

January 27, 2020

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Sent via E-mail and Fedex # 8045-5594-9047

CA Eric Ferguson, APA President
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Subject: Ongoing Constitutional Crisis At APA

Dear CA Ferguson,

As you are aware, I am pilot on Long Term Disability ("LTD") and also designated by APA as Medical Disability Dropped ("MDD"), who receives collectively bargained income and benefit streams as negotiated under the JCBA. I was purportedly terminated and removed from the seniority list without notice solely on the basis being on disabled greater than five years, in violation of the Agreements and past practice (just as APA itself protested in collective DFW Domicile Grievance 12-012. I have protested that action by filing individual Grievance 12-011 (which former APA President Wilson refused to arbitrate and that matter in pending litigation in the 10th Cir. U.S. COA). Regardless, I am also protected under collective DFW Domicile Grievance 12-012, which APA Legal has secretly placed in abeyance for the past 8 years. Regardless, since December 2018, I have held my FAA Airman's First Class Medical and been current and qualified as a B-777 Captain and Instructor Pilot for The Boeing Company and for Southern Air Cargo, for the past 14 months; and I now meet ALL essential job functions for an American Pilot. Yet, to date, the Company has ignored my numerous written requests for RTW and reinstatement to the list; whilst simultaneously reinstating at least five others similarly situated during that very same timeframe. In fact, former APA President CA Carey, informed the BOD last March that I am the ONLY MDD pilot denied return to the list¹, but to date APA has taken no legal action on my behalf. Needless to say, I am very frustrated that I am being treated disparately not only by the Company, but my own union.

¹ To date, APA's records show some 240 pilots have been purportedly terminated and removed from the Pilot's Seniority List solely on the basis of their medical disability. Regardless, in accordance with longstanding past-practice, 52 such pilots who have subsequently obtained FAA medical certification, have sought reinstatement to the seniority list. Of those, American has reinstated and returned 49 pilots to line service. The two of those who were denied reinstatement, had sued both the APA and Company, and subsequently signed settlement agreements explicitly waiving their right to reinstatement. Meadows also sued the Company for termination of his LTD benefits, but he is not a party to any sort of settlement agreement and has never waived his right to reinstatement.

However, since you took office I truly appreciate you getting behind this matter and creating the “Disability Dropped Investigative Ad Hoc Committee”, and appointing staunch LTD/MDD advocate CA Ed Sicher as Chairman, and am hopeful their efforts will help resolve the MDD issue once and for all.

Sadly, in the meantime it seems as if things at APA have gone from bad to worse, particularly with respect to the MDD issue. Last month, I spent much of my holidays drafting Appellate briefs in the matter of *Meadows v. APA and American Air*. (10th Cir. COA, Case No. 15-4139); which protested APA’s refusal to arbitrate my individual reinstatement grievance 12-011 and APA’s unlawful C&R Lockout of its disabled pilots. As you should recall, I offered to you to stay that matter, pending final resolution of CA Sicher’s ad hoc committee, but APA’s former General Counsel strongly opposed a stay of those proceedings². I intended to write you to express my concerns and frustrations after drafting my brief and coming to the realization that despite two changes in APA leadership, termination of APA’s failed and former General Counsel³ and in-house legal director, that nothing has really improved, and actually seems to have gotten worse. I mean APA’s purportedly terminated general counsel, continues wasting tens of thousands of membership resources, making material misrepresentations⁴ to federal judges and frivolously defending APA’s known unlawful conduct violating the LMRDA by locking its LTD/MDD pilots out of C&R (ruled as a matter of law in *Emery v. APA*). It also blatantly obvious the James and Hoffman have worked hand in glove with American’s counsel dovetailing their separate briefs in a concerted effort to defeat my claims to compel arbitration of my

² Despite Meadows offer several months ago to stay his current 10th Circuit Court of Appeal matter related to APA’s unlawful C&R Lock-out and refusal to arbitrate Meadows MDD reinstatement grievance 12-011, and the current APA President Ferguson general agreement in principle to such stay, APA’s former General counsel vigorously opposed Meadows Motion to Stay said proceedings, and just last month spent tens of thousands of dollars on a 53-page appellate briefing to frivolous defend positions it has already lost in prior federal proceedings (*Emery and Brady*). It is unclear if the BOD condoned of this continued waste of union resources and frivolous defense of positions in which APA already received adverse rulings in other federal proceedings.

