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**In THE UNITED STATES DISTRICT COURT**

**DISTRICT OF ARIZONA**

**LAWRENCE M. MEADOWS**

Indispensable Party, **AMENDED MOTION TO INTERVENE, AND OBJECTION TO JOINT MOTION FOR ENTRY OF AMENDED CONSENT DECREE BY PLAINTIFF EEOC AND DEFENDANTS AMERICAN AIRLINES, AND ENVOY AIR, AND REQUEST FOR HEARING**

**EQUAL EMPLOYMENT**

**OPPORTUNITY COMMISSION (EEOC)**

Plaintiff,

**AMERICAN AIRLINES, INC.**

And **ENVOY AIR INC.**

Defendants. **Case No.: 2:17-cv-04059-SPL**

**Judge Steven P. Logan**

**HEARING REQUESTED**

**AMENDED MOTION TO INTERVENE, AND OBJECTION TO JOINT MOTION**

**FOR ENTRY OF AMENDED CONSENT DECREE BY PLAINTIFF EEOC AND**

**DEFENDANTS AMERICAN AIRLINES ENVOY AIR AND REQUEST FOR HEARING**

I, Lawrence M. Meadows (“Meadows”), am an indispensable party in the above styled cause, who is in danger of losing substantial rights and being severely prejudiced, and hereby respectfully file this Amend Motion To Intervene, as my original Motion to Intervene filed on March 28, 2018, was a draft version which contained several errors and was incomplete

Therefore, in accordance with Fed. R. Civ. P., Rule 19, *Required Joinder of Parties*; Meadows is a person who*, “claims an interest relating to the subject of the action and is so situated that disposing of the action in the person's absence may…as a practical matter impair or impede the person's ability to protect the interest.”* Or, alternatively under Fed. R. Civ. P., Rule 24, *Intervention,* Meadows as a matter of right*, “claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest”*; or permissively, Meadows *“has a claim or defense that shares with the main action a common question of law or fact.”*  Finally, this motion was properly served upon the parties in accordance with Fed. R. Civ. P. Rule 5.

**MEMORANDUM OF LAW**

**Introduction**

The Parties, the Plaintiff Equal Employment Opportunity Commission (“EEOC”), and Defendants American Airlines Inc. (“American”) and Envoy Air Inc. (“Envoy”), never notified Meadows nor the other 942 similarly-situated disabled American pilots, who are *“aggrieved individuals”*, in either the original filing of the EEOC General Proof of Claim in Defendants’ bankruptcy proceedings, filing of these instant proceedings, including the exclusionary Consent Decree, or the pending Amended Consent Decree. Thus, these 942 pilots are not aware they are being surreptitiously deprived and stripped of their claims relating to their statutory anti-discrimination rights under the Americans with Disabilities Act (“ADA”) 49 U.S.C. § 12010 *et. seq.,* as preserved by the EEOC in is General Proof of Claim (“POC”) filed in an unliquidated amount, on behalf of the charges of disability discrimination of all *“other aggrieved individuals”* who were disabled employees of American and Envoy, including Meadows and all the similarly-situated 942 disabled aggrieved American pilots. Further, it appears that the EEOC in its zeal to obtain a nominal fine (*woefully inadequate settlement amount*) and sensational headline to publicly take credit for punishing American, was willing to do so on the backs of American and Envoy’s disabled pilots who had valuable ADA claims, but they were the only rank and file employees excluded from the EEOC settlement and Consent Decree. For example, disabled American pilot Lawrence Meadows individual ADA claim/charge/lawsuit was valued at $5.609M[[1]](#footnote-1); and included valuable statutory make whole remedies, including back-pay/benefits with interest, reinstatement, and reasonable accommodation of reassignment to a non-flying position in pilots’ bargaining unit at fully pensionable pilot pay through age 65 retirement, or in lieu of that up to ten years forward pay and benefits.

Upon exposing the fact that the EEOC’s nationwide disability discrimination lawsuit settlement, was ironically in and of itself discriminatory as to only disabled pilots, the parties have now made a further bad-faith effort to foist yet another exclusionary and discriminatory Amended Consent Decree (Doc 10) upon this Court, in a desperate attempt to resuscitate its failing deal. While this Amended Consent Decree now appears to include pilots on its face, the reality is that all 942 American disabled pilot employees are still excluded, through onerous fine print buried deep within that document, which new language is deliberately designed to exclude all of these pilots as will be explained in further detail below.

In sum, this Amended Consent Decree is designed to mislead this Court into believing pilots are now explicitly included on its face, when they are otherwise being ultimately still excluded in the fine print; for the improper purpose of forcing this matter ahead and eliminating the due process appeal rights of Meadows and others in the U.S Bankruptcy Court proceedings related to this matter. More Specifically, the original consent Decree dictated that it could not become effective until the U.S. Bankruptcy Courts Order Approving became final and non-appealable. The parties, now want to make seemingly minor, albeit radical changes to their Amended Consent Decree. First, by allowing this new Amended Consent Decree to become effective immediately, prior to any appeals are exhausted and decided on the merits. Secondly, by using sleight of and excluding pilots (*ostensibly because they are the highest compensated employees and hence the costliest to make whole*) though onerous and prejudicial fine print. That is highly prejudicially to Meadows and all the other similarly-situated 942 disabled American pilots. For, if this amended Decree becomes immediately effective, then the $9.8M settlement payable in stock will be distributed from American’s bankruptcy estate and distributed to hundreds of disabled employees, but excluding disabled pilots. Effectively letting the horse out of the barn, and making the result of any future favorable appeal moot and meaningless to Meadows and all those 942 similarly-situated, who will be unable to participate in such distribution as all of the settlement funds will be have been fully distributed long before the appeal process is exhausted.

