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5 Attorneys for Plaintiffs AMERICAN AIRLINES  
6 FLOW-THRU PILOTS COALITION,  
GREGORY R. CORDES, DRU MARQUARDT,  
7 DOUG POULTON, STEPHAN ROBSON,  
and PHILIP VALENTE III on behalf of themselves and all  
8 others similarly situated

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11 AMERICAN AIRLINES FLOW-  
12 THRU PILOTS COALITION,  
13 GREGORY R. CORDES, DRU  
MARQUARDT, DOUG POULTON,  
14 STEPHAN ROBSON , and PHILIP  
15 VALENTE III, on behalf of themselves  
and all others similarly situated,

16 Plaintiffs,

17 vs.

18 ALLIED PILOTS ASSOCIATION and  
19 AMERICAN AIRLINES, INC.,  
20

21 Defendants.

) Case No.:

) COMPLAINT FOR DAMAGES AND  
) EQUITABLE RELIEF FOR  
) BREACH OF DUTY OF FAIR  
) REPRESENTATION

) CLASS ACTION

) DEMAND FOR JURY TRIAL

22  
23 **JURISDICTION AND VENUE**

24 1. **JURISDICTION.** This case arises from a breach of the duty of fair  
25 representation in connection with the representation of employees in the airline  
26 industry under the Railway Labor Act, 45 U.S.C. 151 et seq., an Act regulating  
27  
28



1 below. AAFTPC seeks to act in this action as the representative of the Proposed  
2 Class described below.

3 5. Plaintiffs GREGORY R. CORDES, DRU MARQUARDT, DOUG  
4 POULTON, STEPHAN ROBSON, and PHILIP VALENTE III (herein “individual  
5 representative plaintiffs”) are pilots employed by American Airlines who obtained  
6 employment at American Airlines pursuant to the terms of the Flow-Through  
7 Agreement and are represented by APA, covered by the collective bargaining  
8 agreement negotiated by APA with American Airlines and are on the AA pilot  
9 seniority list. The individual representative plaintiffs are members of AAFTPC.  
10 The individual representative plaintiffs seek to act in this action as the  
11 representatives of the Proposed Class described below.

12 6. The Flow-Through Agreement was executed on May 5, 1997 and  
13 expired in May 2008. At the time the Flow-Through Agreement was executed,  
14 and at material times thereafter, American Airlines and American Eagle were  
15 corporations that were majority owned by AMR Corporation (herein “AMR”). On  
16 or about December 9, 2013, AMR merged with US Airways Group, Inc. and the  
17 merged entity became known as American Airlines Group, Inc. (herein “AAG”).  
18 At all times alleged in this Complaint, AMR or AAG controlled labor relations at  
19 American Airlines and American Eagle, including the negotiation of collective  
20 bargaining agreements and other agreements pertaining to the wages, hours and  
21 terms and conditions of employment of pilots employed by American Airlines and  
22 American Eagle.

23 7. Defendant ALLIED PILOTS ASSOCIATION (herein “APA”) is an  
24 unincorporated labor organization and a representative of employees within the  
25 meaning of section 1 Sixth and section 2 of the Railway Labor Act (45 U.S.C. 151  
26 Sixth), as made applicable to carriers by air by sections 201 and 202 of the  
27 Railway Labor Act (45 U.S.C. 181, 182).



1 obtained employment at American Airlines pursuant to the terms of the Flow-  
2 Through Agreement, who are represented by APA and whose terms and conditions  
3 of employment are governed by the collective bargaining agreement between APA  
4 and AA. The entity representative AAFTPC is an organization representing the  
5 interests of commonly-situated pilots who obtained employment at American  
6 Airlines pursuant to the terms of the Flow-Through Agreement, who are  
7 represented by APA and whose terms and conditions of employment are governed  
8 by the collective bargaining agreement between APA and AA. The claims of all  
9 members of the Proposed Class arose from the same events, from the same unitary  
10 course of conduct by APA and AA, and are based on the same legal and remedial  
11 theories.

12 14. The representative plaintiffs will fairly and adequately protect the  
13 interests of the Proposed Class. The individual representative plaintiffs and  
14 AAFTPC have raised funds to support this action, will monitor this action, and will  
15 report to the Proposed Class material events occurring in connection with this  
16 action.

17 15. This action is best maintained as a Class Action because:

18 (a) The prosecution of this case as a class action is superior to  
19 actions by individuals or groups of individuals because the prosecution of separate  
20 actions would create a risk of inconsistent or varying adjudications as to the duty  
21 of APA towards the pilots it represents in collective bargaining with AA.

22 (b) APA and AA have acted in concert on grounds generally  
23 applicable to the Proposed Class. Declaratory or injunctive relief as to the breach  
24 of duty alleged herein would apply to the members of the Proposed Class as a  
25 whole.

26 (c) The common issues as to the breach of duty alleged herein  
27 predominate over questions that affect particular individual members of the  
28 Proposed Class.

1 **ALLEGATIONS COMMON TO ALL CLAIMS**

2 **A. Material Terms In Collective Bargaining**  
3 **Agreements.**

4 16. As material to this case, AA has two forms of seniority: Occupational  
5 seniority (also known as the “occupational date”) and Classification seniority (also  
6 known as the “classification date”). Occupational seniority is used for determining  
7 placement on the Pilot System Seniority list and for bidding purposes.  
8 Classification seniority is used to determine pay level and the timing of  
9 advancement to succeeding pay levels.

10 17. At all times from January 1997 to about January 17, 2018, Section 2.T  
11 of the collective bargaining agreements between APA and AA defined furlough as:

12 “Furlough” means the removal of a pilot from active duty  
13 as a pilot with the Company without prejudice, due to a  
14 reduction in force, or the period of time during which  
15 such pilot is not in the active employ of the Company as  
16 a pilot due to such reduction in force.

17 18. At all times from January 1997 to about January 17, 2018, Section  
18 17.V.4 of the collective bargaining agreements between APA and AA provided:

19 A pilot furloughed by the Company due to a reduction in  
20 force shall continue to accrue seniority during the period  
21 of such furlough. Length of service for pay purposes  
22 shall not accrue during such period of furlough.

23 **B. Background and Material Terms of the Flow-**  
24 **Through Agreement.**

25 19. The Flow-Through Agreement arose from disputes between AA and  
26 APA over the use of commuter jets by the American Eagle carriers owned by  
27 AMR, APA’s unsuccessful effort to become the bargaining representative for  
28 American Eagle Pilots and APA’s desire that all small or regional jet aircraft be  
flown exclusively by AA pilots represented by APA. The Flow-Through  
Agreement provided for employment opportunities at AA for certain American

1 Eagle pilots and provided that AA pilots who were furloughed from jobs at AA  
2 could take positions at American Eagle.

