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

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

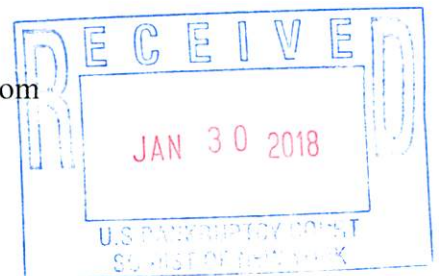
**NOTICE OF CREDITOR LAWRENCE M. MEADOWS AMENDED
OBJECTION AND RESPONSE TO MOTION OF DEBTORS FOR ENTRY OF
ORDER PURSUANT TO FED. R. BANKR. P. 9019(a) APPROVING SETTLEMENT
AGREEMENT RESOLVING CERTAIN PENDING EEOC LITIGATION**

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

Dated: January 27, 2018



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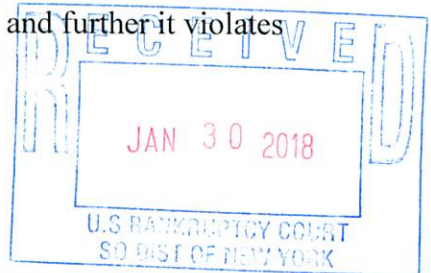
**CREDITOR LAWRENCE M. MEADOWS AMENDED OBJECTION
AND RESPONSE TO MOTION OF DEBTORS FOR ENTRY OF ORDER
PURSUANT TO FED. R. BANKR. P. 9019(a) APPROVING SETTLEMENT
AGREEMENT RESOLVING CERTAIN PENDING EEOC LITIGATION**

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

COMES NOW, the Pro Se Creditor, Lawrence M. Meadows (hereinafter “Meadows”),
who hereby files his Amended Objection and Response to Motion of Debtors (hereinafter
“American” or American Airlines”) Pursuant to Fed. R. Bnkr. P. 9019(a) Approving Settlement
Agreement Resolving Certain Pending EEOC Litigation.

PRELIMINARY STATEMENT

1. Debtors’ Motion should be denied as it is not fair and equitable and prejudicial to the
interest of all Creditors and AAL Shareholders, and is also prejudicial to all disabled pilot
employees of American Airlines who are also aggrieved individuals, and further it violates



the principle of equality within a class of Creditors. Moreover, the settlement is not fair and reasonable and may be the product of fraud or collusion.

2. Meadows has Standing as Creditor and Shareholder; he was shareholder of old equity (AAMRQ stock), is a shareholder of new AAL stock, and also is American Airlines pilot employee Creditor covered by the “APA Claim”, based on which he has received initial distributions of equity and is entitled subsequent distributions of equity, including true-up distributions, payable in new stock from the Debtors’ Disputed Claims Reserve.

Procedural Background

3. On July 14, 2012, the U.S. Equal Employment Opportunity Commission, filed Proof of Claim No. 9676 (the “EEOC Proof of Claim (POC)”) in the unsecured amount unliquidated against American, which listed the basis of the claim as, “Charge of discrimination No. 540-2009-01250 and other aggrieved individuals.” See Doc. 12861, Exhibit D.
4. On November 3, 2017, a lawsuit styled as *Equal Employment Opportunity Commission v. American Airlines, Inc. and Envoy Air Inc.* (D. Ariz., No. 2:17-cv-04059-SPL, Nov 3, 2017) in the United States District Court for the District of Arizona (“Arizona District Court” was filed by the Equal Employment Opportunity Commission (“EEOC” or “Plaintiff”) asserting claims against American Airlines, Inc. (“American”) and Envoy Air Inc. (“Envoy”) (collectively, “Defendants,” and together with the Plaintiffs, the “Parties”) for systemic discrimination and retaliation on basis of medical disability in violation of the Americans with Disabilities Act of 1009 (“ADA”) and Title I of the Civil Rights Act of 1991 (the “Litigation”).
5. In the Litigation, the EEOC asserted that American and Envoy during the period of **January 1, 2009 through August 3, 2015 (hereinafter “Discriminatory Period”)**, (*Id.* Doc

4-1 ¶14), had engaged in various nationwide unlawful patterns and practices that violated the ADA, including refusing to accommodate employees with disabilities, terminating employees with disabilities, and failing to rehire employees. Defendants' actions followed from a 100% return-to-work policy that requires employees to return to work without restrictions.

6. The Litigation was filed on behalf of 13 current and former employees of American and Envoy who filed charges with the EEOC, as well as a ***“nationwide group of potential aggrieved individuals”***, all of whom were current or former American and Envoy employees who suffered disability discrimination or retaliation. American and Envoy estimate that the nationwide group of potential claimants as set forth in the Consent Decree includes approximately 1,500 individuals.
7. On November 3, 2017, the Parties entered into a Consent Decree (Doc 12861, Exhibit F) which, among other things, provides the EEOC with settlement consideration in the form of an American Airlines Unsecured Allowed Claim of \$9.8 million (the “Allowed Claim”) to be distributed to the 13 Charging Parties and the approximately 1,500 potential claimants.
8. On November 16, 2017, the Arizona District Court entered an order granting the Joint Motion for Entry of Consent Decree and adopted and entered as the Consent Decree as the final judgment in the Litigation pursuant to Rule 54 of the Federal Rules of Civil Procedure.
9. The Debtors request entry of an order, pursuant to Rule 9019(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), approving the Consent Decree, dated November 3, 2017. See Doc 12861, Exhibits A and F.

ARGUMENT

A. EEOC Settlement And Consent Decree Is Prejudicial To All Creditors And Shareholders

10. Debtors filed for Chapter 11 bankruptcy protection under the Code, on November 29, 2011 (“petition date”), the Plan was confirmed on October 23, 2013, and emerged from bankruptcy on December, 9, 2013 (“effective date”).
11. The EEOC settlement consideration and Consent Decree, involves claims related to Debtors retaliation and discrimination on the basis of medical disability against its aggrieved employees that violated the ADA, and which occurred during the “**Discriminatory Period**” from January 1, 2009 through August 3, 2015.
12. That “**Discriminatory Period**” covers unlawful acts that took place not only in *pre-petition* phase, but also the *post-petition* through *pre-effective* administrative phase, as well as for acts that occurred two years after the plan confirmation and *effective date*¹.
13. The EEOC is deemed to hold an Allowed American General Unsecured Claim (as defined in the Debtors’ Fourth Amended Joint Chapter 11 Plan (“Plan”) in the amount of \$9,800,000.00 (The EEOC Allowed Claim). Thereafter, in accordance with the Decree, the EEOC claim will be satisfied through a distribution of AAL stock from the Disputed Claims Reserve (“DCR”). See Doc 12861, Exhibit F, ¶ 17.

¹ **For, post-petition but pre-effective date what I'm hearing is an agreement that yes, it can be an administrative expense claim, the question is where to litigate it, here or somewhere else.** [Emphasis Added]. See Doc.12012, Judge Lane Hrg. Tr., Apr. 14, 2014, pg 22:4-20.

And, “that really **basically once the confirmation happened this sort of claim, it's sort of business as usual, sue and be sued --.**” [Emphasis Added]. See Doc.12012, Judge Lane Hrg. Tr., Apr. 14, 2014, pg 10:18-25.

14. The applicable authorities direct a court to determine whether the settlement such as this EEOC Consent Decree, is “fair and equitable” and “in the best interests of the estate.” *TMT Trailer Ferry*, 390 U.S. at 424; *In re Ionosphere Clubs, Inc.*, 156 B.R. 414, 426 (S.D.N.Y. 1993), *aff’d*, 17 F.3d 600 (2d Cir. 1994) (a court need only find that the settlement is fair and equitable, reasonable and in the best interests of the debtors’ estate).
15. However, here the DCR is being used to not only settle the EEOC Proof of Claim for *pre-petition* conduct, but also improperly being used to settle and pay claims for conduct during the administrative phase and for *post-petition* conduct which otherwise occurred in the “*ordinary course of business*”².
16. Essentially the decree allows for payment of claims, using the bankruptcy estate assets contained in DCR, as a sort of Corporate piggy-bank to also pay for conduct and claims that occurred well outside the bankruptcy, and which should otherwise be paid in the in the ordinary course of business out of American Airlines and Envoy corporate operating accounts.
17. Thus, the improper use of DCR bankruptcy estate assets as a Corporate piggy bank, to pay claims for conduct that that fall well outside the bankruptcy protection period, IS NOT “*fair and equitable*” and is prejudicial to ALL other Creditors and ALL Shareholders; and not “*in the best interest of the estate*” as a whole. Thus, for this reason alone Debtors’ Motion must be denied.

