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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
17 Plaintiffs,
18 vs.

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

21 Defendants.

) Case No.: 3:15-cv-03125 RS

) SECOND AMENDED 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
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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 AAL 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 8. Defendant AMERICAN AIRLINES, INC. (hereinafter “AAL”) is a
2 common carrier by air within the meaning of section 1 Sixth of the Railway Labor
3 Act (45 U.S.C. 151 Sixth), as made applicable to carriers by air by sections 201
4 and 202 of the Railway Labor Act (45 U.S.C. 181, 182). Defendant AAL is a party
5 to a collective bargaining agreement with APA and is joined herein, in part, for
6 purposes of permitting the Court to provide full relief for Plaintiffs on their claims.

7 **CLASS ACTION ALLEGATIONS**

8 9. Plaintiffs bring this action as a Class Action pursuant to Rule 23 of the
9 Federal Rules of Civil Procedure.

10 10. The Proposed Class is composed of all the airline pilots who are
11 employed by AAL and represented by APA and who obtained their employment at
12 American Airlines pursuant to the terms of the Flow-Through Agreement.

13 11. The Proposed Class is so numerous that joinder of all its members in a
14 single action is impractical. There are in excess of 400 pilots who are members of
15 the Proposed Class.

16 12. This action presents questions of fact and law that are common to all
17 members of the Proposed Class.

18 (a) The Proposed Class is commonly represented by APA pursuant
19 to Certification by the National Mediation Board designating APA as the exclusive
20 representative of the airline pilots employed by AAL for purposes of collective
21 bargaining under the Railway Labor Act, as amended.

22 (b) The collective bargaining agreement entered into between APA
23 and AAL affects each member of the Proposed Class. The actions of APA and
24 AAL which form the subject of this action were directed at all members of the
25 Proposed Class and affect their legal rights in the same or a substantially similar
26 manner.

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

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

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

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

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

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

4 **ALLEGATIONS COMMON TO ALL CLAIMS**

5 **A. Material Terms In Collective Bargaining**
6 **Agreements.**

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

13 17. At all times from January 1997 to date, Occupational seniority was
14 defined in Sections 2.AA, 13.A and 13.B. of the collective bargaining agreements
15 between APA and AA.

16 (a) At all times from January 1997 to date, Section 2.AA provided
17 that Occupational seniority “shall begin to accrue from the date
18 a pilot is first scheduled to complete initial new hire training
19 with the Company and shall continue to accrue during such
20 period of duty except as provided in Sections 11 and 12 of this
21 Agreement. . . . Any references to seniority in this Agreement
22 are to Occupational Seniority, unless otherwise specified.”

23 (b) At all times from January 1997 to date, Section 13.A provided:
24 “Seniority as a pilot shall be based upon the length of service as
25 a flight deck operating crew member with the Company except
26 as otherwise provided in Sections 11 and 12 of this
27 Agreement.”
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1 (c) At all times from January 1997 to date, Section 13.B provided:
2 “Seniority shall begin to accrue from the date a pilot is first
3 assigned to air line flying duty and shall continue to accrue
4 during such period of duty except as provided in Sections 11
5 and 12 of this Agreement.”

6 18. At all times from January 1997 to date, Section 2.T of the collective
7 bargaining agreements between APA and AAL defined furlough as:

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

13 19. At all times from January 1997 to date, Section 17.V.4 of the
14 collective bargaining agreements between APA and AAL provided:

15 A pilot furloughed by the Company due to a reduction in
16 force shall continue to accrue seniority during the period
17 of such furlough. Length of service for pay purposes
18 shall not accrue during such period of furlough.

19 20. At all times from January 1, 1997 to date, Section 24.F. of the
20 collective bargaining agreements between APA and AAL has provided: “It is
21 understood and agreed that the rights of any pilot covered by this Agreement shall
22 not be abrogated in any way by the provisions of any other labor agreement and no
23 such pilot shall be permitted to accrue rights in abrogation of the terms of this
24 Agreement.”

25 **B. Background and Material Terms of the Flow-**
26 **Through Agreement.**

27 21. The Flow-Through Agreement arose from disputes between AAL and
28 APA over the use of commuter jets by the American Eagle carriers owned by
AMR, APA’s unsuccessful effort to become the bargaining representative for

1 American Eagle Pilots and APA's desire that all small or regional jet aircraft be
2 flown exclusively by AAL pilots represented by APA.