**STATEMENT OF FACTS**

***Procedural Background***

1. On November 29, 2011, Defendants American and Envoy, through their parent Company, AMR, Inc., filed for Chapter 11 bankruptcy protection, in the U.S. Bankruptcy Court, Southern District of New York, Case No. 11-15463 before Judge Sean Lane.
2. From 2009 to 2015 the EEOC’s Phoenix District office conducted a nationwide systemic investigation of American and Envoy, for its pattern and practice of disability discrimination, to include refusing to reasonably accommodate and terminating disabled employees solely on the basis of their medical condition. Meadows EEOC Charge of Discrimination was assigned to the investigator conducting that investigation.
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 of unliquidated against American, which listed the basis of the claim as, “***Charge of discrimination No. 540-2009-01250 and other aggrieved individuals.”*** (Exhibit 1).
4. On August 23, 2012, within one month of the EEOC’s POC, Meadows filed an EEOC intake questionnaire, and on September 12, 2012, he filed EEOC Charge of Disability Discrimination No. 540-2012-03194, as described in further detail below.
5. On November 3, 2017, EEOC filed its Complaint 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, Doc 1At 1), 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”), 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]. (Doc 1).

1. That EEOC lawsuit 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”***; which includes all **“other aggrieved individuals”** [[2]](#footnote-2) without limitation, and nowhere does it explicitly exclude Meadows nor the other 942 similarly situated disabled American Airlines pilot employees, who were discriminated against during the EEOC’s systemic investigation during the period of **January 1, 2009 through August 3, 2015 (hereinafter** **“Discriminatory Period”)**. (Doc 1, ¶14).
2. American has 15,000 pilots, Meadows is one of 942 similarly-situated pilots who are in a disability status, and one of 246 of those disabled pilots who have been refused reasonable accommodations, removed from the pilots’ seniority list and purportedly *“administratively terminated”* in violation of the collective bargaining agreement and ADA. (Exhibit 13 out of sequence).
3. On November 3, 2017, the Parties entered into a Consent Decree (Doc 4-1), 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 another 1,500 potentially aggrieved disabled employees of American and Envoy. Note: that Meadows nor any of American’s 942 similarly-situated disabled pilots were never provided Notice of the Consent Decree, or these underlying proceedings; much less that they were excluded, and their statutory rights were unilaterally stripped away.
4. 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.
5. Defendant American never notified its disabled pilots that statutory ADA discrimination claims were excluded without any reasonable rationale nor explanation.
6. On November 20, 2017, the EEOC issued a press release entitled, ***“American Airlines and Envoy Air to Pay $9.8 Million to Settle EEOC Disability Lawsuit”***, which falsely asserted that ALL employees were included, stating in relevant part;

> “American Airlines and Envoy Air will pay $9.8 million in stock, which is worth over $14 million if cashed in today, and provide other significant relief **to settle a nationwide class disability discrimination lawsuit filed by the U.S. Equal Employment Opportunity Commission (EEOC),** the agency announced today.”

**> “The EEOC's suit said the airlines unlawfully denied reasonable accommodations to hundreds of employees. "This matter highlights the critical role of the Americans with Disabilities Act in getting people back to work as quickly as possible,"**

**> “The settlement applies to all American and Envoy employees throughout the country.”** (Emphasis Added).(Exhibit 2).

1. On December 15, 2017, the Defendants, parent, Debtors AMR Inc., requested 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 *amrcaseinfo.com*, Doc 12861).
2. The first time that Meadows other similarly-situated disabled American pilots, saw the EEOC Consent Decree, was when it was filed American’s bankruptcy pleading, even then they were never properly noticed. Regardless, Meadow was shocked to learn that it outrageously excluded ONLY pilots, while all other rank and file unionized employees including flight attendants and mechanic were included.
3. Accordingly, Meadows and two other similarly situated disabled American pilot employees, timely filed an Objection to Defendants’ Proposed Order which requested the Bankruptcy Court approve the EEOC Consent Decree. (Exhibit 3, 4 and 5).
4. Meadows in his Objection asserted the Consent Decree and associated Order were unlawful, unfair and prejudicial, and specifically asserted that; 1) they were prejudicial to all Creditors and Shareholders, 2) were prejudicial to ALL American disabled pilots employees, 3) violated the principle of equal treatment of a class of creditors (disabled employees, in particular pilots), and 4) they were neither fair nor reasonable and appear to be the product of collusion and/or fraud to deprive American’s aggrieved disabled pilots of their statutory ADA and Creditor rights. (Exhibit 3 *Id.*)
5. On February 1, 2018, Meadows and similarly-situated disabled American pilot Kathy Emery, argued their Objections before Judge Lane. And Contrary to the Defendant’s misrepresentations in their Motion For Entry of Amended Consent Decree and Letter to Judge Lane; Meadows never asserted he would appeal ANY Order, but ONLY that he would appeal as to the proposed order which was unlawful as written, and to the extent that any modified order continued to contain unlawful terms or clauses.
6. On March 20, 2018, the Parties in this litigation, now seek this Court’s approval of an Amended Consent Decree, which seemingly now strikes language excluding Meadows and American’s 942 other similarly-situated disabled pilots; but in reality it still implicitly excludes ALL disabled pilots by adding language, *“except for those individuals reviewed exclusively for purposes of obtaining disability benefits;”* (Doc 10, ¶ 22. c.ii), because all pilots suffering from medical condition who have exhausted their sick leave, must then apply for their collective bargained pilot long term disability benefits in accordance with their collective bargaining agreement (“CBA”).