3 20. The Flow-Through Agreement applied to captains flying commuter  
4 jets at American Eagle. The Flow-Through Agreement defined a “commuter jet”  
5 as an aircraft synonymous with the term “regional jet” that is a turbojet aircraft  
6 with at least forty-five passenger seats but not more than seventy seats. The Flow-  
7 Through Agreement defined “CJ Captain” as synonymous with the term “RJ  
8 Captain” as a captain position on a commuter jet aircraft.

9 21. Under the terms of the Flow-Through Agreement, AA was required to  
10 offer qualified CJ Captains positions in new hire classes at the ratio of one for  
11 every two positions in the new hire class. CJ Captains obtained Occupational  
12 seniority numbers on the AA pilot seniority list at the time they were offered a  
13 position in a new hire training class at AA whether or not they were able to attend  
14 such training class. The CJ Captains who obtained such seniority numbers are  
15 among the FTPs in this action. If the pilot could not attend the new hire class  
16 because of a training freeze or other operational reason, the pilot would have first  
17 priority for positions in new hire classes once the training freeze or other  
18 operational reason expired. Paragraph III.A, III.B and III.D of the Flow-Through  
19 Agreement provided, in material part:

20 A. At least one (1) out of every two (2) new hire  
21 positions per new hire class at AA will be offered to CJ  
22 Captains who are line pilots and who have completed  
23 their IOE at AMR Eagle, Inc. Such positions will be  
24 offered to the CJ Captains who are line pilots in order of  
25 their AMR Eagle, Inc. seniority.

26 B. If a CJ Captain is unable to fill a new hire position at  
27 AA in accordance with Paragraph III.A. above, due to a  
28 training freeze or other operational constraint, (see  
Paragraph III.J. below), such CJ Captain will be placed  
on the AA Pilots Seniority List and will count toward the  
number of new hire positions. The pilot’s AA  
occupational seniority date and number will be

1 established as if he were able to fill such new hire  
2 position at AA and had attended the new hire training  
3 class referenced in Paragraph III.A. above.

4 \*\*\*

5 D. If a CJ Captain is placed on the AA Pilots Seniority  
6 List per III.B. above, such CJ Captain will receive  
7 priority based on his AA seniority in filling a new hire  
8 position in the next new hire class, following release  
9 from a training freeze or other AMR Eagle, Inc. imposed  
operational constraint. Such CJ Captains will not count  
toward the number of new hire positions offered to CJ  
Captains at AMR Eagle, Inc., under Paragraph III.A.  
above.

10 22. Under the terms of the Flow-Through Agreement, AA pilots  
11 furloughed from AA could take jobs at American Eagle and displace American  
12 Eagle CJ captains who were still flying at American Eagle before the American  
13 Eagle CJ captain moved to AA. Paragraph IV.A. of the Flow-Through Agreement  
14 provided:

15 A. A pilot furloughed from AA may displace a CJ  
16 Captain at an AMR Eagle, Inc. carrier provided that the  
17 number of CJ Captain positions available to furloughed  
18 AA pilots will be limited to the total number of CJ  
19 Captain positions at AMR Eagle, Inc. less the number of  
Eagle Rights CJ Captains.

20 23. Under the terms of the Flow-Through Agreement, furloughed AA  
21 pilots could not displace an American Eagle pilot who accepted a status as an  
22 “Eagle Rights CJ Captain.” Paragraph IV.D. of the Flow-Through Agreement  
23 provided: “Eagle Rights CJ Captains are not subject to displacement by  
24 furloughed AA pilots, or any pilot who has been awarded an AA seniority number  
25 pursuant to Paragraph III.B. above.”

26 24. Under the Flow-Through Agreement, an “Eagle Rights CJ Captain” is  
27 a CJ Captain at American Eagle who elected to forfeit the opportunity to flow-up  
28 to AA. Paragraph III.F provided:



1 An AMR Eagle, Inc. pilot may, not later than the  
2 completion of IOE for a CJ Captain position or at such  
3 time as the pilot is able to demonstrate hardship, elect to  
4 forfeit the opportunity to secure a position on the AA  
5 Pilots Seniority List as provided by this Supplemental  
6 Agreement. Such pilot will hereinafter be referred to as  
7 an "Eagle Rights CJ Captain," and will not be eligible for  
8 a future new hire position at AA which may otherwise  
9 become available under Paragraph III of this  
10 Supplemental Agreement. The existence of a hardship for  
11 this purpose shall be approved by the ALPA AMR Eagle  
12 MEC Chairman and the appropriate management  
13 official(s).

14 25. The Flow-Through Agreement was incorporated into and included as  
15 part of the collective bargaining agreements between APA and AA and between  
16 ALPA and American Eagle. It is known as Supplement W to the APA/AA  
17 agreement and Letter 3 to the ALPA/American Eagle agreement.

18 26. The Flow-Through Agreement provided in Paragraph I.C:

19 This Supplemental Agreement supplements and makes  
20 certain exceptions to the Basic Agreements between the  
21 parties. The provisions of the Basic Agreements will  
22 continue to apply, except as modified herein and, in the  
23 event of a conflict, the provisions herein shall apply.

24 27. At the time the Flow-Through Agreement was negotiated, and at all  
25 times thereafter, the provisions of the collective bargaining agreement between  
26 APA and AA alleged in paragraphs 17 and 18 above were in effect.

27 **C. The Acquisition of TWA by AA.**

28 28. Prior to September 2001 approximately 513 FTPs had obtained AA  
Occupational seniority numbers and were on the AA Pilot System Seniority list.

29 29. Of the FTPs who had obtained AA Occupational seniority numbers,  
approximately 124 pilots had transferred to AA and begun flying as pilots at AA.

30 30. The remaining FTPs who had obtained AA Occupational seniority  
numbers had been held back at American Eagle because of American Eagle's

1 operational needs. These FTPs were prevented from filling positions in new hire  
2 training classes when such positions were first offered and available to them. The  
3 FTPs withheld at American Eagle continued to staff the airline and allow  
4 American Eagle to use the FTPs, who were experienced airline captains, for  
5 operations at American Eagle and to recoup AMR's and American Eagle's  
6 investment in training these pilots. The withholding of FTPs from transfer to AA  
7 was beyond the FTPs' control and was solely for the benefit of AA, AMR and  
8 American Eagle.

9 31. In 2001 AA acquired the assets of TransWorld Airlines (herein  
10 "TWA"). An entity known as TWA-LLC was thereafter established to operate  
11 TWA's routes. TWA-LLC was a wholly-owned subsidiary of AA operating under  
12 its own certification as an airline carrier. Pilots employed by TWA became  
13 employees of TWA-LLC.