3 22. In about 1987, after APA agreed that AAL or AMR could purchase
4 the carriers alleged in Paragraph 4 that became American Eagle, subject to
5 limitations on flying and related matters.

6 23. In 1992, APA petitioned the National Mediation Board (NMB) for a
7 representation election among the pilots of the four American Eagle carriers. In
8 response to this petition, in 1995 the NMB concluded that the four American Eagle
9 carriers were a single system for representational purposes and directed an election
10 for collective bargaining representative among the American Eagle pilots. APA
11 sought to be the American Eagle pilots' representative in that election. In the
12 resulting election in 1995, the American Eagle pilots voted to be represented by
13 ALPA, with 1472 pilots voting for ALPA and 232 pilots voting for APA, with the
14 remaining pilots voting for other unions.

15 24. In about 1996, the pilots at AAL represented by APA rejected a
16 tentative collective bargaining agreement and threatened to conduct a strike at
17 AAL. Plaintiffs are informed and believe, and thereon allege, that one of the
18 reasons for rejecting the tentative agreement was the AAL pilots desired additional
19 job security in light of AMR's plans to begin flying small or regional jet aircraft by
20 the American Eagle carriers.

21 25. Pursuant to the terms of the RLA, on February 15, 1997, a
22 Presidential Emergency Board ("PEB") was appointed by President William
23 Clinton in Executive Order No. 13036 and charged with the duty to investigate and
24 report its findings and recommendations regarding unadjusted disputes between
25 AAL and APA.

26 26. APA and AAL were parties to the PEB proceeding alleged in
27 Paragraph 25. In this PEB proceeding: (a) APA proposed that AAL pilots operate
28 all small or regional jets flown by AAL or American Eagle. (b) APA asserted that

1 the ability to fly small or regional jet jets was a crucial job security issue for AAL
2 pilots. (c) APA asserted that its members would ultimately lose jobs if its
3 members did not perform all regional jet flying. (d) APA asserted that the regional
4 jets flown by American Eagle pilots would replace aircraft being flown by AAL
5 pilots represented by APA.

6 27. On March 19, 1997, the PEB rejected APA's proposal that all regional
7 jet flying be performed by AAL pilots. The PEB recommendations did not provide
8 for any furlough protection for AAL pilots or the ability of AAL pilots to take jobs
9 at American Eagle in the event of a furlough. Thereafter, on May 5, 1997, AAL,
10 American Eagle, APA and ALPA entered into the Flow-Through Agreement.

11 28. The Flow-Through Agreement provided for employment
12 opportunities at AAL for certain American Eagle pilots and provided that AAL
13 pilots who were furloughed from jobs at AAL could take positions at American
14 Eagle.

15 29. The Flow-Through Agreement applied to captains flying commuter
16 jets at American Eagle. The Flow-Through Agreement defined a "commuter jet"
17 as an aircraft synonymous with the term "regional jet" that is a turbojet aircraft
18 with at least forty-five passenger seats but not more than seventy seats. The Flow-
19 Through Agreement defined "CJ Captain" as synonymous with the term "RJ
20 Captain" as a captain position on a commuter jet aircraft.

21 30. The Flow-Through Agreement was incorporated into and included as
22 part of the collective bargaining agreements between APA and AAL and between
23 ALPA and American Eagle. It is known as Supplement W to the APA/AAL
24 agreement and Letter 3 to the ALPA/American Eagle agreement.

25 31. Under the terms of the Flow-Through Agreement, AAL was required
26 to offer qualified CJ Captains positions in new hire classes at the ratio of one for
27 every two positions in the new hire class. CJ Captains obtained Occupational
28 seniority numbers on the AAL pilot seniority list at the time they were offered a

1 position in a new hire training class at AAL whether or not they were able to attend
2 such training class. The CJ Captains who obtained such seniority numbers are
3 among the FTPs in this action. If the pilot could not attend the new hire class
4 because of a training freeze or other operational reason, the pilot would have first
5 priority for positions in new hire classes once the training freeze or other
6 operational reason expired. Paragraph III.A, III.B and III.D of the Flow-Through
7 Agreement provided, in material part:

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

12 B. If a CJ Captain is unable to fill a new hire position at
13 AA in accordance with Paragraph III.A. above, due to a
14 training freeze or other operational constraint, (see
15 Paragraph III.J. below), such CJ Captain will be placed
16 on the AA Pilots Seniority List and will count toward the
17 number of new hire positions. The pilot's AA
occupational seniority date and number will be
established as if he were able to fill such new hire
position at AA and had attended the new hire training
class referenced in Paragraph III.A. above.