***Meadows as a Disabled American Pilot Employee Has Standing As an Indispensable Party Who will be Severely Prejudiced***

1. Meadows was a former U.S. Air Force Officer and military pilot who served his country for six years, and was honorably discharged after serving during Gulf War I.
2. Thereafter, in August 1991, Meadows was hired as an American Airlines pilot, and flew DC-10, B-727, MD-11, and B-777 aircraft, until he suffered a debilitating medical condition. Meadows has continuously accrued employee credited service for 27 years, and under newly revised FAA medical regulations he hopes to return to the cockpit with ten years remaining in his American Airlines piloting career.
3. Regardless to date, Meadows receives collectively bargained Long Term Disability benefits negotiated under the American Airlines pilots collective bargaining agreement, under which he is defined as both an “employee” and “pilot employee”, who receives pay in the form of W-2 “pilot employee” wages subject to federal tax withholding, along with Active “pilot employee” benefits package (excluding 401k and travel).
4. American Airlines has some 15,000 unionized pilot employees, 942 of whom, including Meadows, are on currently collectively bargained company pilot long term disability plans, due to a medically disqualifying condition that prevents them from serving in the cockpit. ((Exhibit 13 *out of sequence*).
5. Many such pilots, including Meadows, are not totally and permanently disabled, and remain capable of working in a management or training capacity. Further, many previously long term disabled pilots have returned to the cockpit, sometimes after as many as 10 to 15 years, but certain pilots like Meadows who filed EEOC charges and/or whistleblower complaints, have been subjected to retaliation of being terminated, removed from the seniority list, and denied return to work.
6. However, American, solely on the basis of Meadows medical condition, has treated him as being “administratively terminated”, removed from for the seniority list and has steadfastly denied his numerous requests for reasonable accommodation for reassignment to a non-flying position, or for additional leave until such time he is medically qualified to resume is original job and seniority as a pilot, in blatant violation of the ADA.
7. As mentioned, previously, on July 14, 2012, the U.S. Equal Employment Opportunity Commission, filed general Proof of Claim No. 9676 (the **“EEOC Proof of Claim” or “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.”** (Exhibit 1 *Id.*)
8. ***“Other aggrieved individuals”***, naturally included Meadows and American’s similarly-situated 942 disabled pilots who are on company long term disability benefits, especially the 246 disabled pilots, who like Meadows, were purportedly terminated removed from pilots’ seniority list, solely on the basis of their medical condition; and to the extent they as a direct result suffered disability retaliation and discrimination and, were otherwise denied a reasonable accommodation in violation of the ADA, during the **“Discriminatory Period”** identified in the Consent Decree.
9. Indeed, Meadows is one such American pilot who suffered discrimination and retaliation in violation of the ADA during the discriminatory period; and in particular he was denied several written requests for a reasonable accommodation, then American retaliated against him by purportedly terminating and removing him from the pilots’ seniority list pre-petition in late 2011 without cause, solely on the basis of his record medical disability.
10. As a result, of American Airlines discriminatory and retaliatory conduct in violation of the ADA Meadows took the following actions to hold American accountable;
11. on July 14, 2012 the EEOC Proof of Claim was filed on behalf of all ***“other aggrieved individuals”*** (Exhibit 1 *Id.*),
12. on August 23, 2012 Meadows filed an EEOC Intake Questionnaire. (Exhibit 6),
13. on September 12, 2012 Meadows filed EEOC Charge of Discrimination 540-2012-03194 (Meadows was an ***“aggrieved individual”*** whose claims were preserved by the EEOC Proof of Claim). (Exhibit 7),
14. on January 30, 2015 the EEOC could not certify that American was in compliance with the ADA and issued Meadows a Right to Sue letter. (Exhibit 8);
15. on April 30, 2015 Meadows timely filed his ADA lawsuit *Meadows v American Airlines* (N.D. IL., Case No. 1:15-cv-03899-MSS). (Exhibit 9),
16. vi) then on July 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, and received at right to sue. (Exhibit 10).
17. vii) and on August 3, 2015 Meadows amended his ADA suit to include his 2nd EEOC charge.
18. In sum, Meadows has a record medical disability, and is a qualified individual under the ADA. He is also the Founder of the Disabled Airline Pilots Foundation and disabled pilot employee of Defendant American Airlines, one of American’s 942 potentially aggrieved disabled pilots on long term disability benefits, and one of American’s 246 disabled American pilots who are absolutely aggrieved individuals due to their unlawful termination and removal from the seniority list solely on the basis of their disability. (Exhibit 13 *Id*. *out of sequence*).
19. Meadows timely filed his charge of discrimination during the EEOC instigation’s discriminatory period, which preserved by the EEOC’s general unliquidated POC, whose individual ADA charges of discrimination and pending actions are at risk of being foreclosed due to the Amended Consent Decree’s dismissal of the EEOC POC; and its outright discriminatory exclusion of Meadows and American’s 942 similarly-situated disabled pilots. As such Meadows is an Indispensable Party, who will otherwise suffer a manifest injustice and severe prejudice if not allowed to intervene in these proceedings.

**ARGUMENT**

1. **The Amended Consent Decree IS still EXCLUSIONARY and DISCRIMINATORY Against Meadows and all of American’s 942 other similarly-situated Disabled Pilots And The Parties Have Misled This Court to Believe Otherwise**

Throughout these proceedings the EEOC prosecuted charges of discrimination on behalf of ALL disabled employees of American, to include Meadows, by filing in Defendant’s bankruptcy proceedings a general EEOC Proof of Claim No. 9676 in an unliquidated amount on behalf of all ***“other aggrieved individuals”****,* a class-action lawsuit on behalf of a **“*nationwide group of potential aggrieved individuals”****,* and finally it boasted in a press release that *“****The settlement applies to all American and Envoy employees throughout the country.”*** (See SOF 2-12).

Thus, it was arbitrary, discriminatory, and in bad-faith for the EEOC in its original Consent Decree to suddenly and explicitly exclude only Unionized Pilots and Corporate Officers without notice, but to otherwise include all other employees, including unionized flights attendants and mechanics, and even management employees. Wherein the Decree explicitly stated*, “****The Employee List shall exclude pilots of American and Envoy, corporate officers of American and Envoy…”***(Doc 4-1, ¶ 22. c.). This is simply outrageous, for it was the American Airline’s and Envoy’s Corporate Officers who were responsible for implementing and allowing the unlawful policies and practices, which systemically discriminated and retaliated against ALL of Defendants’ disabled employees, including ALL disabled pilots. The very same policies and practices to which rank and file disabled pilot employees were subjected, just like every other disabled employee was. Yet, American’s and Envoy’s pilots were somehow being excluded and lumped in with American’s Corporate Officers who were responsible for the unlawful acts.