³ Tellingly, on July 1, 2016, after APA’s new President conducted an audit, and he abruptly terminated APA’s longtime (20+ years) General Counsel, James & Hoffman, based on their frivolous and wasteful defense of the disabled pilots C&R Lock-out, and excessive billing practices relating to this and another similarly situated disabled pilot’s litigation. Which resulted in APA losing its E&O insurance and having to renew it at a 150% premium, while substantially increasing its deductible and reducing its cap.

⁴ In the DFR and LMRDA lawsuit of *Meadows v. APA* (UDC, Case No 2:14-cv-00115-DS, Jul.22, 2014), and subsequent case now pending 10th Cir. U.S. Court of Appeals, APA’ former general counsel, James & Hoffman, has made numerous material misrepresentation of fact and law, in a bad-faith effort to deprive Meadows of his constitutional, contractual, and statutory rights. In sum, APA materially misrepresented, in August 2014 that Meadows was an APA Member in good standing who was contractual bound by its supreme law, the APA C&B, and as such ceded his right and allowed APA to resolve his individual grievance in its sole discretion; for the improper purpose of depriving him of his right to arbitration under the RLA. Yet, 3 months earlier in April 2014, APA during a SBOD, secretly declared him not to be a member who did not enjoy any rights (nor obligations) under its C&B; for the improper purpose of locking him out of C&R. APA also miscited case law to wrongly assert Meadows grievance right was contractually and controlled by APA’ C&B as opposed to statutory as mandated by the RLA. Additionally, APA failed its duty of candor to the tribunal to inform court, that APA internal arbitral precedent in *Sproc v. APA Nat. Officers*. plainly showed the APA C&B was superseded by the statutory law of the RLA and LMRDA. As a direct result APA and its former general counsel are now facing pending Rule 11 Motion for Sanctions and Rule 60 Motion for fraud upon the U.S. District Court.

grievance to a System Board of Adjustment, and deprive me of my contractual and statutory rights under the RLA; which APA itself had previously argued was an “*unwaivable*” statutory right in the federal lawsuit of American pilot Jason Whitaker. I’m dumbfounded that APA’s current general counsel allows this sort of unlawful conduct to seemingly continue unabated.

APA Is In A Constitutional Crisis, That Has Jeopardized The Integrity And Credibility Of The Negotiating Committee In the Midst of Section 6

I fully intended to give you a detailed account of what’s transpired in those appellate proceedings last month, but frankly I must shift gears, and first bring to your attention, a newly discovered matter that is far more egregious and disconcerting; and one which jeopardizes the integrity and credibility of the APA Negotiating Committee (“NC”), and threatens the ongoing Section 6 negotiations. **Three weeks ago, I discovered what amounts to a constitutional crisis within the APA NC, which if left unchecked will have a material adverse impact on the association and its ability to negotiate an ILC, and worse if this information becomes public it will likely result in a debilitating crisis in confidence amongst the membership at large; and worse embolden the Company to take advantage of the compromised state of APA’s negotiating team.** Indeed, this crisis has been precipitated by the unethical and unlawful conduct of, APA’s Director of Pilot Negotiations and Contract Administration, Mark Myers, Esq., who is willfully disregarding APA past-practice, BOD policy decisions, BOD directives/tasking Orders, and deliberately withholding material information of such, allowing the entire NC to also be in standing violation thereof, to the detriment of all LTD/MDD pilots; which is on the heels of recent combined with his past-practice of unlawful conduct subverting the rights of LTD/MDD pilots, by secretly placing DFW Domicile Collective MDD Reinstatement Grievance 12-012 in perpetual abeyance without knowledge or authority of the BOD, and participating in APA Legal’s recent unlawful attempt to improperly dispose of it in the recent *Twitchell* settlement.

