

February 10, 2020

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Subject: Your Erroneous Legal Opinion Letter Regarding APA's LTD/MDD Pilot's

Dear Mr. Denison,

I am an American Airlines ("American") pilot and have been an Allied Pilots Association ("APA") member since 1991, and am currently receiving collective bargained pilot long term disability ("LTD") income and benefits streams as negotiated under the American Pilots' collective bargaining agreement ("CBA"), who is one of some 240 LTD pilots whom APA has further classified as Medical Disability Dropped from AA Seniority List ("MDD"). Further, I am the founder of the Disabled Airline Pilots Foundation ("DAPF"), and have worked with others similarly situated to protect and enforce the individual and collective rights of APA's LTD/MDD union brothers and sisters.

I recently received a copy of your legal opinion letter dated December 12, 2016, "**Re: Duty of Fair Representation to Former Pilots Who Have Fallen off the Seniority List and Been Terminated by the Company Because of the Expiration of their contractual Disability or Sick Leave**", as requested by APA Director of Pilot Negotiations, Mark Myers, Esq. (Enclosed Herewith). To be frank, I find your opinion troubling and in error on many levels. Additionally, on information and belief, this costly legal opinion was sought without notice, nor the knowledge or authorization of APA's Officers on its governing Board Of Directors ("BOD").

On its face it appears that you have detrimentally relied upon several material misstatements of fact improperly perpetuated by Mr. Myers, which he otherwise knew to be false, to support his improper purpose of refusing to protect and enforce the individual and collective constitutional, contractual, and statutory rights of APA's 240 LTD/MDD members. The only other possible explanation for you to craft such an erroneous opinion would be if you were actually complicit in Mr. Myers ongoing scheme to interfere with the contractual and statutory rights in violation of the APA Constitution and Bylaws ("C&B"), defrauding of monies and properties, and converting the rightful Equity Distribution ("ED") proceeds of APA's 240 LTD/MDD pilots. However, given your professional reputation and stature in the Dallas legal

community, I must presume is the former circumstance is at play here, and that you had no role in Mr. Myers ongoing unethical and unlawful course of conduct.

I will elaborate further below, to provide you more insight into the APA's continuous institutional support of the MDD, and why your opinion is incorrect on its face and plainly erroneous as a matter of fact and law. Primarily because Mr. Myers willfully withheld relevant material facts which otherwise would not support the false narrative, he was attempting to perpetuate with your fatally flawed legal opinion letter.

APA's LTD/MD Pilot Terminations and Removal From The Seniority List Was Done In Violation of the CBA As Supported By APA's Institutional Policies, Grievances, Resolutions and BOD Tasking Orders

By way of background, contrary to Mr. Myers demonstrably false misrepresentations, the American CBA never allowed for the no-notice termination without cause, much less removal from the seniority list of American's LTD/MDD pilots solely on the basis of exceeding five years on LTD or unpaid sick status. Indeed, starting in late 2011, six of APA's Board of Directors ("BOD") Officers filed three collective (class action) domicile grievances, explicitly stating;

"protesting the Company's violation of Sections 11.D, Supplement F(1), and all other related sections of the Agreement as well as past practice, for failing to reinstate pilots to the Pilots' Seniority System List and for failing to provide pilots notice of termination prior to terminating employment status of pilots who have been on inactive status, unpaid sick, or disability for more than five years." (DFW G-12-012, May 14, 2012).

Recent discovery in various litigations filed by several MDD pilots against APA has revealed the following troubling information.

More specifically, **on 8/18/2011 APA filed LGA Domicile Collective G-11-054**, which discovery revealed that Mr. Myers had subsequently secretly converted and settled on behalf of reinstating just one individual LTD/MDD pilot, FO Rodney Charlson¹; and did so without notifying any other affected MDD grievant.

Next, as quoted above, **on 5/14/2012 APA filed DFW Domicile Collective G-12-012**, (Enclosed Herewith), and its maker, APA BOD, CA McDaniel's admitted in sworn testimony that it applies to ALL MDD pilots systemwide. Additionally, American in its bankruptcy pleadings admitted that Lawrence Meadows is a party to the CBA (i.e.; member of bargaining unit), and that APA filed G-12-012 in behalf of Meadows and other similarly situated MDD pilots, and that it would likely resolve issues related to his employment status. See *In re AMR Corp.* (www.amrcaseinfo.com, Case No. 11-15463-SHL, Doc 5926, para. 3,7 , 11 and 14) Discovery has also revealed, that to date Mr. Myers has a hand in deliberately writing letters to the Company every 60 days to put G-12-012 into perpetual abeyance, for some 8 years, and

¹ Notably, APA vis a vie Mr. Myers secretly paid Charlson (who did not participate or file a challenge in the 2013 equity distribution), a full share payout from all 4 silos approximately 4 months after the ED final decision and award. That's payout was based on the LGA grievance 11-054 and arguably it should have paid approximately 240 other MDD pilots the full share payout from all 4 silos.

secretly did so without the authority or knowledge of the BOD, nor notice to the 240 affected MDD grievants.