² “As a debtor in possession post-petition the automatic stay does not prevent a claimant from filing a lawsuit in an appropriate court for a post-petition act, and **after a plan has gone effective, that is a reorganized debtor, it is back in -- to borrow your phrase -- the world of can sue and be sued in the ordinary course of business.** [Emphasis Added]. See Doc. 12012, Judge Lane Hrg. Tr., Apr. 14, 2014, pg 15:1-6.

B. The EEOC Settlement Consideration And Consent Decree Is Prejudicial To All American Airlines Disabled Pilot Employees Who Are Aggrieved Individuals

18. On November 3, 2017, EEOC in its underlying lawsuit styled *Equal Employment Opportunity Commission v. American Airlines, Inc. and Envoy Air Inc.* (D. Ariz., No. 2:17-cv-04059-SPL, Nov 3, 2017, Doc 1At 1), states under the “Nature of The Action”, that;

“This is an action under Title I of the Americans with Disabilities Act of 1990 and Title I of the Civil Rights Act of 1991 (“ADA”) to correct unlawful employment practices on the basis of disability and to provide appropriate relief to Darla Alvarado, Janet Reyes, Sherrie Edwards-Redd, Vicki Groves, Wanda Villanueva, Chrissie L. Ball, Jodi Isenberg, Lisa Walker, Danny Hill, Brenda Gallardo, Tanya Howard, Tanya Merriweather, and other aggrieved individuals who were adversely affected by the unlawful employment practices. As alleged with greater particularity below, Defendants engaged in a pattern or practice of violating the ADA by refusing to accommodate employees with disabilities, terminating employees with disabilities, and failing to rehire employees. Defendants’ actions followed from a 100% return-to-work policy that requires employees to return to work without restrictions. [Emphasis Added].

Note that the EEOC lawsuit includes all **“other aggrieved individuals”**³ without limitation, and nowhere does it explicitly exclude American Airlines pilot employees.

19. However, Debtors Motion is very misleading, when it claims that;

“The litigation was filed on behalf of 13 current and former employees of American and Envoy who filed charges of discrimination with EEOC, as well as a nationwide group of potential claimants, as specified in the Consent Decree.”

As it implies that ALL potential employee claimants nationwide are included without exception.

20. Obviously, the 1500 potential claimants did not file charges and the Consent Decree was entered into only recently, after some two years of negotiations. Neither the lawsuit, nor the original EEOC charges and associated EEOC Proof of Claim ever excluded American’s or Envoy’s pilots.

21. This first instance of excluding pilots arose in the Consent Decree, which also requires Debtors to create an **“Employee List”** that identifies approximately another 1,500 other

³ According to the Equal Employment Opportunity Commission, Policy, Procedures and Programs; an **“aggrieved individual” means a person who suffers a present harm or loss with respect to a term, condition, or privilege of employment for which there is a remedy.**

potentially “aggrieved individuals”, who must be notified, and provided proof of claim forms, and be allowed to file what amounts to new late-filed proof of claims. See Doc 12861, Exhibit F at 7 ¶ 22. Outrageously, the “**Employee List**” explicitly excludes American Airlines’ and Envoy’s pilots and Corporate Officers. *Id.* ¶ 22(c).

22. It is arbitrary and discriminatory for the EEOC settlement consideration and Consent Decree to exclude only unionized Pilots and Corporate Officers, but to otherwise include all other employees, including unionized flights attendants and mechanics, and even management employees. *Id.* ¶ 22(c). This is simply outrageous, for it was the American Airlines and Envoy Corporate Officers who were responsible for implementing and allowing the unlawful policies and practices that systemically discriminated and retaliated against ALL of Debtors disabled employees. The very same policies and practices to which rank and file line pilot employees were subjected, just like every other employee was. Yet, American’s and Envoy’s pilots are somehow being excluded and lumped in with American’s Corporate Officers who were responsible for the unlawful acts.

23. On July 14, 2012, the U.S. Equal Employment Opportunity Commission, filed Proof of Claim No. 9676 (the “**EEOC Proof of Claim**”) in the unsecured amount unliquidated against American; which listed the basis of the claim as, “**Charge of discrimination No. 540-2009-01250 and other aggrieved individuals.**” See Doc. 12861, Exhibit D.

24. American Airlines has some 15,000 unionized line pilot employees, 958 of whom are on long term disability due to a medical condition that prevents them from serving in the cockpit. **All of American’s 958 disabled pilots are potentially “aggrieved individuals”,** to the extent they suffered retaliation and discrimination and were otherwise denied a

reasonable accommodation in violation of the ADA, during the **“Discriminatory Period”** identified in the Consent Decree.

25. Several American Airlines pilots had filed EEOC charges against the Debtors during the **“Discriminatory Period”**, for the exact same systemic pattern of unlawful conduct referenced in the EEOC’s original lawsuit and Consent Decree.
26. For example, disabled American Airlines’ pilot Lawrence M. Meadows, suffered discrimination and retaliation in violation of the ADA at the hands of the Debtors. In particular, American discriminated against him by denying several written requests for a reasonable accommodation, and then retaliated by purportedly terminating and removing him from the pilots’ seniority list pre-petition in late 2011, and post-petition the Debtors unlawful conduct continued unabated through and after the *effective* date.
27. To date, Meadows receives collectively bargained Long Term Disability benefits negotiated under the American Airlines pilots bargaining agreement, in the form of W-2 pilot employee wages subject to tax withholding and Active Pilot Employee benefits package; but American still treats him as administratively terminated and continues to deny his *post-effective* date requests for reasonable accommodation to a non-flying position.
28. As a result, of American Airlines unlawful conduct Meadows took the following actions to hold Debtors accountable; i) on July 14, 2012 the EEOC Proof of Claim was filed on behalf of all **“other aggrieved individuals”** (Doc 12861, Exhibit F); ii) on August 23, 2012 Meadows filed an EEOC Intake Questionnaire (Exhibit 1); iii) on September 12, 2012 Meadows filed EEOC Charge of Discrimination 540-2012-03194 (which this Court improperly disallowed as not being timely preserved, despite the fact that Meadows was an **“aggrieved individual”** whose claims were preserved by the EEOC Proof of Claim) (Exhibit

2); iv) on January 30, 2015 the EEOC could not certify that American was in compliance with the ADA and issued a Right to Sue letter (Exhibit 3); v) on April 30, 2015 Meadows timely filed his ADA lawsuit *Meadows v American Airlines* (N.D. IL., Case No. 1:15-cv-03899-MSS); vi) then on August 17, 2017 (within the Discriminatory Period in the Consent Decree) Meadows filed another EEOC Charge of Discrimination No. 440-2015-05468 for Debtors' unlawful *post-petition* conduct (Exhibit 4); vii) and on August 3, 2015 Meadows amended his ADA suit to include his 2nd EEOC charge.

29. Particularly troubling, is the fact that the EEOC settlement consideration and Consent Decree requires Dismissal of the EEOC Proof of Claim (Doc 12861, Exhibit D), with prejudice, (*Id.*, ¶14.b). **Such dismissal with prejudice which would permanently and prejudicially deprive all of American's 958 disabled employees as potential "aggrieved individuals"** of the ability to piggyback on the original EEOC Proof of Claim; for the purposes of either participating in a settlement, or for pursuing their currently pending ADA charges and lawsuits based on either *pre-petition*, or *post-petition* thru *pre-effective* date unlawful conduct which violates the ADA.

30. Thus, it is arbitrary and capricious for this Court to approve the EEOC settlement consideration and Consent Decree, because it arbitrarily and discriminatorily excludes American's 958 potential aggrieved disabled pilot employees, including Meadows; all of whom suffered from the very same systemic pattern of unlawful discrimination as all the other employees, who are otherwise having their EEOC claims protected and settled in the Consent Decree. For the Court to do otherwise would be an abuse of its discretion, that would severely prejudice American's disabled pilot employees. This Court should be upholding the ADA statues, and not allow the Debtors' to improperly dodge legitimate

claims otherwise timely preserved by the EEOC Proof of Claim which covered all “*other aggrieved individuals*”. See Doc 12861, Exhibit D. Therefore, for this reason alone, this Court should deny Debtors’ Motion.

