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April 14, 2015

FO Pam Torell, APA Secretary - Treasurer  
Allied Pilots Association  
O'Connell Building - Suite 500  
14600 Trinity Blvd.  
Fort Worth, TX 76155-2512

**Via Certified Mail Return Receipt Requested and E-mail:**

**RE: Demand to File Article VII Charges Against APA Sec-Treasurer FO Pam Torell**

Dear FO Torell,

I write to you in your official capacity as APA Secretary Treasurer, and as a member in good standing. In accordance with APA Constitution and Bylaws ("C&B") Article VII., I hereby timely prefer charges against you, FO Pam Torell personally, for actions taken in violation of the C&B, while acting in your capacity as APA Sec-Treasurer. Specifically, I am charging you personally for a your unlawful acts in relating to; 1) your failure to sign and issue my properly requested membership cards in violation the C&B Article III, Section 4, and 2) breach of your Fiduciary Responsibility, by unilaterally amending APA's proof of claim, and stripping away my Individual Grievance valued at \$5.6M without notice or authorization, in violation of C&B Article 10, Paragraph C, and also the LMRDA 29 U.S.C 501. Generally, under Article VII, your unlawful actions directly and indirectly constitute, not only a *"Willful violation of this Constitution and Bylaws"* in violation of Article VII.A.2, but also an *"act contrary to the best interests of the APA as an institution or its membership as a whole."*, in violation of C&B Article VII, A.7. As described in further detail below, your actions have been severely prejudicial not only to myself, but to all other similarly situated disabled pilots, including all 233 Medical Disability Dropped ("MDD") members, and extremely damaging to the financial interest of the association as a whole.

### **OVERVIEW**

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

**" The Secretary-Treasurer shall take charge of all books and effects of the Association.**  
He shall keep a record of all proceedings at all regular and special meetings of the Board of Directors. He shall keep a record of all officers and special appointees and maintain all Conflict of Interest Disclosure Statements (C&B Appendix B1) and Agenda Disclosure

Statements (C&B Appendix B2). He shall assist the President in preparing an Annual Report to the members of the Association. **He shall be custodian of the Association Seal and affix the seal when required. He shall affix his signature to all membership cards. He shall cause to be kept the Association membership records** so as to show at all times the number of members under each classification, their names alphabetically arranged, their respective places of residence, their post office addresses, and the time at which each person became a member of the Association or changed his membership status. A member may inspect his records or account any time at his request during normal business hours. [Emphasis Added].

**FIRST, as described in greater detail below, and further supported by the following summary of facts, Meadows is charging FO Torell with failing to issue his properly requested membership card in direct violation the C&B Article III, Section 4, which states in part;**

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

As outlined in the APA C&B excerpts above, one of FO Torell's primary, and most important duty is to maintain detailed association membership records, and to affix her signature as APA Secretary Treasurer to all membership cards, and ensure they are properly issued to all APA members. Further, APA's past practice has been for APA to treat MDD members, such as Meadows, as Active<sup>1</sup> members. Additionally, prior to FO Torell taking office, APA had always previously provided me personally with such Active membership cards while in disability status. However, during her tenure as APA Secretary-Treasurer she never issued any such membership or special membership cards to Meadows, nor any other MDD members, as required by the C&B. Shortly after the President Wilson's April 22, 2014 C&R lockout of MDD members, on information and belief, FO Torell, in her official capacity, has been directed by APA President Keith Wilson to specifically not issue membership cards to MDD members; in what appears furtherance of the APA's President's unlawful scheme<sup>2</sup> to deprive disabled members of their

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<sup>1</sup> APA's Group Term Life Insurance and VADD plan specifically states that Disabled Members are considered "Active" until age 65 or Retirement (if earlier). This policy is consistent APA's past-practice of treating MDD members as "Active" for purposes of accessing C&R.