14 32. At some point after April 3, 2002, the TWA-LLC pilots were  
15 integrated into the AA Pilot System Seniority list and received AA Occupational  
16 seniority numbers. Approximately 1067 TWA-LLC pilots were integrated into the  
17 AA Pilot System Seniority list interspersed with AA pilots at a ratio of  
18 approximately 1:8. The remaining approximately 1225 TWA-LLC pilots were  
19 placed at the bottom of the AA Pilot System Seniority list (herein referred to as the  
20 "TWA-LLC Staplees").

21 33. At the time the integration of the TWA-LLC pilots into the AA pilot  
22 seniority list, AA was in the process of furloughing AA pilots. Between late 2001  
23 and May 2003, AA placed approximately 1,000 AA pilots on furlough.

24 34. In addition to the AA pilots placed on furlough, the TWA-LLC  
25 Staplees were furloughed from TWA-LLC. Prior to being put on furlough, the  
26 TWA-LLC Staplees did not perform any work for AA.

27  
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1                   **D.    APA’s Pattern and Practice Favoring Other**  
2                   **Pilots Over FTPs, Discriminating Against FTPs,**  
3                   **Refusing To Represent The Interests Of FTPs**  
4                   **and Acting Arbitrarily Towards FTPs.**

5                   **1.    Giving TWA pilots new rights to flow-down and displace**  
6                   **Eagle pilots, including FTPs, from their jobs.**

7                   35.    As part of the AA-TWA merger, APA and AA initially agreed in  
8 November 2001 that the TWA-LLC pilots would not have the ability to flow-down  
9 to American Eagle under the provisions of Paragraph IV of the Flow-Through  
10 Agreement until pilots already on the AA seniority list before September 2001  
11 were recalled from furlough. In particular, they had agreed that TWA pilots  
12 would not be covered by Paragraph IV of the Flow-Through Agreement until pilot  
13 J.K Viele was recalled from furlough.

14                  36.    The provisions alleged in paragraph 35 changed the terms of the  
15 Flow-Through Agreement by including TWA-LLC pilots among the pilots entitled  
16 to flow-down to American Eagle and by including TWA-LLC pilots in such flow-  
17 down rights who (a) had never flown for AA, (b) had never been employed by AA,  
18 (c) were not furloughed from AA and (d) did not qualify as a “pilot furloughed  
19 from AA” under the terms of Paragraph IV.A of the Flow-Through Agreement.  
20 This change in terms was materially adverse to the American Eagle pilots by  
21 increasing the number of pilots who could flow-down and displace American  
22 Eagle pilots. Prior to negotiating and agreeing to the provisions alleged in  
23 paragraph 35, and in particular the extension of flow-down rights right to pilots  
24 flying for TWA-LLC, APA and AA did not consult with or get the agreement of  
25 ALPA as the representative of American Eagle pilots.

26                  37.    Plaintiffs are informed and believe, and thereon allege: The layoffs of  
27 AA pilots between late 2001 and May 2003 (a) made it improbable that pilot J.K.  
28

1 Viele would be recalled at any proximate time to May 2003 and (b) made it  
2 improbable that pilot J.K Viele would be recalled before 2005 or later.

3 38. On May 1, 2003, AA and APA entered into a further agreement to  
4 allow the TWA-LLC pilots to flow down to American Eagle. These revisions are  
5 contained in documents signed by AA and accepted by APA known as Letter OO  
6 and Letter PP.

7 39. The agreement to allow the TWA-LLC pilots to flow-down to  
8 American Eagle adversely affected the interests of FTPs with AA seniority  
9 numbers and other pilots at American Eagle as it (a) allowed TWA-LLC pilots to  
10 displace FTPs and other jet captains at American Eagle from positions as aircraft  
11 captains before pilot J.K. Viele was recalled and (b) treated all TWA-LLC pilots as  
12 if they were furloughed AA pilots regardless whether the TWA-LLC pilot had  
13 been employed by AA or was laid off from a position at AA or at TWA-LLC.  
14 This agreement abrogated the rights of FTPs (a) that limited flow-downs to AA  
15 pilots who were furloughed from active duty at AA due to a reduction in force and  
16 (b) included TWA-LLC pilots under the flow-down provisions (i) before pilot J.K  
17 Viele would be recalled and (ii) where the TWA-LLC pilots were furloughed from  
18 TWA-LLC not AA and did not qualify as furloughed pilots under the definitions of  
19 the AA/APA collective bargaining agreement. This agreement was not submitted  
20 for approval by the pilots at American Eagle or by ALPA, the union representing  
21 the American Eagle pilots.

22 40. After this agreement, at least 174 former TWA-LLC pilots flowed-  
23 down to American Eagle and displaced pilots at American Eagle.

24 41. Because of economic and other conditions, after September 2001, AA  
25 did not conduct new hire training classes until 2007. AA began recalling pilots  
26 from furlough in January 2007. The first new hire training class conducted by AA  
27 following September 2001 occurred on June 6, 2007.

28

1 42. At all times, the number of TWA-LLC pilots with AA pilot seniority  
2 numbers obtained as part of the AA-TWA merger has been more than four times  
3 the number of FTPs with AA pilot seniority numbers obtained under the Flow-  
4 Through Agreement.

5 43. APA and AA have regularly and repeatedly acted against the interests  
6 of the FTPs as to their terms and conditions of employment at AA. APA and AA  
7 have acted to advance the interests of other pilot groups as to the terms and  
8 conditions of employment at AA for these other pilot groups over the interests of  
9 the FTPs, contrary to the interests of the FTPs and without taking account of the  
10 interests of the FTPs.

11 **2. Favoring TWA-LLC Staplees for new positions at AA**  
12 **when hiring re-started in 2007.**

13 44. Because of economic and other conditions, after September 2001, AA  
14 did not conduct new hire training classes until 2007. AA began recalling pilots  
15 from furlough in January 2007. The first new hire training class conducted by AA  
16 following September 2001 occurred on June 6, 2007.

17 45. On May 11, 2007, Arbitrator John B. LaRocco, in Case No. FLO-  
18 0903, ruled that the TWA-LLC Staplees were new-hire pilots and their hiring by  
19 AA involved hiring for “new hire positions” for purposes of the Flow-Through  
20 Agreement and the rights of FTPs to employment at AA for new-hire positions  
21 under Paragraph III of the Flow-Through Agreement. Arbitrator LaRocco’s ruling  
22 was made pursuant to dispute resolution and arbitration provisions in Paragraph VI  
23 of the Flow-Through Agreement. Both AA and APA were parties to this  
24 arbitration.

