yeah, include the
10 transcript.

11 CHAIRMAN HEPP: Out of context things
12 sound much different than if you read through the
13 discussion.

14 MR. MEADOWS: So I think it would be
15 helpful maybe with that to submit it with a
16 declaration that you attest that this is the
17 authentic deposition testimony of Pam Torell in your
18 proceeding. I just want to make it clear that -- I
19 mean, yesterday was kind of a mess. You weren't
20 here. I wish you were, but --

21 CHAIRMAN HEPP: Larry, if you don't have a
22 question --

23 MR. MEADOWS: Okay.

24 CHAIRMAN HEPP: -- let's hang up, press
25 on. You've given her -- you know.

1 MR. MEADOWS: Okay. So, Kathy, a couple
2 more then. I'll be very focused. I let her go
3 because I'm trying to be polite because I interrupt
4 everybody, so -- not my friends.

5 BY MR. MEADOWS:

6 Q. Okay. Kathy, let's do this real quick.
7 When did you write to Pam Torell and request a
8 membership card? Did you ever write a certified
9 letter or an e-mail to her? If so, how many times?

10 A. It wasn't certified letter. It was e-mail
11 in 2015. I believe it was -- I believe I sent a
12 letter and e-mail right after the -- sometime after
13 the union meeting and then for some reason in 2015,
14 I think it was.

15 Q. Did you cite --

16 A. Oh, exactly right after the deposition.

17 Q. What date was that we're talking about?

18 A. The deposition was August 18th, 2015.

19 Q. Okay.

20 A. Right after the deposition, Pam Torell had
21 indicated -- the one or two things I got out of her
22 in an eight-hour deposition was that I was an
23 inactive member, which I disagree with to this day,
24 but I was an inactive member and that APA had --
25 absolutely had the obligation to comply with the

1 Constitution and Bylaws.

2 Q. Wait a second. So she said you were an
3 inactive member?

4 A. She did.

5 CHAIRMAN HEPP: In August 2015?

6 THE WITNESS: Yes.

7 BY MR. MEADOWS:

8 Q. And you -- when you made this written
9 request, I know how you are, but did you do like a
10 lawyer and cite the chapter and verse in the C&B why
11 she was required to issue it?

12 A. I don't believe so. I may have, but she
13 admitted to me that APA national officers were
14 absolutely obliged to comply with the C&R -- C&B.

15 And during that deposition I specifically
16 remember this. I asked her why I had -- I had
17 repeatedly asked for a membership card and asked her
18 why she was not giving it to me, and I think one of
19 her responses -- I know one of her responses was,
20 because it shocked me, was there is no specific
21 deadline for me to give membership cards.

22 Q. Okay.

23 A. So right then she actually was -- I
24 believe was referring to the Constitution and
25 Bylaws. There's nothing in the Constitution and

1 Bylaws with a specific deadline.

2 Q. Okay.

3 A. So I knew at that point she knew that
4 there was a requirement to give one in the
5 Constitution and Bylaws, but her position was I
6 don't have to give you one for the next ten years if
7 I don't want to.

8 Q. Okay. So I guess my question is, so you
9 made --

10 CHAIRMAN HEPP: Now, ma'am. I'm sorry. I
11 hate to jump in. I just want to be clear. So
12 that's going to be part of the transcript that
13 you're sending us. Is that fair?

14 THE WITNESS: Yes.

15 MR. MEADOWS: Highlight that. Captain
16 Hepp is saying highlight that for him, break it out.

17 THE WITNESS: Yes.

18 BY MR. MEADOWS:

19 Q. Okay. So you orally in the meetings and
20 in writing requested a membership card. She
21 acknowledged you were inactive.

22 At the time she acknowledged you were
23 inactive, did she immediately issue you a membership
24 card thereafter?

25 A. No. She refused.

1 Q. Why?

2 A. Because there was no specific deadline,
3 and she didn't give me one until practically the eve
4 of trial because the court had -- in pretrial
5 discovery disputes, the court had said the issue of
6 your membership card -- what I did is I asked for a
7 membership card, and APA or Pam Torell refused to
8 give it to me. And then it came up in discussion in
9 some pretrial discussion. The court said, well,
10 we'll be determining that at trial.

11 And so -- because I tried to get it
12 sooner, and he said then they're going to have to
13 make a determination if they're not going to give it
14 to you, because the court -- the court couldn't
15 order it then because there was no trial or
16 anything, so I was kind of like jumping the gun.

17 MR. MEADOWS: So wait a second.

18 CHAIRMAN HEPP: So if I might.

19 MR. MEADOWS: Go ahead.

20 CHAIRMAN HEPP: So we have -- you have a
21 transcript that talks about Pam Torell saying
22 there's no deadline.

23 THE WITNESS: Correct.

24 CHAIRMAN HEPP: If I understand you
25 correctly, you asked a judge to have APA issue you a

1 card?

2 THE WITNESS: No. There was some -- they
3 were playing games.

4 BY MR. MEADOWS:

5 Q. Wait a second. That was in your lawsuit,
6 was it not? Didn't you ask to be given a membership
7 card in the lawsuit?

8 A. I told them they violated the LMRDA, and I
9 talked about the union meeting, I believe, and all
10 those issues were fact.

11 Q. I read your lawsuit. One of the claims
12 was getting a membership card, was it not?

13 A. It was -- it was a claim.

14 Q. Okay. So you were claiming in federal
15 court to be issued a membership card. Prior to the
16 trial she acknowledged you were a member inactive,
17 an inactive member, correct?

18 A. Yes.

19 Q. But she never issued a membership card.
20 So what -- and it was going to trial on the
21 membership card issue, so what happened? Did that
22 ever get decided by the judge?

23 A. No. On -- about a week before trial, I
24 got an e-mail from her out of the clear blue saying
25 I'm providing you an inactive membership card. And

1 then I believe I was told that this should allow me
2 to get in union meetings. So it appeared she did
3 not want it to be brought to trial.

4 Q. Okay.

5 A. And I had asked her several times during
6 the course of the litigation, but she refused to
7 give it to me. So on the eve of trial, I would say
8 practically on the eve of trial, she issued me a
9 membership card.

10 Q. Okay. Well, let me ask you this just
11 really briefly because I can sense --

12 CHAIRMAN HEPP: I think your point's made.

13 MR. MEADOWS: No, I'm -- okay.

14 BY MR. MEADOWS:

15 Q. But do you think as a result of not having
16 your membership card, did it really matter? Did you
17 suffer any harm?

18 A. Oh --

19 Q. What problems?

20 A. -- absolutely. We weren't allowed in
21 union meetings.

22 Q. Okay.

23 A. And I actually could not attend a union
24 meeting without permission for fear of some kind of
25 almost I felt physical retaliation at the last

1 meeting I attended.

2 CHAIRMAN HEPP: She's made the point.

3 A. So without a union membership card, I was
4 told I couldn't attend.

5 MR. MEADOWS: All right, Kathy.

6 A. And during that period of time, there were
7 decisions made concerning disabled pilots during the
8 period of time we were locked out of Challenge and
9 Response and locked out of the union hall, physical
10 union hall forum. There were decisions being made
11 regarding disabled pilots and the integration of the
12 seniority list and changes to the contract that we
13 had no input and were given no knowledge of.

14 BY MR. MEADOWS:

15 Q. You're talking about the JCBA and the SLI?

16 A. Yes.

17 CHAIRMAN HEPP: Larry, you've made the
18 point.

19 MR. MEADOWS: I'm asking her.

20 CHAIRMAN HEPP: She's made the point.

21 BY MR. MEADOWS:

22 Q. All right, Kathy, one last question. When
23 did you first learn about the presidential
24 interpretation that MDD pilots are active members?

25 A. Just before trial. I can't remember the

1 exact date.

2 Q. Okay. Are you aware the document was
3 dated June 30th, 2016?

4 A. I'm not sure the exact date of the
5 document.

6 Q. I'm saying it was. So it was dated
7 June -- since it was dated June 30th, 2016, when was
8 the first time you became aware of that
9 interpretation?

10 A. I do not recall. Sometime before -- right
11 before trial.

12 Q. Which -- what date is that?

13 A. My trial was November 28th through
14 December 1st. So sometime after it was issued and
15 before trial --

16 Q. Five, six months?

17 A. -- I became aware of it.

18 Q. Five months?

19 A. Yes.

20 Q. Okay. And --

21 A. I'm not sure exactly what date I became
22 aware of it.

23 Q. That's fine. All I'm getting at is, okay,
24 so we know the interpretation was issued on
25 June 30th, 2016. Did Captain Torell ever send you a

1 copy of that notifying you that your membership
2 status had changed?

3 A. No. And --

4 Q. Did anybody from APA call and notify you
5 your membership status had been changed to inactive
6 from non-member?

7 A. No. And no card was issued during that
8 five-month period.

9 Q. So -- because we talked about this. I
10 don't really know. In your opinion, what was the
11 purpose of this presidential interpretation? Do you
12 think it was for the good of us to make us inactive?

13 CHAIRMAN HEPP: It doesn't -- Larry.

14 MR. MEADOWS: Okay. I'm just asking
15 because I don't know the answer.

16 CHAIRMAN HEPP: And I don't know it, but I
17 don't think she does either.

18 MR. MEADOWS: All right, Kathy. I think
19 Captain Hepp is growing very impatient.

20 CHAIRMAN HEPP: No, I just --

21 MR. MEADOWS: They've been here a lot of
22 time, so I'm going to let -- I'll ask you, is there
23 any questions you guys have for Kathy Emery?

24 CHAIRMAN HEPP: No. I think the
25 information she's given us is consistent with what

1 we've heard, which I think is important for the
2 point you're trying to make. You identified what
3 happened at the Miami union meeting, which we've
4 heard before, and I get that.

5 THE WITNESS: I have one more comment to
6 make if I can about the removal of disabled pilots
7 from the phone directory.

8 I did find out after the trial that not
9 only had we been removed from C&R, at some point,
10 maybe in the far past, we were removed from the
11 phone directory.

12 And during the trial APA's counsel and APA
13 testified or wrote documents saying we had access to
14 all other functions in APA, and they also mentioned
15 the phone directory. I had never had a reason at
16 any time to use it, and I was contacted by a pilot
17 who had been looking for me for months but didn't
18 remember my name and they said you're not in the
19 phone directory.

20 So I immediately tried to contact Pam
21 Torell and ask her to put us in the directory, and
22 she refused to do that or ignored me. And I filed
23 the sound off. And it still didn't happen. So I
24 went to the January 19th domicile meeting, and I
25 attempted to propose --

1 BY MR. MEADOWS:

2 Q. How did you get in the meeting? Oh, you
3 mean after you got your membership card you went to
4 the meeting?

5 A. After I got my card, I was able to go to
6 the meeting. So I attempted to propose a resolution
7 to put MDD pilots back in Challenge and Response,
8 and I was -- I had my hand raised again and I got
9 overlooked again somehow.

10 And so another pilot I had talked to and I
11 gave him a copy of the resolution -- they were going
12 to close the meeting again. I gave him a copy of
13 the resolution, and he spoke up and said, no, no,
14 no, don't close the meeting, I'm going to propose
15 this resolution to put MDD pilots back on. So it
16 was seconded.

17 Q. The bottom line, takeaway from that is you
18 did get in that meeting, you had a membership card,
19 you got in that meeting, you were able to present
20 the resolution. And as a result of that and a bunch
21 of other actions, you've now gotten us all back on
22 the phone directory, the MDD pilots?

23 A. Correct. That's correct.

24 Q. So then having a membership card actually
25 served a good purpose in that case.

1 A. It did. But the fact is, it took a few
2 months to do that even though Pam knew about it, you
3 know.

4 Q. All right. I think they've heard all they
5 wanted to hear, but I do appreciate your time and
6 testimony on this. And --

7 A. Okay.

8 Q. And for the record, I want to thank you
9 for your efforts in federal court in getting us back
10 in C&R and the phone book.

11 A. Okay. Well, I'm glad it happened.

12 MR. MEADOWS: Okay. Thank you.

13 THE WITNESS: Okay. Take care, you guys.

14 CHAIRMAN HEPP: Thank you, Kathy Emery.

15 MR. MEADOWS: Thank you very much.

16 MS. HELLER: Thank you, Kathy.

17 THE WITNESS: You're welcome. Bye.

18 MR. MEADOWS: She is long-winded. I'm
19 trying to be polite, but --

20 CHAIRMAN HEPP: Do what?

21 MR. MEADOWS: I'm trying to be polite,
22 but, I mean, sorry.

23 CHAIRMAN HEPP: That's all right. No, no
24 reason to apologize. Just trying to keep you on
25 point. All right. Tab 2.

1 DIRECT TESTIMONY OF MR. MEADOWS, CONTINUED:

2 MR. MEADOWS: Tab 2. This will be quick.
3 Tab 2 is -- the first three pages are APA membership
4 reports from the time frame of the Article VII
5 charges being filed in April 2014. And I think a
6 couple things to note here are that in the second
7 section it says members not eligible to vote. If
8 you notice, the second one is bad, bad standing.
9 There's also another one called MBD, medical bad
10 standing. I have never been in either one of those,
11 bad or MBD.

12 So my contention would be if I was -- I
13 wasn't in good standing, I'd have to be in bad
14 standing and I'd have to be bad or M bad. And I
15 never was. So I would contend that that's another
16 reason why I was still in good standing.

17 The next page, it has a list of
18 non-members.

19 CHAIRMAN HEPP: All right. Hang on. Oh,
20 okay. I got it. All right. Members not eligible
21 to vote, bad, bad standing.

22 MR. MEADOWS: Yeah. So these are these
23 APA internal codes created by Captain McDaniels.

24 CHAIRMAN HEPP: No, no, no, I understand.
25 They're accounting functions. They're process

1 functions.

2 MR. MEADOWS: I don't really -- I thought
3 they were a bunch of monkey motion, but they're
4 really important because they categorize who's
5 eligible to vote or not.

6 CHAIRMAN HEPP: So how do we know who that
7 one person is that's not you?

8 MR. MEADOWS: Because the records do show
9 I was never in bad standing.

10 CHAIRMAN HEPP: Okay. Very good.

11 MR. MEADOWS: And then on page 2 it talks
12 about non-members. Now, I don't have it with me,
13 but they publish a list at every board of directors
14 meeting at the end of the non-member list. I will
15 assert that I've never been on that list as a
16 non-member.

17 And then the next section down is a
18 category of inactive members. Well, let me go back
19 to the first page. MDD is in the subheading of
20 members not eligible to vote. Okay?

21 Now, on page -- the next page, the bottom,
22 it specifically references inactive members.
23 Furloughed, furloughed bad standing, and TAGs. So
24 that's why, one of the reasons why I say we're not
25 inactive members because we're not categorized in

1 the status code as inactive. That's -- so that's
2 the purpose of that.