<sup>2</sup> President Wilson has sought to silence his dissidents, and certain members right's of assembly and free speech in violation of the LMRDA union member Bill of rights. First, by unlawfully revoking access to C&R for myself, and all other disabled pilot members, to include all 233 Medical Disability Dropped ("MDD") members in, in direct violation of the supreme law of the union, the APA C&B. Second, he further sought to prevent these pilots from attending union meetings by unlawfully

Union Member Bill of Rights, which they are entitled under the LMRDA, namely, their right of freedom of speech and assembly in the union hall.

On or around early, December 2014, Meadows formally contacted FO Torell via certified mail and e-mail, making multiple requests that she provide him with either a membership or special membership card. To date she has ignored his reasonable requests, and without explanation failed to provide him a membership card signed by her, as otherwise required by the C&B Article III, Sec. 4. Being denied such membership card, in conjunction with President Wilson mandating such a card for entry to union meetings, has unlawfully deprived Meadows as a member in good standing of his right to attend union meetings, in violation the C&B and LMRDA. Thus, FO Torell's action has been severely prejudicial Meadows and other disabled MDD members, who as a result were unable to participate in important JCBA discussions, involving work terms and conditions which affected MDD pilots collectively bargained LTD income and healthcare benefit streams.

**SECOND, as described in greater detail below, and further supported by the following summary of facts, Meadows is charging FO Torell with breach of her Fiduciary Responsibility, by unilaterally amending APA's proof of claim, and stripping away his Individual Grievance valued at \$5.6M, without notice or authorization, in direct violation of C&B Article 10, Paragraph C, and also the LMRDA 29 U.S.C 501.**

In additions FO Torell's published duties as APA Secretary Treasurer, there also attaches to her a duty of Fiduciary Responsibility, as described in the C&B Article 10, Paragraph C, which states ;

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

Further as an officer of a labor organization, FO Torell is also implicitly bound by explicit statutory duties, to include the fiduciary Responsibility that arises under the Labor Management Reporting and Disclosure Act ("LMRDA"), 29 U.S.C. § 501(a) which states;

**"Fiduciary Responsibility of Officers of Labor Organizations**  
SEC. 501. (a) The officers, agents, shop stewards, and other representatives of a labor organization occupy positions of trust in relation to such organization and its members

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mandating that membership cards are required for entry, whilst allowing the Sec-Treasure to not issue such cards.

as a group. It is, therefore, the duty of each such person, taking into account the special problems and functions of a labor organization, to hold its money and property solely for the benefit of the organization and its members and to manage, invest, and expend the same in accordance with its constitution and bylaws and any resolutions of the governing bodies adopted thereunder, **to refrain from dealing with such organization as an adverse party or in behalf of an adverse party in any matter connected with his duties and from holding or acquiring any pecuniary or personal interest which conflicts with the interests of such organization, and to account to the organization for any profit received by him in whatever capacity in connection with transactions conducted by him or under his direction on behalf of the organization.** A general exculpatory provision in the constitution and bylaws of such a labor organization or a general exculpatory resolution of a governing body purporting to relieve any such person of liability for breach of the duties declared by this section shall be void as against public policy." [Emphasis Added].

Meadows' company termination grievance 12-011, protests his improper discharge and removal from the pilot seniority list pursuant to Sec. 21 of the CBA, and also explicitly cites additional basis retaliation under the Sarbanes-Oxley Whistleblower Act ("SOX"), and discrimination under the Americans With Disabilities Act ("ADA") as additional basis.). Most importantly it seeks valuable make whole remedies, to include reinstatement of pilot seniority, full back pay and benefits with interest, reasonable accommodation of reassignment to a non-flying position in the bargaining unit, and compensatory damages, which has been valued at \$5.609M by an economic expert from Berkeley Research Group. (See. Exhibit 4, Attachment 5). In accordance with the former APA Sec-Treasurers' directive, APA preserved Meadows' Grievance 12-011 by direct reference, in APA's own timely filed proof of claim in American's bankruptcy proceedings. Subsequently, APA entered a bankruptcy settlement agreement with American, which specifically excluded Grievance 12-011, and incorporated by it by reference into the new CBA, in LOA 12-01.