After Meadows and several other disabled pilots objected to this unlawful exclusion of disabled pilots during Defendants’ bankruptcy hearing on 2/1/18; the Parties now come back to this Court, using sleight of hand to resuscitate this still deal by and through its red-lined Amended Consent Decree as was also submitted to the Bankruptcy Court. It should also be noted that the Parties never noticed Meadows or other similarly-situated pilots. (Doc 10-1 or Exhibit 11).

On March 20, 2018, the Parties in this litigation, filed their newly minted Amended Consent Decree, which seemingly now explicitly includes Meadows and American’s 942 other similarly-situated disabled pilots; by striking the language that now reads as follows, ***“The Employee List shall exclude ~~pilots of American and Envoy.~~..”***(*Id.*, ¶22. c. at 9).

But not so fast…

However, the Parties in its Amended Consent Decree also craftily added language in paragraph just above that clause which speaks to the requirements for disabled employees (to qualify for inclusion in Employee Settlement List (*during thee discriminatory period of 1/1/09 -8/3/15*). Specifically, the Consent Decree ¶ 22. b. ii., originally stated, “*Were reviewed by the Medical Review Board”*; but, now to that the Parties also add the following language, ***“except for those individuals reviewed exclusively for purposes of obtaining disability benefits;”*** (*Id.,* ¶ 22. b.ii, at 9).That clause in and of itself must necessarily exclude Meadows and EVERY disabled American pilot, because all pilots suffering from a disqualifying medical condition, must first exhaust their sick leave and vacation banks; and thereafter, must then apply for their collectively bargained pilot long term disability benefits in accordance with their collective bargaining agreement. (Exhibit 12, at 10.C.8.b.(3)).

The other two clauses in ¶ 22. b. i. and ii., requiring submission of *“a completed request for Accommodation Form”*, and to have been *“reviewed by the Accommodation Review Board”*, do not even apply to pilots at all, as there are no such forms or boards exist in their collective bargaining unit or contract. So, the Amended Consent Decree as written makes it impossible for Meadows or any other disabled American pilot, to get on the Employee List to become eligible and qualify for the settlement.

Parties have engaged in an egregious bad-faith effort to mislead this Court, and make it appear as if the Amended Consent Decree cures its original discriminatory exclusion of pilots, and is now including Meadows and American’s 942 similarly-situated disabled pilots. However, the sad reality is, that the Parties have slyly implicitly excluded all of American’s disabled pilots by and through creative legal ease. Such material misrepresentations to this Court should not be tolerated. For this reason alone, the Amended Consent Decree must be denied.

1. **Amended Consent Decree SETTLEMENT AMOUNT IS WOEFULLY INADEQUATE**

As an aggrieved disabled pilot employee, Meadows read with great interest the recent 11-20-12 EEOC press release regarding its Settlement with American, which proclaimed in part that; ***"American Airlines...will pay $9.8 million in stock...and provide other significant relief to settle a nationwide class action disability discrimination lawsuit..."***and further that *"****This settlement applies to all American and Envoy employees throughout the country."***

Thereafter, in December 2017, American filed a Motion in its proceedings in the U.S. Bankruptcy Court in the Southern District of New York, seeking to approve the EEOC settlement consideration and Consent Decree. However, after carefully reading the Consent Decree, Meadows was absolutely shocked to learn that the settlement which allegedly covered a *"nationwide class"* and applied to *"All American and Envoy employees throughout the country.",* did anything but that.

In fact, it explicitly excluded Meadows and ALL of American's disabled employees from the settlement and claim process. (Doc 4-1, ¶ 22. C. at 9). This is particularly outrageous, when considering American has some 942 disabled pilot employees, and at least 246 of which including Meadows, were terminated and removed from the pilot seniority list solely on the basis of their medical disability. Moreover, the EEOC in its Amended Consent Decree, explicitly dismisses the EEOC Proof of Claim No. 9676 with prejudice, which was filed on behalf of Meadows and all *“other aggrieved individuals”;* this has the direct effect of foreclosing Meadows and other pilotemployees, who were otherwise excluded from the settlement, from continuing their valuable ADA lawsuits that stemmed from the exact same pattern and practice of disability discrimination from 2009-2015.

Further, the amount of the settlement is woefully inadequate. Tellingly, American’s attorneys during the 2/1/18 Bankruptcy Court Hearing, admitted that before the pilots were excluded from the settlement the EEOC was in fact seeking ten times the settlement amount (around $100M); but with pilots excluded, American was able to get a much “better deal for the bankruptcy estate” by settling for only $9.8M. They went on to disingenuously argue that pilots were excluded because they are “different” due to their strict FAA Airman’s’ Medical certification requirements; but American’s attorney’s failed to disclose to Judge Lane that many medically disqualified pilots, particularly Chief Pilots in management, have secretly been given SLOA (“Sick Leave of Absence”) *“Special Assignments”* to non-flying jobs, managing or training or other line pilots, at fully pensionable pilot pay. The past-practice of “*Special Assignment”* non-flying jobs for a chosen few, amounted to *De facto* reasonable accommodations. Yet, Meadows numerous written requests for such jobs were steadfastly denied, in violation of the ADA.

Regardless, even if the settlement amount was $100M as American stated the EEOC originally wanted, it would still have been far too little. Especially considering that, an average American pilot earns pay and benefits worth an average of $250k/year, and for each pilot who was denied six years of back pay as a result of being denied an accommodation (for the discriminatory period 2009 - 2015), the back-pay component would be $1.5M per pilot alone. Considering that American, unlawfully refused to offer reasonable accommodations, denied written accommodation demands, and terminated and removed from the seniority list, Meadows and 246 other similarly-situated disabled pilots; that would could make the total disabled pilot back-pay settlement competent alone worth over $360M (246 pilots x $1.5M). Not to mention, any forward pay and benefits that would be owed in lieu of reinstatement due to American’s hostile work environment for certain disabled pilots who have filed charges and complaints, and who have been refused such reinstatement even after becoming fully medically qualified.