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19 D. If a CJ Captain is placed on the AA Pilots Seniority
20 List per III.B. above, such CJ Captain will receive
21 priority based on his AA seniority in filling a new hire
22 position in the next new hire class, following release
23 from a training freeze or other AMR Eagle, Inc. imposed
24 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.

25 32. Under the terms of the Flow-Through Agreement, AAL pilots
26 furloughed from AAL could take jobs at American Eagle and displace American
27 Eagle CJ captains who were still flying at American Eagle before the American
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1 Eagle CJ captain moved to AAL. Paragraph IV.A. of the Flow-Through
2 Agreement provided:

3 A. A pilot furloughed from AA may displace a CJ
4 Captain at an AMR Eagle, Inc. carrier provided that the
5 number of CJ Captain positions available to furloughed
6 AA pilots will be limited to the total number of CJ
7 Captain positions at AMR Eagle, Inc. less the number of
8 Eagle Rights CJ Captains.

9 33. Under the terms of the Flow-Through Agreement, furloughed AAL
10 pilots could not displace an American Eagle pilot who accepted a status as an
11 “Eagle Rights CJ Captain.” Paragraph IV.D. of the Flow-Through Agreement
12 provided: “Eagle Rights CJ Captains are not subject to displacement by
13 furloughed AA pilots, or any pilot who has been awarded an AA seniority number
14 pursuant to Paragraph III.B. above.”

15 34. Under the Flow-Through Agreement, an “Eagle Rights CJ Captain” is
16 a CJ Captain at American Eagle who elected to forfeit the opportunity to flow-up
17 to AAL. Paragraph III.F provided:

18 An AMR Eagle, Inc. pilot may, not later than the
19 completion of IOE for a CJ Captain position or at such
20 time as the pilot is able to demonstrate hardship, elect to
21 forfeit the opportunity to secure a position on the AA
22 Pilots Seniority List as provided by this Supplemental
23 Agreement. Such pilot will hereinafter be referred to as
24 an “Eagle Rights CJ Captain,” and will not be eligible for
25 a future new hire position at AA which may otherwise
26 become available under Paragraph III of this
27 Supplemental Agreement. The existence of a hardship for
28 this purpose shall be approved by the ALPA AMR Eagle
MEC Chairman and the appropriate management
official(s).

35. At the time the Flow-Through Agreement was negotiated, and at all
times thereafter, the provisions of the collective bargaining agreement between
APA and AAL alleged in paragraphs 17 through 20 above were in effect.

1 **C. The Material Facts Of This Case.**

2 36. Prior to September 2001 approximately 513 FTPs had obtained AAL
3 Occupational seniority numbers and were on the AAL Pilot System Seniority list.

4 37. Of the FTPs who had obtained AAL Occupational seniority numbers,
5 approximately 124 pilots had transferred to AAL and begun flying as pilots at
6 AAL.

7 38. The remaining FTPs who had obtained AAL Occupational seniority
8 numbers had been held back at American Eagle because of American Eagle's
9 operational needs. These FTPs were prevented from filling positions in new hire
10 training classes when such positions were first offered and available to them. The
11 FTPs withheld at American Eagle continued to staff the airline and allow
12 American Eagle to use the FTPs, who were experienced airline captains, for
13 operations at American Eagle and to recoup AMR's and American Eagle's
14 investment in training these pilots. The withholding of FTPs from transfer to
15 AAL was beyond the FTPs' control and was solely for the benefit of AAL, AMR
16 and American Eagle.

17 39. In 2001 AAL acquired the assets of TransWorld Airlines (herein
18 "TWA"). An entity known as TWA-LLC was thereafter established to operate
19 TWA's routes. TWA-LLC was a wholly-owned subsidiary of AAL operating
20 under its own certification as an airline carrier. Pilots employed by TWA became
21 employees of TWA-LLC.