3 The next set of four pages right behind
4 that is the same thing.

5 CHAIRMAN HEPP: Didn't you mention earlier
6 that your grievance, the reason why you were given
7 the other -- the fourth silo is because you were a
8 TAG?

9 MR. MEADOWS: No, no. I asked to be
10 treated as a TAG. They refused. But the arbitrator
11 said that -- APA went in the record and said they
12 treated TAG pilots as all being sufficiently likely
13 to prevail and being reinstated to their job. And
14 he said in my case APA ignored its duty and treated
15 me arbitrarily because they didn't treat my
16 grievance for reinstatement to the seniority list as
17 sufficiently likely to prevail. I wasn't TAG.

18 CHAIRMAN HEPP: So basically what the
19 arbitrator was saying was MDD pilots were equivalent
20 to TAG pilots?

21 MR. MEADOWS: No. We, meaning Kathy Emery
22 and others, made the argument that we were just like
23 TAG pilots. He said we were not. But he did say
24 that TAGs, it was unequivocal that APA treated it
25 was that they were going to win their grievance.

1 But it was arbitrary for them not to treat MDDs for
2 the same reason, for these Section 11 grievances.

3 CHAIRMAN HEPP: Okay.

4 MR. MEADOWS: Okay? And the next four
5 pages is just the same exact thing from
6 September 2016 during the Article VII arbitration.
7 And the purpose -- it's just the same thing. So
8 over the course of four years or, I'm sorry, two
9 years plus, nothing's changed. All the same
10 arguments I just made are still relevant to date.
11 They haven't changed the rules at this time is what
12 I'm saying.

13 We can go to Tab 3 now. Okay. Tab 3,
14 mine's highlighted. I don't know if you can see it,
15 but coming down a few statuses you'll see that
16 there's a bad standing, not eligible to vote, bad.
17 Do you see that?

18 CHAIRMAN HEPP: Right.

19 MR. MEADOWS: I'm not bad, so I got to be
20 good is what I say. And then looking down the list
21 at the report heading in the right-hand column,
22 you'll see there's a few categories, FPA, FUB and
23 FUR are inactive members.

24 And if you go down to MDD, it doesn't say
25 they're inactive members. It says they're members

1 not eligible to vote. And this was prepared by
2 Rusty who is a self-admitted expert in membership
3 issues is what he said in the Article VII
4 proceedings. So it wasn't like some administrative
5 assistant prepared this stuff. I mean, they're
6 deliberately categorizing.

7 CHAIRMAN HEPP: But he's also
8 characterized these are just internal processes.

9 MR. MEADOWS: Yeah, I know. Yeah, they
10 mean nothing until they mean something for APA in
11 court. That's what it means.

12 Then the page -- there's pages after that
13 that are highlighted. And it's not relevant to
14 this, but it was just -- it was highlighting that
15 there was various statuses. This was done by Keith
16 Wilson. All the highlighted people were not allowed
17 in C&R, but the argument was that it was arbitrary
18 because furloughs and TAGs who were inactive were on
19 C&R, or TAG and MDI. The AUP allowed for active,
20 retired, and furloughed. TAGs and MDIs and a few
21 others were inactive members but they were also on
22 C&R, yet MDDs were considered inactive but not on
23 C&R. So we were arguing it was a selective
24 enforcement. That was where that argument came
25 from. That's it there.

1 Page 4, photocopy of my active membership
2 card that we discussed earlier. And behind it just
3 the relevant section of the C&B, Section 4,
4 Membership Credentials.

5 Tab No. 5 we discussed yesterday, and that
6 was APA group term life and voluntary accidental
7 death and dismemberment insurance plan document
8 dated January 1st, 2013, for active members.

9 And on the next page in the first table
10 there's a footnote number 1. And under the main
11 heading of active members, the footnote says
12 "Disabled members are considered active until age 65
13 or retirement."

14 So based on the previous three tabs, I
15 would say that that, combined with the fact that we
16 were on C&R for 15 or 20 years, shows that there was
17 a practice of treating us as active members.

18 And the judge in Emery kind of ruled that
19 she needed to be treated active and be restated to
20 C&R as an active member. I think she accepted she's
21 inactive but she needs to be treated as an active
22 member.

23 CHAIRMAN HEPP: All right. I'm sorry. I
24 need a minute.

25 MR. MEADOWS: Okay.

1 (Recess from 5:18 to 5:24)

2 CHAIRMAN HEPP: Tab 5.

3 MR. MEADOWS: Okay. Tab 5 we were done
4 with, I think. Were we? Can you read back the last
5 sentence?

6 (Requested text was read)

7 MR. MEADOWS: Moving to Tab 6. This is
8 just my member detail information dated, I don't
9 know why, October 4th, 2013. Just shows me as --
10 what does it show me? Oh, the relevance here is
11 it's the first time my seniority number disappeared
12 in the system. I was actually on the seniority list
13 until the summer of 2013, I think. No, at American
14 Airlines, I think on APA's website I stayed on -- I
15 had a seniority number until this date. That was
16 the first date. And American Airlines didn't
17 actually drop me off the list until mid-2012.

18 The next page is the membership profile as
19 of 7/23/2015 which was provided by, I guess, Captain
20 Wilson in his defense. I think what I was showing
21 there, what's significant there is my MDD -- my APA
22 status is MDD. APA status date, 10/24/11.

23 At that point I had been on disability for
24 eight and a half years and I was still on the list.
25 And after they terminated my disability benefits in

1 June of 2008, shortly thereafter American Airlines
2 put me back on the line status and treated me as an
3 active pilot. And you can see the AA status date is
4 9/3/2008. And I got actually -- okay. That's good
5 there. And then the next page.

6 CHAIRMAN HEPP: Well, hang on, hang on.
7 I'm trying to understand.

8 MS. HELLER: So your re -- your disability
9 benefits were reinstated and you were put back on
10 line status around the same time?

11 MR. MEADOWS: No, my disability benefit
12 status were terminated in June of 2008.

13 MS. HELLER: Okay.

14 MR. MEADOWS: In August 2008 the chief
15 pilot sent me a letter saying that I would be
16 terminated unless I got a medical within two weeks.
17 So I had to go apply for first class. I got a
18 denial. I handed it to them. For whatever reason,
19 when I submitted my medical, they put me in line
20 status even though I wasn't qualified.

21 MS. HELLER: What did it say before that?

22 MR. MEADOWS: I was on disability. But
23 then he terminated me and I was -- the status --
24 that's why the Status 1 report is all wrong. It
25 showed me in this gap of nothing all that time

1 because he didn't know what to do with me. I was on
2 the seniority list, I wasn't on disability, I wasn't
3 on sick leave, and I was just in limbo.

4 And the chief pilot, when he realized what
5 it was, he was like -- it was an automatic trigger
6 to demand my medical. But once he realized what my
7 status was, he didn't want to get involved. He just
8 said don't worry about it. And I think Miami I was
9 put back on the line for some reason.

10 CHAIRMAN HEPP: So --

11 MR. MEADOWS: That was the company's
12 decision. I don't know why.

13 CHAIRMAN HEPP: Your AA status date just
14 happens to coincide with the loss of your disability
15 benefits?

16 MR. MEADOWS: The termination -- they were
17 terminated in December of 2012. I appealed it in
18 June of '08. They denied my appeal. So my
19 benefits -- my first disability claim was denied,
20 finally denied in June of 2008. In August of 2008,
21 I was asked by the chief pilot, hey, you're in
22 unauthorized leave of absence, you need to submit a
23 medical in two weeks.

24 I submitted it. Then they put me in an
25 active line status, which at the time who's going to

1 complain about that. But my lawyer seems to think
2 it was a deliberate move to make it appear as if I'm
3 still employed, that they weren't antagonizing me or
4 coming after me with a disability lawsuit. Because
5 at that point the disability lawsuit was filed and
6 moving forward, or it was getting ready to be filed
7 based on that claim. So that's it.

8 And the next page, this was delivered by
9 Keith Wilson in the Article VII hearing.

10 CHAIRMAN HEPP: Whoa.

11 MR. MEADOWS: What?

12 CHAIRMAN HEPP: Can't read it.

13 MR. MEADOWS: Well, the only thing that's
14 important is the top. It's dated 6/5/2013. And it
15 says -- it's a Manage Members tab, some kind of
16 software they use, and it says Lawrence Meadows is a
17 regular member, whatever that means.

18 MR. THURSTIN: I'm sorry. Where did this
19 come from, Larry?

20 MR. MEADOWS: This came from Keith Wilson
21 last year in his defense at the Article VII
22 proceedings. So it doesn't say I'm inactive or in
23 bad standing. It says I'm regular. Yeah, it says
24 regular member in the drop-down also.

25 MS. HELLER: Yeah, regular member. And

1 then that drop-down, I don't know what the other
2 options are.

3 MR. MEADOWS: So it's saying I'm regular,
4 but then in the bottom of it it's showing I'm MDD.
5 So as an MDD I'm still being coded as a regular
6 member. So I think that's kind of relevant. It's
7 just one more piece of evidence that I'm regular and
8 not uniquely --

9 CHAIRMAN HEPP: Irregular.

10 MR. MEADOWS: -- irregular, bad or
11 inactive.

12 And finally, I think from that same
13 proceeding -- what is this? This is -- oh, this is
14 from me for comparison purposes. This was a profile
15 I had dated 6/10/2013, and nothing's changed. The
16 APA status and the AA status and dates remain the
17 same as they were in the previous document. So
18 after 2013 there was no change in my status.

19 So I guess -- I remember now the purpose
20 of these. What I was trying to show is I was in
21 this regular member status, even though I was MDD.
22 I was kind of in a line status by the company. And
23 nothing really changed until the C&R lockout, and
24 then there was like a bunch of changes in membership
25 status.

1 CHAIRMAN HEPP: Yeah, I don't -- I
2 don't -- and what are you trying to show with this?

3 MR. MEADOWS: Just trying to show I'm
4 still being considered as a regular member.

5 MS. HELLER: There was something you said
6 about the first time your seniority number was no
7 longer --

8 MR. MEADOWS: Yeah, back on the very first
9 page.

10 MS. HELLER: That was October 2013?

11 MR. MEADOWS: Well, I think APA showed me
12 having a seniority number I think until 10/4/2013.
13 That's why I printed that one. And the company says
14 I lost my number on 11/24/2011. But in FOS on my
15 HI-1s, I was on the seniority list until August of
16 2012.

17 MS. HELLER: Because this June of '13 has
18 your seniority number zero on your member profile.

19 MR. MEADOWS: Does it?

20 CHAIRMAN HEPP: Yeah.

21 MR. MEADOWS: Yeah, I have documents
22 submitted to Judge Lane that my HI-1 from August of
23 2012 showed me being on the list.

24 MR. THURSTIN: Chuck, can I add any
25 information?

1 MS. HELLER: Company versus union.

2 CHAIRMAN HEPP: I'm sorry?

3 MR. THURSTIN: Can I add information to
4 support him?

5 MR. MEADOWS: If he supports me, he can
6 add whatever he wants.

7 MR. THURSTIN: Yeah. I mean, when the
8 HI-1s come out, they're in arrears, you know, the
9 HI-1, HI-2. So they're a little bit in arrears.
10 And can you tell me the dates one more time?

11 MR. MEADOWS: Well, in other words, I fell
12 off the seniority list according to American on
13 October 24th, 2011, but I remained on the list in
14 the HI-1s all the way through August of 2012.

15 MR. THURSTIN: Oh, never mind then.
16 Disregard. Sorry.

17 MR. MEADOWS: And what's important about
18 that was they're trying to say I'm losing -- it's
19 not really correct, but it didn't help matters here,
20 but American argued that me losing my seniority
21 number and being removed from the list and
22 terminated was -- it's a bad debt is what it -- in
23 bankruptcy court, so I was on the bad debt. I'm a
24 bad debt. Losing my seniority number and being
25 terminated is considered a bad debt to the

1 bankruptcy court. And to collect on it, it has to
2 be preserved in a proof of claim. And that's why
3 it's relevant.

4 So I'm just like a number, like a monetary
5 number to the bankruptcy court, and that's the way
6 they treated it. And I don't think it's proper
7 because there's weird case law. Firing police
8 officers, for example, under collective bargaining
9 agreements, your seniority number and employment is
10 a property right. Under the Railway Labor Act it's
11 split. Half the people say it is, half the people
12 say it isn't. But that's relevant because they
13 can't discharge a property right in bankruptcy
14 court. So if I have a property right in employment
15 and seniority number, then it doesn't matter if they
16 did the grievance. But that's a tough argument to
17 hold. It's a crapshoot. So anyway, that's
18 relevant. Page 7.

19 MR. THURSTIN: Tab 7?

20 MR. MEADOWS: Tab 7. This is final demand
21 for membership and account records. So this is
22 dated August 3rd, 2013.

23 MS. FLETCHER: '15.

24 MR. MEADOWS: I'm sorry, '15. And this is
25 after the hearing that was held, the Article VII

1 hearing for Meadows versus Wilson, which was between
2 July 22nd and July 24th. And I think I make an
3 issue that I've asked to come in and inspect the
4 records as per the C&B and I was denied that. She
5 was called as a witness, and she said she couldn't
6 appear because she was flying. And while we're
7 sitting in here during a meeting on the 22nd, she
8 was getting paged on the intercom because she was in
9 the building. And then the next day it was clear
10 she was here and we tried to call her as a witness
11 and she refused to appear. And she would never let
12 me inspect the records, and it precipitated this
13 letter. So I'm asking for my records. And I think
14 it finally took a letter from Captain Hepp that got
15 me the records. They came to him and he sent them
16 to me shortly thereafter.

17 And right on the last page of this
18 actually is the letter from Captain Hepp. Three
19 weeks later -- so a month after -- because that was
20 one of the things that was promised to me in a
21 hearing and it just didn't come, and so Captain Hepp
22 made sure I got it. Okay. Tab 8.

23 CHAIRMAN HEPP: Hang on. Let me catch up.

24 MR. MEADOWS: Tab 8 was discussed
25 yesterday, and that's what Pam Torell went out and

1 filed and got a different version. But basically my
2 what they called last time in the -- this was
3 produced for purposes of Keith Wilson's Article VII
4 production after the hearing. And this was
5 considered my APA membership accounting log. And
6 what it shows is I paid all my dues up to the date
7 of disability and no delinquencies.

8 Okay. Then moving on to Tab 9, this is a
9 e-mail blast from the Miami domicile dated
10 July 21st. I'm sorry. Yeah, July 21st, 2014.
11 Yeah. Okay. So it's dated July 21st, 2014. And it
12 says, "Please bring your APA ID." That's
13 highlighted. And the meeting was being attended by
14 Captain Wilson and Pam Torell and Mark Stephens.

15 So that was the first time ever I went
16 back and had all the old ones printed out. They had
17 never asked for a membership card at our meeting
18 before officially, so that was the point of that.