C. Consent Decree Violates The Principle Of Equal Treatment Of Claims Within A Class of Creditors (American’s disabled pilots) Under The Bankruptcy Code

31. On December 23, 2016, Judge Lane in a prior Memorandum of Decision, (Doc 12825, at 18 – 20), acknowledges the principal of equal treatment of claims within a class under the Bankruptcy Code. According to Judge Lane, the Bankruptcy Code explicitly requires that a plan “*provide the same treatment for each claim or interest of a particular class, unless the holder of a particular claim or interest agrees to less favorable treatment.*” [Emphasis Added]. 11 U.S.C. § 1123(a)(4).
32. While disparate treatment within a class is permitted if the holder of a claim or interest agrees to less favorable treatment, a plan in such circumstances must explicitly provide that “particular creditors” are being treated in this manner so as to put such creditors on notice. *See, e.g., Forklift LP Corp. v iS3C, Inc. (in re Forklift LP Corp.)*, 363 B.R. 388, 398 (Bankr. D. Del. 2007) (“[I]t would be unfair to deprive creditors of their statutory rights to full payment under the Bankruptcy Code, where plan provisions do not explicitly take those rights away. If a plan explicitly puts a creditor on notice that it is in danger of losing its rights and the creditor fails to act to protect its rights, then rigid application of the plan seems justified. However, where it is more difficult or impossible for the creditor to realize that the Plan threatens its statutory rights, it is inequitable to punish the creditor for failing to object.”) *Terex Corp v. Metro Life Ins. Co. (In re Terex Corp.)* 984 F.2d 170, 175 (6th Cir. 1993) (“[T]he plan itself could have been more specific by explicitly excluding, rather than simply stating that secured claims would be paid in full-100%.

33. While the EEOC Consent Decree explicitly excludes American Airlines pilots from the settlement, the EEOC Charge of Discrimination No. 540-2009-01250 dated July 14, 2012 (Doc 12861, Exhibit D), specifically includes ALL "***other aggrieved individuals.***" Which would necessarily include all "*covered employees*", which here would mean all disabled employees (to include all disabled pilots) who suffered retaliation or discrimination in violation of the ADA; at the hands their "*covered entity*" (*employers American and Envoy*). The Bankruptcy Code requires that all creditors under the claim are explicitly put on notice that they are in danger of losing their rights. **However, here many of potential "aggrieved individuals", or in this case American's disabled pilot claimants have never been put on notice that they are in danger of losing their rights.** This is absolutely inconsistent with the principal of equal treatment of claims within a class under the Bankruptcy Code and is inconsistent with Judge Lane's prior Memorandum Decision. *Id.*
34. Here, it would be grossly unfair to deprive "pilot" creditors, who are also "***aggrieved individuals***", of their right to their timely filed EEOC discrimination claim. **Especially, where plan provisions do not explicitly take those rights away, and where the potential pilot claimants have not received formal notice that they are in danger of losing their rights.**
35. While the Consent Decree, provides an elaborate plan to create an "**Employee List**" for the purpose of providing notice to potential claimant's to exert those claims and file new proof of claims, no explicit notice was sent to potential pilot claimants by the EEOC or the debtor.

36. Based on this issue alone, Debtors Motion for Entry of an Order Pursuant to Fed. R. Bankr. P. 9019(a) Approving Settlement Agreement Resolving Certain Pending EEOC Litigation, should be denied.

D. The EEOC Settlement Considerations and Consent Decree Is Neither Fair Nor Reasonable And Debtors Have Colluded To Defraud American's and Envoy's Disabled Pilots Of Their Creditor And ADA Rights As Aggrieved Individuals

37. **In determining whether to approve a settlement, an independent determination that the settlement is fair and reasonable is required.** *Nellis v. Shugrue*, 165 B.R. 115, 122–23 (S.D.N.Y. 1994). The following factors are generally considered in determining whether to approve a settlement: (i) the probability of success in litigation, with due consideration for the uncertainty in fact and law; (ii) the difficulties of collecting any litigated judgment; (iii) the complexity and likely duration of the litigation and any attendant expense, inconvenience and delay; (iv) the proportion of creditors who do not object to, or who affirmatively support, the proposed settlement; (v) the competence and experience of attorneys and other professionals who support the settlement; (vi) the relative benefits to be received by affected parties; **(vii) the extent to which the settlement is the product of arm's-length bargaining and not the product of fraud or collusion;** and **(viii) the debtor's informed judgment that the settlement is fair and reasonable.** See *TMT Trailer Ferry*, 390 U.S. at 424; *In re Ashford Hotels, Ltd.*, 226 B.R. 797, 804 (Bankr. S.D.N.Y. 1998); *Ionosphere*, 156 B.R. at 428 (citations omitted).

38. Not only did Debtors or the EEOC not notify all of the **potential “aggrieved individuals” prior to signing away their rights, but in this case it deliberately excluded American's 958 disabled pilot claimants who were never been put on notice that they are in danger of losing their rights;** which is not only inconsistent with the principal of

equal treatment of claims within a class under the Bankruptcy Code; but it appears to have done so in what amounts to a **collusory attempt to defraud and prejudicially deprive all of American's 958 disabled employees as potential "aggrieved individuals"**

39. To be certain the original EEOC Proof of Claim #9676, filed on July 12, 2012, includes ALL of Debtors' nationwide aggrieved individuals, consisting of both current and former employees without exception or limitation. Moreover, EEOC lawsuit filed in the District of Arizona, is filed on behalf of 13 named plaintiffs and a **"nationwide group of potential aggrieved individuals."** Yet, no rational explanation is provided as to why the Consent Decree not only fails to includes all of Debtors' nationwide employees and former employees who are potentially **"aggrieved individuals"**, but in fact explicitly it EXCLUDES American's and Envoy's pilots, who too are rank and file unionized employees. The pilots despite being in the set of **"nationwide group of potential aggrieved individuals."** were never notified nor parties to the settlement that deprived them of their rights. This appears to be unfair and unreasonable at best, at worst, may be the product of underhanded dealing if not outright fraud and collusion.

40. Disturbingly, during the very same **"Discriminatory Period"** described in the Consent Decree, several disabled American pilots, had ADA charges pending around the country, including in the EEOX Phoenix District Office, the very same office that conducted the nationwide systemic investigation which led to the EEOC Arizona lawsuit and instant Consent Decree. Yet, these pilots were never informed of the EEOC Proof of Claim No. 9676. However, Debtors most assuredly were aware of that Proof of Claim and the underlying charges and potential **"aggrieved individuals"** associated with it; but was less than truthful and failed to disclose or represent it in other relevant proceedings in this Court.

41. As this Court may recall, in April 2014, American sought to disallow Meadows ADA discrimination claims related to charge 540-2012-03194, filed August 23, 2012, which was squarely in the middle of the **“Discriminatory Period”**, and just one month after EEOC Proof of Claim No. 9676. (Exhibits 1 and 2 *Id.*). Thus, Meadows was clearly one of the **“aggrieved individuals”** on the EEOC Proof of Claim, and the Debtors either knew or should have known, but not only failed to inform this Court, they then filed an Objection in an effort to deprive Meadows of his rightful ADA claims, which were in fact timely preserved by the EEOC Proof of Claim. This is a manifest injustice which this Court can and must undo in order to maintain its credibility and to make Meadows and the 958 others whole.
42. Regardless, ever since Debtors sought to disallow his ADA claims, and even after they obtained an ill-gotten ruling to disallow it, Meadows has made diligent searches to find a blanket EEOC Proof of Claim, but could never find one. He did in fact search the Creditor name “EEOC” in the *amrcaseinfo.com* claims register, but it only returned claim Nos. 874, 873, 2133, 4487, and 5267, none of which applied to him. (Exhibit 5). He even searched the name “Equal Employment Opportunity Commission”, but it yielded the phrase *“No records to be displayed”*. (Exhibit 6). Only after he recently read the Debtors instant Motion, did he see that “On July 14, 2012, the U.S. Equal Employment Opportunity Commission, filed Proof of Claim No. 9676 (the **“EEOC Proof of Claim”**)...” (Doc 12861, at 6 ¶C.7). Meadows, using this newfound evidence then searched the claims register using Claim No. “9676”, and was finally able to see the EEOC Proof of Claim No.9676 which covered **ADA “Charge of discrimination No. 540-2009-01250 and other aggrieved individuals.”** (Exhibit 7).