25 46. As a partial remedy for the violations of the Flow-Through Agreement  
26 by APA and AA found in Case No. FLO-0903, on October 20, 2008, Arbitrator  
27 LaRocco awarded AA Occupational seniority numbers to an additional 154 FTPs  
28 who would have obtained AA seniority numbers had they been called for the new-

1 hire classes that were given to the TWA-LLC Staplees. These 154 additional AA  
2 seniority numbers had an Occupational seniority date of April 30, 2008 and are  
3 among the FTPs with Occupational seniority numbers alleged in Paragraphs 34 and  
4 35 hereof. In awarding these seniority numbers, Arbitrator LaRocco stated:  
5 “Because the contract violation occurred while Letter 3/Supplement W was still in  
6 effect, the 154 AE pilots shall acquire their AA seniority numbers retroactive to  
7 April 30, 2008 so that they are eligible to flow-up to AA as determined by the  
8 *Bloch* decision.”

9 47. On June 30, 2008, Arbitrator Richard I. Bloch, in Case No. FLO-  
10 0107, ruled that the right to flow-up is to be retained by Eagle CJ Captains who,  
11 prior to May 1, 2008, completed IOE and received AA seniority numbers.  
12 Arbitrator Bloch’s ruling was made pursuant to dispute resolution and arbitration  
13 provisions in Paragraph VI of the Flow-Through Agreement. Both AA and APA  
14 were parties to this arbitration.

15 48. The decision by Arbitrator Bloch alleged in Paragraph 47 hereof is the  
16 “*Bloch* decision” referred to by Arbitrator LaRocco in the language quoted in  
17 Paragraph 46 hereof.

18 **3. Protecting The Advantages TWA-LLC Staplees Received**  
19 **Because Of The Violations Of The FTPs Rights Under The**  
20 **Flow-Through Agreement.**

21 49. In connection with remedy proceedings arising from arbitration  
22 decisions finding that FTPs were entitled to attend AA new hire classes beginning  
23 in June 2007 and had been denied such positions, in particular Arbitration No.  
24 FLO-0108 before Arbitrator George Nicolau, AA and APA entered into an  
25 agreement providing that Arbitrator Nicolau would issue a remedy award that was  
26 adverse to the interests of the FTPs who should had been awarded positions ahead  
27 of TWA-LLC Staplees who obtained those positions and deprived FTPs of their  
28 existing priority in hiring for future positions, including the rights established in

1 the decisions of Arbitrator LaRocco and Arbitrator Bloch alleged in Paragraphs 45,  
2 46 and 47 hereof.

3 50. This agreement favored the interests of TWA-LLC Staplees over  
4 FTPs. In particular, APA and AA agreed that (a) only 35 of the 244 FTPs whose  
5 rights had been violated would be given priority for positions at AA, (b) 83 TWA-  
6 LLC Staplees who had been hired in violation of the Flow-Through Agreement but  
7 who had been laid off during the remedy hearings would be allowed to return to  
8 AA ahead of the remaining FTPs, (c) 286 FTPs (out of 527 FTPs) would be  
9 required to execute an irrevocable choice whether to take a position at AA before  
10 any such position was available for them, (d) all future flow-up to AA when new  
11 positions became available would be based solely on AA seniority numbers and (e)  
12 that no pension years-of-service credits would be given FTPs for the time they  
13 were wrongly withheld from positions at AA.

14 51. In making the agreements alleged in Paragraph 50, APA and AA  
15 understood and agreed that these agreements changed the terms of the Flow-  
16 Through Agreement and impaired and abrogated the FTPs rights under the Flow-  
17 Through Agreement, including (a) subordinating and abrogating the FTPs' rights  
18 to jobs they had been denied to the interests of TWA-LLC pilots, (b) changing the  
19 future flow-up from the priorities in hiring provided in the Flow-Through  
20 Agreement in Paragraphs III.A. and III.D and (c) changing and abrogating the  
21 rights of FTPs established in the arbitration decisions alleged in Paragraphs 45, 46  
22 and 47 hereof.

23 52. Section 24.F. of the collective bargaining agreement between APA  
24 and AA in effect at the time of the agreements alleged in Paragraphs 50 and 51  
25 provided: "It is understood and agreed that the rights of any pilot covered by this  
26 Agreement shall not be abrogated in any way by the provisions of any other labor  
27 agreement and no such pilot shall be permitted to accrue rights in abrogation of the  
28 terms of this Agreement."

1           53. The agreements and changes alleged in Paragraphs 50 and 51 were  
2 contrary to the provisions of Section 24.F of the collective bargaining agreement  
3 between APA and AA because these agreements abrogated the rights of FTPs  
4 covered by the APA/AA collective bargaining agreement and permitted the TWA-  
5 LLC Staplees to accrue rights to positions at AA contrary to the terms of the Flow-  
6 Through Agreement that was a part of the APA/AA collective bargaining  
7 agreement as Supplement W.

8           54. Plaintiffs are informed and believe, and thereon allege, that APA, AA,  
9 American Eagle and ALPA:

10           a. Agreed to conceal, and have concealed, the fact that the remedy in  
11 FLO-0108 was in fact a negotiated agreement modifying the terms of the Flow-  
12 Through Agreement and violating the existing contractual and other rights and  
13 career expectations of FTPs.

14           b. Agreed to have the arbitrator issue the agreements alleged in  
15 Paragraphs 50 and 51 as if these agreements were an arbitration decision by a  
16 neutral arbitrator rather than a negotiated agreement in order to obtain favorable  
17 and limited judicial review of the terms of these agreements, to avoid claims that  
18 APA or ALPA had breached their duty of fair representation and that AA and  
19 American Eagle had colluded with or APA and ALPA in such breaches of duty.

20           55. On April 9, 2010, Arbitrator Nicolau issued a remedy award in Case  
21 No. FLO-0108 that incorporated the terms the parties had agreed upon as alleged  
22 in Paragraphs 50 and 51.

23           56. In issuing the remedy award alleged in Paragraph 55, Arbitrator  
24 Nicolau stated: “the Award that follows is my Award; it does not represent the  
25 ‘agreement’ of any of the four parties.”

26           57. The statement by Arbitrator Nicolau alleged in Paragraph 56 was false  
27 and was known to be false by Arbitrator Nicolau when he made it and was known  
28 to be false by APA and AA when it was made.



1           58. The statement by Arbitrator Nicolau alleged in Paragraph 56 was  
2 intended by Arbitrator Nicolau, APA and AA to be misleading and to allow APA,  
3 ALPA and AA to benefit from the limited judicial review applicable to arbitration  
4 awards under the RLA, and avoid claims that APA or ALPA breached their duty of  
5 fair representation, or APA, ALPA and APA colluded with other parties in such  
6 breaches, and to avoid claims that APA, ALPA and AA breached the Flow-  
7 Through Agreement or collective bargaining agreements, or colluded with other  
8 parties in such breaches.