19 Moving on to Tab 10.

20 MS. FLETCHER: One second. What was the
21 date of the meeting that Kathy Emery got into?

22 MR. MEADOWS: It was in the summer of
23 2014. So this --

24 MS. FLETCHER: It could have been this
25 meeting?

1 MR. MEADOWS: Yeah, it's right here.
2 Yeah, this was posted July 21st, 2014. The meeting
3 itself was on July 28th, 2014. That's the meeting
4 Kathy Emery got into but wasn't recognized.

5 And now we're moving on to Tab 10. This
6 is six months after the C&R lockout and realizing
7 now that we're being totally treated as non-members
8 and excluded from everything. And even though they
9 report -- so basically because Steve Hoffman
10 asserted I was a member in these final briefs in the
11 tail end of 2014, I said, okay, I want my membership
12 card.

13 So I wrote a certified letter, cited
14 Article III, Section 4, which highlighted Captain
15 Torell's requirement to issue a special membership
16 card to me as an inactive member. And I never
17 received a response from either her or their counsel
18 on it.

19 Oh, actually I take it back. I never
20 received a response from Captain Torell. However, a
21 week later I did receive a response from
22 Mr. Hoffman. And Mr. Hoffman responded on
23 December 10th, 2014. "To be perfectly candid, this
24 card request is a red herring. Each of the issues
25 you raise, including your membership status, was

1 raised in the district court in Utah and addressed
2 by the parties and the court in its decision to
3 dismiss your complaint. I direct you to the briefs
4 in the case and the Court's decision. The APA takes
5 no issue with the Court's decision and will not
6 reopen or further address issues that were raised in
7 that litigation."

8 So really that was an evasive comment. He
9 told the court that I'm a member of APA for purposes
10 of taking my grievance. The court agreed and ruled
11 that way. And I asked for a membership card based
12 on that representation, and he refused. Pam Torell
13 ignored it, deferred it to him, and he refused to
14 issue it.

15 So she converted my membership rights
16 under the C&B into a legal matter by deferring it to
17 legal. And I don't think there's -- that may be
18 prudent as far as she's concerned, to take legal
19 advice, but there's no exception in the C&B to allow
20 her to take legal advice and ignore the requirements
21 under which she's obligated.

22 Okay. That's it in that one. Now, moving
23 on to Tab 12.

24 CHAIRMAN HEPP: Hold on a sec.

25 MR. MEADOWS: Okay. Tab 12. This is the

1 presidential constitutional interpretation issued by
2 former APA president Captain Keith Wilson dated
3 June 30th, 2016. So he basically is citing the
4 relevant sections of the Constitution and Bylaws of
5 Article III, Membership. And he goes in a little
6 discussion. He has some findings.

7 And then it comes to in the end his
8 interpretation. And he says, "A pilot who has
9 become an inactive member on account of C&B Article
10 III, Section 2(C)" -- meaning you get transferred to
11 inactive status -- "and later loses his seniority
12 under Section 11.D or Supp F of the CBA retains his
13 or her status as an inactive member until such time
14 as the pilot returns to active employment under the
15 procedures described above, or the pilot's APA
16 status changes for some other reason; for example, a
17 voluntary resignation from APA or the exercise of
18 retirement rights," which is kind of saying, like
19 under the LMRDA, if you've withdrawn your
20 membership, you know. Otherwise, you wouldn't be
21 inactive.

22 So, now, what I will say, going back on
23 this page, you'll notice he's making references to
24 Section 11.D and Supplement F of the collective
25 bargaining agreement under his findings. And then

1 he goes on to say that -- the thing that's really
2 offensive in here is it says, "The C&B does not
3 expressly address whether a member who has become
4 inactive due to twelve-month leave of absence on
5 account of sickness or injury," not disability,
6 sickness or injury, because that's the language in
7 11.D, sickness or injury -- "to retain his or her
8 inactive membership after his employment terminates
9 on account of Section 11.D or Section F(1)'s
10 five-year cap on leaves of absence for sickness or
11 injury."

12 So what I find offensive here, this is a
13 pattern that went into the declaration testimony and
14 depositions of Wilson, McDaniels, and Myers saying
15 that your employment terminates. So my contention
16 would be, like all the arguments made earlier, under
17 the 2004 pilot LTD plan, letter KK in the CBA, I'm
18 absolutely a pilot employee who receives W-2
19 employee wages, so my employment couldn't have
20 terminated. I'm still accruing credited service.

21 And if you read -- I don't want to go into
22 it, but if you went to Section 11, all it says is
23 after five years you cease to retain and accrue your
24 seniority. And then in the seniority section, it
25 refers to retention of seniority is relative.

1 There's no mention of whether you're removed from
2 the list or whether you're terminated in your
3 employment.

4 And I think because Keith Wilson is not
5 only reinterpreting the C&B, he's interpreting the
6 CBA, he's violating the Railway Labor Act and
7 therefore this document arguably is void and
8 unenforceable on its face. If I took this to court
9 and challenged it, I could probably have it
10 invalidated, depending what you guys do here, but he
11 can't do both.

12 But that's -- unfortunately, by doing
13 that, they've created this quagmire for people like
14 me and Emery. We'll never be able to get back
15 because we're terminated. Now the company -- the
16 union's aligned with the company's arguments that
17 we're terminated. And keep in mind, Bennett Boggess
18 specifically said I was not terminated. I'll show
19 you that letter later.

20 Okay. Now we're going on to Tab 13.

21 CHAIRMAN HEPP: Hang on. Okay.

22 MR. MEADOWS: Okay. Tab 13 is a
23 nonspecific letter dated December 16th, nonspecific
24 date or to a specific addressee. It's a form letter
25 from Pam Torell saying, "Enclosed is your 2016

1 Allied Pilots Association membership card. Along
2 with identifying you as an APA member, your card has
3 a variety of useful features." And that's it. And
4 then there's a copy of the membership card I
5 currently hold. And that came a week after the
6 Emery trial.

7 Okay. Tab 14 we've already discussed in
8 detail. That was the Annable versus Wissing AAA
9 arbitration which is the original arbitral decision
10 of a member in good standing dated January 10, 2005.
11 That's Arbitrator Wolitz.

12 And please turn next to page -- Tab 15.

13 CHAIRMAN HEPP: Hold on.

14 MR. MEADOWS: Okay. Tab 15 is the appeal
15 board -- APA appeal board decision in Sproc versus
16 APA National Officers. And that was basically
17 discussing whether inactive disabled pilot Joe
18 Barkate was still a member in good standing. And
19 the appeal board concluded he was based on
20 Arbitrator Wolitz's prior decision that a member in
21 good standing is someone who's paid all their dues
22 at the time they went on disability.

23 And on the very back of that, the last
24 page in that tab, it's not really related to that,
25 but it's -- it is Joe Barkate's member lookup. And

1 I just printed that out, but it does show him on MDD
2 status as of now. And my understanding is he was
3 MDD effective on or around 2013.

4 CHAIRMAN HEPP: So the date of this is --
5 when did you pull this?

6 MR. MEADOWS: Looks like 7/19/2015.

7 CHAIRMAN HEPP: Oh, okay. I'm sorry.

8 MR. MEADOWS: Probably for the Wilson
9 Article VII hearing. That's it there.

10 CHAIRMAN HEPP: Okay.

11 MR. MEADOWS: Okay. Please turn to Tab
12 16. We touched on this earlier. I think the first
13 page is a general layman's version of the LMRDA.
14 And the key -- key points there are highlighted.
15 The union member bill of rights, which is equal
16 rights to participate in union activities, freedom
17 of speech and assembly, protection of right to sue,
18 which we discussed.

19 Also, on the bottom of that page, this is
20 relevant to the section entitled Union Officer
21 Responsibilities. It says, "Financial Safeguards.
22 Union officers have a duty to manage the funds and
23 property of the union solely for the benefit of the
24 union and its members in accordance with the union's
25 constitution and bylaws. Union officers or

1 employees who embezzle or steal union funds or other
2 assets commit a Federal crime punishable by a fine
3 and/or imprisonment."

4 So I would say the conversion of the value
5 of my grievance was property of the union and
6 myself, and it was in turn given back to the
7 company. So that's relevant.

8 Then right after that there's the formal
9 LMRDA statute in full. I don't know how many pages
10 it is, but it's probably like 10 or 15 pages. And
11 what was relevant there, we discussed earlier, was
12 the definitions section, 29 U.S.C. 402. It defines
13 a person as one or more individuals, labor
14 organizations or whatever, and it defines labor
15 organizations. So APA is a labor organization.
16 It's bound by this statute.

17 And the relevant thing we discussed
18 earlier was that the definition of member or member
19 in good standing, I meet all that. So under the
20 LMRDA I argued that Lawrence Meadows is a member in
21 good standing of the LMRDA, so he must be a member
22 in good standing under the C&B.

23 And it talks -- it talks in detail about
24 the union member bill of rights, protection of right
25 to sue, civil enforcement, and it talks about the

1 reporting obligations of Captain Torell. There's
2 relevant passages in there about her duty, her
3 fiduciary responsibilities to report, retention of
4 records. And then it talks about -- it has the
5 criminal provisions and civil enforcement provisions
6 if she doesn't comply with those things.

7 And then towards the back in Title 5,
8 Safeguards for Labor Organizations, it talks about
9 the fiduciary responsibility of officers of labor
10 organizations. And I think it basically says it's
11 the duty -- it talks about all the officers and
12 agents of the union. It says, "Therefore, it's the
13 duty of each such person, taking into account the
14 special problems and functions of a labor
15 organization, to hold its money and property solely
16 for the benefit of the organization and its members
17 and to manage and invest the same in accordance with
18 the constitution and bylaws and any resolutions of
19 the governing bodies adopted thereunder, to refrain
20 from dealing with such organization as an adverse
21 party or in behalf of an adverse party in any matter
22 connected with his duties and from holding or
23 acquiring any pecuniary or personal interest which
24 conflicts," blah, blah, blah, blah, blah.

25 But this is all relative to the LMRDA.

1 I'm just bringing them up.

2 The next page, under 29 U.S.C. 402 (sic)
3 there's a bonding requirement.

4 CHAIRMAN HEPP: I'm sorry. Where are you
5 now?

6 MR. MEADOWS: The next page, Bonding,
7 29 U.S.C. Section 502. And that talks about that,
8 "Every officer of a labor organization or of a trust
9 in which a labor organization is interested and who
10 handles funds or property thereof shall be bonded to
11 provide against loss by reason of acts of fraud or
12 dishonesty on his part directly or through
13 connivance with others."

14 And I think in the -- what I was pointing
15 out in the tax returns was that APA -- the tax
16 returns signed in 2013, '14 and '15 and '16 by Pam
17 Torell are all consistent in that she acknowledges
18 that they have a bonding plan and she's insured for
19 up to \$500,000 for those type of things. And that's
20 it there.

21 Section 17 or Tab 17. This is the
22 arbitral decision in the Article VII proceedings of
23 Sproc versus Allied Pilots Officers. We discussed
24 this in detail earlier. And this was all about the
25 fact that the parliamentary law is Robert's Rules

1 and it has the doctrine of hierarchy of laws which
2 means that the C&B can't preclude federal statute to
3 include the Railway Labor Act and the LMRDA.

4 And that's all I have to say there because
5 we discussed that pretty much in detail.

6 MS. FLETCHER: Say that again?

7 MR. MEADOWS: That's all I have to say
8 there.

9 MS. FLETCHER: No, before that.

10 MS. HELLER: I think you said basically
11 that according to --

12 MR. MEADOWS: Yeah. So the relevant -- I
13 think the takeaway from that was that APA is
14 governed by the parliamentary law of Robert's Rules
15 of Order who has the doctrine of the hierarchy of
16 laws which states that basically the C&B is
17 subordinate and it can't preclude federal laws or
18 statutes. And he specifically says the Railway
19 Labor Act. I say by extension it has to include the
20 LMRDA. That's all.

21 So I think that that is a mechanism -- as
22 a board you guys are bound to look at charges under
23 the C&B, but I think that's an indirect way to pull
24 in these federal statutes. I don't think you -- I
25 don't think you guys can enforce federal statutes.

1 I'm certain the appeal board cannot enforce federal
2 statutes. But I think it's relevant for you guys to
3 know what obligations extend beyond the C&B because,
4 again, the C&B is not in a vacuum, and it's just one
5 document linked to everything external to it, so --

6 CHAIRMAN HEPP: Got it.

7 MR. MEADOWS: All right. Please move to
8 Tab 18. Okay. There's two documents in here.
9 First one is my grievance, number 12-011. And I
10 guess I'll just read it into the record. It's dated
11 February 4 of 2012.

12 And it says "Dear Captain Hale," from
13 Lawrence Meadows to Captain -- or Chief Pilot Robert
14 Raleigh, R-A-L-E-I-G-H, and also to Captain John
15 Hale, the executive vice president of flight.

16 It says, "Dear Captain Hale, I am writing
17 to grieve the improper assertions and actions, made
18 via e-mail by Scott Hansen, director of headquarters
19 flight administration, with respect to my employment
20 status, seniority, and discharge. For the record, I
21 have never been contacted by, nor received any
22 formal notice from my supervisor, Miami Chief Pilot
23 Raleigh, with respect to any of the above. Keep in
24 mind I have disability that affords me rights and
25 protections under the Americans With Disabilities

1 Act. Moreover, on December 6, 2011, the company
2 acknowledged such when they re-approved my pilot
3 long-term disability benefits.

4 "In blatant violation of the ADA, I was
5 unilaterally removed from the pilot seniority list
6 and discharged from American Airlines, not by my
7 supervisor, but instead by Mr. Hansen, who also
8 denied me additional sick leave as a reasonable
9 accommodation. Notwithstanding the fact that the
10 EEOC Enforcement guidance on the ADA and Psychiatric
11 Disabilities, paragraph 29, clearly states that
12 no-leave policies, such as the company's five years
13 maximum sick leave rule, are strictly prohibited.
14 Instead, I have been granted -- I should have been
15 granted additional leave as a reasonable
16 accommodation as long as necessary to meet the
17 medical requirements of my job. In the interim, the
18 company is required to keep my job and position,
19 i.e., seniority, open until I am able to return to
20 work.

21 "Furthermore, I protected then, as I am
22 now as a federal whistleblower. Yet Mr. Hansen,
23 acting in a nonsupervisory capacity, asserted that
24 he revoked my seniority and discharged me from the
25 company, which constitutes a blatant violation of my

1 rights and protections under federal law."

2 And I cite Sarbanes-Oxley Section 1107,
3 criminal penalties for retaliation against
4 whistleblowers. And it says, "Whoever knowingly,
5 with the intent to retaliate, takes any action
6 harmful to any person, including interference with
7 the lawful employment and livelihood of any person,
8 for providing to a law enforcement officer any
9 truthful information relating to the commission or
10 possible commission of any federal offense shall be
11 fined under this title, imprisoned not more than ten
12 years, or both.