No matter what, American could easily afford that amount and much more. After all, American and Envoy’s parent AMR Corp.’s bankruptcy estate Disputed Claims Reserve, still has well over $1B worth of stock for the sole purpose settling Creditor claims. Further, virtually all such claims having been fully settled out, leaving an enormous surplus of stock, which if not distributed to the EEOC settlement, will ultimately just be a windfall to be redistributed via double or triple dip distributions, to old equity and Creditors, whose claims have already been satisfied at 100% or better.

Therefore, it is simply outrageous, that the Parties would deliberately exclude disabled pilot employees, in the first place. Much less exclude them, and settle for a couple of pennies on the dollar. Especially, when considering that under the EEOC’s public policy goal and mandates, it was statutorily obligated to have included and equally and fairly, fully satisfied ALL the disability discrimination claims of Meadows and American’s 942 other potentially aggrieved disabled pilot employees, which are collectively worth hundreds of millions of dollars. Sadly, it seems as though the Parties were intent on cutting a deal at any price, with the EEOC behaving as an over eager prosecutor, more concerned with a taking credit for a conviction and sensational major news headline (see Exhibit 2 *Id.*), than meting out actual justice on behalf of all those disabled American employees who it was otherwise mandated to protect. Sadly, the Parties, after having been called out in the Bankruptcy Court for their failure to include pilots in their original Consent Decree; have now seemed to collude to mislead this Court into thinking pilots are not included, when in fact the Amended Consent Decree continues to exclude Meadows and American’s 942 similarly-situated disabled pilots. In so doing, the EEOC has willfully failed to protect the entire class of American’s disabled employees, in manner inconsistent with its publicly policy goals and Congressional Mandate.

1. **Parties Have Attempted to Deprive Meadows Due Process Rights to Appeal by Modifying Language to Make the Amended Consent Decree Effective Immediately**

As detailed below, the Parties are also proposing radical changes as to when and how the Consent Decree becomes effective. Originally, it became effective the later of;

“(i) the date signed by this Court or (ii) the date on which an order from the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) approving monetary relief provided for in this Decree becomes final and non-appealable (the “Effective Date”). (Doc 4-1).

During the Bankruptcy Court hearing on February 1, 2018, the Parties appeared before that Court seeking approval of the monetary relief provided for in the Consent Decree. During that hearing Meadows and another similarly situated American disabled pilot employee, filed and argued Objections before Judge Sean Lane, and asserted several arguments to deny the settlement on the basis that it was; 1) not fair and equitable and prejudicial to the interest of all Creditors and American’s Shareholders, 2) prejudicial to all disabled pilot employees of American Airlines who are also aggrieved individuals, 3) that it violates the principle of equality within a class of Creditors under the U.S. Bankruptcy Code, and 4) that the settlement is not fair and reasonable and may in fact be the product of fraud or collusion. Indeed, based on the argument of American’s attorneys in those Bankruptcy Court proceedings, it is clear that Defendant American also discriminated against its pilots in negotiating the settlement and Consent Decree as compared posed to other disabled employees. During that hearing, American’s attorneys alluded that pilots were *“different”* because they are subject to stringent FAA professional licensure requirements. However, such arguments are disingenuous, and American knows it; because those FAA requirements only apply to performance of pilot’s duties in the cockpit of an aircraft, and most certainly do not preclude disabled pilots from serving in other ground jobs such as in a pilot training or management capacity, based on a long standing past-practice to do so[[3]](#footnote-3).

Regardless, Meadows objected and stated if the Proposed Order was entered as written, or if any modifications thereof, were exclusionary as to him and all disabled pilots and failed to give such disabled pilots notice, that he reserved his right to appeal it. However, contrary to the Defendant’s misrepresentations in their Motion For Entry of Amended Consent Decree and its 3/20/18 Letter to Judge Lane (See *amarcaseinfo.com*, Doc 12879); Meadows never asserted he would appeal ANY Order, but that he would ONLY appeal as to the Proposed Order, or any modifications thereto, that unlawfully excluded Meadows and similarly-situated disabled pilots, and failed to notice them of the settlement, or if it was unlawfully discriminatory

Now, the Parties return this honorable Court seeking a radical modification which will deprives Meadows and all other similarly-situated disabled employees from their right to uninhibited due process to appeal any subsequent Bankruptcy Court Order; without the benefit of due process to even argue or have this matter heard, before entry of this new Order and Amended Consent Decree, which still unlawfully still excludes Meadows and ALL similarly-situated disabled American pilots.

More specifically, as reflected in the Parties redlined Amended Consent Decree, Paragraph 8, states that it will become effective immediately after being approved by this Court, as opposed to when an order of the Bankruptcy Court becomes “final and non-appealable.”, relevant excerpt with modifications shown below;

(ii) the date on which an order from the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) approving monetary relief provided for in this Decree ~~becomes final and non-appealable~~ is issued (the “Effective Date”). (Doc 10-1 or Exhibit 11).

There can be no rational explanation nor any substantive reason, for this Court to entertain such radical and arbitrary modification to the Effective Date. Clearly, the original intent of the Parties and this Court was to allow and appeal of the Bankruptcy Court’s Order to run its full course, and ONLY then would the Consent Decree become Effective. Now, the Parties seek what amounts to a retaliatory and punitive change, simply because Meadows and other disabled pilots have raised legitimate Objections in the Bankruptcy Court; which ultimately may lead to a meritorious appeal. In so doing, the Parties proposed Effective Date modification, has the effect of to be punishing Meadows and all other potential disabled pilot Appellants, simply because they elect to exercise their constitutional right to due process to file an appeal, as provided under the U.S. Bankruptcy Code and the U.S. Constitution. Which is quite simply outrageous, as it would create a manifest injustice, as described below.