Then, on 8/30/12, APA filed ORD Domicile Collective G12-105, but it was subsequently secretly resolved and withdrawn (with right to later refile) reinstating just one individual pilot, FO Taze Burns, once again without any notice to any of other adversely affected 240 MDD pilots.

Second, the APA BOD has adopted two resolutions, which plainly show APA official policy has always been to institutionally support ***“Reinstatement of Pilot’s Seniority Number for Those on MDSB [LTD/MDD] Greater Than Five Years”***. Specifically, on 11/04/2006 APA BOD adopted R2006-61Rev.1, and again after the bankruptcy/merger, on 3/20/2014, APA BOD essentially adopted a similar R2014-07Rev.1. Both, of which established APA’s policy to reinstate MDD pilots to their original relative position on the seniority list after five years of disability status, based on the Agreements and longstanding past practice.

Third, and most importantly, on 12/13/2016, the APA BOD adopted R2016-30 Rev.1, ***“Supplement F and Section 11.D.1. - Negotiating Committee Tasking”***, (Enclosed Herewith); wherein the APA BOD institutionally admitted among other things that; 1) American Airlines had ***“subjectively reinterpreted”***, (i.e.; violated) the CBA to remove pilots on LTD after more than 5 years, 2) that the seniority merger created ***“disparate treatment amongst”*** disabled (LTD/MDD) pilots of the three individual pilot groups (LAA, LUS and LAW), 3) that all LTD/MDD pilots should be reinstated in an ***“as expeditious and fair a manner as possible”***, and 4) there has been evidence that the Company ***“unfairly withheld reinstatement”*** of those LTD/MDD pilots who ***“were considered problematic employees”*** (i.e.; those who have filed individual lawsuits protesting termination of their LTD benefits).

Resolution 2016-30, “Be it Resolved” a BOD tasking order which explicitly directed;

“that the Negotiating Committee expeditiously engage the company in negotiations which seek to:”;

“1. Modify the language in the JCBA...Section 11.D.1 so that it will not prevent a pilot from retaining and accruing seniority after a disability period of more than five (5) years commencing at the expiration of the pilot’s paid sick leave and thus results in effectively removing the pilot from the seniority list;”;

and most importantly to the 240 MDD members like myself to,

“3. Negotiate contractual language that provides for the immediate reinstatement and return to the Pilot System Seniority List of all pilots who are currently out sick or on disability and who have been removed from the seniority list as a result of the provisions previously contained in the respective contracts.” [Emphasis Added].

**Record Evidence and APA's Institutional Policy Positions, Grievances,
Resolutions and BOD Tasking Orders Plainly Show That Since 2011 APA Assumed
and Continually Maintained A Duty For Its LTD/MDD Members**

In sum, you cannot deny that since late 2011, that APA by originally proffering DFW Domicile Collective Grievance 12-012 (which remains open and pending), along with adopting R2016-30 on 12/13/16, has already institutionally assumed a duty to APA's LTD/MDD pilots long before your erroneous legal opinion stating the contrary. And in so doing APA gave them "***Rays of Hope***", (See. *Bensel v. APA* (387 F.3d 298, 3rd Cir. 2004)), upon which they have relied to rectify their disgruntlement, of being terminated without notice and removed from the Pilots' seniority list by Company prior to September, 30, 2016 in violation of the Agreements and Past Practice. Just as was admitted by APA BODs in Collective Domicile MDD Reinstatement Grievances 11-05, 12-012, and 12-105, and Resolution R2016-30-Rev.1.

Furthermore, you should be aware that APA is already under federal scrutiny for trying to engage in an *ex post facto* destruction of the MDD pilots "***Rays of Hope***." Not coincidentally, during APA's recent monetary settlement of yet another MDD pilot's litigation, *Twitchell v. APA*, APA Legal improperly attempted to subvert and dispose of G12-012 and valuable MDD reinstatement claims, without notice to the 240 other adversely affected pilot grievant. Fortunately, APA was caught in the act and their attempt subvert G12-012 was derailed, when FO Twitchell informed another adversely affected MDD pilot of APA's improper actions, and he subsequently complained for Injunctive Relief to U.S. District Court Judge Goldberg in matter of the *Preitz v. APA* (EDPA, Case. No. 17-cv-01166-MSG); that matter is now under an in-camera review of confidential and privileged documents to investigate APA counsel's alleged misrepresentations to that tribunal. FO Preitz's Letter Motion is a must read for the you; as it plainly shows that APA not only assumed to duty to LTD/MDD pilots since at least 2011, but has continuously maintained such duty to date. (Enclosed Herewith).