13 "Therefore, as provided under Section 21
14 of the Pilots CBA, please consider this my formal
15 request for grievance on the above matter."

16 So that was filed by me personally because
17 Bennett Boggess had refused. Prior to filing that
18 grievance personally, I made a request to my base
19 reps in Miami, Scott Iovine. I wanted them to
20 invoke the internal -- internal dispute resolution
21 procedures for me and file a grievance.

22 In turn, I never heard back from my base
23 reps. I got this response via certified mail from
24 Bennett Boggess dated November 18th, 2011. And it's
25 from Bennett Boggess to myself regarding medical

1 disability reinstatement.

2 CHAIRMAN HEPP: Can you hold there for a
3 second?

4 MR. MEADOWS: Sure.

5 (Off record from 5:56 to 5:58)

6 MR. MEADOWS: So I identified the
7 document, and it was Bennett Boggess' response to my
8 request for grievance. And he's basically saying,
9 "In your electronic message, you requested APA's
10 assistance with respect to your quote-unquote
11 termination by the company. Your correspondence has
12 been forwarded to me for response."

13 He goes through a litany of things of all
14 the APA he thinks has done for me. And then he
15 concludes that, "In response to your concerns
16 regarding APA's future action in addressing your
17 termination, let me clarify that the company did not
18 terminate you. Rather, your employer is seeking to
19 exercise administrative procedures contained in the
20 collective bargaining agreement, CBA. Specifically,
21 pursuant to Section 11.D of the CBA."

22 Says, "The company now asserts they had no
23 choice but to drop you from the seniority list."
24 And he goes on to say that, "Being administratively
25 dropped from the seniority list differs from being

1 involuntarily terminated, which is considered a
2 permanent separation. Among other distinctions,
3 should you obtain your first class medical, you may
4 request to return to active status if approved by
5 both the company and APA."

6 So what's relevant here is that all sounds
7 pretty good; the reality is they've done a complete
8 180 and they've gone to federal court and all these
9 declarations saying that people like us are
10 terminated, contradicting what Bennett Boggess has
11 said. So that's not cool. But not good for
12 Bennett. And then there's just attachments that
13 were on that letter.

14 CHAIRMAN HEPP: So this was Hansen's
15 letter that was referred to?

16 MR. MEADOWS: Yeah, Hansen's letter that
17 he wrote to me which was written two weeks after I
18 threatened a Sarbanes-Oxley complaint in mediation,
19 or less. Okay?

20 CHAIRMAN HEPP: Okay.

21 MR. MEADOWS: That's it. Moving forward
22 to Tab 19. We discussed all these yesterday, so
23 I'll go through them quick. E-mail from me to --

24 CHAIRMAN HEPP: Hang on. I'm sorry. Just
25 one second. I just noticed the e-mail.

1 MR. MEADOWS: Yeah. They're in reverse
2 order, so really if you go to page 2, it's the
3 communique from Scott Shankland saying he's going to
4 preserve grievances in the APA proof of claim.

5 CHAIRMAN HEPP: Where are you now?

6 MR. MEADOWS: Tab 19, page 2. So it's in
7 reverse. It's an e-mail chain.

8 CHAIRMAN HEPP: Right.

9 MR. MEADOWS: So I got this thing on
10 July 5th, 2012, subject, "Proof of claim form filing
11 deadline approaching" from the former
12 secretary-treasurer, Scott Shankland.

13 He's basically saying, yeah, we're going
14 to file all your claims for grievances with the APA
15 and you, pilot, only have to file claims for
16 personal injury -- or personal disability, workmen's
17 comp, or personal business.

18 I wrote a letter immediately to APA legal
19 and asked if they were going to confirm that they
20 were preserving my proof of claim. And they
21 advised, yes, we're filing a proof of claim for your
22 grievance. So that means that by the bar date APA
23 put Grievance 12-011 in the record, which I think is
24 significant. As we read the grievance, it's kind
25 of -- you know, obviously it's under the contract

1 under Section 11 because I was removed under the
2 five-year rule, but I went on to cite what I thought
3 were the contributing factors of statutory law of
4 retaliation under Sarbanes-Oxley and discrimination
5 under ADA. So, clearly they were in the grievance.

6 And under federal law it goes both ways.
7 Some collective bargaining agreements specifically
8 incorporate these ADA provisions and so on. Some
9 don't. Most arbitrators say the CBA can't exist in
10 a vacuum and that these federal statutes, just like
11 the Robert's Rule thing, is deemed to be dovetailed
12 in. So just because our CBA doesn't have the ADA
13 clauses in there doesn't mean that they can violate
14 the ADA.

15 But that's a big, tough argument because
16 you're always going to get railroaded with the
17 Railway Labor Act preemption and so on. I just
18 wanted to raise that issue. That's why I think it
19 was important when APA preserved my grievance, it
20 speaks for itself that it was contractual under
21 Section 21 and under ADA and Sarbanes-Oxley.

22 So if that grievance got preserved, those
23 claims should have been reserved. American was on
24 notice of the value of those claims through the
25 grievance briefs which discussed Sarbanes-Oxley and

1 the value of the claim. But the bankruptcy court,
2 like I say, they kind of -- APA and American worked
3 hand in glove to defeat me. Where the company
4 asserts this is -- you can only pursue contractual
5 claims. Union says, well, it's not contractual,
6 it's statutory, but we don't believe the statutory
7 claims are good or bad claims. It wasn't true. And
8 that's where I was kind of left, as I explained
9 earlier.

10 Okay. Oh, and I don't think it's
11 relevant, it's kind of extraneous, but along those
12 lines you have American Airlines made a couple
13 specific arguments. One, they argued, I don't know
14 why, but they said that I couldn't go outside the
15 bankruptcy court, I had to exhaust my remedies
16 through Grievance 12-012. Not my Grievance 12-011,
17 12-012, the one filed by the DFW base for Section
18 11.D. They said once that's resolved, that would
19 resolve my claims and that should be my remedy, but
20 that's never been moved forward.

21 Subsequent to that, they came and told the
22 Department of Labor you should stay these
23 proceedings, you cannot decide the statutory claims
24 unless it's been decided he was terminated in
25 violation of the contract first. And under the

1 Railway Labor Act, only a system board has exclusive
2 jurisdiction to decide my employment status.

3 The Department of Labor didn't care. They
4 were like, we're moving forward with the statutory
5 claims. But American's position was that you can't
6 go to your statutory claims until you get decided
7 under a Railway Labor arbitrator. Yet APA's saying
8 we're not arbitrating your grievance because --
9 we're not going to arbitrate it because it's
10 statutory. So they're contradicting American
11 Airlines. So this is the vicious circle I'm in.
12 There's no way to square the circle. It's just like
13 an endless pattern here.

14 MS. HELLER: APA is saying that the
15 contractual portion of your grievance is --

16 MR. MEADOWS: They're saying it's not a
17 contractual claim, it's a statutory claim. That's
18 why they didn't take it to system board. Yet they
19 elevated it to a prearbitration conference on the
20 basis of it being a legitimate contractual
21 grievance.

22 Arbitrator Goldberg has acknowledged it's
23 a legitimate contractual grievance and a winnable
24 one. So has Mark Burdette, the former V.P. of labor
25 relations. But that's the kind of game they play.

1 This is statutory, sorry, nothing we can do for you,
2 Meadows, knowing that they didn't support the
3 statutory -- they could have said we don't think the
4 statutory claims should be arbitrated but we think
5 they should move forward with the Department of
6 Labor. That stuff was all teed up and set for trial
7 with the Department of Labor two times. You know,
8 but they were really contentious. We had Parker as
9 a witness and Arpey as a witness. They were not
10 liking it, and they came after it pretty hard.
11 Okay.

12 CHAIRMAN HEPP: Hold on.

13 MR. MEADOWS: And what I -- as you'll see
14 as we go a couple documents ahead, I was going to do
15 it last night. It's not worth submitting an
16 inch-thick document of the original APA proof of
17 claim showing that my grievance was on there because
18 it's become abundantly clear that it was on there on
19 the next document. But I left that out, but that's
20 in between all this. So there was -- I just -- for
21 the record, Captain Shankland did what he said he
22 was going to do with the thing and filed my
23 grievance on the APA proof of claim in July of 2012.

24 Then coming around December 2012, American
25 Airlines and APA entered into what they call the

1 settlement consideration and bankruptcy protections.

2 MS. HELLER: What are you looking at now?

3 MR. MEADOWS: And this is Tab 20.

4 MS. HELLER: Okay.

5 MR. MEADOWS: This is in the bankruptcy
6 court records as Document 5800, the exact same
7 document. That's a much more lengthy document. But
8 the end result of Document 5800 is Letter of
9 Agreement 1201 which is incorporated into the, at
10 the time, the 2013 CBA and now into the 2015 JCBA.
11 And we -- at the back of that there's Exhibit 1 and
12 shows the grievances excluded from the settlement.
13 In other words, all the other grievances were just
14 basically thrown out, and these were allowed to go
15 forward. Mine is -- 12-011 was preserved, 12-012
16 was preserved, and 11-054 was preserved, all related
17 to Section 11.D. And that's it.

18 And next we'll be moving forward to Tab --

19 CHAIRMAN HEPP: So, just again, because we
20 had the same confusion earlier, Exhibit 1 were
21 grievances that were removed.

22 MR. MEADOWS: Excluded.

23 CHAIRMAN HEPP: From the proof of claim.

24 MS. HELLER: No.

25 MR. MEADOWS: No, no, from the settlement.

1 CHAIRMAN HEPP: Oh, oh, oh, excluded --

2 MR. MEADOWS: So the grievance was -- my
3 grievance and all of them that were a matter of
4 record in 2012 were preserved by APA in their
5 general proof of claim. Then in December 2012 they
6 did a bunch of horse trading. Out of 276
7 grievances, they just threw away 230 of them. They
8 only preserved the 36 most meritorious grievances,
9 and mine is one of them. And they were -- when they
10 say excluded, what it means is that's good because
11 they're not getting disallowed. They're moving
12 forward against the company.

13 MS. HELLER: They haven't been sold
14 basically.

15 MR. MEADOWS: They're a valid claim.
16 Yeah, they're valid.

17 MS. HELLER: In exchange for the
18 settlement.

19 MR. MEADOWS: Haven't been expunged.

20 MS. HELLER: The settlement gave them what
21 aside from -- what did it give the APA?

22 MR. MEADOWS: The APA got
23 \$21.5 million for 10 and a half million dollars of
24 bankruptcy --

25 THE REPORTER: Say that again.

1 MR. MEADOWS: As a result of the
2 bankruptcy settlement agreement, the Allied Pilots
3 Association received approximately
4 \$21.5 million from American Airlines in cash and
5 stock for the purposes of defraying bankruptcy
6 related expenses, which totaled the amount of
7 approximately \$10.5 million or \$10.2 million. So
8 net net there was about \$11 million windfall for the
9 Allied Pilots Association. And the only thing that
10 was exchanged in consideration was the 230
11 grievances that were like thrown away. But they
12 won't tell you that.

13 Okay. Let's move forward to Tab 21. This
14 is a very important document. It's an e-mail from
15 Chuck Hairston to myself dated April 24th, 2013, the
16 day before my grievance hearing for Grievance
17 12-011.

18 He goes, "Larry, I've reviewed your brief
19 and it covers all your points. As we discussed, APA
20 is not in agreement on the ADA piece or the Western
21 Medical piece but can support the SOX claim. We
22 also can provide general support for the idea that
23 as a matter of equity you should be made whole,
24 although I'm a little unclear as to why you believe
25 you should be put on pay withhold instead of being

1 simply continued on disability. After all, if
2 Dr. Bettes hadn't terminated your disability, you
3 would have remained in that status, not PW.

4 "I know you wanted to get this to the
5 company early. We can make copies of the brief and
6 take them, along with the CD-ROMs, to the company
7 this afternoon, if that is what you would like.
8 Please let me know."

9 So what this really is saying is, I'm
10 Chuck Hairston, I was one of the guys who
11 participated in the selection of Western Medical and
12 there's no way we're doing anything with Western
13 Medical, screw that. They didn't want anything to
14 do with it. I don't blame them, but they disavowed
15 all knowledge of that. But they did support the SOX
16 claim. He took a keen interest in that because he's
17 a former DOL attorney, and he actually helped me
18 quite a bit to get it going.

19 I wrote the brief. The brief had three
20 pages on the Sarbanes-Oxley claim and like three on
21 the ADA claim. I handed it to him. He reviewed it
22 thoroughly and made multiple copies and then
23 distributed it to the company, so -- and at APA's
24 blessing is what I'm saying.

25 So when a year later Steve Hoffman

1 appeared in federal court without notice during the
2 bankruptcy proceedings and said that APA didn't
3 support my Sarbanes-Oxley claim as a good claim or a
4 bad claim, I tried to file a supplemental affidavit,
5 which is the next document in there.

6 CHAIRMAN HEPP: Yeah.

7 MR. MEADOWS: This document 12005-1 dated
8 5/5/14. And it just summarized what I just told
9 you, but basically I'm putting the court on notice
10 of that e-mail you just read that APA -- there were
11 attorneys that supported my Sarbanes-Oxley claim as
12 part of the Grievance 12-011.

13 And I have quotes from the brief, the
14 Sarbanes-Oxley section heading. So I've signed this
15 as a sworn declaration. And then Exhibit A is the
16 e-mail letter to Chuck Hairston. Exhibit B is the
17 relevant excerpts from the grievance hearing brief
18 and the table of contents showing my Sarbanes-Oxley
19 claims and the introduction talking about
20 Sarbanes-Oxley.

21 So it's concrete evidence that APA
22 supported my SOX claim and knowingly submitted a
23 brief and it was presented at the hearing as a SOX
24 ADA contractual claim. And despite that, a year
25 later Mr. Hoffman disavowed all knowledge of it and

1 acted like it didn't exist, which left me in a bad
2 way. And that brings us to Tab 22.

3 Tab 22 is a --

4 CHAIRMAN HEPP: Hold on. 22?

5 MR. MEADOWS: Yes, 22. So this is -- as I
6 explained earlier, my Grievance 12-011 was heard by
7 the V.P. of flight in April of 2013. In July of
8 2013 I went to the equity distribution arbitration
9 and cross-examined a lot of officers of the APA and
10 exposed some unsavory things.

11 And then a week or two later, my grievance
12 had gone to the prearbitration conference. It was
13 escalated by the president from the V.P. of flight
14 denial to a prearbitration conference. It was
15 subsequently denied. Next step was to submit it to
16 a system board, which I requested.