43. The fact is that this EEOC Proof of Claim covers the exact same pattern of unlawful disability discrimination and retaliation suffered by Meadows and American's other disabled pilots. Sadly, it was never readily searchable and never disclosed by debtors until years after this Court had already improperly disallowed Meadows ADA claims without the benefit of knowing it was preserved by the EEOC Proof of Claim No. 9676. This is very troubling indeed, and at a minimum raises the specter of collusion and fraud.
44. Moreover, during the Discriminatory Period, American engaged in an unlawful practices of terminating and removing certain sick and disabled pilots from the seniority list, without notice⁴. However, these types of automatic terminations solely on the basis of a medical disability, are called "no-leave" policies and strictly prohibited and unlawful under the ADA. As a result of imposing a "no-leave" and 100% return to work practice, during the Discriminatory Period American has unlawfully terminated without notice and in violation of the ADA, some 241MDD⁵ disabled pilots, including Lawrence Meadows. Out of American's 958 disabled pilots who may be potentially "*aggrieved individuals*", these 241 MDD disabled pilots are most certainly aggrieved.
45. Interestingly, just last year on October 19, 2016, in the midst of the EEOC's systemic investigation, American and it pilots' union, hastily entered into a LOA which eliminated its unlawful pilot "no-leave" 100% return to work practice, making it ADA compliant, albeit

⁴ Both prior and current American-APA Collective Bargaining Agreements, Sec 21, provides that a pilot may only be terminate for "just cause", and even then only after written notice, investigation and formal hearing from his chief pilot superior. Additionally, Sec 13, only provided for a pilot to lose his seniority if; 1) he is terminated for just cause, 2) retires, 3) resigns, or 4) fails to return from furlough.

⁵ American's pilots assigned an internal status code of "**MDD**" (**Medical Disability Dropped from AA**) to pilots who were terminated and removed from American's pilot seniority list solely on the basis of being sick or disabled.

only prospectively. (Exhibit 8). However, to date American has refused to reinstate or rehire certain disabled pilots who were already purportedly terminated without notice and remove from the pilot's seniority list.

46. At a minimum, those 241MDD disabled American pilots who were terminated and removed from the seniority list in violation of the ADA, are most certainly aggrieved individuals as described in the EEOC Proof of Claim #9676. Moreover, if the Consent Decree is approved by this Court, and the EEOC Proof of Claim is dismissed without prejudice, then many of those disabled pilots will be permanently and irreparable harmed and unable to resume their American Airlines piloting careers.

47. Based on all the above, it is obvious that the EEOC Consent Decree, at best is neither fair nor reasonable, and given how it deprives American's 958 disabled pilots, including the 241 MDD pilots (unlawfully terminated and removed from the seniority list on the basis of disability) of their substantial rights as creditors, shareholders, and as "aggrieved individuals", it may even be a product of dirty hands, if not outright fraud and collusion. Therefore, based on all the above, and authority in *Nellis Id.* along with the 7th and 8th *TMT Trailer Ferry Id.* factors, this Court should not approve this settlement, and accordingly must deny the Debtors Motion.

CONCLUSION

48. Based on all the foregoing, the EEOC settlement consideration and Consent Decree is not "*fair and equitable*" and not "*in the best interest of the estate*"; and as a result is prejudicial to all Creditors and Shareholders, as well as all potentially aggrieved disabled pilots of American Airlines and Envoy Air. Additionally, it violates the principal of equal treatment of claims within a class under the Bankruptcy Code. Furthermore, the 11th hour no-notice

exclusion of American's 958 disabled pilots is not fair and reasonable, and appears to be the product of fraud or collusion.

49. Therefore, Pro Se Creditor, Shareholder, and aggrieved disabled American pilot, Lawrence M. Meadows, respectfully requests this Court deny Debtors Motion in its entirety. Alternatively, he requests this Court issue an Order which directs that the EEOC Proof of Claim not be dismissed, and also requires Debtors to provide proper notice to all 958 of American's disabled pilots who are potentially "aggrieved individuals", and allow such pilots to file new individual Claim forms outside of this settlement, for any discrimination or retaliation they suffered as a result of Debtors unlawful ADA practices and policies during the discriminatory period, and be allowed to pursue any pending charges or lawsuits. Otherwise, American's disabled pilots who are "aggrieved individuals" will be left remediless without a forum to resolve their meritorious ADA claims.

Dated this 27th day of January, 2018;

Respectfully Submitted,



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EXHIBIT 1

FAX to Celeste: 602-640-5071
or Patricia Miner

PHOENIX VISIBILITY OFFICE
3300 Central Ave
SUITE 960
PHOENIX, AZ 85012-2504



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
INTAKE QUESTIONNAIRE

Please immediately complete this entire form and return it to the U.S. Equal Employment Opportunity Commission ("EEOC"). REMEMBER, a charge of employment discrimination must be filed within the time limits imposed by law, within 180 days or in some places within 300 days of the alleged discrimination. When we receive this form, we will review it to determine EEOC coverage. Answer all questions completely, and attach additional pages if needed to complete your responses. If you do not know the answer to a question, answer by stating "not known." If a question is not applicable, write "N/A." (PLEASE PRINT)

1. Personal Information

Last Name: MEADOWS First Name: LAWRENCE MI: M
Street or Mailing Address: PO Box 4344 Apt or Unit #: _____
City: PARK CITY County: SUMMIT State: UT Zip: 84060
Phone Numbers: Home: (516) 982-7718 Work: () _____
Cell: (516) 982-7718 Email Address: lawrencemeadows@yahoo.com
Date of Birth: 3/8/63 Sex: Male Female Do You Have a Disability? Yes No

Please answer each of the next three questions.
i. Are you Hispanic or Latino? Yes No
ii. What is your Race? Please choose all that apply. American Indian or Alaskan Native Asian White
 Black or African American Native Hawaiian or Other Pacific Islander
iii. What is your National Origin (country of origin or ancestry)? _____

Please Provide The Name Of A Person We Can Contact If We Are Unable To Reach You:

Name: Annmarie MARINO Relationship: Wife
Address: SAME AS ABOVE City: _____ State: _____ Zip Code: _____
Home Phone: (305) 333-9534 Other Phone: (305) 333-9534

2. I believe that I was discriminated against by the following organization(s): (Check those that apply)

Employer Union Employment Agency Other (Please Specify) _____

Organization Contact Information (If the organization is an employer, provide the address where you actually worked. If you work from home, check here and provide the address of the office to which you reported.) If more than one employer is involved, attach additional sheets.

Organization Name: AMERICAN AIRLINES FLIGHT ADMINISTRATION
Address: MAIL DROP 2030 Pobox 527300 County: DADE
City: MIAMI State: FL Zip: 33152 Phone: (305) -526-1200
Type of Business: AIRLINE Job Location if different from Org. Address: MIAMI Int. Airport
Human Resources Director or Owner Name: CAPTAIN ROBERT BAILEIGH Phone: (305) 526-1230

Number of Employees in the Organization at All Locations: Please Check (✓) One
 Fewer Than 15 15 - 100 101 - 200 201 - 500 More than 500

3. Your Employment Data (Complete as many items as you are able.) Are you a federal employee? Yes No

Date Hired: 10/21/91 Job Title At Hire: Pilot
Pay Rate When Hired: \$16,000/yr Last or Current Pay Rate: \$136,500/yr
Job Title at Time of Alleged Discrimination: _____ Date Quit/Discharged: November 4, 2011
Name and Title of Immediate Supervisor: CAPTAIN
If Job Applicant, Date You Applied for Job: N/A Job Title Applied For: N/A

4. What is the reason (basis) for your claim of employment discrimination?

FOR EXAMPLE, if you feel that you were treated worse than someone else because of race, you should check the box next to Race. If you feel you were treated worse for several reasons, such as your sex, religion and national origin, you should check all that apply. If you complained about discrimination, participated in someone else's complaint, or filed a charge of discrimination, and a negative action was threatened or taken, you should check the box next to Retaliation.

- Race Sex Age Disability National Origin Religion Retaliation Pregnancy Color (typically a difference in skin shade within the same race) Genetic Information; circle which type(s) of genetic information is involved:
 - i. genetic testing
 - ii. family medical history
 - iii. genetic services (genetic services means counseling, education or testing)

If you checked color, religion or national origin, please specify: _____

If you checked genetic information, how did the employer obtain the genetic information? _____

Other reason (basis) for discrimination (Explain): _____

5. What happened to you that you believe was discriminatory? Include the date(s) of harm, the action(s), and the name(s) and title(s) of the person(s) who you believe discriminated against you. Please attach additional pages if needed.
(Example: 10/02/06 - Discharged by Mr. John Soto, Production Supervisor)

A. Date: 11/4/11 Action: Terminated. Administratively separated, and pilot severity number was revoked.

Name and Title of Person(s) Responsible: Scott Hansen, Director Flight Administration.