APA Director Of Pilot Negotiations Has And Continues to Engage in Unethical and Unlawful Conduct to Detriment of LTD/MDD Pilots, Membership, And Association As a Whole

I know you may find my allegations shocking, but sadly they are all but too true. Let me first provide some background before laying out the facts of Mr. Myers present and ongoing unlawful conduct. As an initial matter, as an LTD/MDD pilot I can say with certainty and authority, that APA made a huge mistake in promoting and entrusting Mr. Myers to such an important position, arguably THE most important position within APA, save the President himself particularly during Section 6. Indeed, Mr. Myers has been the arch-nemesis of myself and all other LTD/MDD pilots and has behaved more like a Company HR antagonist, scab or strike breaker, than a faithful union agent/representative. He has a continues to undermine and subvert the rights of our least advantaged members, creating dangerous precedent and part practice that harms the careers of ALL 15,000 APA members. Mr. Myers, and his cohorts, failed and former APA General Counsel, James & Hoffman and failed and former in-house Director of Legal, Bennett Bogges, and have a long-checkered history of abandoning and subverting the rights of APA’s least advantaged members. Starting in 2008, with respect to one the few remaining APA bad actors, Mr. Myers, he was purportedly hired by APA to assist with the then disability jihad and LTD benefits termination of some 84 LTD pilots through AA Medical’s

“Nurse Case Management Pilot Disability Cost Savings Reports”; which was used to target the most costly pilot claimants for benefits termination, and was facilitated by fraudulent 3rd party “independent” pilot disability claims reviewer Western Medical Evaluators (“WME”). Initially, Mr. Myers coordinated with national ERISA litigator Daniel Feinberg, and led myself and the other similarly situated LTD pilots to believe that APA would be enforcing their rights and litigating their benefits termination claims.

Mr. Meyers Has a History Of Engaging In Pattern And Practice Of Unethical And Unlawful Conduct, Particularly to the Detriment of LTD/MDD Members

However, instead Mr. Myers proceeded to fail and subvert the claims of APA’s LTD/MDD members every step of the way, and more specifically; 1) he failed to disclose the existence of the *“Pilot Disability Nurse Case Management Cost Savings”* scheme⁵ 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 Board⁶ and its principals were charges 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”) Proceedings and aided in the improper effort to

⁵ 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).

⁶ 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.

deprive them of two silos (or approx. \$80k-\$100k/LTD/MDD pilot)⁷, whereby he falsely testified/argued that DFW G12-012 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 lock-put 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 assurances of other NO/BODs and official longstanding APA policy to date.

Understandably, myself and other LTD/MDD pilots are extremely skeptical of Mr. Meyers and his consistent failures to enforce to individual and collective rights of our LTD/MDD members, and with good reason; with 240 of us having suffered loss of our LTD Benefits, rightful full share Equity Distribution, and Careers, all at the hands of Mr. Myers willful representational failures and standing violations of APA policy and law. Here, Mr. Myers past unethical and unlawful conduct, has certainly proven to be good predictor of the future, as his unethical and unlawful conduct has continued unabated to date, and now tainted the NC and the Section 6 process.

I will now outline the current facts of Mr. Myers ongoing present-day violations, which should not only give pause to every LTD/MDD pilot, but the membership as a whole, and especially the NO/BOD. However, before detailing Mr. Myers latest malfeasance, which has and will continue to have a material adverse on our NC committee and ongoing Section 6 negotiations, I must first layout some basic principles of regarding the governance of APA, its

⁷ 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.

objectives, contractual and statutory obligations to its pilot members, and its prior policy positions with respect to LTD/MDD pilots.