Even though APA abruptly abandoned this grievance after escalating it to the PAC, Meadows put APA on written notice of his intent to pursue it individually, and specifically asked APA continue to preserve it in its proof of claim as he intended to seek injunctive relief to enforce his individual statutory right to arbitration before a System Board of Adjustment under the Railway Labor Act, 49 U.S.C. § 184. Shortly thereafter, without notice or authorization, APA Sec-Treasurer, FO Torell, unilaterally amended APA's proof of claim and excluded claims related to grievance 12-011. As an initial matter this act was extremely prejudicial to Meadows considering the obvious career and economic damage it has caused him, while leaving him remediless. However, her exclusion of Grievance 12-011, also amounts to a blatant breach of her fiduciary responsibility under not only the C&B but also under the LMRDA.

The first question the Appeal Board should ask is who authorized this action, as there are no BOD minutes reflecting it, and it seems to have been orchestrated in secret back room meetings with utter disregard for the C&B. It was certainly not done in a "*forthright and honest manner*" as otherwise required under Article 10, ¶ C. Moreover, it is simply outrageous that the APA Secretary Treasurer can sign such an instrument, and be allowed strip away a members

individual grievance valued \$5.6M without special authorization, to include at least another co-signors, much less to do so without notice to the affected parties. She essentially negotiated away, and disposed of millions of dollars of association property (i.e. ;the APA proof of claim), which included Meadows individual grievance claim without any sort of authority, or BOD approval. This is particularly disturbing when considering, that under the C&B Article I, Section 8. Authorization of Monetary Obligations, provides that FO Torell acting as APA Secretary Treasurer, isn't even allowed to unilaterally sign any negotiable instrument in excess of \$5,000.00 on behalf of APA, which states in pertinent part;

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

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

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

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

Here, FO Terrell has willfully abstracted or converted millions of dollars of association property and assets contained in APA's proof of claim, and by excluding Meadows' Grievance 12-011 from it, thereby reduced the associations proof of claim's value by \$5.6M. In effect converting the value of Meadows grievance into additional equity for American Airlines, which into turn will be redistributed as additional labor equity distributions, including 13.5% of it back to APA in the form of additional equity distributions. Thereby, effectively redistributing the individual equity of Meadows grievance, into the personal pockets of FO Torell and other members of the association.

Thus, FO Torell has not only violated the LMRDA, 29 U.S.C. § 501(c), by "***unlawfully and willfully abstracts[ing] or converts[ing] to his[her] own use, or the use of another [all other association members], any of the moneys, funds, securities, property, or other assets of a labor organization [Meadows' grievance equity] of which he is an officer.***", but as direct result her unlawful action also amounts to, "*Misappropriating money or property of the Association*" in violation of Article VII. A.4.

### **SUMMARY OF FACTS**

#### **Meadows' Employment-Disability-Termination-Grievance History**

1. Meadows graduated cum laude with a degree in Aeronautical Engineering from Embry-Riddle Aeronautical University in April 1985, where he also received his commission as an Air Force Officer through Air Force ROTC.
2. Thereafter he served his country honorably, as a military pilot in the U.S. Air Force, until he was hired as a pilot by American Airlines in October 1991.
3. In June 2004, Meadows began suffering from a debilitating illness, and American's Corporate Medical Director approved him for pilot long term disability benefits, payable form American's pilot pension plan.
4. On December 27, 2007, American's Corporate Medical Director abruptly terminated Meadows disability benefits without notice, despite reports showing no improvement in his medical condition, and in fact, AA's records showed it worsening.
5. In Meadows appealed his benefits termination to American's PBAC, who sent his claim to fraudulent claims reviewer Western Medical Evaluators, who denied his claim.
6. APA mutually agreed to selection WME, despite it being an administrative billing service, in violation the CBA, Supp. F.(5)(h) which required all disability claim disputes to be referred a "*clinical-source*", and also failed to discover WME's fraudulent history.