B. Date: 11/4/11 Action: Refused my request for a Reasonable Accommodation for additional sick leave, or into another job position in my

Name and Title of Person(s) Responsible bargaining unit.

6. Why do you believe these actions were discriminatory? Please attach additional pages if needed.

In American refused to modify their "No-Leave" policy as required under the ADA

7. What reason(s) were given to you for the acts you consider discriminatory? By whom? His or Her Job Title?

Company Policy, Pilot's Collective Bargaining Agreement

8. Describe who was in the same or similar situation as you and how they were treated. For example, who else applied for the same job you did, who else had the same attendance record, or who else had the same performance? Provide the race, sex, age, national origin, religion, or disability of these individuals, if known, and if it relates to your claim of discrimination. For example, if your complaint alleges race discrimination, provide the race of each person; if it alleges sex discrimination, provide the sex of each person; and so on. Use additional sheets if needed.

Of the persons in the same or similar situation as you, who was treated better than you?

<u>Full Name</u>	<u>Race, Sex, Age, National Origin, Religion or Disability</u>	<u>Job Title</u>	<u>Description of Treatment</u>
------------------	--	------------------	---------------------------------

A. Unknown —

B. _____

Of the persons in the same or similar situation as you, who was treated worse than you?

Full Name Race, Sex, Age, National Origin, Religion or Disability Job Title Description of Treatment

A. unknown -

B.

Of the persons in the same or similar situation as you, who was treated the same as you?

Full Name Race, Sex, Age, National Origin, Religion or Disability Job Title Description of Treatment

A. unknown -

B.

Answer questions 9-12 only if you are claiming discrimination based on disability. If not, skip to question 13. Please tell us if you have more than one disability. Please add additional pages if needed.

- 9. Please check all that apply: [X] Yes, I have a disability [] I do not have a disability now but I did have one [] No disability but the organization treats me as if I am disabled

10. What is the disability that you believe is the reason for the adverse action taken against you? Does this disability prevent or limit you from doing anything? (e.g., lifting, sleeping, breathing, walking, caring for yourself, working, etc.). Diagnosed w/ Bipolar II disorder, requiring treatment w/ psychotropic medications. This prevents me from qualify for FAA Airman Medical Certification required to perform my duties as a pilot.

11. Do you use medications, medical equipment or anything else to lessen or eliminate the symptoms of your disability? [X] Yes [] No If "Yes," what medication, medical equipment or other assistance do you use? Wellbutrin, Lamictal, and adderall

12. Did you ask your employer for any changes or assistance to do your job because of your disability? [X] Yes [] No August 19, and 29, 2012

If "Yes," when did you ask? September 30, 12. How did you ask (verbally or in writing)? Both Who did you ask? (Provide full name and job title of person)

Describe the changes or assistance that you asked for: First, recognize my disability, and then offer Reasonable Accommodation in a position with sick similar job terms including seniority, or Alternatively, Additional Leave How did your employer respond to your request? Refused to offer similar job in my bargaining unit, and also refused additional sick leave.

13. Are there any witnesses to the alleged discriminatory incidents? If yes, please identify them below and tell us what they will say. (Please attach additional pages if needed to complete your response)

Full Name Job Title Address & Phone Number What do you believe this person will tell us?

A. unknown

B.

14. Have you filed a charge previously on this matter with the EEOC or another agency? Yes No

15. If you filed a complaint with another agency, provide the name of agency and the date of filing:

16. Have you sought help about this situation from a union, an attorney, or any other source? Yes No

Provide name of organization, name of person you spoke with and date of contact. Results, if any?

Allied Pilots Association (APA), city Charles Hanson, Feb 13, 2012

Refused to give full fair Grievance Process, denied CBA violated the ADA

Please check one of the boxes below to tell us what you would like us to do with the information you are providing on this questionnaire. If you would like to file a charge of job discrimination, you must do so either within 180 days from the day you knew about the discrimination, or within 300 days from the day you knew about the discrimination if the employer is located in a place where a state or local government agency enforces laws similar to the EEOC's laws. If you do not file a charge of discrimination within the time limits, you will lose your rights. If you would like more information before filing a charge or you have concerns about EEOC's notifying the employer, union, or employment agency about your charge, you may wish to check Box 1. If you want to file a charge, you should check Box 2.

BOX 1 I want to talk to an EEOC employee before deciding whether to file a charge. I understand that by checking this box, I have not filed a charge with the EEOC. I also understand that I could lose my rights if I do not file a charge in time.

BOX 2 I want to file a charge of discrimination, and I authorize the EEOC to look into the discrimination I described above. I understand that the EEOC must give the employer, union, or employment agency that I accuse of discrimination information about the charge, including my name. I also understand that the EEOC can only accept charges of job discrimination based on race, color, religion, sex, national origin, disability, age, genetic information, or retaliation for opposing discrimination.

J.M. Meade Signature

August 23, 2012 Today's Date

PRIVACY ACT STATEMENT: This form is covered by the Privacy Act of 1974: Public Law 93-579. Authority for requesting personal data and the uses thereof are:

- 1) FORM NUMBER/TITLE/DATE. EEOC Intake Questionnaire (9/22/08). 2) AUTHORITY. 42 U.S.C. § 2000e-5(b), 29 U.S.C. § 211, 29 U.S.C. § 626, 42 U.S.C. 12117(a) 3) PRINCIPAL PURPOSE. The purpose of this questionnaire is to solicit information about claims of employment discrimination, determine whether the EEOC has jurisdiction over those claims, and provide charge filing counseling, as appropriate. Consistent with 29 CFR 1601.12(b) and 29 CFR 1626.6(c), this questionnaire may serve as a charge if it meets the elements of a charge. 4) ROUTINE USES. EEOC may disclose information from this form to other state, local and federal agencies as appropriate or necessary to carry out the Commission's functions, or if EEOC becomes aware of a civil or criminal law violation. EEOC may also disclose information to respondents in litigation, to congressional offices in response to inquiries from parties to the charge, to disciplinary committees investigating complaints against attorneys representing the parties to the charge, or to federal agencies inquiring about hiring or security clearance matters. 5) WHETHER DISCLOSURE IS MANDATORY OR VOLUNTARY AND EFFECT ON INDIVIDUAL FOR NOT PROVIDING INFORMATION. Providing this information is voluntary but the failure to do so may hamper the Commission's investigation of a charge. It is not mandatory that this form be used to provide the requested information.

EXHIBIT 2

EEOC Form 5 (11/09)

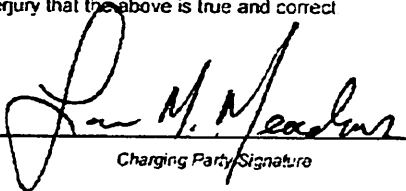
CHARGE OF DISCRIMINATION <small>This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.</small>		Charge Presented To: Agency(ies) Charge No(s): <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC 540-2012-03194	
Florida Commission On Human Relations and EEOC <small>State or local Agency, if any</small>			
Name (Indicate Mr., Ms., Mrs.) Mr. Lawrence M. Meadows		Home Phone (Incl. Area Code) (516) 982-7718	Date of Birth: 03-08-1963
Street Address City, State and ZIP Code P.O. Box 4344, Park City, UT 84060			
Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)			
Name AMERICAN AIRLINES INC		No. Employees, Members 500 or More	Phone No. (Include Area Code) (305) 526-1200
Street Address City, State and ZIP Code Mail Drop 2030 Po Box 527300, Miami, FL 33152			
Name 		No. Employees, Members 	Phone No. (Include Area Code)
Street Address City, State and ZIP Code 			
DISCRIMINATION BASED ON (Check appropriate box(es).) <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> GENETIC INFORMATION <input type="checkbox"/> OTHER (Specify)		DATE(S) DISCRIMINATION TOOK PLACE Earliest Latest: 11-04-2011 <input type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)): <p>I was employed by the above named company from October 3, 1991 until November 4, 2011. My last position was Pilot. I believe I was well qualified and performed my duties at or above a satisfactory level. On or around 2011, I was diagnosed with a medical condition. I immediately informed Scott Hansen, Director of Flight Administration and asked for a reasonable accommodation to be able to work as a Non-Flying Pilot in the Training Center or X-Type check Airman and or to be able to take additional time off, which was denied due to Respondent's no leave policy. My request was ignored and later denied. On September 2, 2011; Hansen told me that I could apply and compete for any other vacant positions. Consequently, on November 4, 2011; I was terminated without cause.</p> <p>I believe I have been discriminated against because of my medical condition, in violation of the American with Disabilities Act of 1990, as amended.</p>			
I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.		NOTARY - When necessary for State and Local Agency Requirements	
I declare under penalty of perjury that the above is true and correct		I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT	
Date 9/12/2012		SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)	
Charging Party Signature 			