The APA C&B Is The Supreme Law of The Union And Is A Binding Contract Between APA and Its Members; The BOD Is the Supreme Policy Making Body; And APA's Prime Objectives Are to Protect and Enforce Individual And Collective Rights Of The Members, Timely Prosecution Of Grievances And to Maintain Uniform Principles Of Seniority And Perpetuation Thereof; And APA's Officers, Staff and Agents Are Obligated To Act Consistent And In Furtherance Of The C&B's Objectives

By way of background, the language of the APA C&B is plain and unambiguous, and states in relevant part;

"This Constitution and Bylaws shall be the supreme law of APA...";

And,

"As set forth in, and only insofar as consistent with, this Constitution and Bylaws, the National Officers direct the day-to-day affairs of APA subject to review and direction by the Board of Directors, which has the authority to alter, amend and add to this Constitution and Bylaws. As such, the Board of Directors has the legal authority of a constitutional convention as a result of the authority set forth in Article XIII." (APA C&B Art. I., Sec. 4.A);

And,

"The governmental powers of the APA shall be vested in the Board of Directors and the National Officers in accordance with the laws provided herein." (APA C&B, Art. I, Sec. 4.B);

Indeed,

"The [APA] Board of Directors is the supreme policy making authority within APA..." (APA C&B, Art. V. Sec. 1).

Most importantly, the prime objectives of APA's Supreme Law, its C&B, include;

"To protect the individual and collective rights of the members of the APA and to promote their professional interests, including timely prosecution of individual and collective grievances...";

"and to settle promptly disputes and grievances which may arise between such members and their employer...";

"and to maintain uniform principles of seniority and the perpetuation thereof."
(APA C&B Art. II.B., C. D.).

Finally, APA, its officers, staff, and agents are obligated;

“To do any and all other acts consistent with and in furtherance of the objectives and purposes set forth in this Constitution and Bylaws...”

(APA C&B Art. II. N.)

To be certain, APA’s general counsel has APA asserted in federal court pleadings that the APA C&B is the “*supreme law of the union*”, and “*constitutes a binding contract*”, that is “*unequivocally binding upon all members.*” See. *Meadows v. APA* (UDC, Case 2:14-cv-00115-EJF, Doc 6, Filed 07/01/14, Page 9,15 of 30). Conversely, APA’s Supreme Law, **the APA C&B, IS INDEED A BINDING CONTRACT upon ALL of APA’s officers, staff and agents, and particularly upon Mr. Meyers as Director of Pilot Negotiations.** Further, any breaches thereof, amounts to unlawful conduct in violation of APA’s supreme law and BOD Policy, directives and taskings. Here, Mr. Myers while in his extremely important position as Director of Pilot Negotiations, has engaged in serial violations of APA’s BOD Policy Positions, directives and tasking orders, and in turn the supreme law of the union, as specifically detailed below. With respect to its’ LTD/MDD pilot members, APA and its BOD has taken the following formal policy positions.

APA’s Past Institutional Policy Decisions Protests The Company’s Systemic Contractual Violations Of the Rights Of APA’s MDD Members And Supports Their Reinstatement To Their Original Relative Position On the Pilots’ Seniority List, Yet Mr. Myers Continues To Flagrantly Disregard Institutional Policy, Practice, Resolutions, BOD Taskings/Directives

First, immediately before and during AMR’s bankruptcy, at least six APA BODs have filed three collective domicile (“class”) grievances which all generally protested the Company’s disparate treatment of MDD pilots in violation of the CBA and past practice, explicitly stating that they were;

“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, 5/14/2012).

Recent discovery in various litigations filed by several MDD pilots against APA has revealed the following troubling information. 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 Charlson⁸; and did so without notifying any other affected MDD grievants.

Next, as referenced above, on 5/14/2012 APA filed **DFW Domicile Collective G-12-012**, and its maker 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

⁸ 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.

to the CBA, 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.* (amrinfo.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 secretly did so without the authority or knowledge of the BOD, nor notice to the 240 affected MDD grievants. Next, 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 BOD has adopted two resolutions, which plainly show APA official policy to support **“Reinstatement of Pilot's Seniority Number for Those on MDSB [LTD/MDD] Greater Than Five Years”**. Specifically, on 11/04/2006 it adopted **R2006-61Rev.1**, and again after the bankruptcy/merger, on 3/20/2014, it 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.

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 officially admitted among other things that; 1) American Airlines had **“subjectively reinterpreted”**, (i.e.; violated) the CBA to remove pilots on LTD > 5 years, 2) the seniority merger create **“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 tasking order which explicitly directed;

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

among other things 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].