9           59. Plaintiffs are informed and believe, and thereon allege, that APA and  
10 ALPA agreed to the terms alleged in Paragraphs 50 and 51, and to the concealment  
11 of such agreements as alleged herein, for reasons including: (a) ALPA obtained  
12 new benefits for other pilots at American Eagle, at the expense of the interests and  
13 rights of the FTPs, that would allow these other pilots a new right to jobs at AA  
14 that they no longer had because of the expiration of the Flow-Through Agreement  
15 and (b) APA ensured that the TWA-LLC Staplees would be given new positions at  
16 AA ahead of FTPs on the AA seniority list that the TWA-LLC Staplees would not  
17 have obtained if AA complied with the provisions of Section III of the Flow-  
18 Through Agreement and the rights of FTPs established by the arbitration decisions  
19 alleged in Paragraphs 45, 46 and 47.

20           60. Plaintiffs are informed and believe, and thereon allege, that AA and  
21 American Eagle agreed to the terms alleged in Paragraphs 50 and 51, and to the  
22 concealment of such agreements as alleged herein, for reasons including: (a) AA  
23 avoided a full make-whole remedy for FTPs whose rights under the Flow-Through  
24 Agreement had been violated, in particular avoiding compensating FTPs for the  
25 pension years-of-service credits that the FTPs would have accrued had they not  
26 been wrongfully withheld from positions at AA and (b) American Eagle and AMR  
27 kept FTPs flying at American Eagle and avoided or delayed the costs and expenses  
28

1 incurred in training and other costs that result when senior pilots like the FTPs  
2 move to AA.

3 61. But for the actions of APA favoring the TWA-LLC Staplees, FTPs  
4 would have received positions at AA ahead of the majority of TWA-LLC Staplees.  
5 Plaintiffs are informed and believe, and thereon allege that, but for APA's and  
6 AA's actions in having TWA-LLC Staplees hired before FTPs starting in 2007 and  
7 in negotiating the terms alleged in Paragraphs 50 and 51, (a) all FTPs with AA  
8 seniority numbers ahead of the least senior TWA-LLC Staplee would have been  
9 working at AA before the end of 2009 and (b) the remaining FTPs with  
10 occupational seniority date of April 30, 2008, would have been working at AA on  
11 or before the end of 2010.

12 **4. Favoring The TWA pilots In The Equity Distribution**  
13 **Process And Adopting Rules Targeting And Disfavoring**  
14 **FTP.**

15 62. Because of modifications to the collective bargaining agreement made  
16 as a result of a bankruptcy filing by AA, APA and AA agreed that APA would  
17 receive, for distribution to pilots, a part of the equity AA distributed to unsecured  
18 creditors after reorganization in bankruptcy. Thereafter, APA received such an  
19 equity distribution from AA.

20 63. To distribute the equity received by APA alleged in paragraph 62,  
21 APA formed an Equity Distribution Committee ("EDC").

22 64. In formulating a plan for equity distribution, the EDC set  
23 qualifications and a methodology that (a) excluded FTPs with American seniority  
24 numbers who had not yet flowed-up to AA from certain parts of the equity  
25 distribution benefits even if they eventually flowed-up to AA before the cut-off  
26 date; and (b) excluded FTPs still at American Eagle from all benefits if they did  
27 not flow-up before August 1, 2013.

28

1           65. The August 1, 2013 cut-off date was chosen by APA or the EDC.  
2 Plaintiffs are informed and believe, and thereon allege, that this date was adopted  
3 because APA or the EDC anticipated that all TWA-LLC pilots would meet this  
4 deadline, while the remaining FTPs at American Eagle would not meet this  
5 deadline and thereby be excluded from any equity distributions.

6           66. The EDC adjusted benefits for TWA-LLC pilots and created a special  
7 model for them to increase the TWA-LLC pilots' payout purportedly based on the  
8 circumstances under which the TWA-LLC pilots came to American and under  
9 principles of general fairness. APA did not make similar efforts to account for the  
10 particular circumstances of FTPs or to make adjustments based on fairness for the  
11 FTPs. The EDC credited TWA-LLC pilots with years of service for pension  
12 accrual before the TWA-LLC pilots began flying for American, but credited FTPs  
13 with years of service credit only from the point the FTPs began flying for  
14 American and notwithstanding the fact that the delay in FTPs moving to American  
15 was caused by APA's favoritism of TWA-LLC pilots and violations of the Flow-  
16 Through Agreement.

17                   **5. Excluding FTPs From Length Of Service Credits Under**  
18                   **Letter G.**

19           67. In connection with the collective bargaining agreement ratified on  
20 January 30, 2015, APA agreed with AA to give two additional years of Length of  
21 Service (LOS) credit for pilots on furlough because of lack of work at AA after  
22 September 11, 2001. This agreement was contained in a document known as  
23 Letter G.

24           68. APA and AA have applied Letter G to give the TWA-LLC Staplees  
25 two additional years of LOS credit, notwithstanding that the TWA-LLC Staplees  
26 do not and did not meet the definition of furloughed pilots under the APA/AA  
27 collective bargaining agreement. APA and AA have denied Letter G LOS credit  
28

1 for FTPs who had been unable to work at AA during the post-September 2001  
2 period.

3 69. At the time of the negotiations for Letter G, APA was aware that the  
4 TWA-LLC Staplees would not qualify for this benefit as they were not furloughed  
5 from AA, but agreed with AA to give the TWA-LLC Staplees the LOS benefit  
6 anyway.

7 70. At the time of the negotiations for the two-year LOS credit, APA was  
8 aware of the desire of the FTPs for this benefit and decided not to seek to negotiate  
9 this benefit for FTPs.

10 71. At various times, plaintiffs and the AAFTPC requested that APA take  
11 action to seek to rectify or remedy the disparities in pay, LOS credit and other  
12 employment conditions at AA affecting the FTPs. From May 2013 through  
13 December 2014, plaintiffs and other FTPs sent at least four letters to the APA's  
14 Board of Directors asking for the APA to remedy the pay and benefit disparities  
15 adversely impacting the FTPs at AA, including negotiating for LOS credit for the  
16 FTPs as APA had negotiated for other pilots coming to AA. APA did not respond  
17 to these letters or provide plaintiffs any explanation or justification for the  
18 disparities in pay and benefits suffered by the FTPs.

19 **6. Acting Adversely To The Interests Of FTPs In Seniority**  
20 **Integration And Undermining Interests Of FTPs In The**  
21 **Seniority Integration Process.**

22 72. In about 2013, AA purchased the assets of US Airways. In  
23 connection with that purchase, APA and pilot groups from US Airways invoked  
24 procedures for a new AA pilot seniority list, referred to as an integrated seniority  
25 list or "ISL". The process of developing a new integrated seniority list is known as  
26 "seniority list integration" or "SLI." The ISL governs hiring, furlough, pay,  
27 benefits and employment opportunities at AA.  
28

1           73. APA asserted that it would representing the interests of the FTPs in  
2 connection with the SLI process and related arbitration and refused to permit the  
3 FTPs to participate in the arbitration as an interested party.