17 And this is a letter by Keith Wilson a
18 month after I kind of antagonized those guys during
19 the equity thing saying writing in reference to your
20 grievance, it was denied, went to system board but
21 was not resolved. "You subsequently requested that
22 I consider your grievance for submission to the
23 system board of adjustment. I have considered your
24 request and have decided not to submit your
25 grievance to the system board. Your grievance is

1 based on federal statutory claims. It is my
2 understanding you are already pursuing those claims
3 in the appropriate federal forums. Under those
4 circumstances, submission of your grievance to
5 system board would not be appropriate."

6 So they went out of their way to dodge out
7 of the contractual portion of the grievance which
8 the company says has to be resolved first, yet they
9 let it go down never mind the track of the statutory
10 claims, but they went to federal court and said I
11 didn't have any statutory claims.

12 So as a result of that, it's a separate
13 document, but right behind that is a letter dated
14 September 20th from me to Keith Wilson. And this is
15 probably what incited a lot of people, but it's a
16 serious letter with a serious purpose. And it's
17 called a preservation of electronic records of
18 Allied Pilots Association, Bennett Boggess, Chuck
19 Hairston, Mark Myers, Amie Aronhalt, Linda Compton,
20 Mike Knoerr, Scott Shankland, Pam Torell, Mickey
21 Mellerski, Mark Stephens, David Quinlan, Doug
22 Pinion, Rusty McDaniels, David Bates, Lloyd Hill,
23 Tom Westbrook, Bill Haug, Thomas Copeland, Ivan
24 Rivera, and Scott Iovine and James & Hoffman.

25 What this really is saying is, "We hereby

1 put you on notice we intend to seek discovery of all
2 relevant electronic records, which may or may not
3 include e-mails, instant messages, text messages, or
4 other electronic media generated on work computers
5 and/or Allied Pilots Association's networks.
6 Additionally, mirror-images of each party's relevant
7 hard drives will be sought. To the extent those
8 communications are relevant, they will become
9 discoverable, and we intend to exercise any rights
10 or remedies."

11 So no one likes this kind of letter, but
12 this is a very important letter because if you don't
13 send this letter, they consider deletion of e-mails
14 over time electronic safe harbor, and --

15 CHAIRMAN HEPP: I get it, Larry.

16 MR. MEADOWS: No, if you want mirror
17 images of hard drives, you got to have electronic
18 preservation of those. It's not protected under the
19 discovery law.

20 CHAIRMAN HEPP: Understood. All right.

21 MR. MEADOWS: And like I say, I don't --
22 but when you send that, you know, it raises
23 everyone's hackles and now they hate you and they
24 don't want to talk to you, give you the time of day,
25 but I had to protect myself.

1 CHAIRMAN HEPP: Now I got you. Now I
2 understand.

3 MR. MEADOWS: You didn't get it though.

4 CHAIRMAN HEPP: I noticed. I'm shocked.

5 MR. MEADOWS: Okay. Tab 23. This is the
6 equity distribution arbitration decision award by
7 Arbitrator Stephen Goldberg dated October 15th,
8 2013. So shortly after Keith Wilson denied my
9 grievance as not being contractual or meritorious
10 and only statutory, we have an arbitral decision
11 which is really important. And starting on page 58
12 of that document, it talks about the disabled
13 pilots. Page 59 is the specific section on me.

14 CHAIRMAN HEPP: I'm sorry. Page what?

15 MR. MEADOWS: 59. So it talks about F.O.
16 Lawrence Meadows' claim. And I'll just read the
17 highlighted portions. Talks about me filing
18 Grievance 12-011.

19 CHAIRMAN HEPP: I tell you what. Can you
20 just let me read it?

21 MR. MEADOWS: Sure.

22 MS. HELLER: What was the date of this
23 award?

24 CHAIRMAN HEPP: It was --

25 MR. MEADOWS: October 13th, 20 -- I'm

1 sorry, October 15th, 2013.

2 CHAIRMAN HEPP: Go ahead.

3 MR. MEADOWS: Okay. Yeah, so I just -- I
4 think the relevance here is a couple things.
5 Arbitrator Goldberg understood that I submitted the
6 grievance to the system board noting that the
7 grievance protested the company's action removing
8 him from the seniority list and discharging him from
9 American Airlines. He viewed it as obviously a
10 contractual claim.

11 He went on to say that one thing -- and I
12 learned this lesson. None of us, Kathy Emery,
13 myself, or Wallace Preitz, APA argued that there was
14 this five-year sick leave rule. None of us disputed
15 it, so it became accepted. So Arbitrator Goldberg
16 believes a five-year rule exists and is valid and is
17 what American can do because it was undisputed.
18 Just like no one disputed my claim that I'm a member
19 in good standing, so you guys should just accept
20 that. Anyway --

21 MS. HELLER: All right. We're done.

22 CHAIRMAN HEPP: Why didn't you come up
23 with that an hour ago?

24 MS. FLETCHER: Two days ago.

25 MR. MEADOWS: But, yeah, so, you know, I

1 learned a lot along the way. But, yeah, that's how
2 you get screwed. So I didn't do that. But he says,
3 yeah, he says they have this five-year sick leave
4 rule, he says, but -- he says, "It's true that F.O.
5 Meadows has been inactive, meaning inactive pilot
6 employee, and on sick leave for more than five
7 years. In a normal situation the CBA would call for
8 his administrative separation and removal from the
9 seniority list. But those are not the only relevant
10 facts. F.O. Meadows filed a grievance in 2012
11 alleging the reason why American removed him from
12 the seniority list was not that he had been on sick
13 leave for more than five years, which would have
14 called for his removal in 2009, but because he had
15 filed a 2011 Sarbanes-Oxley complaint. Hence, if
16 the grievance is sustained, F.O. Meadows'
17 administrative termination will be overturned. He
18 will be back on the seniority list presumably to the
19 date he was removed, i.e., November 4, 2011. It is
20 equally safe to assume that if his grievance is
21 sustained, the arbitrator would not countenance his
22 removal from the seniority list in the period
23 between November 4th, 2011, and the date of the
24 arbitration award.

25 "In sum, it is reasonable to assume that

1 if the grievance is sustained, F.O. Meadows would be
2 treated by the arbitrator as a pilot who should have
3 been on the seniority list on January 1st, 2013, the
4 date on which pilots on the seniority list are
5 eligible for recovery from all four silos, even if
6 they were on LTD status."

7 So that's pretty significant. He's saying
8 he thinks I should have been treated as being on the
9 list as of January 1, 2014 (sic) which is
10 post-commencement date of the bankruptcy. So I
11 shouldn't lose my rights of seniority because I was
12 treated as being on the list by Arbitrator Goldberg.
13 He thinks that despite the existence of this alleged
14 five-year sick leave rule, it doesn't apply because
15 it was triggered by me engaging in protected
16 whistleblower activity and it wasn't enforced
17 until -- not at five years but eight and a half
18 years. And then he goes on to say that --

19 CHAIRMAN HEPP: I'm just -- I'm just
20 not -- I don't understand the relevance of this in
21 your charges against Torell. That's just a
22 connection. And again, we've given you a wide
23 latitude, but I just --

24 MR. MEADOWS: Why is it in here? It's
25 relevant -- I'll tell you why it's relevant. It's

1 very relevant. It's not obvious, but this whole
2 thing is a big bundle of --

3 CHAIRMAN HEPP: I understand, and we're
4 traveling along that bundle.

5 MR. MEADOWS: Okay. So -- well, here's
6 why it's relevant. Because Pam Torell excluded my
7 grievance from the APA's proof of claim because it
8 wasn't contractual, it was statutory. Here's a
9 Railway Labor arbitrator, one of the top Major
10 League Baseball arbitrators in the country, going
11 this guy's got a totally good grievance. Just like
12 the TAG pilots, as you treat sufficiently likely to
13 prevail, he should treat you as sufficiently likely
14 to prevail, meaning Meadows, and I should be
15 reinstated.

16 So if that's the case, my grievance never
17 should have been taken off. Keep in mind, this is
18 in October 2013 after Keith Wilson said it was
19 basically not a good grievance, only statutory. A
20 month later, two months later we have a federal
21 arbitrator saying this is a totally winnable
22 grievance sufficiently likely to prevail.

23 CHAIRMAN HEPP: So you're saying that the
24 grievance was removed by the union because they
25 thought you were not going to be reinstated?

1 MR. MEADOWS: No, it was removed by the
2 grievance for retaliation because if they would
3 have --

4 CHAIRMAN HEPP: Well, I get -- I get that.
5 You've certainly made that point in many other
6 places.

7 MR. MEADOWS: But if the union adopted
8 Bennett Boggess from a legal perspective, looked at
9 it just like Arbitrator Goldberg did, it's clear
10 that it was a winnable and meritorious contractual
11 grievance and it should have been heard by system
12 board. And he treated me as if I was going to win
13 it and awarded me \$130,000, no small fee. I'm the
14 only guy to get the full award in the equity and the
15 result of my arguments and Kathy's arguments.
16 Everyone else got silo three.

17 So this cost -- this was really -- you got
18 to understand, I think -- I can't remember the exact
19 amount, but I want to say it was -- it was millions
20 of dollars. I think it was \$8 million more.

21 CHAIRMAN HEPP: I don't see the parallel
22 between winning this grievance and the withdrawal of
23 grievance --

24 MR. MEADOWS: Okay, okay. You don't what?

25 CHAIRMAN HEPP: I'm just missing the, you

1 know, going to the fourth silo, good for you --

2 MR. MEADOWS: Okay.

3 CHAIRMAN HEPP: -- and Goldberg's ruling.

4 I just don't see the association between that and
5 withdrawing your Grievance 12-011.

6 MR. MEADOWS: Well, the association is
7 Keith Wilson didn't make it a proper decision. He
8 was guided by legal counsel to not move my grievance
9 to system board even though the arbitrator
10 subsequent to that believed it was a meritorious
11 grievance and gave me an award based on the fact
12 that it was meritorious.

13 He goes on to say that -- let me just
14 finish. He talks about how the TAG pilots were
15 treated as sufficiently likely to prevail for
16 purposes of the equity financial eligibility. And
17 he says, "as if they will be successful, while
18 treating differently pilots who have a pending
19 non-TAG grievance that challenges an administrative
20 termination. APA offers no explanation for this
21 different treatment other than to state that as
22 previously noted, that treatment of pilots is not
23 consistent with APA's advocacy for those pilots'
24 reinstatement to active status and with the fact
25 that a substantial portion of pilots on TAG have

1 been reinstated. APA ignores the fact that it also
2 is advocating for First Officer Meadows, albeit for
3 reinstatement to the seniority list.

4 "Furthermore, while the assertion that a
5 substantial portion of non -- of -- Furthermore,
6 while the assertion that a substantial portion of
7 pilots on TAG have been reinstated may be true, it
8 is wholly unsupported by evidence in the record.
9 Nor is there record evidence that a grievance
10 seeking reinstatement to active duty is more likely
11 to be successful than a grievance seeking
12 reinstatement to the seniority list."

13 So what he's basically saying in a polite
14 way is APA ignored their duty to me, meaning they
15 breached their DFR, they treated my grievance
16 arbitrarily as opposed to the TAG grievances. And
17 so it just discredits Keith Wilson's decision. And
18 after this came out, Keith Wilson should have
19 reversed himself and decided to take it to system
20 board, but this decision cost him about 6 to
21 \$7 million because it wasn't just pay me 130,000.
22 All 230, -40 MDD pilots got silo 3. They got an
23 extra \$25,000. And it's just a ripple effect.
24 Everyone else got \$800 less because of it, because
25 of this decision.

1 But there was a lot of animus because of
2 this decision towards me by APA. And then you have
3 an arbitral decision saying that APA breached your
4 duty to me, treated me arbitrarily, should have
5 treated me as being on the list. He sees it as a
6 meritorious grievance. I make these arguments
7 external to that.

8 And then in January I go ahead and tell
9 Chuck Hairston to preserve it. In February I file a
10 lawsuit to compel arbitration of it. And in March
11 Captain Torell strips it out of the APA proof of
12 claim. That's how it's relevant, because it makes
13 it clear this grievance not only should have been
14 preserved, it was sufficiently likely to prevail.
15 And there was no reason to take away that grievance.
16 It's an important issue.

17 CHAIRMAN HEPP: Okay.

18 MR. MEADOWS: I know it doesn't -- yeah.
19 Okay. Let's go to Tab 24.

20 CHAIRMAN HEPP: Okay.

21 MR. MEADOWS: Okay. And this is again a
22 backwards e-mail chain. And if you go to page 2,
23 paragraph 1, I'm writing to APA legal department,
24 attorney Chuck Hairston, on January 17th, 2014.
25 This is two months after this Arbitrator Goldberg

1 decision.

2 And I say, "Chuck, it is my understanding
3 that the SDNY issued an order that all claims
4 arising under the rejection of executory contracts
5 (CBA) must be filed by January 24th and that APA is
6 amending or updating its umbrella proof of claim. I
7 just want to be sure that my legal remedies under
8 previously preserved Grievance 12-011 continue to be
9 preserved and that the contractual legal remedies
10 under my pending Grievance 13-064 are also fully
11 preserved. Please let me know what action APA is
12 taking related to the preservation of all my
13 grievance claims against AA related to my
14 termination and removal from the seniority list
15 which arose under the CBA pre-commencement," meaning
16 before the bankruptcy.

17 He responds back and says, "As you know,
18 Grievance 12-011 was not advanced to the system
19 board and has been closed. Your most recent
20 grievance, 13-064, is pending appeal board hearing.
21 You are free to pursue whatever remedies you wish
22 during that hearing. As we discussed, APA does not
23 represent you since you are no longer a member of
24 the bargaining unit."

25 So they're basically abandoning my

1 representation. This is -- the first time I heard
2 that was in the equity distribution from Edward
3 James in July of 2013. So June, July 2013,
4 January 2014 I have all these attorneys from APA
5 saying you're not a member, we don't owe you
6 anything.

7 Then that was -- so Arbitrator Goldberg's
8 decision comes out. And I'm not -- I didn't
9 burden -- this is a lot of letters, you understand.

10 CHAIRMAN HEPP: Right.

11 MR. MEADOWS: When Keith Wilson denied my
12 thing, there was multiple letters demanding to send
13 my grievance to the system board. One letter
14 says -- they're like saying, oh, there's no harm
15 here, you're going to get to go to the Department of
16 Labor to an administrative law judge.

17 I go, let me be clear. I've been
18 terminated by the company. And so what they do with
19 that letter, APA takes it and gives it to American,
20 and American uses it in federal bankruptcy court
21 against me and says, look, this is admission against
22 Meadows' interest. He told the president of the
23 union in a confidential letter to Keith Wilson. He
24 feeds it to American Airlines' bankruptcy counsel to
25 use against me. So now they have me in the record

1 acknowledging that I've been terminated even though
2 Bennett Boggess said I was not terminated.