7. One month after reviewing and denying Meadows' and four other pilot's disability claims WME was shut down by the Texas Insurance Board, and its principals were indicted for felony medical claim fraud, and American canceled WME's contract.
8. In July 2010, Meadows filed an ERISA lawsuit protesting the PBAC's denial, which was based on the purportedly "independent", but in fact fraudulent WME doctor's reports.
9. On July 18, 2011, during an 11th Circuit mediation of his ERISA disability Case, Meadows' engaged in protected reporting activity, and informed American of his intent bring additional claims related to securities fraud, based on the "*cost savings*" scheme.
10. On August 5, 2011, just two weeks after engaging in protected SOX-whistleblower activity, American sent Meadows a letter threatening to terminate his employment within 60 days, unless he obtained an FAA medical or resigned his seniority and took a job outside the flight department.
11. On September 12, 2011, Meadows filed an OSHA-SOX whistleblower complaint.
12. On September 14, 2011, Meadows was re-evaluated by the Mayo Clinic who verified the existence of his continuing disability.
13. Using the Mayo's evaluation reports, Meadows re-applied for disability benefits with American Airlines.
14. Between August and October 2011, Meadows protested his threatened termination, and made multiple requests for a Reasonable Accommodation of reassignment to a non-flying job in the pilot's bargaining unit, but American refused to provide one.
15. On October, 24, 2011, despite the lack of a termination letter from his chief pilot superior, American removed Meadows from the pilot seniority list and terminated his employment. He was also stripped his non-revenue travel benefits.
16. On December, 13, 2011, American approved Meadows' second claim for benefits, payable as W-2 wages, albeit under the 2004 American Airlines, Inc. Pilot Long Term Disability Plan, the terms of which now define Meadows as an "Employee" and "Pilot Employee."
17. On February 4, 2012, Meadows filed company termination Grievance #12-011; asserting he was improperly removed from the pilot seniority list and discharged from employment in violation of Sec. 21 of the CBA., and explicitly citing additional basis of retaliation under SOX, and discrimination under the ADA.

### **APA Membership Cards**

18. Meadows became an APA member immediately after being hire in 1991.
19. Meadows is and was always been a member in good standing who timely paid all union dues, and was never delinquent. Thereby, having fulfilled all his financial obligations to the Association.
20. Meadows annually received APA Active membership cards form the time he was an new hire in 1991 through 2012. Including the years he was on disability from 2004-2012. Since President Wilson and Sec-Treasurer Torell took office issuance of Meadows membership cards ceased.
21. On or around June 2014, President Wilson issued a mandate requiring membership card for entry into all union meetings, despite there being no such requirement in the C&B or policy manual.
22. The APA Constitution and Bylaws, Article III, Section 4: Membership Credentials, requires that all APA members shall be provided either an APA membership or special membership card, signed by the APA Secretary Treasurer.
23. On December 4, 2014, in accordance with C&B Art II, Sec 4, Meadows sent APA Sec-Treasurer, FO Torell, a certified request to for a membership card signed by her, bearing the APA seal. Said request was ignored, and Meadows was not issued a card. (Exhibit 1).
24. On December 11, 2014, Meadows sent a written letter to the Sec -Treasurer following up on his certified request for a membership card, which stated in part;  
  
*"Finally, the lack of an affirmative response from you acting as APA Sec-Treasurer, will be deemed an official refusal to issue me an APA membership card as otherwise required under C&B Art. III, Sec. 4."* (Exhibit 2).
25. To date Sec-Treasurer Torell, has never responded to my reasonable requests regarding my membership status, nor has she ever issued me a membership card.

### **APA Proof of Claim: Preservation and Subsequent Exclusion of Grievance 12-011**

26. On November 29, 2011("petition" date) , American's parent corporation, AMR, Inc. filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code, and eventually set a proof of claim bar date of Jul 16, 2012.
27. On July 5, 2012, the APA Sec-Treasurer published an official communiqué informing members that APA would be filing a proof of claim that would generally



cover all pilots grievances and claims, with the exception of workers-comp, LTD, Stock distribution, or personal business claims.