EXHIBIT 3



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Phoenix District Office

3300 N. Central Avenue, Suite 690
Phoenix, AZ 85012-2504
Phoenix Direct Dial: (602) 640-5000
TTY (602) 640-5072
FAX (602) 640-5071

Lawrence M. Meadows
P.O. Box 4344
Park City, UT 84060

Subject: Dismissal of Charge

Charge Number: 540-2012-03194

Dear Mr. Meadows:

We have completed a preliminary review of your case. At this time, the information in the file does not indicate that any further investigation of your case would necessarily result in any finding of discrimination. Consequently, we have decided that the Equal Employment Opportunity Commission (EEOC) will not investigate this case any further. This letter, and the enclosed documents, will dismiss your case from further action by the EEOC.

This dismissal is not a statement on the merits of your case. You still have rights under Federal law to privately pursue this matter in Federal Court. We have enclosed a Dismissal and Notice of Right to Sue form with this letter. This form will explain your rights. Please note that *you have only 90 days from the date that delivery of the Notice was attempted at your last known address of record or 90 days of receipt of the Notice, whichever is earlier, to file suit in Federal Court, or you will lose your right to file a lawsuit against the respondent named in your charge.*

If you have any questions, please feel free to contact me at (602) 640-5055.

Sincerely,

A handwritten signature in black ink, appearing to read "Lucy Orta", written over a horizontal line.

Lucy Orta
Enforcement Supervisor

JAN 30 2015

Date

Enclosure

FOIA Request

EEOC Form 161 (11/05)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: **Lawrence M. Meadows**
P.O. Box 4344
Park City, UT 84060

From: **Phoenix District Office**
3300 North Central Ave
Suite 690
Phoenix, AZ 85012

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.	EEOC Representative	Telephone No.
540-2012-03194	Lucy V. Orta, Enforcement Supervisor	(602) 640-5055

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- Your allegations did not involve a disability as defined by the Americans With Disabilities Act.
- The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge
- The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- Other (briefly state)

- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed **WITHIN 90 DAYS** of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

Rayford O. Irvin,
District Director

JAN 30 2015

(Date Mailed)

Enclosures(s)

cc: **Melissa Romig**
Sr. Attorney
AMERICAN AIRLINES
PO Box 619616, MD-5141
Dfw Airport, TX 75261

EXHIBIT 4

EEOC Form 5 (11/09)

<p>CHARGE OF DISCRIMINATION</p> <p>This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.</p>	<p>Charge Presented To: Agency(ies) Charge No(s):</p> <p><input type="checkbox"/> FEPA</p> <p><input checked="" type="checkbox"/> EEOC 440-2015-05468</p>
---	---

Illinois Department Of Human Rights and EEOC

State or local Agency, if any

Name (indicate Mr., Ms., Mrs.)	Home Phone (Incl. Area Code)	Date of Birth
Lawrence Meadows	(516) 982-7718	03-08-1963

Street Address City, State and ZIP Code

203 N. Lasalle St., Ste 2100, Chicago, IL 60601

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name	No. Employees, Members	Phone No. (Include Area Code)
AMERICAN AIRLINES, INC	500 or More	(972) 897-2457

Street Address City, State and ZIP Code

4333 Amon Carter Blvd, Fort Worth, TX 76155

Name	No. Employees, Members	Phone No. (Include Area Code)

Street Address City, State and ZIP Code

<p>DISCRIMINATION BASED ON (Check appropriate box(es).)</p> <p> <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> GENETIC INFORMATION <input type="checkbox"/> OTHER (Specify) </p>	<p>DATE(S) DISCRIMINATION TOOK PLACE</p> <p>Earliest Latest</p> <p style="text-align: right;">07-17-2015</p> <p><input type="checkbox"/> CONTINUING ACTION</p>
--	--

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

I began my employment with Respondent around October 1, 1999. My position was as a Pilot. Respondent is aware of my disability which forced me into a long term medical leave. I have requested and applied for reassignment to non-flying positions as a reasonable accommodation to no avail. I have engaged in protected activity, most recently on or about April 15, 2015. Subsequently, on April 24, 2015, my benefits were suspended. I have requested my seniority as a pilot and travel privileges to be reinstated to no avail.

I believe that I have been discriminated against because of my disability, and in retaliation for engaging in protected activity, in violation of the American with Disabilities Act of 1990 as amended.

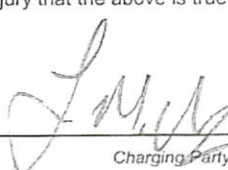
<p>I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.</p> <p>I declare under penalty of perjury that the above is true and correct.</p>	<p>NOTARY – When necessary for State and Local Agency Requirements</p> <p>I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.</p> <p>SIGNATURE OF COMPLAINANT</p> <p>SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)</p>
<p><u>7/17/2015</u> </p> <p>Date Charging Party Signature</p>	<p> </p>

EXHIBIT 5

AS OF 1/24/18



Note: Claim information is subject to continuous audit, review and revision.

Search By:

Include: Filed Claims Filed and Scheduled Claims

Due to the volume of records searched, your request may take a couple of minutes to complete.

1 - 5 Of 5 Records

- [Home](#)
- [Claims Register/
Creditor Search](#)
- [Client Login](#)

Schedule ID	Claim #	Filed Date	Creditor Name ▲	Total Scheduled Amount	Total Claimed Amount	Total Allowed Amount
>	874	02/21/12	U S EEOC FOR HENRY FUENTES	\$301,360.00	(Unliquidated)	
>	873	02/21/12	U S EEOC FOR JERRY WASHINGTON	\$301,650.00	(Unliquidated)	
>	2133	04/13/12	US EEOC		\$300,000.00	\$0.00
>	4487	06/18/12	US EEOC		\$300,000.00	\$0.00
>	5267	06/28/12	US EEOC		\$300,000.00	\$0.00
Search Results Total				\$0.00	\$1,503,010.00	\$0.00

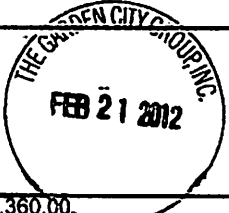
As the official claims agent, GCG makes the first page of all filed proofs of claim available on the Claims Register/Creditor Search page of GCG's website. In accordance with Fed. Bank. R. 9037(g), parties that file proofs of claim are deemed to consent to the display of all information that has not been otherwise redacted on their claim form.

All claimants on the claims register may be found through the above search. If you wish to receive the official Claims Register or have any questions concerning this case, please contact amrcaseinfo@gcginc.com

Due to the volume of records searched, your request may take a couple of minutes to complete.