3 This is the kind of shit that we're
4 dealing with here, and it's very deep. It's not
5 about a membership card or a C&R lockout. I'm
6 sorry. It's very deep.

7 Okay. Next is page 25. This is my
8 verified complaint filed on February 19th in the
9 U.S. District Court, District of Utah, Lawrence
10 Meadows versus Allied Pilots Association and
11 American Airlines demanding a jury trial. And I
12 say -- this is relevant here. Okay. Page 2.

13 MS. HELLER: Can I stop you? I know
14 somewhere else there was a reference to your
15 pursuing your statutory claims in federal forums.

16 MR. MEADOWS: Yes.

17 MS. HELLER: But this is -- this is
18 your -- the first filing of this complaint is
19 what -- which -- are they referring to a
20 different --

21 MR. MEADOWS: They're referring to --
22 okay. Let me get this straight now. In March of
23 2013 I was assigned an administrative law judge with
24 the Department of Labor on my first Sarbanes-Oxley
25 complaint. Once that was assigned, within a week

1 there was a hearing. Department of Labor was hot on
2 it, like they had discovery opening in two weeks,
3 deposition scheduling order, and it was set for
4 trial in May. And that's when I got sent to Judge
5 Lane and had all my stuff disallowed and they stayed
6 that.

7 MS. HELLER: But that's the reference?

8 MR. MEADOWS: That's the statutory thing
9 that's going.

10 MS. HELLER: Okay. Not this.

11 MR. MEADOWS: If Steve Hoffman would have
12 went in, my contention is he would have went in and
13 said, look, this isn't contractual but we totally
14 support the Sarbanes-Oxley and we think it was
15 preserved part of grievance. It would have been
16 allowed to move forward. It wouldn't cost APA a
17 dime.

18 But not only would they not represent me
19 or prosecute my grievance, they wouldn't let me go
20 down my own path at my own expense, and they made
21 sure it wouldn't happen. So that's the frustration.

22 I don't expect you guys to read all this,
23 but what we discussed earlier I think is relevant in
24 my representations about my membership. So what I
25 represented in the court in Utah is that Plaintiff

1 Meadows resides in Utah, is a member of defendant
2 Allied Pilots Association and a pilot employee of
3 Defendant American Airlines as defined under U.S.C.
4 45 Section 151.Fifth Railway Labor Act.

5 Okay. Then it goes on to say that --
6 paragraph 11. "Since his date of hire, plaintiff
7 has continuously been a member in good standing of
8 his pilots' union, Exhibit 1, and as a member of the
9 craft or class of pilots employed by American."

10 Okay. Actually this is -- so this has
11 been modified. This is the first complaint. The
12 amended complaint has a new paragraph 12 that
13 says -- and I'll submit it if you want it.

14 It says on or around June 2013 APA's
15 general counsel asserted I wasn't a member, was not
16 owed a duty. And I regurgitated what Chuck Hairston
17 said in the previous thing. And so that's where,
18 yeah, I'm asserting I'm a member in good standing, I
19 believe I'm a member in good standing, but now I've
20 been treated as not a member at all. And so that's
21 my amended complaint. And if you want, if you think
22 that's important, I'll provide it. Do you want it?

23 CHAIRMAN HEPP: Do you want it?

24 MS. HELLER: I think we probably have it
25 somewhere, but if you want to just submit that

1 paragraph.

2 MR. MEADOWS: That paragraph, yeah, just
3 relevant -- it'll be three pages, not a hundred.
4 This is a long one. Okay. So that's it. And as
5 you go through it, you'll see there's a claim for
6 DFR and a claim for -- to compel arbitration of the
7 grievance only. This is not the LMRDA lawsuit yet.
8 It gets added in in the amended complaint. That's
9 the one that's relevant really here. So I actually
10 included the wrong lawsuit.

11 I think this lawsuit, I think the reason I
12 put this one in here is to show that in January of
13 2014 I put Chuck Hairston on notice that please keep
14 preserving my Grievance 12-011 as legal remedies
15 flow from it. This was the remedy. This was the
16 lawsuit against APA. I didn't want to say I'm suing
17 APA, but this is what happened. They're sued. They
18 know it. They're on formal notice that I have
19 claims. So even if they don't want to do my
20 grievance, I'm going to take it in my own hands and
21 go to federal court. Yet two weeks later on
22 March 4th, 2014, they take my grievance off APA's
23 proof of claim.

24 MR. THURSTIN: Chuck, I'm confused. I'm
25 sorry. Can I interrupt?

1 MR. MEADOWS: Sure.

2 MR. THURSTIN: I'm confused. Is this
3 valid or is this not valid? I heard him say that
4 this may be --

5 MR. MEADOWS: It is valid. The purpose of
6 that document was to show that I put APA on formal
7 notice via e-mail and then in federal court via
8 lawsuit that my grievance was moving forward
9 legally. So they had an obligation to continue to
10 preserve the proof of claim whether they were going
11 to prosecute it or not. But there's -- I clarify
12 membership status more in the amended complaint
13 which comes next.

14 MR. THURSTIN: I just was referring to the
15 point where you said this could be the wrong lawsuit
16 and I was just trying to clarify.

17 MR. MEADOWS: And again, it's about
18 membership cards and the grievance, but it's all
19 tied in such a big thing. But I could have four of
20 these binders if I put it all in there. I'm trying
21 to pick and choose what's relevant. But even at
22 this point I know you guys think it's too much.

23 Okay. We're back to Tab 26 which we've
24 already discussed in detail. This is the amended
25 proof of claim signed by Captain Torell on March 4

1 of 2014. It is valued, I think, at \$1.6 million on
2 the AMR website.

3 CHAIRMAN HEPP: Yeah, we've talked about
4 this extensively.

5 MR. MEADOWS: Yeah. So the key takeaway
6 from this is it only has one signer. It's a
7 monetary instrument worth in excess of \$5,000. I
8 really would like to have asked her why did she sign
9 it, who directed she sign it, was she aware that my
10 grievance was excluded, you know. And maybe she
11 wasn't. Maybe they just said "Sign this, Pam."

12 But as you see from the previous or the
13 subsequent correspondence, I started going to Keith
14 Wilson, to BOD, and then Pam Torell saying what's
15 the story here, and I never got the answer.

16 MS. HELLER: Is there a window or time
17 frame if they could have amended this or re-amended
18 it?

19 MR. MEADOWS: Anytime. I think right
20 here -- because right now, believe it or not, the
21 bankruptcy is not closed. It's far from closing. I
22 think part of the problem is there's a couple cases
23 like mine and Kathy's that are on appeal. They
24 can't close until all the claims are settled. So it
25 could be another year or two.

1 But let me go into this document. Okay.
2 This is relevant here.

3 CHAIRMAN HEPP: Are you still on 26?

4 MR. MEADOWS: Yeah, still on 26. Okay.

5 So go to page 2, numbered page 2, which is actually
6 four pages back. Okay? And this is where I think
7 this shows additional disparate treatment.

8 What they're talking about here, they're
9 preserving all the grievances on the exhibit list.
10 They're also preserving some other actions. They're
11 preserving a federal ERISA lawsuit, a statutory
12 lawsuit for pension benefits for Canada versus
13 American Airlines. They're preserving a statutory
14 AIR21 complaint for Furland versus American
15 Airlines.

16 So they preserved -- for other pilots they
17 preserved statutory claims in the proof of claim,
18 yet they deliberately chose not to preserve my
19 statutory claims. And I think that that's
20 discriminatory. I mean, there's no reason my claim
21 shouldn't have been in this as well, not only my
22 grievance but my statutory claims. And had they put
23 my statutory claims in here, I would have had a
24 Department of Labor hearing in May of 2014, and it
25 could have resulted in an immediate reinstatement

1 order, up to two times back pay with interest, and
2 ten years forward pay in lieu of reinstatement. So
3 it was a very valuable, powerful remedy which I'm
4 getting deprived of.

5 Okay. And then Tab 27 is the next tab.
6 Okay. This is -- and this looks kind of
7 coincidental. This is an economic report which is
8 right around the time Captain Torell amended the
9 proof of claim.

10 CHAIRMAN HEPP: So this is where you got
11 your \$5.6 million claim.

12 MR. MEADOWS: Yeah, and this cost \$7,000.
13 This is, like, no joke. If you look through it,
14 this guy took both collective bargaining agreements,
15 the MTA, the 2003 and the 2013. It has all kinds of
16 tables. But this guy is one of the top economic
17 experts from Berkeley.

18 And this was actually done for purposes of
19 my Sarbanes-Oxley trial for my damage calculation,
20 and it just happened to be right at the same time
21 frame as the grievance was dropped, so -- but, yeah,
22 he's saying right there in his opinion I suffered
23 5.609 million in damages.

24 CHAIRMAN HEPP: Right.

25 MR. MEADOWS: And that's back pay, defined

1 benefits, additional employer compensation, interest
2 lost, pension accruals, and that's it. But under
3 that ALJ claim with the Department of Labor, I was
4 also entitled to a million dollars in emotional
5 distress and 300,000 in punitives and a couple other
6 things. So it was a pretty -- pretty powerful
7 claim. I mean, and they award it a lot.

8 And when you see emotional distress, when
9 your wife goes there and says like he's been
10 depressed and all distraught and this and that, they
11 award people on layman type testimony, not you need
12 a psychiatrist to go in there and say you're like
13 crazy or anything. It's pretty easy to get the
14 emotional distress in those things. So that's why
15 they fought so hard, American Airlines did, to get
16 rid of it, because I had a way better chance of
17 coming out ahead of the game in that than a
18 grievance.

19 CHAIRMAN HEPP: Okay.

20 MR. MEADOWS: But anyway, that's there.
21 I'm not making up the value.

22 CHAIRMAN HEPP: Understood.

23 MR. MEADOWS: Okay. And now -- oh, and in
24 that economic report there's a couple assumptions
25 made. Number one was that I was either reasonably

1 accommodated or given the sick leave special absence
2 job, which is a past practice in the bargaining
3 unit, at fully pensionable pilot pay starting on
4 October 2011 and continuing in a fully paid status
5 until such point in time that I either retired or
6 got a medical and went back to line flying. But the
7 pay rates were the same and it was based on what
8 positions I could hold and project I could hold
9 captain by a certain date and so on. So that was
10 it.

11 And it's not relevant to this, but there's
12 a lot of documentation, spreadsheets of 18 some
13 pilots who have been given these fully paid sick
14 leave of absence jobs, which Dan Carey is the first
15 one that informed me of that.

16 Okay. Page 29. We did this. This is the
17 January 31st letter.

18 CHAIRMAN HEPP: Tab 29? Sorry.

19 MR. MEADOWS: Yeah, Tab 29. Yeah, Tab 29
20 is the second letter regarding the elimination of my
21 proof -- grievance in the proof of claim. First one
22 was to Keith Wilson March 25th. This was March 31st
23 to the board of directors asking them to look at
24 this and re-amend the proof of claim and put my
25 grievance back. The attachment on there is the 25th

1 letter.

2 And then next on Tab 30 is a subsequent
3 letter, so it's the third letter written with
4 regards to the elimination of my grievance from the
5 proof of claim dated Tuesday, April 1st, 2014, to
6 Captain Torell, once again asking for a meeting to
7 amend my proof of claim. We discussed that.

8 CHAIRMAN HEPP: Yeah.

9 MR. MEADOWS: Then Tab 31 we discussed.
10 That's the audited financial statement which shows
11 the bankruptcy payment from American Airlines and
12 expenses. And that's it. And I think I want to
13 do -- can we take like a five-minute break?

14 CHAIRMAN HEPP: For?

15 MR. MEADOWS: I just want to -- you want
16 to keep going? I just want to do a really brief
17 closing, like five-, ten-minute closing, I'm done.

18 CHAIRMAN HEPP: Can I hold you to ten
19 minutes?

20 MR. MEADOWS: Yeah.

21 CHAIRMAN HEPP: How much time do you need
22 now?

23 MR. MEADOWS: You guys gave me wide
24 latitude and I got to speak for my case without
25 interruption.

1 CHAIRMAN HEPP: Sure.

2 MR. MEADOWS: We would have been here four
3 days if there was rebuttals and stuff.

4 CHAIRMAN HEPP: Okay. Five minutes.

5 MR. MEADOWS: I can do it now if you want.

6 CHAIRMAN HEPP: No, five minutes.

7 (Recess from 6:43 to 6:50)

8 MR. MEADOWS: Ready?

9 CHAIRMAN HEPP: Yes, sir.

10 MR. MEADOWS: Okay. I appreciate --
11 what's the word I'm looking for --

12 CHAIRMAN HEPP: From the kangaroo court.

13 MR. MEADOWS: I appreciate -- no, it's not
14 a kangaroo court. Captain Kangaroo to you.

15 CHAIRMAN HEPP: Thank you.

16 ACCUSER'S CLOSING STATEMENT

17 MR. MEADOWS: I appreciate the indulgence
18 of the board. I think you've been placed in an
19 unenviable position. And this is just a hot potato.
20 And if it was as simple -- as simple as membership
21 cards and C&R lockouts and grievance eliminations,
22 it would be pretty easy. But, as you know, it's
23 much deeper, and these are just some visible net
24 results of all the -- what I would say would be like
25 a serial pattern of misconduct or unethical conduct

1 by certain officers of the APA and the former
2 general counsel and the former in-house counsel,
3 Bennett Boggess. And at every step of the way I've
4 been road-blocked and stopped and not just being
5 abandoned by the union and being told I'm no longer
6 a member and not entitled to duty and not entitled
7 to representation. I personally have accepted that
8 and was willing to move forward and vigorously
9 defend myself with my own money and time that I
10 have. That's one thing.

11 But I've been litigating against one of
12 the largest airlines in the world, and at all points
13 in time in the last three years I've been in
14 litigation with four different law firms, Weil
15 Gotshal, O'Melveny Myers, Ogletree Deakins in
16 Atlanta, and James & Hoffman and Hutton Williams.
17 These are all tier 1 law firms, mostly with
18 international offices, San Francisco, L.A., New
19 York, that type of thing, with 1,000 to 2,000, 3,000
20 attorneys making \$500 to \$1,100 an hour.

21 And when I showed up in the bankruptcy
22 court with Captain Emery last year, American had
23 five -- when I showed up at the bankruptcy court
24 last year with Kathy Emery in the injunction, there
25 was five attorneys for American. So it's been an

1 arduous task. And that's bad, but when my own
2 union's attorneys are not only not representing me
3 but coming into these proceedings and interfering
4 and meddling and working very closely with American
5 to make sure that Lawrence Meadows never gets his
6 grievance heard and gets his day in court and never
7 gets back to the company, it's a big problem.