28. Accordingly, Meadows ensured that he timely filed a personal proof of claim for his legal and administrative claims related to his "Pilot Long Term Disability Benefits."
29. On July 13, 2012, the Allied Pilots Association, timely filed its own proof of claim, which named and preserved Meadows Grievance #12-011, which itself had explicitly included his CBA, SOX and ADA claims.
30. On December 19, 2012, the Bankruptcy Court entered an Order approving a settlement agreement between APA and American, which specifically excluded Grievance 12-011 from the settlement, and incorporated by name in the CBA, in LOA 12-01.
31. On April 24, 2013, an APA staff attorney confirmed in writing that APA would support Meadows's SOX claim as part of his grievance hearing, and that as a matter of equity he should be made whole. APA also submitted a grievance brief to American, which included argument on the SOX claim.
32. On April 25, 2013, American's Exec. V.P. of Flights held a formal grievance hearing during which APA supported Meadows' argument relating to the SOX claim. Meadows requested relief of reinstatement to the pilot seniority list, reinstatement of his travel benefits, and a reasonable accommodation to another job in the bargaining unit.
33. On June 6, 2013, American denied Meadows' grievance 12-011, and the reasonable no-cost relief he requested therein. The APA President protested the denial, and escalated his grievance to a Pre-Arbitration Conference ("PAC").
34. On August 8, 2013, Meadows submitted his PAC brief, wherein he offered a global no-cost settlement; to include reinstatement to the pilot seniority list, reinstatement of travel benefits, and a reasonable accommodation to another job in the pilot bargaining unit.
35. Two weeks after the PAC, the APA abruptly abandoned Meadows' grievance, suddenly claiming it didn't raise any contractual claims under the CBA, and refused to proffer it to arbitration before a System Board, saying that Meadows could still continue to pursue his SOX and ADA claims in the appropriate federal forums.
36. Meadows believes his grievance was abruptly abandoned, and that President Wilson and Bennett Boggess treated him with a newfound animus and hostility, because he successfully cross-examined senior APA officials and presenting argument during the ED arbitration. Wherein, Arbitrator Goldberg, held that APA in fact had ignored its duty to Meadows and treated his grievance arbitrarily; thereby awarding him full share payout from all four silos.

37. On January 20, 2014, Meadows put APA Legal on written notice that he wanted APA to continue to preserve Grievance 12-011 to pursue it individually, as he still had legal remedies that flow from it.
38. On February 19, 2014, Meadows filed a hybrid lawsuit against American and the APA, wherein he sought injunctive relief to enforce his individual statutory right under the RLA to arbitrate Grievance 12-011 before a System Board of Adjustment.
39. On February 28, 2014, during a meeting with American Senior Attorney, Marjorie Powell, Meadows was informed the AA she believed his amended personal proof of claim was untimely, and threatened that if he didn't agree to dismiss the SOX case, that American would file an Objection in the bankruptcy proceeding and have all of his claims disallowed.
40. Meadows asserted to Ms. Powell that regardless of whether or not his personal proof of claim for his SOX case was deemed timely, he was protected by APA's timely proof of claim which preserved Grievance 12-011, and explicitly including his SOX claim.
41. Just a few days later, on March 7, 2014, without notice to Meadows or any other members APA's Sec-Treasurer suddenly and unilaterally amended its proof of claim #8331 and excluded Grievance 12-011 without authorization, On information and belief Ms. Powell had conspired with APA to accomplish this. (Exhibit 3).
42. On March 17, 2014 American filed an Objection in the bankruptcy court, seeking to disallow all of Meadows claims including his SOX case. Meadows timely filed a Response.
43. Meadows only became aware of APA's amended proof of claim, excluding his grievance 12-011, only after reading a footnote in Americans Objection to his claims.
44. On March 25, 2014, Meadows sent a detailed certified letter to APA President, wherein he expressed his outrage that APA had stripped away his grievance, by excluding it from APA's recently amended proof of claim, which stated in part; "*Frankly, I am dumbfounded at APA's action, as there can be but only two explanations; either "administrative oversight", or worse yet, retaliation.*" (Exhibit 4).
45. On March 31, 2014, Meadows sent the entire APA BOD, APA Legal Director a letter via email and certified mail;