B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: American Airlines		Case Number: 11-15463 (S.D.N.Y.)
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): U. S. EEOC for Henry Fuentes		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: U.S. EEOC 207 S. Houston, 3rd Floor Dallas, TX 75202		Court Claim Number: _____ <i>(If known)</i>
Telephone number: (214) 253-2810		Filed on: _____
Name and address where payment should be sent (if different from above): _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: _____		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>301,360.00</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input checked="" type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: _____ (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>2/15/12</u>		
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <i>J.V. Espando</i>		FOR COURT USE ONLY



Amount entitled to priority;
unliquidated

8 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: American Airlines		Case Number: 11-15463 (S.D.N.Y.)
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): U. S. EEOC for Jerry Washington		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: U.S. EEOC 207 S. Houston, 3rd Floor Dallas, TX 75202		Court Claim Number: _____ <i>(If known)</i>
Telephone number: (214) 253-2810		Filed on: _____
Name and address where payment should be sent (if different from above): <div style="text-align: center;"></div>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: _____		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>301,650.00</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.		Specify the priority of the claim.
If all or part of your claim is entitled to priority, complete item 5.		
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
2. Basis for Claim: _____ <i>(See instruction #2 on reverse side.)</i>		<input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$10,950* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
3. Last four digits of any number by which creditor identifies debtor: _____		<input checked="" type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
3a. Debtor may have scheduled account as: _____ <i>(See instruction #3a on reverse side.)</i>		<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().
Describe: _____		Amount entitled to priority: \$ unliquidated
Value of Property: \$ _____ Annual Interest Rate _____ %		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____		
Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i>		
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		
If the documents are not available, please explain.		
Date: 2/15/12	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. J.V. Efanse	FOR COURT USE ONLY

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

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT Southern District of New York		<div style="border: 2px solid black; padding: 5px; text-align: center;"> PROOF OF CLAIM R E C E I V E APR 13 2012 U.S. BANKRUPTCY COURT SO DIST OF NEW YORK </div>
Name of Debtor: American Eagle Airlines, Inc.	Case Number: 11-15463 (SHL)	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name of Creditor (the person or other entity to whom the debtor owes money or property): US EEOC		
Name and address where notices should be sent: Equal Employment Opportunity Commission, Cincinnati Office 550 Main Street, Suite 10019 Cincinnati, OH 45202		
Telephone number: (513) 684-2847 email: _____		
Name and address where payment should be sent (if different from above): FILED - 02133 USBC - SDNY AMR CORPORATION, ET AL. 11-15463 (SHL)		
Telephone number: _____ email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>300,000.00</u>		
If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Civil rights violation.</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <u>1 2 3 4</u>	3a. Debtor may have scheduled account as: <u>(See instruction #3a)</u>	3b. Uniform Claim Identifier (optional): <u>(See instruction #3b)</u>
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		Basis for perfection: _____
Value of Property: \$ _____		Amount of Secured Claim: \$ _____
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5). Amount entitled to priority: \$ <u>11,725.00</u>
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



AAM0217489036

Modified B 10 (GCG) (12-11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):	Case No.	<input type="checkbox"/> Eagle Aviation Services, Inc.	(11-15472)
<input type="checkbox"/> American Airlines, Inc.	(11-15464)	<input type="checkbox"/> Admirals Club, Inc.	(11-15473)
<input checked="" type="checkbox"/> AMR Corporation	(11-15463)	<input type="checkbox"/> Business Express Airlines, Inc.	(11-15474)
<input type="checkbox"/> AMR Eagle Holding Corporation	(11-15465)	<input type="checkbox"/> Reno Air, Inc.	(11-15475)
<input type="checkbox"/> American Airlines Realty (NYC) Holdings, Inc.	(11-15462)	<input type="checkbox"/> AA Real Estate Holding GP LLC	(11-15476)
<input type="checkbox"/> Americas Ground Services, Inc.	(11-15466)	<input type="checkbox"/> AA Real Estate Holding L.P.	(11-15477)
<input type="checkbox"/> PMA Investment Subsidiary, Inc.	(11-15467)	<input type="checkbox"/> American Airlines Marketing Services LLC	(11-15478)
<input type="checkbox"/> SC Investment, Inc.	(11-15468)	<input type="checkbox"/> American Airlines Vacations LLC	(11-15479)
<input type="checkbox"/> American Eagle Airlines, Inc.	(11-15469)	<input type="checkbox"/> American Aviation Supply LLC	(11-15480)
<input type="checkbox"/> Executive Airlines, Inc.	(11-15470)	<input type="checkbox"/> American Airlines IP Licensing Holding, LLC	(11-15481)
<input type="checkbox"/> Executive Ground Services, Inc.	(11-15471)		

Your Claim is Scheduled As Follows:



FILED - 04487
USBC - SDNY
AMR CORPORATION, ET AL.
11-15463 (SH11)

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503 (other than a claim under 11 U.S.C. § 503(b)(9) which is subject to a separate bar date of February 13, 2012).

Name of Creditor (the person or other entity to whom the Debtor owes money or property): US EEOC	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: US EEOC EQUAL EMPLOYMENT OPPORTUNITY COMMISSION CINCINNATI OFFICE 550 MAIN ST STE 10019 CINCINNATI, OH 45202-5202	Court Claim Number: (If known)
Telephone number: E-mail:	Filed on: _____
Name and address where payment should be sent (if different from above):	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number: E-mail:	

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form. EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed (November 29, 2011): \$ 300,000
(See instruction #1)
If all or part of the claim is secured, complete item 4.
If all or part of the claim is entitled to priority, complete item 5.
 Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: CIVIL RIGHTS VIOLATION
(See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor: (See instruction #3) <u>1 2 3 4</u>	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
--	--	---

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:	<input type="checkbox"/> Real Estate	<input type="checkbox"/> Equipment	Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____
	<input type="checkbox"/> Other		
Describe: _____	Basis for perfection: _____		
Value of Property: \$ _____	Amount of Secured Claim: \$ _____		
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable	Amount Unsecured: \$ _____		

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. (See instruction #5)

<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier - 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5). Amount entitled to priority: \$ <u>11,725</u>
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)().

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

00003317

AAM0217489036



Modified B 10 (GCG) (12-11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor (Check Only One):		Case No.	
<input type="checkbox"/> American Airlines, Inc.	(11-15464)	<input type="checkbox"/> Eagle Aviation Services, Inc.	(11-15472)
<input type="checkbox"/> AMR Corporation	(11-15463)	<input type="checkbox"/> Admirals Club, Inc.	(11-15473)
<input type="checkbox"/> AMR Eagle Holding Corporation	(11-15465)	<input type="checkbox"/> Business Express Airlines, Inc.	(11-15474)
<input type="checkbox"/> American Airlines Realty (NYC) Holdings, Inc.	(11-15462)	<input type="checkbox"/> Reno Air, Inc.	(11-15475)
<input type="checkbox"/> Americas Ground Services, Inc.	(11-15466)	<input type="checkbox"/> AA Real Estate Holding GP LLC	(11-15476)
<input type="checkbox"/> PMA Investment Subsidiary, Inc.	(11-15467)	<input type="checkbox"/> AA Real Estate Holding L.P.	(11-15477)
<input type="checkbox"/> SC Investment, Inc.	(11-15468)	<input type="checkbox"/> American Airlines Marketing Services LLC	(11-15478)
<input checked="" type="checkbox"/> American Eagle Airlines, Inc.	(11-15469)	<input type="checkbox"/> American Airlines Vacations LLC	(11-15479)
<input type="checkbox"/> Executive Airlines, Inc.	(11-15470)	<input type="checkbox"/> American Aviation Supply LLC	(11-15480)
<input type="checkbox"/> Executive Ground Services, Inc.	(11-15471)	<input type="checkbox"/> American Airlines IP Licensing Holding, LLC	(11-15481)



FILED - 05267
USBC - SDNY
AMR CORPORATION, ET AL.
11-15463 (S111)

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503 (other than a claim under 11 U.S.C. § 503(b)(9) which is subject to a separate bar date of February 13, 2012).

Name of Creditor (the person or other entity to whom the Debtor owes money or property): US EEOC

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
US EEOC
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
CINCINNATI OFFICE
550 MAIN ST STE 10019
CINCINNATI, OH 45202-5202

Court Claim Number:

(If known)

Telephone number:
E-mail:

Filed on: 6/18/2012

Name and address where payment should be sent (if different from above):

Telephone number:
E-mail:

Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

1. Amount of Claim as of Date Case Filed (November 29, 2011): \$ 300,000
(See instruction #1)
If all or part of the claim is secured, complete item 4.
If all or part of the claim is entitled to priority, complete item 5.
 Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: CIVIL RIGHTS VIOLATION
(See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor:
(See instruction #3)
1 2 3 4

3a. Debtor may have scheduled account as:

(See instruction #3a)

3b. Uniform Claim Identifier (optional):

(See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: Real Estate Equipment Other

Describe: _____

Value of Property: \$ _____

Annual Interest Rate: _____ % Fixed or Variable

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____

Amount Unsecured: \$ _____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. (See instruction #5)

<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier - 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ <u>11,725</u>
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)().	

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

EXHIBIT 6

As of 1/24/18



Note: Claim information is subject to continuous audit, review and revision.

Search By :

Include: Filed Claims Filed and Scheduled Claims

[Home](#)

[Claims Register/
Creditor Search](#)

[Client Login](#)

No records to be displayed.

As the official claims agent, GCG makes the first page of all filed proofs of claim available on the Claims Register/Creditor Search page of GCG's website. In accordance with Fed. Bank. R. 9037(g), parties that file proofs of claim are deemed to consent to the display of all information that has not been otherwise redacted on their claim form.