Thus, the Parties proposed modification to radically alter the Effective Date in their Amended Consent Decree, appears to be made in bad-faith and intended to deprive Meadows and similarly situated pilots of their due process rights to appeal. Moreover, if the Amended Consent Decree becomes Effective immediately after the Bankruptcy Court enters its Order, it will also immediately dismiss the EEOC general POC with prejudice, and immediately strip away Meadows’ and other similarly situated disabled American pilots’ pending ADA lawsuits/claims/charges, which would remain pending during the pendency of any appeal. Furthermore, if the Decree becomes immediately effective, prior to full exhaustion of the appeals process, then the settlement of $9.8M in stock will be fully distributed from American’s bankruptcy estate and distributed to hundreds of disabled employees, but whilst excluding Meadows and all disabled pilots. This radical modification, would effectively let the horse out of the barn to run wild. Making the result of any future favorable Appellate decisions moot and meaningless to Meadows and all those 942 similarly-situated disabled pilots, who will be unable to participate in such distribution, as all of the settlement funds will be long gone by the time their appeals are fully decided. Thereby, making it be impossible to unwind the adverse effects of any Decree that becomes effective immediately upon this Court’s Order, which is not only contrary to the original intent of the parties, but will also cause in substantial and irreparable harm to Meadows and others similarly-situated.

1. **LOSS OF SENIORITY - THE PILOTS’ KRYPTONIITE: Amended Consent Decree Fails to Reinstate Pilots Unlawfully Removed From Seniority List In Violation of the ADA Leaving Them Irreparably Harmed and Unable To Return when Medically Recertified**

The Parties Amended Consent Decree fails to address the fact that Meadows and 246disabled American pilots, were unilaterally removed from American’s pilot’s seniority list solely on the basis of their medical disability, not only in blatant violation of the collective barging agreement, but most importantly in violation of the statutory law of the ADA.

Indeed, the plain and unambiguous language in the EEOC enforcement manuals *"Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the ADA"* (EEOC No. 915.002 Oct. 1, 2002), and *"EEOC Enforcement Guidance on the American with Disabilities Act and Psychiatric Disabilities"* (EEOC No. 915.002, Mar. 25, 1997) mandates an;

***"Employer must modify its no-leave policy, and provide additional leave...for treatment or recovery related to a disability."*,** and that an, ***"Employer must hold open an employee's job [i.e. pilot seniority number] if granted leave as a Reasonable Accommodation."***and further that,***"Court's recognize leave, as a Reasonable Accommodation****."*

Therefore, now that his seniority number has been unlawfully revoked, unless the Parties’ Decree explicitly providing for his reinstatement to the seniority list; Meadows is exposed and vulnerable, for if he obtains FAA Airman’s medical re-certification based on new regulations that allow for his condition; his long term disability benefits will stop, but he will have not path to return to the cockpit as active American line pilot at his original relative seniority position. Thereby, Meadows and the other pilot’s similarly-situated will be prevented from resuming their American Airlines piloting careers at their original job and seniority position, which is contrary to the EEOC’s own enforcement mandates.

The importance of seniority to Meadows and any other major airline pilot cannot be understated, it is indeed the end all be all for them, as was so eloquently summarized in the following editorial opinion entitle, ***“The Airline Pilot’s Kryptonite”***;

**The image of the airline pilot is a super one.**

Second only to firefighter, airline pilot consistently ranks as the top most-respected profession in the world. The stereotype of the stoic, benevolent, grandfatherly problem-solver in the sky is embedded in our psyche. Calm in the face of danger, the airline pilot gets ‘er done. Plane on fire? No problem. Flock of geese fry your engines? On it. Cat caught in a tree? Keep calm and call an airline pilot. But this heroic sky god has a secret weakness as powerful as Superman’s Kryptonite, one that will reduce him to a blubbering, tantrum-throwing 2-year old. Worse, it threatens to transform the benevolent Supergramps into Bizarro Supergramps, a snarling, cannibalistic jackal willing eat his own kind.

**This Kryptonite has a name: Seniority.**

Seniority is everything to pilots. It dictates whether they’re Captains or First Officers, hold a line (schedule) or are on reserve (on call), the size of the toy they get to fly, and in which city—from Paris to Pocatello—they’re based. It determines whether they have weekends and Christmas off, or have to fly red-eyes.

**It dictates whether they even have a job.**

Unlike doctors, lawyers and other professionals, pilots cannot make lateral moves between companies. Why? Because seniority is nontransferable between companies. Besides, there is simply no easy measuring stick for saying, “This pilot is ‘better’ than that one, and therefore should be senior.” Either a pilot can meet minimum flying standards, or can’t. So, regardless of skill and experience, the pilot switching companies goes straight to the bottom of the next list. As a result, for any given single company, seniority is solely based on date of hire (DOH). The longer a pilot stays—in theory—the higher up the food chain, and therefore the better one’s schedule, pay, and jobs security. The more people beneath them, the more they are cushioned from furlough (layoff, with recall rights) during a downturn. But when airlines merge, all hell breaks loose.

**Mergers unleash the pilot’s kryptonite like Lex Luthor never could.**

(OPINION: By Capt. Eric Auxier <http://airwaysnews.com/blog/author/capnaux/> October 21, 2015).

1. **The Amended Consent Decree by Dismissing EEOC General POC Deprives and Forecloses Meadows’ and 942 similarly-stated Disabled pilots ADA Discrimination Claims**

Particularly troubling, is the fact that the Parties’ Amended Consent Decree (Doc 10-1, ¶21 at 6), requires Dismissal of the EEOC general Proof of Claim No. 9676 with prejudice (Exhibit 1 *Id.*). Such dismissal with prejudice, would permanently and prejudicially deprive Meadows all of American’s 942 similarly-situated disabled pilots who are all potential *“aggrieved individuals”*, of their ability to piggyback on the original EEOC general POC; for the purposes of either participating in a future settlement, or from pursuing their currently pending ADA claims/charges/lawsuits based on American’s pattern and practice of discriminatory from 2009-2015, in an unlawful violation of the ADA.