Mr. Myers Unethical and Unlawful Conduct Continues Unabated In His Role As APA Director Of Pilot Negotiations; In Willful Violation of the Supreme Law Of the Union He Flagrantly Disregarded And Deliberately Withheld From The NC Information Relating To R2016-30 And Its Associated Tasking; And Willfully Violated APA’s Supreme Law, BOD Policy, Directives, And Tasking Orders In So Doing; Worse He Allowed The Entire Negotiating Committee To Remain In Violation Thereof

Indeed, APA’s “December 15, 2016, Official Minutes of the Fall Continuing Board of Directors Meeting” show that APA’s counsel was present in the BOD Room on 12/13/2016, when R2016-30Rev.1 was adopted by a vote of 19-3. And at all relevant times since December 2016, Mr. Myers, as senior APA Staff Attorney and more recently in his current role as Director Of Pilot Negotiations, was fully aware of the R2016-30 and the NC tasking order derived thereunder. He had a Fiduciary Duty and obligation to the BOD, Association and its members to protect and enforce the individual collective rights of APA’s members in furtherance of the objectives and purposes of the C&B according to the Policy of the BOD. Yet, willfully he never conveyed that information to Chairman or members of the current NC, and in so doing acted inconsistent with said objectives and purposes of the C&B and BOD directives/taskings, so the severe detriment of APA’s LTD/MDD pilots and membership as a whole.⁹

Over three weeks ago, I contacted members of the NC to inquire about their positions and progress with respect to LTD issues, and specifically with respect to MDD reinstatement. I was shocked to learn that the MDD reinstatement issues were never raised must less attempted to be resolved by the NC, and that they were completely unaware of R2016-30 or its explicit BOD directives and tasking. When I subsequently spoke to the NC Chair, CA John Karam, he too reaffirmed what the other members had said, and worse said he didn’t “view MDD reinstatement as a priority, but more of an issue that might be cleaned up in Section 6.” I told he him as an MDD holding a current FAA First Class Medical, who had been improperly withheld from service for 14 months that I strongly disagreed, and informed him that not only did I think and the 240 other abandoned LTD/MDD members think it was a priority, but that the APA BOD also did, and said as much in R2016-30 and its associated tasking. I was gob smacked to hear of his callous disregard for the plight of our MDD brother and sisters, and worse that he had no knowledge whatsoever of R-2016-30, and his admission that the Director of Pilot Negotiations had never made mention of it or its associated BOD tasking. I asked that he immediately investigate and take corrective action, before I elevated this matter to the NO/BOD.

The following week, I learned that CA Karam NEVER convened the NC, much less discussed this extremely important issue with any NC members. Worse, I was shocked to learn

⁹ To be certain this issue effects each and every one of APA’s 15,000 members, for the Oct 2016 LOA, only modified Supp-F, but never modified the CBA language in Sec. 11.D; which as the BOD admitted in R2016-30 was “subjectively reinterpreted” to terminate MDD pilots. In fact, that unaltered language has created a doughnut hole, which exposes all each and every APA member (all 15,000), who subsequently becomes disabled for > 5 years, and then have their LTD benefits terminated and end up in an unpaid sick status, then the Company can terminate and remove them from the list via Sec. 11.D, just as Meadows and the 240 other MDD improperly were.

that another APA Committeeman overheard CA Karam discussing this matter with Mr. Myers inside APA Headquarters, in what appeared to be an attempt to conceal and cover-up his flagrant representation failure. When that member approached them, they immediately dispersed.

Notwithstanding Mr. Myers history of unethical and unlawful conduct, these recent revelations lone should rattle APA's leadership to the core. We have an APA staff employee at the helm at one of the most important union positions, maybe only second to President, during the most crucial Section 6 negotiation pf our career; who has history of malfeasance, and is now flagrantly subverting the individual and collective rights of APA's least advantaged members, its LTD/MDD pilots, by willfully disregarding the BOD policy and taskings, in what amounts to multiple egregious violations of APA's supreme law and code of conduct. This conduct would be outrageous for any APA's officers, staff, or agents; and particularly so for Mr. Meyers who is a licensed officer the court and an officer in the U.S. Navy Jag Corps. If he engaged in this sort of conduct in the U.S. Navy, then he would certainly be subject prosecution under the Uniform Code Of Military Justice (UCMJ).