All the foregoing, plainly shows that despite Mr. Myers material misrepresentations made in requesting you legal opinion letter, that APA as an institution through its official policy and deliberate actions has not only assumed but continually maintained a duty to ALL 240 LTD/MDD pilots. To opine that APA's LT/MDD pilots were somehow not owed a duty is legal folly. Arguendo, even if your 12/12/16 legal opinion that APA owes its LTD/MDD pilots no duty was correct (which plainly is not the case); it was invalidated immediately after you issued it. For on very next day, December 13, 2016, the APA BOD adopted R2016-30, and its associated Tasking Order, by a vote of 19-3; which directed the Negotiating Committee to negotiate the immediate reinstatement of all 240 MDD pilots to the seniority list, where APA plainly and unambiguously showed that it owed those contractually wronged pilots a duty.

Mr. Myers Pattern and Practice Of Conduct Harming APA's LTD/MDD Members

While the above, may come as a shock to you, had you known of Mr. Myers longstanding ongoing pattern and practice if unethical and unlawful conduct with Respect to APA's least advantaged LTD/MDD members you would not be at all surprised. Indeed, Mr. Myers has consistently attempted to subvert the claims of APA's LTD/MDD members every step of the way, in addition to obtaining a known to be false legal opinion from you without

authorization of the APA BOD, he also; 1) failed to disclose the existence of the “*Pilot Disability Nurse Case Management Cost Savings*” scheme² which AA Medical used to target the mostly costly pilot LTD benefits claimants for termination based on costs savings alone, 2) that APA improperly selected WME, which was not a “Clinical Authority”, in direct violation of Supp-F of the CBA, 3) he never informed the 84 LTD victims that WME was known to be procedurally flawed and rife with fraud and ultimately shuttered by the Texas Insurance Board³ and its principals were charged with 3 counts of felony medical claim fraud and incarcerated for 5 years, 3) that AA terminated WME one month after reviewing claims of myself and 5 other LTD pilots for “doing unlawful things”, 4) worse in mid-2009, without notice Mr. Myers presided over the abrupt institutional abandonment of the LTD benefits termination claims of myself and 84 other “*pilot disability costs savings*” scheme victims, 5) he secretly converted LGA Domicile G-11-054, settling it on behalf of one individual MDD pilot, whilst never notifying the other affected MDD grievants, 6) he acted adverse to MDD pilots during Equity Distribution (“ED”) Proceedings⁴ and aided in the improper effort to deprive them of two silos (or approx. \$80k-\$100k/LTD/MDD pilot)⁵, whereby he falsely testified/argued that DFW G12-

² Meadows was one of at least 84 disabled pilots whose disability benefits tracked and targeted for “*cost savings*” on the “*PBAC (Pilot LTD Case) Disposition*” spreadsheet, and ultimately terminated by American Airlines Medical Department’s, “*Pilot Disability Nurse Case Management Cost Savings*” scheme; using highly-structured actuarial calculations in reports prepared by HR Senior Budget Analysts, to improperly deny and/or terminate otherwise, rightful pilot disability benefits based on cost saving alone. This scheme was further facilitated by American’s Pension Benefits Administration Committee (“PBAC”), through the use of a known to be fraudulent 3rd party pilot disability claims reviewer Western Medical Evaluators (“WME”); in what appeared to be a concerted effort to aide with American’s grossly underfunded pilot Pension/Disability Plans, which annual SEC 10-K reports showed to be underfunded by as much as \$3.2B. Ultimately, this scheme amounted to corporate fraud, and precipitated a formal Sarbanes-Oxley (“SOX”) complaint and investigation. See. (UDC AZ. Case No. 2:17-cv-04059-SPL, Meadows’ Reply, Doc. 18, SOF 68-107).

³ American’s PBAC and APA mutual hired WME, as its 3rd party disability claims reviewer, but it was not a clinical source as required by the pilots contract, Instead it was an administrative claims processor housed in an industrial warehouse, that was rife with fraud and procedural irregularities, its office manager was a convicted felon, its Corporate Medical Director had his medical license revoked for 10 years and suspended twice more thereafter (while working for American), it paid subcontract doctors 120% of normal exam fee to “*deny as many claims as possible*”, when doctors didn’t falsify reports when asked, then WME simply fabricated reports and forged doctors’ signatures. It was involved in a fraudulent double-billing scheme. According to BOD minutes, APA ignored SME AMAS advice to only hire a legitimate institutional clinical authority of either UTMB or the Mayo Clinic, simply because WME’s paper-only reviews saved APA \$300 per pilot evaluation.