By way of background, Meadows filed his individual EEOC Charge of Discrimination, No. 540-2012-03194, with the Phoenix office in August 2012; primarily for being denied several requests for a reasonable accommodation, then being purportedly *“administratively terminated”* and removed from the pilots’ seniority list without notice in late 2011. That was just one month after the EEOC’ Phoenix office had filed the EEOC’s blanket Proof of Claim No. 9676 in American's bankruptcy proceedings, which asserted a claim on behalf of all *"other aggrieved individuals"* (*including Meadows’ subsequently filed EEOC charge*) in an unlimited *“unliquidated”* amount. Indeed, the EEOC’s Phoenix office also investigated Meadows charge as part of the very same systemic investigation that resulted in the Parties’ recent settlement and the Consent Decree. However, in April 2014, despite being one the *"aggrieved individuals"* covered under the EEOC blanket Proof of Claim No. 9676, American filed an Objection in its bankruptcy proceedings seeking to disallow Meadows meritorious ADA charges, and obtained an ill-gotten Order to that effect. Regardless, in Jan. 2015, the EEOC’s Phoenix Office provided Meadows a right to sue letter, based on which he timely filed an ADA lawsuit against Defendant American in federal court. Subsequently, American then sought and obtained another order from the bankruptcy court to enjoin Meadows ADA lawsuit on the basis that it was timely reserved (*when in American in fact knew it otherwise preserved by EEOC POC No. 9676*), and that ADA suit is currently stayed pending an appeal of that order. Shockingly, Meadows was never notified nor aware of the EEOC POC, as it was hidden and not publicly searchable in American’s bankruptcy claims register, as described in detail in Meadows Objection to the original Consent Decree filed on January 23, 2018, in the U.S. Bankruptcy Court. (See amrcaseinfo.com Doc 12872 ¶¶ 37-43 at 13). Regardless, Defendant American and its parent Debtor AMR Corporation knowingly withheld that information, and in so doing wrongfully deprived Meadows’ statutory ADA rights, which were otherwise timely preserved by the EEOC POC. Thereby, they improperly used the bankruptcy court as a sword, instead of a shield, in a bad faith effort to otherwise strip away and deprive Meadows of his meritorious ADA charge/lawsuit, and never properly disclose to the Bankruptcy Court that he was in fact one of the “aggrieved individuals” who was covered by the EEOC’s timely filed proof of claim.

Furthermore, the Parties had not only outrageously excluded Meadows from their Consent Decree, but also all of American’s 942 similarly situated disabled pilots. Now, after Meadows and others objected to their discriminatory exclusion, the Parties have allegedly included Meadows and American’s 942 other similarly situated pilots in its newly minted Amended Consent Decree.

Or so it would seem…

When it reality, the Parties, by and through their Amended Consent Decree, have in fact implicitly excluded American’s 942 other similarly-situated disabled pilots, using the slyly crafted legal ease as shown in greater detail in Argument A. above. Regardless, given that Meadows is in fact excluded from the Amended Consent Decree, and by operation of that document the EEOC POC will be dismissed with prejudice, then Meadows and all of American’s similarly-situated 942 disabled pilot employees would be forever foreclosed from pursing any discrimination remedies against Defendant American. Which would be a manifest injustice.

1. **Amended Consent Decree Violates EEOC’s Public Policy Goals and Congressional Mandate**

Public Policy Goal: The EEOC acts to vindicate the public interest in the eradication of employment discrimination. *"[T]he EEOC is not merely a proxy for the victims of discrimination .... Although [it] can secure specific relief, such as hiring or reinstatement ..., on behalf of discrimination victims, the agency is guided by 'the overriding public interest in equal employment opportunity ... asserted through direct Federal enforcement.'"*  *General Telephone Co. v. EEOC*, 446 U.S. 318, 326 (1980) (quoting 118 Cong. Rec. 4941 (1972)).

A strong public policy prohibits interference with governmental law enforcement activities. Agreements that prevent employees from cooperating with EEOC during enforcement proceedings interfere with enforcement activities because they deprive the Commission of important testimony and evidence needed to determine whether a violation has occurred. Moreover, insofar as such agreements make it more difficult for the Commission to prosecute past violations, atmosphere is created that tends to foster future violations of the law. See *Brooklyn Savings Bank v. O'Neil*, 324 U.S. 697, 710 (1945); *EEOC v. Astra USA, Inc*., 94 F.3d, 738, 742 (1st Cir. 1996).

Furthermore, the U.S. Equal Employment Opportunity Commission is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information. It is also illegal to discriminate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. Just as has previously happened to Meadows when he originally filed his charge of disability discrimination, and as is occurring now by the Parties’ radical modifications seeking to make the Amended Consent Decree effective immediately in order to deprive his due process rights, and exclude him from a class-wide discrimination lawsuit settlement altogether.

Here, throughout these proceedings the EEOC seemingly followed its policy goals and mandate, by initially prosecuted its charges of discrimination on behalf of ALL disabled employees of American, to include Meadows, **by filing a general EEOC POC in an unliquidated amount on behalf of all *“other aggrieved individuals”,*** a **class-action lawsuit on behalf of a “*nationwide group of potential aggrieved individuals”,***and **boasting in a press release that *“The settlement applies to all American and Envoy employees throughout the country.*** (See SOF 2-12).

However, immediately thereafter, the EEOC began to behave in an arbitrary, discriminatory, and in bad-faith manner when it created and agreed to its original Consent Decree, which suddenly explicitly excluded only Unionized Pilots and Corporate Officers, but had otherwise include all other employees, including unionized flights attendants and mechanics, and even management employee. Wherein it explicitly stated*, “****The Employee List shall exclude pilots of American and Envoy, corporate officers of American and Envoy..”***(Doc 4-1, ¶ 22.c.).