4           74. Under longstanding practice in seniority list integration arbitrations in  
5 the airline industry, longevity of employment is a significant factor for purposes of  
6 integrating seniority for the pilots of the merging airlines. The ISL uses a  
7 longevity factor for placement and integration on the ISL.

8           75. In connection with the SLI process: (a) APA has entered into a  
9 stipulation that service at regional affiliated airlines (including American Eagle)  
10 would not be counted for purposes of longevity in integrating seniority and (b) this  
11 stipulation harmed the FTPs disproportionately to any other group of pilots on the  
12 proposed integrated seniority list, including by benefitting TWA-LLC Staplees  
13 who were hired in 2007 in new hire classes instead of the FTPs.

14           76. Plaintiffs requested a copy of the foregoing stipulation referred to in  
15 Paragraph 75, but APA refused to provide a copy to plaintiffs.

16           77. On or about June 19, 2015, APA submitted a proposed integrated  
17 seniority list that harmed the FTPs by moving their seniority positions lower (that  
18 is, less senior) on the integrated seniority list by:

- 19           (a) Putting FTPs in the same tier with the US Airways pilots with  
20 the lowest seniority at US Airways by placing all pilots hired  
21 post-2007 at the bottom of the integrated seniority list.
- 22           (b) Putting a group of approximately 755 US Airways pilots ahead  
23 of approximately 124 of the FTPs who are the least-senior FTPs  
24 on the integrated seniority list. APA's proposal put the TWA-  
25 LLC Staplees ahead of these 755 US Airways pilots on the  
26 integrated seniority list. These 124 FTPs consist of the 154  
27 FTPs remaining in active flying who were awarded AA  
28 seniority numbers because of APA's and AA's agreement to

1 hire TWC-LLC Staplees for new hire classes ahead of the  
2 FTPs.

3 (c) Putting an additional four (4) to five (5) US Airways pilots  
4 between each of the remaining FTPs on the proposed seniority  
5 list.

6 78. No other AA pilots, including TWA-LLC pilots, were adversely  
7 affected by the insertions of US Airways pilots alleged in paragraph 77 or the  
8 methodology used by APA in developing its proposed integrated seniority list.  
9 The use of a post-2007 date, as alleged in Paragraph 77(a), adversely affects FTPs  
10 only and, in particular, adversely affects the FTPs who were awarded seniority  
11 numbers because of the violations of the Flow-Through Agreement.

12 79. APA has assert that the post-2007 date used as alleged in paragraph  
13 77(a) is based on the date new pilots were hired by US Airways after the date the  
14 merger of US Airways and America West Airlines was announced in 2005. This  
15 was a date new pilots hired by US Airways would have known that their placement  
16 on a US Airways seniority list would be affected by the US Airways and America  
17 West Airlines merger. This date is generally referred to as the “Constructive  
18 Notice Date” and pilots hired after that date are known as “Constructive Notice  
19 Pilots.”

20 80. The explanation given by APA as alleged in paragraph 79 is arbitrary  
21 and unreasonable, and a pretext for discrimination against FTPs. In particular:

22 (a) The Constructive Notice Date for the US Airways / America  
23 West Airlines merger was May 19, 2005. The Constructive  
24 Notice Date for the AA/US Airways merger was December 9,  
25 2013.

26 (b) The Constructive Notice Date for the US Airways and America  
27 West Airlines merger has no relationship to the AA/US  
28

1 Airways merger, seniority issues for AA pilots or the  
2 Constructive Notice Date for the AA/US Airways merger.

3 (c) The Post-2007 date has no relationship to any Constructive  
4 Notice Date or any group of Constructive Notice Pilots. The  
5 Post-2007 date only has the effect of harming the seniority  
6 position of FTPs and protecting the seniority position of other  
7 AA pilots, in particular the TWA-LLC Staplees.

8 81. On June 25, 2015, Plaintiffs asked APA to explain its positions and  
9 the reasons for its positions alleged in Paragraphs 75 and 77. In response, APA  
10 stated that it had withdrawn its positions. APA explained, however, that it had not  
11 credited longevity at American Eagle because only mainline longevity has been  
12 credited in previous arbitrations.

13 82. The explanation provided by APA that only mainline service should  
14 be credited was arbitrary and unreasonable as: (a) it did not take into account the  
15 relationship between AA and American Eagle and AMR's control over both  
16 airlines' labor policies, (b) it did not take into account the terms of the Flow-  
17 Through Agreement and the FTPs career expectations arising from the Flow-  
18 Through Agreement and (c) it relied on prior arbitrations that were conducted  
19 under pre-existing union merger policies that had expressly defined what service  
20 could be credited in a way that excluded the service at the regional airlines  
21 involved in those merger situations, whereas the SLI involving AA and USAir was  
22 not conducted pursuant to such pre-existing merger policies or any similar merger  
23 policies.

24 83. On or about September 2015, APA and the other participants in the  
25 SLI process submitted revised statements of position as to how the seniority list  
26 should be constructed. The other participants urged that longevity should be a  
27 factor in the resulting seniority list; APA took the position that longevity should  
28 not be a factor.

1           84. On October 9, 2015, Plaintiffs requested additional information on  
2 APA's position. In particular, Plaintiffs requested that APA explain the reasons  
3 for its change of position. In addition, Plaintiffs request APA to explain how it  
4 intended to address the longevity arguments made by the other participants and  
5 whether APA agreed that service at regional carriers should be excluded. Plaintiffs  
6 further noted the evidence that would support including service at American Eagle  
7 as longevity for purposes of an integrated seniority list and the concern that APA  
8 was listing no witnesses that could address this factual issue. Plaintiffs again  
9 requested a copy of the stipulation on longevity. Plaintiffs further asked if APA  
10 would be presenting evidence to support the FTPs contention that any longevity  
11 that might be used should include service at American Eagle and, if not, what is  
12 APA's explanation for not presenting such evidence.

13           85. APA did not respond to Plaintiffs' letter of October 9, 2015. Plaintiffs  
14 sent a letter to APA on December 21, 2015 asking for a response to the matters  
15 stated in the October 9, 2015 letter. On January 7, 2016, APA responded stating  
16 that, because Plaintiffs had brought legal actions against APA, it would not  
17 respond to the matters raised in the October 9 or December 21 letters and would  
18 not provide the information requested.