⁴ As part of its bankruptcy settlement agreement with American Airlines, APA was given approximately \$1B in equity to be distributed to each of its pilot members using its newly devised equity distribution methodology. Individual pilots were allowed dispute their individual distribution amounts through a subsequent Equity Distribution arbitration proceeding. Myers testified and argued that G12-012 did not apply to APA’ LTD/MDD members (but later gave sworn deposition testimony that it applied to all MDDs system-wide), for the improper purpose of defrauding these pilots of some \$24M in collective equity payouts, which was converted and redistributed between and amongst APA’s member at large. In my case, Arbitrator Goldberg decision held that APA ignore its duty and treated my individual MDD reinstatement grievance, 12-011, arbitrarily; based on which he awarded a full share payout from all four silos worth \$135,000.00.

⁵ In so doing Mr. Myers, during the 2013 ED proceedings cheated 240 disabled pilots out of their collective full share payouts from all four silos, and then diverted and redistributed their monies between and amongst all od APA’s other members.

012 was not applicable outside the DFW Domicile (only to later recant in a 2015 sworn deposition that both it and LGA G11-054 applied to ALL MDD pilots system-wide, 7) during sworn deposition testimony he made materially false sworn statements adverse to MDD pilots, which were contrary to APA's prior institutional positions taken in collective MDD reinstatement grievances 8) he failed to timely prosecute MDD Collective Grievance 12-012 by secretly agreeing to perpetually put into abeyance with the Company by written mutual agreement every 60 days without knowledge or authority of the BOD, 9) he misrepresented that MDD pilots were NOT members to unlawfully strip LTD/MDD of their contractual membership rights under C&B (April 2014 C&R Lock-out) and deprive them of their statutory rights under the LMRDA and RLA, which precipitated several costly LMRDA lawsuits to the detriment of the membership, causing the non-renewal of APA's E&O insurance, 10) He frivolously defended APA's unlawful C&R lockout in federal court; wherein, federal Judge Hurley ruled APA's lockout was an impermissible infringement of free speech in violation of the LMRDA, and issued an injunction to reinstate MDD pilot Emery demanding APA treat her as an active APA members in good standing, 11) he improperly meddled in my Article VII Charges/Hearings filed against APA Pres. Wilson and Sec-Treasurer Torell, and drafted their personal defense briefs, 12) In October 2017 drafted a constitutional interpretation effectively declaring that MDD pilots, are Inactive Members, who ARE NOT in good standing to deprive him of their C&B rights, and in particular to derail my then pending Article VII charges pending against the AA Seniority List Integration Committee, 13) more recently he refused to file grievances for several LTD/MDD pilots whose benefits were prematurely terminated months prior to their reinstatement/training date (leaving them without income for months contrary to the Agreements), 14) After I was bypassed by four other similarly situated MDD pilots who were reinstated, Mr. Myers called and told me he was refusing to provide any assistance with my requests for RTW, despite helping the 4 others successfully return, which is contrary to continued assurances of APA's NO/BOD and official longstanding APA policy to date.

Conclusion

All of APA's LTD/MDD pilots have suffered a manifest injustice at the hands of Mr. Myers. Whereby, he has improperly used your erroneous legal (based largely on his material misrepresentations) for the improper purpose to justify his steadfast refusal to protect the individual and collective rights of our LTD/MDD members, smugly asserting he owes them no duty. He does so using your erroneous legal opinion letter as his justification to engage in an apparent scheme to interfere with APA's LTD/MDD members contractual right under the C&B, defraud and convert their money (Full share Equity Distribution payout, back-pay and benefits, forward pay and benefits) and their property rights (their relative seniority number and job). As a result several adversely impacted MDD pilots either have or will be filing bar complaints, complaints with appropriate government agencies, and civil litigation against Mr. Myers in his individual capacity along with any other does.

TIME IS OF THE ESSENCE

Therefore, I respectfully ask that you review the enclosed documents, review appropriate record facts and case law and expeditiously correct and revise your legal opinion, and provide me with the corrected/revise version of your legal opinion no later than the close of business

February 14, 2020. Otherwise, we will have no choice but to infer that you and your firm are somehow complicit with Mr. Myer scheme. Feel free to call me if you have any questions, but make no mistake that we will be vigorously protecting and enforcing the constitutional, contractual, and statutory rights ALL of APA's class of 240 LTD/MDD members. My hope is that you will remain on the right side of this messy debacle.

Sincerely,

A handwritten signature in black ink, appearing to read "L. M. Meadows". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lawrence M. Meadows
First Officer, American Airlines
MIA/FO/777/LTD/MDD
Founder, DisabledAirlinePilotsFoundation.org

Cc: G. William Baab

Encl: 1. Legal Opinion Letter; 2. G12-012; 3. R2016-30; 4. Preitz-Court Letter/Motion Re: subversion of G12-012