Now, in the Amended Consent Decree, the EEOC has attempted to mislead this Court to believe that its modifications now seemingly include all of American’s pilots; when in fact Meadows and American’s 942 similarly-situated disabled pilots have actually been excluded, in underhanded, willful, and discriminatory fashion. Thus, the EEOC knowingly excluded Meadows and American’s similarly-situated 942 disabled pilots in the original Consent Decree, and even after being exposed for doing so during the Bankruptcy Court hearing, in make yet another surreptitious attempt to foist this exclusionary and discriminatory Amended Consent Decree upon this Court. Not only has the EEOC blatantly violated its public policy goals, but also its Mandate which it was otherwise entrusted by Congress to enforce.

1. **Amended Consent Decree IS NOT Fundamentally Fair, Nor Adequate, Nor Reasonable, And IS Inconsistent with the EEOC’s Goals and Congressional Mandate**

Based on all the foregoing facts and arguments, the Parties’ Amended Consent Decree lodged with the Court is not fundamentally fair, nor adequate in amount, nor reasonable, as otherwise required, and it is well within this Courts discretion to not approve it. See *United States v. State of Oregon,* 913 F.2d 576, 581 (9th Cir. 1990). Additionally, this Amended Consent Decree is not consistent with the EEOC public policy goals nor its Congressional Mandate, and is also substantively and procedurally unfair; accordingly, this Court can and should hould deny the Amended Consent Decree. See Mach Mining, 2017 WL 365636, at \*1 (citing George A. Whiting Paper Co., 644 F.3d at 372.)

Therefore, the EEOC’s Motion for entry of its Amended Consent Decree which seeks to settle this nationwide class-action discrimination lawsuit styled as, *EEOC v. American and Envoy Air Inc*. *Id.*, should be denied in its entirety. Because, this discrimination settlement, by excluding Meadows and the class of 942 similarly-situated disabled American Airlines pilots, is discriminatory in and of itself. And the means at which it was derived was improper and underhanded, and likely a product of collusion between the Parties, in a bad-faith effort to defraud American’s costliest disabled employees, its disabled pilots, of their valuable discrimination lawsuits/claims/charges, which violates both the EEOC’s public policy and Congressional Mandate.

**CONCLUSION**

Based on all the foregoing, Meadows is an indispensable party, who has a claim and interest in the transaction of this instant matter, which is based on a common question of fact and law, who will otherwise be subjected to substantial harm.

Additionally, the Amended Consent Decree surreptitiously excludes Meadows and American’s 942 other similarly-situated disabled pilots, deprives them of due process, the settlement amount is woefully inadequate; and as such, it is not fundamentally fair, nor reasonable, nor adequate, and is thus inconsistent with the EEOC’s goals and Congressional mandate in violation of public policy.

Moreover, given the fact that the Parties have already mutually agreed to, and effectuated the new Amended Consent to Decree, the original Consent Decree must be deemed to have no force or effect. Thereby, requiring this Court to look at the Parties’ Motion and its associated Amended Consent Decree with fresh eyes and to start the process anew, but this time to it must afford Meadows and all other aggrieved disabled employees complete due-process; including full briefing schedule, argument and evidentiary hearing with witness testimony.

Furthermore, given the EEOC’s apparent and actual conflict of interest, Meadows would also request that this Court order the EEOC to provide competent independent legal counsel on behalf of Meadows at the EEOC’s expense.

Therefore, Meadows respectfully requests this Court allow him to intervene in these proceedings as an Indispensable Party, and grant his Objection deny the Parties Motion to entry of the Amended Consent Decree, or otherwise allow him the opportunity to be heard and argue before this honorable Court with full dues process. Otherwise, Meadows and 942 other similarly-situated disabled pilots of American will be severely prejudiced and left remediless, without a forum to resolve their very valuable disability discrimination claims.

Dated this 30th of day March 2018; Respectfully submitted,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lawrence M. Meadows, Pro Se

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**Certificate of Service**

**I, Lawrence Meadows, hereby certify,** that a true and correct copy of the foregoing was served by U.S. Mail on March 30, 2018 on all counsel or parties of record on the Service List below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Filer

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1. American was provided a detailed 19 page, economic expert report prepared by Berkeley research Group, who valued Meadows’ American Airlines piloting career at $5.609M (under the old pilots contract, valued is much higher under 2015 CBA), assuming reinstatement to American’s pilot seniority list, retroactive to the date he was unlawfully removed in late October 2011 (solely on the basis of his disability) in violation of the pilots’ collective bargaining agreement and the ADA, and reassignment to a SLOA (sick leave of absence) Special Assignment non-flying job at fully pensionable pilot pay, as was American’s long-standing practice for medically disqualified pilots. [↑](#footnote-ref-1)
2. 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.*** [↑](#footnote-ref-2)
3. First, the statutory basis to provide such accommodations exists under the American's With Disabilities Act (ADA), and an employer's duty to accommodate is an on-going one. On May 28th, 2013, the U.S. Supreme Court, denied United Airlines petition for certiorari review, and let stand the 7th Circuit's *En Banc* decision. See ***EEOC v. United*** *(7th Cir. Sep 7, 2012)*; which held that, **"*The ADA does indeed mandate that an employer appoint employees with disabilities to vacant positions for which they are qualified...or another option, such as providing an accommodation which allows the employee to remain in his or her current position."***

   Second, there exists a regulatory basis to provide such accommodation, FAA regulation 14 CFR Part 61.23(b)(7), provides that a **medical certificate is not required ,"*When serving as an Examiner or check airman*** *and administering a practical test or proficiency check for an airman certificate, rating, or authorization conducted* ***in a glider, balloon, flight simulator, or flight training device."***

   Third, there also exists a contractual basis for such accommodation of disabled pilots; provided for under the CBA Sec 12. B.10., which provides that **a Check Airman placed on disabled status, will be given the choice of remaining as a Check Airman, and that the company has the ability to address special situations on an ad hoc basis.** [↑](#footnote-ref-3)