*" I am forced to bring to your attention the failures of the APA President and APA legal department to correct APA's improper removal of my company termination grievance #12-011 from APA's Proof of Claim (POC) #13866, as amended on March 7, 2014. I wrote the President and APA Legal, and I explained in detail*

*how I was wronged by APA's unauthorized and unilateral exclusion of my grievance. Further, I made a good faith effort to offer amicable no-cost resolution. Unfortunately, my request has fallen on deaf ears, and they failed to respond last Thursdays response deadline of 5:00pm cst. Thereby, failing to mitigate APA's damages." (Exhibit 5).*

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

47. Meadows immediately sent FO Torell an email, requesting that she re-amend the APA proof claim #8331 and add back grievance 12-011, which stated in part;

*" It has come to my attention you were in fact the APA Officer who personally signed APA's amended Proof of Claim, filed on 3/7/14. As you are aware as Secretary-Treasurer you have a fiduciary and ethical duty to myself and other APA members in good standing, coupled with APA's Duty under the RLA. Yesterday I copied you of correspondence to the BOD, Capt. Wilson, Bennett Boggess and Chuck Hairston (attached herewith). It a nutshell APA is complicit in allowing AA to strip away my claims valued by an economic expert in the amount of \$5.6M. As the Secretary-Treasurer, you should be aware of the of the substantial burden this will place upon APA. Therefore, I want to work with you, to immediately re-amended that POC, and ensure that my grievance #12-011 is preserved, just as it was previously. Otherwise, I will suffer a manifest injustice, and be severely prejudiced as the result of APA's unilateral action, in direct conflict with my prior to my explicit request to otherwise preserve it." (Exhibit 6).*

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

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

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

51. On May 5, 2014, Meadows requested to permission to file his Supplemental Affidavit with exhibits showing that APA had in fact officially supported his SOX claim as part of Grievance 12-011, but Judge Lane ignored said request.
52. On August 29, 2014, Judge Lane issued a bench ruling disallowing all of Meadows personal proof of claims, which included his pre-petition SOX claim, and on September 5, 2014 he entered an Order to that effect.
53. To date neither FO Torell nor the APA, has taken any action to re-amend APA's proof of claim, to add back Grievance 12-011.

## **CHARGES**

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

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

**3rd CHARGE; as a result of all the above violations, the FO Torell also violated C&B Article VII.A.7., by committing an, *"act[s] contrary to the best interests of the APA as an institution or its membership as a whole."* First, by adding and abetting denial of myself and 233 MDD members right of access of to union meetings; and Second, by stripping away my valuable grievance from APA's proof of claim #8331. Thereby, shifting the substantial financial burden of that grievance's remedies valued at \$5.6M, from the Company directly onto the Association.**

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

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

## **RELIEF SOUGHT**

Based on all the foregoing, the APA Secretary Treasurer should be held to account for failure to comply with her duties in accordance with the supreme law of the union - APA C&B, and resultant violations of Article VII thereunder, and as outlined in the charge list above.

**Therefore,** given FO Torell's elected position as National Officer, and her commission of egregious acts the adversely impact each never member of the association, a Domicile Hearing would not be an appropriate forum, Thus, FO Meadows respectfully requests that here in the first instance, that the Appeal Board should conduct a formal hearing of the individual Article VII Charges filed against her by FO Meadows. Further, Meadows request the Appeal Board direct the APA Secretary Treasurer to re- amend APA's proof of claim, and add back Grievance 12-011, and also issue Meadows and all MDD members APA membership cards. Finally, the Appeal Board should impose upon FO Terrell whatever disciplinary action, fines, and sanctions as it may deem appropriate.

I hereby certify that all the foregoing to be true and correct.

Fraternally Submitted on this 14th day of April 2014;



Lawrence M. Meadows  
FO/777// MIA AA #332713

cc via e-mail: Thomas Copeland, Tom Gallagher, Keith Wilson, Bennett Boggess