19           86. The SLI hearings terminated on January 15, 2016. APA presented no  
20 evidence to support using longevity for service at American Eagle in any longevity  
21 metric used of the ISL. Instead, in its post-hearing brief, APA told that arbitrators  
22 that only mainline longevity should be used.

23           87. Thereafter, the arbitrators issues an ISL that included longevity as a  
24 metric but excluded time at American Eagle from longevity.

25           **E. APA Negotiates New LOS Credits For All**  
26           **Pilots, Except FTPs.**

27           88. On or about January 17, 2018, APA and AA agreed that pilots would  
28 have their Length of Service ("LOS") credit for purposes of pay and vacation



1 accrual include all time pilots were on furlough after September 11, 2001. APA  
2 and AA further agreed to make lump sum payments to pilots who received  
3 additional LOS credit because of this agreement. Plaintiffs are informed and  
4 believe, and thereon allege, that the essential terms of this agreement are stated in  
5 Exhibit A attached hereto. This agreement is referred to herein as the “2018 LOS  
6 Letter.”

7 89. Plaintiffs are informed and believe, and thereon allege, that APA and  
8 AA agreed that the 2018 LOS Letter and the LOS credits therein described would  
9 apply to the following pilots: (a) Pilots who were flying for AA in AA equipment  
10 on September 11, 2001 and thereafter furloughed from AA; (b) Pilots who were  
11 flying for TWA-LLC on September 11, 2001 and who were thereafter furloughed  
12 from TWA-LLC; and (c) Pilots who were flying for US Airways (“US Air”) or  
13 America West Airlines (“America West”) on September 11, 2001 and who were  
14 thereafter furloughed from US Air or America West.

15 90. APA and AA further agreed in connection with the 2018 LOS Letter  
16 that Flow-Through Pilots (“FTP”) would not receive the LOS credits or other  
17 payments in the 2018 LOS Letter.

18 91. On or about December 30, 2017, in response to information that APA  
19 and AA were negotiating for an increase in LOS credit, Plaintiff Cordes wrote to  
20 APA inquiring if FTPs would be included or excluded from the proposed increase  
21 in LOS credit. Cordes further requested an explanation if FTPs would be  
22 excluded from the increase in LOS credits. A copy of this communication is  
23 attached as Exhibit B. In response, APA informed Cordes that his correspondence  
24 had been forwarded to the APA Negotiating Committee and APA’s Legal  
25 Department as to who would be included in the LOS credits and was further  
26 informed that his concerns would be conveyed to the APA Board of Directors at its  
27 meeting on January 3, 2018. Cordes responded to this communication with  
28 further explanation as to the history of discrimination against FTPs. A copy of

1 these communications is attached as Exhibit C. Thereafter, Cordes received no  
2 further response or explanation from APA.

3 92. On or about January 2, 2018, in response to information that APA and  
4 AA were negotiating for an increase in LOS credit, Plaintiff Cordes wrote to AA  
5 objecting to any agreement that excluded FTPs from an increase in LOS credits  
6 and stating that APA has “not met its obligations to the Flow-Through Pilots over  
7 the years” and that “AA cannot leave it up to APA to represent the interests of  
8 Flow-Through Pilots where APA has abandoned even a pretext of representing  
9 their interest.” A copy of this letter is attached as Exhibit D. Cordes received no  
10 response to his letter from AA.

11 93. In negotiating the 2018 LOS Letter, APA (a) ignored the interests of  
12 the FTPs, (b) failed or refused to represent the interests of FTPs, (c) discriminated  
13 against the FTPs and in favor of other pilot groups and (d) acted arbitrarily.

14 a. APA has been repeatedly informed of the disparities in pay and career  
15 advancement suffered by FTPs, but has failed and refused to take any  
16 action to correct such disparities or to respond to the concerns in  
17 disparities expressed by FTPs or justify APA’s actions or the  
18 disparities that exist.

19 b. APA has failed and refused to respond to the FTPs concerns as to the  
20 2018 LOS Letter.

21 c. APA failed and refused to propose in negotiation with AA over the  
22 2018 LOS Letter to include FTPs under the terms of the letter or to  
23 provide FTPs with restoration of LOS credits they had lost because of  
24 the events on September 11, 2001.

25 d. APA took the position that LOS credits should only be given to pilots  
26 who were furloughed after September 11, 2001. This position was  
27 arbitrary for reasons including:  
28

- 1           i.       The benefits provided under the 2018 LOS Letter were given to  
2                   pilots who were furloughed for reasons other than and  
3                   independently of the events of September 11, 2001, whereas  
4                   FTP's, who were unable to take promised positions at AA  
5                   directly because of the events of September 11, 2001 were  
6                   denied benefits under the 2018 LOS Letter.
- 7           ii.       The benefits provided under the 2018 LOS Letter were given to  
8                   pilots who suffered no loss of work, including pilots who were  
9                   allowed to flow-back to American Eagle airlines and displace  
10                  American Eagle pilots from their jobs at American Eagle,  
11                  including pilots whose ability to flow-back to American Eagle  
12                  were negotiated by APA in violation of the terms of the Flow-  
13                  Through Agreement and without the consent of all parties to the  
14                  Flow-Through Agreement.
- 15          iii.       The injury suffered by FTP's in career advancement and pay  
16                  classification because of the events of September 11, 2001 was  
17                  the same or greater than as the loss of career advancement and  
18                  pay classification incurred by other pilot groups who received  
19                  benefits under the 2018 LOS Letter and there is no meaningful  
20                  distinction between the losses suffered by FTP's and the losses  
21                  suffered by other pilot groups who received benefits pursuant to  
22                  the 2018 LOS Letter.

23           94.     APA has taken the actions alleged herein out of hostility towards the  
24     FTP's because (a) FTP's came from the regional carrier American Eagle; (b) in  
25     flying regional jet aircraft, APA considered and considers FTP's pilots to have  
26     taken jobs that belonged to APA-represented pilots at AA; (c) APA is hostile to the  
27     rights FTP's acquired under the Flow-Through Agreement and to the placement of  
28     the FTP's on the AA Pilot Seniority List the FTP's obtained under the Flow-

1 Through Agreement; (d) FTPs have instituted lawsuits challenging APA's actions  
2 and its representation of FTPs.

3 95. Plaintiffs are informed and believe, and thereon allege, that AA  
4 agreed to the 2018 LOS Letter (a) to resolve disputes with APA and improve the  
5 working relationship with APA, (b) to resolve issues that were important to pilots  
6 represented by APA, (c) to resolve issues that adversely affected pilots morale'  
7 because they were receiving less pay and had a lower classification than their  
8 overall experience in flying jet aircraft would justify, (d) to reward pilots for all  
9 their years of experience in flying jet aircraft, and (e) to bring AA pilots to the  
10 same career expectation level that pilots at other airlines, including United Air  
11 Lines and Delta Air Lines, had achieved based on such pilot's overall years of  
12 experience in flying jet aircraft.