Based on all the foregoing, it is undisputable that Mr. Myers has flagrantly violated the supreme law of the union, the APA C&B, on several grounds, and particularly his Fiduciary Responsibility derived thereunder. Not to mention numerous associated violations of state and federal statutory law, harming and APA's 240 LTD/MDD brothers and sisters and the Association as a whole. Worse, in his all-important role as Director of Pilot Negotiations, he has irreparably tainted the Section 6 team/process. The membership deserves better.

The APA President Has a Fiduciary Responsibility To Conduct All Affairs Of The Association In A Forthright And Honest Manner And To Enforce The APA C&B; And Has Executive Authority To Remove and Terminate Employees Of APA; Accordingly, And He Must Immediately Terminate Mr. Myers

As an longtime APA member since 1991, and as an adversely affected MDD pilot, I was going to respectfully ask by operation of this letter that you immediately terminate Mr. Myers, not only from his position as Director of Pilot Negotiations, but from his staff job at APA, for the good of the association as a whole. Indeed, such a proven Malfeasant has NO place in an association of 15,000 professional pilots, many of whom are former military veterans that adhere to the highest moral and ethical codes of conduct. However, as I compose this letter, it has become clear that you, as APA President, have an affirmative duty obligation and fiduciary responsibility to immediately terminate Mr. Myers before it's too late - the future of Section 6 and the Association itself is at stake. Thus, now that you as APA President are on formal notice, and that there is clear and convincing facts of his malfeasance, you have an absolute fiduciary responsibility to immediately mitigate any further harm to the association, and terminate Mr. Myers to enforce the supreme law this union, in accordance with APA C&B.

To the extent, you may be concerned that some on the BOD might say Mr. Myers is immunized by the recent, but ill-conceived R2019-13-Rev.1, "Consistency of Negotiating Department Staff and Agents", (Enclosed Herewith) Mr. Myers' sort wide-ranging unethical and unlawful conduct should not only give the NO/BOD pause, but immediately render those protections null and void, just as the common laws crime-fraud exception renders attorney-client

privilege void. For here Mr. Myers, is not only violated the supreme law of APA, but also violated various state torts, and federal statutes.

Regardless, the APA C&B grants you as the APA President, **Executive Authority** to unilaterally take any particular action which is automatically presumed valid, unless of course such action was taken without proper notice to BOD or affected s, or otherwise be deemed unlawful, specifically the APA C&B provides;

“the President’s actions shall be presumed valid unless the Board of Directors elects to review and disapprove a particular action taken by the President.” (APA C&B Art. IV. Sec. 8.A.);

That Executive Authority, is further reiterated under the Board of Directors Authority, which reaffirms the above stating;

“The Board of Directors is the supreme policy making authority within APA, and it has the authority to review and disapprove actions taken by the National Officers; however, absent a specific vote disapproving an action taken by a National Officer, the action shall be presumed valid. (09/15/2010)” (APA C&B Art. V. Sec. 1).

Moreover;

“The President shall appoint and remove, employ and discharge, and fix the compensation of all employees and agents of the APA other than its officers.”, (APA C&B Art. IV, Sec. 8.A.1)

And;

“The President shall enforce the APA Constitution and Bylaws, and he may issue, as necessary, written interpretations of the Constitutional and Bylaws.” (*Id.* Sec. 8.A.3).

Moreover, in this instance the APA President has a;

“Fiduciary Responsibility... “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.” (APA C&B Art. X)

In Order To, “Promote the best interest of the Association and the Membership” (APA C&B Art. X.C.), The APA BOD Has a Fiduciary Responsibility To Demand The Termination of Mr. Myers, And/or Support Any Executive Decision To Do So

No matter, any BOD who dares vote the to invalidate the presumed to be valid the action of APA President’s termination order of Mr. Myers for his rampant and plain malfeasance, could find themselves complicit as a doe in his systemic long-running scheme to interfere with, defraud and convert APA’s LTD/MDD members’ money (Full share Equity Distribution payout, back-pay and benefits, forward pay and benefits) and property rights (their relative seniority number

and job); and certain statutes will provide for treble damages, and APA's Directors Liability Insurance likely won't indemnify those who are complicit and acting in an unlawful manner.