8 And, yeah, I pissed a lot of people off.
9 I think -- I would hope that anyone in my shoes
10 would take the same actions and defend themselves.
11 Most people couldn't. They don't have the time or
12 the money or the knowledge. Unfortunately, I had a
13 pretty tough education by fire. And when all this
14 stuff happened, I lost my disability benefits in
15 2010, I was engaged in that massive litigation with
16 the Bank of Utah which almost wiped me out
17 financially. And it ended up being a big windfall,
18 but it stressed me out mentally. It was a big
19 problem with my personal life. And on top of all
20 that, my union not doing their job, going against me
21 and having to fight for my life.

22 And don't ask me why. I don't need the
23 money. I don't have to come back to be an airline
24 pilot. It's my lifelong job. I want to come back
25 to be an airline pilot. And it may not seem like

1 it, but every step of the way I've filed lawsuits on
2 the last day of the last month of the statute of
3 limitations. I didn't just rush out and start
4 filing lawsuits left and right. I filed when I
5 needed to to keep things controverted, to stay in
6 play. It looks like I'm very litigious. And I have
7 a lot of actions pending with the company and with
8 the union, and it's not by choice. It's just by
9 necessity. Because I will be back here, and I don't
10 care who I piss off or who I have to cross to get
11 back because I know I'm in the right.

12 And unfortunately a lot of people -- Kathy
13 Emery's done. I could be Kathy Emery. Her
14 grievance has been pending ten years. She's 64.
15 She has a medical now. She can never come back.
16 She's been offered a settlement by American to never
17 return. She signed it a year ago. They still
18 haven't paid it.

19 Another pilot signed the same kind of
20 settlement. They still haven't paid it. They paid
21 me. They want to get rid of me so bad they made a
22 special distribution. I'm supposed to have a
23 distribution unless it's \$100 million or more. When
24 I signed my settlement the second time in March of
25 2016, I made sure that I had a right to revoke seven

1 days after they finally made it clear that I was
2 definitely going to get paid, because otherwise I'd
3 be like Kathy Emery with no payment deadline in
4 site. I had that. Sure as shit, American Airlines
5 made sure I got paid in a matter of like two weeks.
6 And I had stock in my account, and I revoked it.
7 Kathy Emery and this other guy, Wally Preitz, signed
8 the same thing and they don't have money yet for a
9 year. And the union's done nothing. These
10 people -- I don't want to end up like her is what
11 I'm saying. She's 64. Her career's over. I'm 54,
12 just turned 54. Been fighting this now for the
13 better part of -- first ERISA lawsuit was in 2010.
14 But when I finally get in a position to get my
15 medical and get back after I got through all the
16 bank litigation in 2013, I fought in earnest for the
17 last four years to return. I'm still not back.

18 And if I had to spend money in this, this
19 would have cost well over a million dollars. As it
20 is, I've spent 300,000, but I've had -- I just had
21 to litigate. Honestly, it's not really the money.
22 I couldn't get any attorneys to continue this stuff
23 because it's so complicated and so fact intensive,
24 and frankly the only attorneys I've had have lost my
25 cases. The things I've won are things like the

1 equity arbitration, internal appeals with the
2 company.

3 But it would be so easy if the union would
4 just put my grievance to the system board. You know
5 what? And I can't -- if the system board denies my
6 grievance, that's the end of it. I have to accept
7 it and move on with my life, but I'm not even given
8 that shot.

9 And I had a clear path to a Sarbanes-Oxley
10 administrative law judge hearing with the Department
11 of Labor with a trial set. Not only -- APA said
12 they supported it at first, but then not only did
13 they not prosecute it for me, which they should have
14 paid for it and prosecuted it and preserved it like
15 they did for Ted Furland in a grievance, they ran
16 the other way and they went -- and then they showed
17 up like whack-a-mole sticking their head up every
18 time trying to screw me in each different forum and
19 make sure I couldn't even go forward with my own
20 statutory remedies, which they said was all I had,
21 but they made sure I couldn't go forward by making
22 misrepresentations in the federal court.

23 So, I mean, you're goddamned right.
24 There's a lot of hostility between me and Steve
25 Hoffman and Bennett Boggess for good reason. And

1 those guys were fired for a lot of other reasons
2 besides this. But I say good riddance. And it's
3 finally a point where this association can hopefully
4 come out of this intact and doing the right thing
5 for its members and not for the institution.

6 But it shouldn't -- if this doesn't get
7 resolved and Kathy and I move this thing forward to
8 class action, it will be really bad for the
9 association and cost a lot of money. And that's not
10 my goal. I think she's going to take her settlement
11 and move on if she gets it, but I want to come back
12 and finish my career. If I don't, I'll be coming
13 for my pound of flesh. And individuals like Keith
14 Wilson and Pam Torell, only up till yesterday Pam
15 Torell, and Bennett Boggess will not be spared any
16 mercy. And it's just they've engaged in horrible,
17 dishonorable conduct. Captain Torell --

18 CHAIRMAN HEPP: Larry.

19 MR. MEADOWS: Let me say what I have to
20 say. This is important. This is my closing.

21 CHAIRMAN HEPP: I understand that.

22 MR. MEADOWS: Captain Torell is --

23 CHAIRMAN HEPP: But I just feel like
24 you've said it. I've heard it in your opening.

25 MR. MEADOWS: I want to close this out.

1 I'm almost done.

2 CHAIRMAN HEPP: I've heard it in the
3 course of your story. I've heard it with you going
4 through your tabs. And I understand you're trying
5 to summarize.

6 MR. MEADOWS: I need to -- let me please
7 summarize my argument. Captain Torell is an elected
8 official in a position of trust. She -- her conduct
9 is shameful. Her demeanor yesterday was
10 unacceptable for a senior national officer of the
11 union.

12 I'm not proud of my behavior yesterday,
13 but I was put in an untenable position where I
14 couldn't get truthful answers to the very most
15 simplest of questions.

16 And if she's truly -- there's two problems
17 here. She's either, one, so evasive that she's
18 disingenuous, deceitful, dishonest, and dishonorable
19 she cannot be trusted with \$50 million in
20 association assets. That's one thing. Or she's so
21 smart and sneaky and crafty -- I'm sorry. I just
22 think she did a really disingenuous. Otherwise, she
23 shouldn't be in this job. She can't be that stupid
24 and be in this job. She can't behave like she has
25 no knowledge of roles and duties as a national

1 officer and under the Labor-Management Relation Act
2 and so on.

3 So that's where I have a big problem. And
4 you know what? She's an officer. Were you in the
5 military? Jeff was. I was in the Air Force. I was
6 proud of that. Dishonorable conduct for an officer
7 is a court-martial offense. And it shouldn't be any
8 different here.

9 This woman, based on what she's done
10 yesterday and what she's done to my career and my
11 grievance, the membership needs to know. And they
12 can decide this later, but she should be censured
13 and she probably should be removed from office, in
14 my opinion. As I've presented this case, I've
15 convinced myself that her conduct is that bad.

16 And I guess the question you guys got to
17 ask yourself, I know you guys all have a
18 relationship and, you know, no one wants to attack
19 another pilot, but is that the type of person you
20 want handling your \$60 million in assets for the
21 association? She has no financial background, no
22 training. She's not an honest person. And it's
23 just kind of scary. If she's going to treat me like
24 this, what's she going to do with our assets?

25 I think she's done a pretty good job of

1 secretary-treasurer on its face, but she's kind of
2 come in here under this false guise. Her whole big
3 platform to get reelected was truth and
4 transparency, and it's been anything but. She is
5 not transparent. She is not truthful. And when
6 that came out, I almost screwed myself in the
7 ceiling. I had a long --

8 CHAIRMAN HEPP: You know you're far afield
9 on the closing argument.

10 MR. MEADOWS: No, I'm not far. I'm almost
11 done. Captain Carey took office on July 1st, and
12 his first base blast or membership blast was to the
13 challenges ahead on July 1st, 2016. And he makes
14 really clear at midnight he fired new general -- he
15 hired new general counsel, got rid of James &
16 Hoffman, which was great.

17 But what he really said was that he
18 identified all the problems and what he's trying to
19 correct. He impressed upon the BOD and the
20 membership that the union should conduct itself with
21 respect, integrity, fairness, competence, and
22 accountability. And I will submit that Pam Torell
23 is far afield of the presidential directive in how
24 to conduct the functions and operations of the
25 association.

1 So I've made all my arguments. There's no
2 need to argue any points. I ask you to consider
3 them fully. I know there's evidence that's
4 extraneous, but I think it's necessary to look at
5 the big picture, why certain things were done.

6 But no matter what you decide, I think
7 it's clear, one, we've crossed a threshold. We went
8 to a hearing. These charges are cognizable, so you
9 have to accept the fact that I'm a member in good
10 standing. Otherwise, you couldn't have had this
11 hearing today. And that's one problem. I think
12 there's plenty of strong arguments why I'm a member
13 in good standing.

14 And I think the way that this needs to be
15 fixed for the association is a couple easy fixes, is
16 pass a resolution saying MDD pilots are at a minimum
17 inactive members in good standing. That will
18 resolve any potential litigation and stuff going
19 down the road. Amend the AUP so that inactive
20 members, it's clear that we have the right, because
21 right now we're really on there but we're in
22 violation of the current policy.

23 And as a result -- the purpose of this
24 Article VII and litigation was twofold. One was to
25 get back in C&R. And not because of these

1 proceedings, because of Kathy Emery in federal
2 court, the truth was told and justice was meted out
3 for once. And that judge, thank God for him
4 spending four days of his time on a nonmonetary
5 trial which he could not understand why APA would
6 not settle the case. He just could not understand
7 why they fought it so hard. He just thought it was
8 just -- every day he would ask them to go talk to
9 Kathy Emery and consider settling it. He just
10 thought it was ridiculous they were spending all
11 those resources and time.

12 But she's accomplished the objective I
13 tried to accomplish, which we're back on C&R. We
14 got membership cards. And they didn't come easily.
15 We got the membership cards begrudgingly. But
16 having the membership card is meaningless when you
17 have a \$40,000-a-year secretary who won't let me
18 walk in the door of my building that I paid for with
19 my dues money.

20 CHAIRMAN HEPP: Please don't insult them.

21 MR. MEADOWS: I'm not insulting her.

22 CHAIRMAN HEPP: She makes what she makes.

23 MR. MEADOWS: She's doing her job.

24 CHAIRMAN HEPP: She's doing her job.

25 MR. MEADOWS: She's doing her job, but

1 she's taking direction from Bennett Boggess. He's a
2 fucking ghost. He's not here.

3 CHAIRMAN HEPP: She's taking direction
4 from the -- from however it came down the chain.

5 MR. MEADOWS: I understand that.

6 CHAIRMAN HEPP: And hopefully the
7 president will fix it and change it, and we've had
8 this discussion.

9 MR. MEADOWS: Okay. But so my point is,
10 so the purpose of these -- my proceedings was to get
11 back in C -- my Article VIIIs was to get back in C&R
12 and to get my membership card.

13 And the last thing is a very simple thing.
14 In a phone call they could decide tomorrow to amend
15 APA's proof of claim and put Lawrence Meadows'
16 grievance on APA's proof of claim and let my
17 grievance go forward. I've had these conversations
18 with Mr. Buckley. They're aware of it at the higher
19 levels of the union.

20 If that happens, Pam Torell will be lucky
21 because I've got better things to do than screw with
22 her silly ass. I really don't have time for her.
23 But if that doesn't happen, she is crazy because
24 that is such a huge claim against her in a personal
25 capacity under the LMRDA and she's uninsured for

1 that, a lot of that stuff. A lot of claims I'm
2 going to bring she's uninsured for by the
3 association. She's homesteaded in Florida. She
4 doesn't have enough assets to satisfy the lawsuit.

5 CHAIRMAN HEPP: It would be much better if
6 you could make your point without what sounds
7 threatening to --

8 MR. MEADOWS: Well, you know what? You
9 know what? I mean, do you think Pam Torell's done
10 the right thing here?

11 CHAIRMAN HEPP: Wait. Stop. My point is,
12 you've said this.

13 MR. MEADOWS: Okay.

14 CHAIRMAN HEPP: Okay. They're aware of
15 your position. Okay? Jeff and Pam. They know
16 that.

17 MR. MEADOWS: I want this in the record
18 because I want the membership to read this. Okay?

19 CHAIRMAN HEPP: It is in the record.

20 MR. MEADOWS: But I want the membership to
21 be able to see this. The truth needs to be told.
22 Okay? That's all.

23 And I'm going to tell you guys. Thank
24 you, because I'm not the easiest person to deal
25 with. I had a lot to say and a lot of information.

1 I tried to do my best job to present it, and you've
2 been really patient.

3 I have a lot of issues, and it's not your
4 fault that the structure of this whole thing is just
5 the way it's always been. Of course you get
6 guidance from general counsel and from in-house
7 counsel at APA. Why wouldn't you? Except in the
8 case where behind the scenes this is really all
9 about the association closing ranks and trying to
10 protect the institution.

11 It's not really a personal charge against
12 Pam Torell in a way. It has to be. It has to be
13 because their general counsel has insisted. They
14 set her up for the fall. If she doesn't see that,
15 she took their advice not to issue membership cards.
16 She knows she had an obligation unequivocally under
17 Section 4, Article III, to issue inactive membership
18 cards.

19 She admitted we were inactive from day
20 one. Captain Torell admitted we were inactive
21 members from the day she took office. She knew she
22 had an affirmative duty. Under the C&B she has to
23 comply as a member with everything in the C&B. As
24 the secretary-treasurer she has an even higher
25 burden to meet for her affirmative duties and

1 fiduciary obligations, and she flatly refused to do
2 it. She willfully violated the C&B.

3 And I don't care what the legal advice
4 was. The legal advice was for her to break the law,
5 and she broke the supreme law of the union and she
6 broke the federal law under the LMRDA and she's
7 violated federal IRS laws and she's violated the
8 RICO statute. And those are all facts that are
9 easily established with the documents in the record.
10 I don't need her testimony. I don't need anything
11 from her.

12 I would have liked to have gotten some
13 legitimate answers from her. And I think -- I
14 certainly -- I never threatened her yesterday. For
15 the record, I never threatened Captain Torell. I
16 put her on notice I am suing her, and I will sue her
17 for millions of dollars and I want her to get an
18 attorney and preserve all of her documents and
19 evidence.

20 And that's -- I have to do that because
21 I'd be a fool not to do it, because I don't want her
22 to delete a single e-mail. I want every e-mail that
23 exists between her and Steve Hoffman and Bennett
24 Boggess. I want them all. I've got an electronic
25 preservation letter. And if she doesn't get them, I

1 will file a Rule 37 motion for spoliation sanctions.

2 I will own her forever.

3 CHAIRMAN HEPP: Can we stick with the
4 issue?

5 MR. MEADOWS: No, I'm telling you this is
6 what's going on here.

7 CHAIRMAN HEPP: I understand that, but can
8 we stick to the issue at hand?

9 MR. MEADOWS: Okay. I hope you guys have
10 some common sense. I know you do. I know you guys
11 have been the most sensible people in the thing.