13 96. Plaintiffs are informed and believe, and thereon allege, that, had APA  
14 proposed including FTPs under the 2018 LOS Letter, AA would have agreed to  
15 include FTPs, for reasons including: (a) including FTPs would serve to resolve  
16 disputes with APA and improve the working relationship with APA, (b) including  
17 FTPs would serve to resolve issues that were important to pilots represented by  
18 APA, (c) including FTPs would serve to resolve issues that adversely affected  
19 pilots' morale because they were receiving less pay and had a lower classification  
20 than their overall experience in flying jet aircraft would justify, (d) including FTPs  
21 would serve to reward pilots for all their years of experience in flying jet aircraft,  
22 and (e) including FTPs would serve to bring AA pilots to the same career  
23 expectation level that pilots at other airlines, including United Air Lines and Delta  
24 Air Lines, had achieved based on such pilot's overall years of experience in flying  
25 jet aircraft.

26 97. Plaintiffs are informed and believe, and thereon allege, that including  
27 FTPs under the terms of the 2018 LOS Letter would not have resulted in a  
28 significant cost for AA that would have precluded inclusion of FTPs.

1 98. By reason of the actions of APA and AA alleged herein, plaintiffs and  
2 other FTPs have lost and will in the future lose pay and benefits, career  
3 opportunities and advancement, and will not receive retroactive payments under  
4 the 2018 LOS Letter paid to other pilots.

5 99. At the time AA agreed to the 2018 LOS Letter, AA was aware of the  
6 discrimination by APA against FTPs, was aware that the 2018 LOS Letter  
7 continued and exacerbated such discrimination, and was aware that APA was not  
8 representing the interests of the FTPs in good faith. In agreeing to the 2018 LOS  
9 Letter, AA acted without regard to or with indifference to the discrimination and  
10 bad faith of the APA as to FTPs and APA's violation of its duties.

11 **FIRST CLAIM FOR RELIEF**

12 **(Breach of Duty of Fair Representation)**

13 100. Plaintiffs incorporate the allegations in Paragraphs 1 through 99  
14 hereof as if fully set forth herein.

15 101. APA has had a duty of fair representation towards the FTPs as to their  
16 terms and conditions of employment with AA, including representing the interests  
17 of FTPs in negotiation of pay and benefits, including the pay and benefits in the  
18 2018 LOS Letter.

19 102. The duty of fair representation required APA to act in good faith  
20 toward the FTPs and to refrain from discrimination and arbitrary conduct towards  
21 or affecting them.

22 103. By the acts alleged herein, APA has acted arbitrarily, discriminatorily  
23 and in bad faith towards the FTPs, plaintiffs, the members of plaintiff AAFTPC  
24 and the Proposed Class by (a) not proposing to have FTPs included in the benefits  
25 in the 2018 LOS Letter, (b) proposing, drafting and/or interpreting the language in  
26 the 2018 LOS Letter so that FTPs would be excluded from the benefits in the 2018  
27 LOS Letter and (c) excluding FTPs from the benefits in the 2018 LOS Letter.  
28



1           110. Section 102 of the Labor Management Reporting and Disclosure Act  
2 (“LMRDA”) (29 U.S.C. § 412) provides for a civil action by anyone whose rights  
3 under Section 101(a)(4) of the LMRDA have been infringed, and provides in part:

4                   Any person whose rights secured by the provisions of  
5 this title have been infringed by any violation of this title  
6 may bring a civil action in a district court of the United  
7 States for such relief (including injunctions) as may be  
8 appropriate.

9           111. APA negotiated and agreed to the terms of the 2018 LOS Letter and  
10 excluding FTPs from the length of service credits and benefits provided in the  
11 2018 LOS Letter in retaliation for Plaintiffs’ exercise of their legal right to bring  
12 lawsuits and for the purpose, and with the intent, of vexing, injuring and harming  
13 FTPs, of preserving the advantages APA had obtained that favored other pilots and  
14 of perpetuating the effects of past discrimination against FTPs. By such action,  
15 APA interfered with the rights of Plaintiffs under Section 101(a)(4) of the LMRDA  
16 to institute legal actions.

17           112. Plaintiffs have suffered damages because of being excluded from the  
18 benefits under the 2018 LOS Letter.

19           113. APA has acted with malice towards Plaintiffs and FTPs and Plaintiffs  
20 are entitled to punitive and exemplary damages against APA.

21           114. Monetary damages cannot fully compensate plaintiffs and the  
22 Proposed Class for the losses alleged herein and therefore plaintiffs request: (a) a  
23 declaration that APA violated Section 101(a)(4) of the LMRDA in negotiating and  
24 agreeing to the 2018 LOS Letter and (b) an injunction requiring APA to seek  
25 agreement with AA to include in the length of service credit for FTPs the time  
26 spent at American Eagle following September 11, 2001.

27           **W H E R E F O R E**, Plaintiffs pray for relief as set forth in the Prayer.

28           ///

          ///

**PRAYER**

**WHEREFORE**, Plaintiffs pray for relief as follows:

1. As to the 2018 LOS Letter, for an order certifying the action as a class action, appointing plaintiffs as Class Representatives and their counsel as attorneys for the Class;

2. For damages, as alleged hereinabove;

3. For (a) a declaration that APA has breached its duty of fair representation owed to the FTPs in connection with negotiating and agreeing to the 2018 LOS Letter and (b) a declaration that APA violated Section 101(a)(4) of the LMRDA in negotiating and agreeing to the 2018 LOS Letter.

4. For (a) an injunction requiring APA to seek agreement with AA to include in the length of service credit for FTPs the time spent at American Eagle following September 11, 2001, and (b) an injunction requiring AA to include in the length of service credit for FTPs the time spent at American Eagle following September 11, 2001.

5. For attorneys' fees incurred in establishing the breaches of duty by APA and attempting to mitigate the harms caused by APA's breach of duty.

6. Plaintiffs' costs of suit and reasonable attorney fees.

7. Such other and further relief the Court may deem appropriate on the evidence presented.

Dated: June 20, 2018.

**KATZENBACH LAW OFFICES**

By           s/ Christopher W. Katzenbach          

Christopher W. Katzenbach  
Attorneys for Plaintiffs AMERICAN AIRLINES  
FLOW-THRU PILOTS COALITION, Et Al.



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**DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury on all issues and claims for relief in this action.

Dated: June 20, 2018.

KATZENBACH LAW OFFICES

By s/ Christopher W. Katzenbach

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Christopher W. Katzenbach  
Attorneys for Plaintiffs AMERICAN AIRLINES  
FLOW-THRU PILOTS COALITION, Et Al.