All claimants on the claims register may be found through the above search. If you wish to receive the official Claims Register or have any questions concerning this case, please contact amrcaseinfo@gcginc.com

Due to the volume of records searched, your request may take a couple of minutes to complete.

EXHIBIT 7



Note: Claim information is subject to contingent audit, review and revision.

Search By : Claim Number Equal to 9676

Find

Home

Save As Excel

Due to the volume of records searched, your request may take a couple of minutes to complete.

1 - 1 Of 1 Records

Claims Register/
Creditor Search

Client Login

Schedule ID	Claim #	Filed Date	Creditor Name	Total Scheduled Amount	Total Claimed Amount	Total Allowed Amount
	9676	07/14/12	US EQUAL EMPLOYMENT OPPORTUNITY COMMISSION	\$0.00	\$0.00	\$0.00
Search Results Total				\$0.00	\$0.00	\$0.00

— Creditor Detail		GCG #: 7435252	Claim #: 9676			
Creditor Name : US EQUAL EMPLOYMENT OPPORTUNITY COMMISSION						
Address : ATTN NANCY GRIFFITHS, 3300 N CENTRAL AVE STE 690 PHOENIX AZ 85012						
— Claim Detail		View Claim Image				
Transferor Name :						
Filed Date : 07/14/12		Amends Claim #(s) :				
Scheduled As :		Amended by Claim # :				
Secured	Scheduled	Claimed	Allowed			
Priority		Unliquidated				
Administrative						
503(b)(9)						
Unsecured						
Total		Unliquidated				
Debtor		American Airlines, Inc.				
Note: Potential discrepancy on the face of the claim						
"Claimed" 503(b)(9) amounts are included in the "Claimed" Admin amounts. The 503(b)(9) claimed amounts are a subset of the claimed Admin amounts.						
"Allowed" 503(b)(9) amounts are not included in the "Allowed" Admin amounts. The 503(b)(9) allowed amounts are independent of the allowed Admin amounts.						
— Reconciliation Detail						
Basis	Relief	Status	Resolution	Date	Reconciliation Docket #	Image
Objection Pursuant to Section 7.1 of the Plan To Be Determined		Objection Withdrawn		01/21/15	12407	04
+ Transfer Detail						

As the official claims agent, GCG makes the first page of all filed proofs of claim available on the Claims Register/Creditor Search page of GCG's website. In accordance with Fed. Bank. R. 9037(g), parties that file proofs of claim are deemed to consent to the display of all information that has not been otherwise redacted on their claim form.

All claimants on the claims register may be found through the above search. If you wish to receive the official Claims Register or have any questions concerning this case, please contact amrcaseinfo@gcginc.com

Due to the volume of records searched, your request may take a couple of minutes to complete.



GCG Number: 07435252



Modified B 10 (GCG) (12-11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK **PROOF OF CLAIM**

Name of Debtor (Check Only One): Case No.

<input checked="" type="checkbox"/> American Airlines, Inc.	(11-15464)	<input type="checkbox"/> Eagle Aviation Services, Inc.	(11-15472)
<input type="checkbox"/> AMR Corporation	(11-15463)	<input type="checkbox"/> Admirals Club, Inc.	(11-15473)
<input type="checkbox"/> AMR Eagle Holding Corporation	(11-15465)	<input type="checkbox"/> Business Express Airlines, Inc.	(11-15474)
<input type="checkbox"/> American Airlines Realty (NYC) Holdings, Inc.	(11-15462)	<input type="checkbox"/> Reno Air, Inc.	(11-15475)
<input type="checkbox"/> Americas Ground Services, Inc.	(11-15466)	<input type="checkbox"/> AA Real Estate Holding GP LLC	(11-15476)
<input type="checkbox"/> PMA Investment Subsidiary, Inc.	(11-15467)	<input type="checkbox"/> AA Real Estate Holding L.P.	(11-15477)
<input type="checkbox"/> SC Investment, Inc.	(11-15468)	<input type="checkbox"/> American Airlines Marketing Services LLC	(11-15478)
<input type="checkbox"/> American Eagle Airlines, Inc.	(11-15469)	<input type="checkbox"/> American Airlines Vacations LLC	(11-15479)
<input type="checkbox"/> Executive Airlines, Inc.	(11-15470)	<input type="checkbox"/> American Aviation Supply LLC	(11-15480)
<input type="checkbox"/> Executive Ground Services, Inc.	(11-15471)	<input type="checkbox"/> American Airlines IP Licensing Holding, LLC	(11-15481)

Your Claim is Scheduled As Follows:



FILED-09676

USBC - SDNY

AMR CORPORATION, ET AL.
11-15463 (S11L)

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503 (other than a claim under 11 U.S.C. § 503(b)(9)) which is subject to a separate bar date of February 13, 2012.

Name of Creditor (the person or other entity to whom the Debtor owes money or property): US Equal Employment Opportunity Commission

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
 3300 N. CENTRAL AVE. STE. 690
 PHOENIX, AZ 85012
ATTN: Nancy Griffiths

Court Claim Number: _____
 (If known)

Filed on: _____

Telephone number: 6026404632
 E-mail: Nancy.Griffiths@eeoc.gov

Name and address where payment should be sent (if different from above):
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
 Attn: Nancy Griffiths
 3300 N. CENTRAL AVE. STE. 690
 PHOENIX, AZ 85012

Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

Telephone number: 6026404632
 E-mail: Nancy.Griffiths@eeoc.gov

1. Amount of Claim as of Date Case Filed (November 29, 2011): \$ unliquidated
 (See instruction #1)

If all or part of the claim is secured, complete item 4.
 If all or part of the claim is entitled to priority, complete item 5.
 Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Charge of Discrimination No. 540-2009-01250 and other aggrieved individuals
 (See instruction #2)

3. Last four digits of any number by which creditor identifies Debtor: (See instruction #3)	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
--	---	--

4. Secured Claim (See instruction #4)
 Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: Real Estate Equipment Other \$ _____

Describe: _____ Basis for perfection: _____

Value of Property: \$ _____ Amount of Secured Claim: \$ _____

Annual Interest Rate _____% Fixed or Variable Amount Unsecured: \$ _____

(when case was filed)

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. (See instruction #5)

<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B)	<input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier - 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ <u>unliquidated</u>
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)()	

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)



Control Number: 3946407316

EXHIBIT 8



October 19, 2016

Captain Dan Carey
President
Allied Pilots Association
14800 Trinity Blvd., Suite 500
Ft. Worth, TX 76155-2512

Re: Elimination of limitations on retention and accrual of seniority for disabled pilots

Dear Captain Carey:

This will confirm the agreement between American Airlines, Inc. ("Company") and the Allied Pilots Association ("Association") (collectively the "Parties") regarding the elimination of the five (5) and eight (8) year limitations on the retention and accrual of seniority for LAA and LUS West pilots who have a medical disability as defined in Supplement F(1).5.a. The parties agree that these pilots (LAA and LUS) will continue to retain and accrue seniority while disabled.

The Parties agree to the following amendment to the Collective Bargaining Agreement ("CBA") to effect this agreement:


Supplement F(1).5.d

A pilot shall retain and continue to accrue his seniority for the purposes of this Supplement F while disabled. In the event such a pilot member recovers and returns to the Company as a pilot, his monthly disability pension shall cease. He will again become a participant in the Plan for the accrual of additional Basic and Variable Annuity benefits payable at Normal Retirement Date, subject to the eligibility provisions of the Plan. In the event such a pilot member works for the Company in a capacity other than as a pilot, his pilot benefits shall not be paid while he is employed in such a capacity. However, during such period he shall be eligible to participate in the pension programs applicable to his job category.

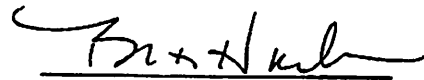
The parties agree that this amendment is prospective only. That is, this amendment has no application to pilots whose employment terminated prior to the effective date of this Agreement. The effective date of this agreement shall be September 30, 2016.

Please indicate your concurrence with the foregoing by execution in the space provided below.

Sincerely,



Captain Kimball Stone
Vice President, Flight Operations
Flight
American Airlines, Inc.

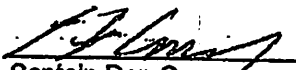


Beth Holdren
Managing Director Labor Relations,
American Airlines, Inc.





Allied Pilots Association:


Captain Dan Carey
President