Concerningly, I've been told the BOD intends to hold special meeting next month regarding, **R2016-30 Rev.1, "Supplement F and Section 11.D.1. - Negotiating Committee Tasking"**. However, the BOD, must proceed with extreme caution, and be cognizant of the fact that ANY attempt to suddenly change course (as APA has done in the past with respect to LTD membership status) in an effort to weaken, diminish, or withdraw R2016-30 or Collective MDD Grievance 12-012, and the implicit and explicit promises contained therein will be deemed a betrayal of prior institutional promises made on behalf of the 240 LTD/MDD members. These least advantaged members have reasonable expectations, based on prior BOD policy positions, resolutions, directives/taskings that the NC will diligently seek restoration of their seniority and enable resumption of their careers.

Such subversive efforts would constitute an abrupt reversal of BOD policy and amount to an institutional assault by APA to not only fail to "protect and enforce", but to deliberately abandon the individual and collective rights of some 240 LTD/MDD pilot members, which will itself would be an institutional violation of; 1) The supreme law of the union and its prime objective/obligations under the APA C&B, Art. II B., D. and N., 2) APA's Duty of Fair Representation under Railway Labor Act ("RLA"), 45 U.S.C. § 151 *et. seq.*, and 3) the doctrine of the "Rays of Hope". Indeed, the BOD must take note, that by originally proffering DFW Domicile Collective Grievance 12-012 (which remains open and pending), along with adopting R2016-30 that the APA as an institution has already institutionally given "**Rays of Hope**", (See. *Bensel v. APA* (387 F.3d 298, 3rd Cir. 2004)), upon which LTD/MDD Pilots 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 BOD in Collective Domicile MDD Reinstatement Grievances 11-05, 12-012, and 12-105, and Resolution R2016-30-Rev.1).

Furthermore, the BOD 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 the recent *Twitchell* settlement Mr. Myers and 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 grievants Fortunately, APA was caught in the act and that attempt 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 review for APA counsels suspected misrepresentations to that tribunal. FO Preitz's Letter Motion is a must read for the entire NO/BOD. (Enclosed Herewith).

TIME IS OF THE ESSENCE:

To be certain, Mr. Myers' malfeasance has placed APA into a constitutional crisis which has jeopardized the integrity and credibility of the APA Negotiating Committee, during one of the most crucial Section 6 negotiations of our careers.

If this matter is not aggressively addressed, then make no mistake, it will have a material adverse impact on the association and its ability to successfully negotiate an ILC (if at all); and worse yet, if this information becomes public it will likely result in a debilitating crisis of confidence amongst the membership at large, and embolden the Company to take advantage of the compromised state of APA's negotiating team.

Captain Ferguson, I remain hopefully that you can put APA back on the right track, for the fate of the rights and careers of all 15,000 APA members, and in particular those of the 240 LTD/MDD pilots are in now in your hands. Its time... for APA to do the right thing. Out of my utmost respect and as a professional courtesy, I will give the opportunity to take immediate action and resolve this matter internally, before pursuing other remedies which will invariably make this matter very public, which I hope to avoid. Otherwise, this association, its membership, and Section 6 are doomed to failure. Respectfully submitted.

Fraternally,

A handwritten signature in black ink that reads "L. M. Meadows" with a long horizontal flourish extending to the right.

Lawrence M. Meadows
MIA/FO/777/LTD/MDD

cc: CA Herman O'Rourke, APA VP; Pat Clark, APA Sec-Treasurer;
CA William Read, MIA CH; CA Dave Rintel MIA VCH; CA Ed Sicher Ad hoc Chair

encl: 1. R2016-30; 2. R2019-13; 3. Preitz Court Letter/Motion Re: subversion of G12-012