12 I just want to be made whole. I want to
13 be put down a path with the association. If I lose
14 my grievance, so be it. But if it doesn't happen,
15 I'm going to hold people accountable, and Pam's one
16 of them. And I think you guys have the wherewithal
17 to analyze this, review the evidence, and make the
18 right decision.

19 Like I say, what I wanted out of this
20 thing -- and you guys don't have the authority to
21 really change policy, whatever. I don't think you
22 had authority to even order issuance of a membership
23 card or a reinstatement to the C&R. That's what we
24 wanted or I wanted, and we've got it indirectly.
25 The remaining item is getting my grievance preserved

1 in the proof of claim so I can move it forward.

2 And I guess that's it. And like I said
3 yesterday, I came here yesterday and I thought she
4 was just a pawn in a chess game, and I didn't really
5 care about her one way or the other.

6 CHAIRMAN HEPP: Again, can we just keep
7 personalities out of it?

8 MR. MEADOWS: Okay. But it's become
9 personal because she's an enemy of mine, enemy of
10 the state per se. And she is an enemy of the state
11 because any member -- people are appalled by what
12 they heard about the LMRDA C&R lockout. When they
13 hear this story, what do you think they're going to
14 think? Do you think they want that person in charge
15 of \$60 million in assets? The answer's going to be
16 flatly no.

17 CHAIRMAN HEPP: Please keep the issue --

18 MR. MEADOWS: Okay. Well, the issue is,
19 fix it. Do the right thing. Make sure the policy
20 positions of the union is that I'm a member in good
21 standing. I don't care how it's done behind the
22 scenes, whatever. Make sure that's done that way.

23 I have my membership card. Make sure I
24 can actually use my membership card to walk in the
25 building that I partly paid for like every other

1 member, not be treated like a third class citizen.
2 I want to be able to go to a BOD meeting and not
3 have people like Tom Westbrook brush me off like a
4 piece of dirt and treat me as a non-member and tell
5 me to my face, "You're not a member. I don't care
6 what the court ruling says. The C&B says you're not
7 a member."

8 And I'm not going to embarrass him
9 publicly, but for a guy that's sitting in a
10 protected class, it's outrageous that he would think
11 that I could be discriminated against in a protected
12 class as a disabled person. So I think he's a
13 hypocrite. I think he's a hypocrite that he let Joe
14 Barkate on a committee as a member in bad standing,
15 a non-member, according to him, and now this guy's
16 got this special preferential treatment from the
17 union to get reinstated. So if he's not in good
18 standing, I want you to think really hard when you
19 make this decision about the standing, because if
20 you decide I'm not in good standing, it's a huge
21 exposure for the association for protecting Joe
22 Barkate and doing what they've done for him. And
23 it's total disparate treatment.

24 And, look, I'm here in good faith. I
25 really almost wanted to walk out today. I almost

1 wanted to leave because I was so disgusted with the
2 whole thing, but I can't do that. I know you can't
3 walk out of a court of law or any type of tribunal.
4 You can't insult the judge. You can say your piece,
5 but you run the risk of pissing the judge off. I'm
6 sorry, I might have pissed you off, but I'm here.
7 And I'm not here to rub Pam Torell in the mud. I'm
8 here to get what I need to get out of the
9 association that's rightfully mine.

10 I'm not even looking for back -- I mean, I
11 should be paid \$300,000 in legal costs that I paid
12 that APA should have paid. I came up with a number
13 for my time and effort. This week alone -- I
14 apologize. You know I get all my stuff and meet all
15 my deadlines. I printed 8,000 pages of documents
16 and wrote a 76-page appeal brief with a 1,900-page
17 appendix over the weekend, and I had to do this Pam
18 Torell stuff on top of that. And that's the real
19 deal. That's Judge Lane. That's an injunction
20 which ties my hands ten ways to Sunday if I don't
21 win that appeal. And I probably won't because it's
22 Judge Lane. They don't overturn Judge Lane. So my
23 only remedy is this Grievance 12-011 like Judge Lane
24 has said, and the ball's in the association's court.

25 And just to close out, I want to make very

1 clear that I think -- I don't like the way things
2 transpired yesterday in terms of the demeanor of the
3 hearing and the tension. I was very frustrated with
4 Jeff. I think Jeff obviously is not an attorney. I
5 kind of accused him of being amateur hour, but he
6 was doing his job. He zealously advocated for
7 Captain Torell. And if the goal was to keep her --
8 to protect her and keep her from testifying and not
9 hurting herself, he did his job as a representative,
10 and I respect that. I've never met him, but I hope
11 we can leave here with good rapport and good friends
12 because I have no hard feelings. I just want to
13 make that clear. I think he did a good job, but it
14 caused a lot of frustration. He did such a good
15 job, it was really upsetting me yesterday because I
16 couldn't get to the answers I wanted.

17 And I think the format of the hearing was
18 problematic, but we're totally off the chart here on
19 procedure for hearings. Here we are without the
20 defendant.

21 But Jeff did make I think a handful of
22 comments. I wrote the ones that struck me as the
23 most bold. But of course he accused me of engaging
24 in a broad range fishing expedition. I'm a -- I
25 would much rather have my attorney come depose Pam

1 Torell for real with a video and the whole deal. I
2 don't want to come here for this stuff. I'm here
3 because I was forced here by the federal court, and
4 I'm not happy about it. I would rather have paid
5 money in federal court to finish this. So I dispute
6 that.

7 He said there was hours of malicious and
8 abusive questioning. I certainly wasn't at my most
9 professional best yesterday. And I wasn't trying to
10 be malicious or abusive. I was just getting so
11 frustrated. I felt like I'm under attack by three
12 people on the board and two people at the other
13 table, and I didn't have a representative. I didn't
14 think I needed a representative. I normally
15 wouldn't, but it would have been really helpful for
16 me to have someone to temper it and to cool me down
17 and pull me out of the room a couple times. That's
18 what really needed to be done. I should have walked
19 out, but I'm not going to walk out without
20 permission. But I probably stayed too long in that
21 environment.

22 I wouldn't -- to the extent she thinks the
23 environment is hostile, she contributed to whatever
24 hostility there may have been. She was a hostile
25 witness. She was an evasive witness. She was

1 unprofessional.

2 They accused me -- they threw out the fear
3 grenade of threat grounds of Article VII. I say
4 bring it. Bring me in front of this board with her
5 trying to dare say I violated her rights under the
6 Constitution and Bylaws. I mean, talk about
7 hypocrisy. Really?

8 Environment of fear. I have two, three
9 lovely ladies in this room. I didn't see anyone
10 running out for their lives for fearing for their
11 families because I was such a hothead or so violent,
12 so I take offense to that. That's not well taken.

13 To say that the claims are not cognizable,
14 that ship has sailed. The hearing has been held.
15 They had to be cognizable for the hearing. To say
16 they're not timely, I think Jeff maybe legitimately
17 believed that, but as you can see now, I was never
18 informed of her decision on March 4th. It was put
19 into a motion through American Airlines which I
20 learned about from my attorney. I engaged in a
21 letter writing campaign for a month trying to undo
22 this. And it wasn't until the bankruptcy hearing on
23 April 17th I did a full def fit. I never did get a
24 response from Pam Torell why she removed my proof of
25 claim. So by virtue of the bankruptcy hearing on

1 April 17th, my charges on the grievance exclusion
2 are in fact timely, I would say.

3 And I can't read the last thing. But
4 that's it. I just feel like I have to rebut this.
5 There were certain opening comments. I thank you
6 guys for your time and patience. I thank Jeff for
7 his representation of Captain Torell and staying
8 through here the rest of the day and seeing this to
9 the end.

10 And I'm glad we -- I'm not happy. I'm not
11 happy that we can't conclude these proceedings with
12 her as a witness, but in all honesty, I don't
13 think -- I never -- we'd never be where we are right
14 now if Captain Torell was here, and it would not
15 have been a productive hearing today. And when she
16 left today, I kind of felt like, I'm out of here,
17 I'm frustrated, I'm pissed, I just want to leave.
18 But I want to give you guys the benefit of the
19 doubt. You guys have hung in there.

20 I did object to you, Captain Hepp, being
21 on here for the reasons I stated, but I think,
22 despite that -- again, I don't think -- that's --
23 you didn't go out of your way to hurt me or
24 intervene in my proceedings. You were asked by
25 Steve Hoffman, and you did what you were asked to do

1 by the lawyers for the union. I understand it. I
2 don't agree with it. I think it's wrong, but that's
3 it. I mean --

4 CHAIRMAN HEPP: The board put me here.

5 MR. MEADOWS: I know they did. I know.
6 It's been explained by Captain Sproc. I know what
7 happened. I know it's not you trying to like run
8 the table on Lawrence Meadows, but it seems that
9 way.

10 And I will say, you and I are a lot alike.
11 We butt heads a lot, but it's not lost upon me that
12 instead of just rushing through this or trying to
13 get your flights or running for the door -- I've
14 been interrupted a lot and it made it difficult for
15 me, but the interruptions were worthy and I've been
16 asked some really pertinent questions.

17 You guys have taken the time to read
18 things, and I'm trying to move things along and
19 you're still reading. And I've been in a lot of
20 courts where no one's going to read near the level
21 of stuff you guys are taking it. So that's not lost
22 on me. It's a lot of effort and it's a lot of
23 patience. And it would be easy just to sit here and
24 cut this thing off four hours ago, you know. So I
25 thank you for that. I thank you for hearing me out.

1 And I know I can get a bit passionate, a
2 bit emotional, but I think if you were in my shoes,
3 you would have to understand how you'd feel, because
4 it's hard not to get angry when I feel like I'm
5 battling everybody. And the one reason I'm here in
6 good faith and the reason I just want to resolve
7 this stuff, there is truly light at the end of the
8 tunnel for me with my medical. I'm going to get it.
9 It's already been signed off by the federal chief
10 psychiatrist and it's gone to the federal air
11 service's office last week. Waiting for that. It's
12 almost done.

13 And Dan Carey is here. Tim Hamel is here
14 with the pilot training, Tim Hamel. I've known Dan
15 since a new hire on the DC-10 as a flight engineer
16 in 1991. And I think the association is at a big
17 inflection point, and there's some good leadership
18 here. My base leaders in Miami, Ed Sicher has been
19 unbelievable helping me in this, you know, and Billy
20 Ray has been really helpful.

21 Ed himself had his own disability story in
22 the Air Force. He was paralyzed for three months,
23 so he's very sympathetic. And it didn't hurt that
24 his squadron mate was Wallace Preitz. So he took a
25 keen interest and he really went to bat for us on a

1 lot of these issues. Without that I wouldn't have
2 got the time of day with Mr. Buckley and Mr. Clark.

3 And I see all these things as positive
4 things. I see all this new blood and the
5 elimination of some of these bad actors. Good
6 things. And I want to be part of making the Allied
7 Pilots Association a better place. Be easy for me
8 to just say screw you guys, hire the most expensive
9 lawyers I can get, sue the association for
10 everything I want, but that's not going to achieve
11 my -- I want to come back and fly and move on with
12 my life and lead a simple life. I'm being sincere
13 here. Going to wrap me up?

14 CHAIRMAN HEPP: No, I understand. I get
15 that. No, it's just -- it's just we have --

16 MR. MEADOWS: I missed my flight because
17 of you.

18 CHAIRMAN HEPP: I missed my flight.

19 MR. MEADOWS: If you wouldn't have read
20 all my documents, we'd be out of here.

21 CHAIRMAN HEPP: There's truth to that.

22 MR. MEADOWS: No, but I'm just trying to
23 enlighten it, be a little humorous. But that's it.
24 That's all I have to say. And --

25 CHAIRMAN HEPP: All right. So let's come

1 up with a schedule.

2 MR. MEADOWS: Okay.

3 CHAIRMAN HEPP: So, the record's closed.

4 (Off record from 7:19 to 7:25)

5 CHAIRMAN HEPP: So the C&B requires a
6 specific date, number of days after the transcript
7 arrives that we can meet given the circumstances of
8 this appeal board hearing.

9 So what we're asking for, since Pam chose
10 not to testify, is to have Torell write her
11 post-hearing brief 30 days after the receipt of the
12 transcript, assuming -- just for putting a peg in
13 the map or on the calendar, say you get it to us by
14 the 17th of March. That means we would get Torell's
15 post-hearing brief by the 17th of April. That would
16 allow Larry Meadows, since he was not able to
17 cross-examine Pam Torell, 30 days to write his
18 post-hearing brief. That would take us to the 17th
19 of May. And then we would have 30 days to write our
20 result, our judgment, and that would be the 16th of
21 June.

22 So I'm not hearing any objections, so
23 that's where we are.

24 MR. MEADOWS: 17 April, 17 May and what
25 date in June?

1 CHAIRMAN HEPP: 17th of April -- assuming
2 we get the transcript --

3 MR. MEADOWS: Right.

4 CHAIRMAN HEPP: -- on 17 March, that means
5 17 April for the Torell post-hearing brief, 17 May
6 for yours, and then we would come out with our
7 judgment on the 16th of June.

8 MR. MEADOWS: Okay.

9 CHAIRMAN HEPP: And we're doing that
10 because, you know, with Pam not testifying, that's
11 the only fair thing I can think to do to allow all
12 the information, everybody have an opportunity to
13 see information that's available. So with that
14 being --

15 MR. THURSTIN: Is that normal we do that
16 this way, or is this just an accommodation you're
17 making?

18 CHAIRMAN HEPP: I'm sorry?

19 MR. THURSTIN: Is it normal that we are
20 doing this this way with our brief going first, or
21 are you guys making a special accommodation?

22 CHAIRMAN HEPP: Normally it would be 60
23 days from the transcript and both sides would be
24 writing their post-hearing briefs within the first
25 30 days and then we would come out with our result

1 after that. But, you know, it's not -- this is --
2 we're in abnormal circumstances and given the
3 unusual circumstances.

4 MR. THURSTIN: Just clarifying. That's
5 all.

6 CHAIRMAN HEPP: No, no, I understand.
7 That just seems like the fair -- the fair thing to
8 do. So that's -- so that's where we are. So with
9 that, we will -- we're done.

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11 (Proceedings concluded at 7:27 p.m.)

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1 STATE OF TEXAS)
2 COUNTY OF TARRANT)

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4 This is to certify that I, Karen L. Shelton,
5 Certified Shorthand Reporter in and for the State of
6 Texas, reported in shorthand the proceedings had at
7 the time and place set forth in the caption hereof,
8 and that to the best of my ability, the above and
9 foregoing pages contain a full, true, and correct
10 transcript of said proceedings.

11

12 Certified to on the 8th day of March, 2017.

13



14

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21 My CSR commission expires: 12/31/18

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