22 40. At some point after April 3, 2002, the TWA-LLC pilots were
23 integrated into the AAL Pilot System Seniority list and received AAL
24 Occupational seniority numbers. Approximately 1067 TWA-LLC pilots were
25 integrated into the AAL Pilot System Seniority list interspersed with AAL pilots at
26 a ratio of approximately 1:8. The remaining approximately 1225 TWA-LLC pilots
27 were placed at the bottom of the AAL Pilot System Seniority list (herein referred
28 to as the "TWA-LLC Staples").

1 41. At the time the integration of the TWA-LLC pilots into the AAL pilot
2 seniority list, AAL was in the process of furloughing AAL pilots. Between late
3 2001 and May 2003, AAL placed approximately 1,000 AAL pilots on furlough.

4 42. In addition to the AAL pilots placed on furlough, the TWA-LLC
5 Staplees were furloughed from TWA-LLC. Prior to being put on furlough, the
6 TWA-LLC Staplees did not perform any work for AAL.

7 43. Since on or about April 3, 2002, APA has been the collective
8 bargaining representative for pilots at AAL and TWA-LLC for purposes of
9 employment at AAL. The pilots represented by APA for purposes of terms and
10 conditions of employment at AAL include all pilots on the AAL Pilot System
11 Seniority list.

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

19 45. Plaintiffs are informed and believe, and thereon allege: The layoffs of
20 AAL pilots between late 2001 and May 2003 (a) made it improbable that pilot J.K.
21 Viele would be recalled at any proximate time to May 2003 and (b) made it
22 improbable that pilot J.K Viele would be recalled before 2005 or later.

23 46. On May 1, 2003, AAL and APA revised their agreement to allow the
24 TWA-LLC pilots to flow down to American Eagle. These revisions are contained
25 in documents signed by AAL and accepted by APA known as Letter OO and
26 Letter PP.

27 47. The agreement to allow the TWA-LLC pilots to flow-down to
28 American Eagle adversely affected the interests of FTPs with AAL seniority

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

14 48. After this agreement, at least 174 former TWA-LLC pilots flowed-
15 down to American Eagle and displaced 174 FTPs at American Eagle. But for the
16 agreements alleged in Paragraph 46 and 47, these FTPs would not have been
17 displaced from their jobs at American Eagle.

18 49. Because of economic and other conditions, after September 2001,
19 AAL did not conduct new hire training classes until 2007. AAL began recalling
20 pilots from furlough in January 2007. The first new hire training class conducted
21 by AAL following September 2001 occurred on June 6, 2007.

22 50. At all times, the number of TWA-LLC pilots with AAL pilot seniority
23 numbers obtained as part of the AAL-TWA merger has been more than four times
24 the number of FTPs with AAL pilot seniority numbers obtained under the Flow-
25 Through Agreement.

26 51. APA and AAL have regularly and repeatedly acted against the
27 interests of the FTPs as to their terms and conditions of employment at AAL. APA
28 and AAL have acted to advance the interests of other pilot groups as to the terms

1 and conditions of employment at AAL for these other pilot groups over the
2 interests of the FTPs, contrary to the interests of the FTPs and without taking
3 account of the interests of the FTPs.

4 52. Among other things, Plaintiffs are informed and believe, and thereon
5 allege, as follows:

6 (a) As alleged in Paragraphs 46 and 47, APA and AAL agreed to
7 give TWA-LLC pilots, including the TWA-LLC Staplees, the
8 right to flow-down to American Eagle and displace FTPs still
9 flying at American Eagle.

- 10 i. At the time of these agreements, the TWA-LLC Staplees
11 (a) had not been furloughed from active employment at
12 AAL because of a reduction in force (b) were not
13 furloughed AAL pilots within the meaning of Section 2.T
14 of the collective bargaining agreements between APA and
15 AAL or Paragraph IV of the Flow-Through Agreement.
16 ii. This agreement abrogated the rights of FTPs that only
17 furloughed AAL pilots displace FTPs in the event of a
18 reduction in force at AAL.

19 (b) APA agreed with AAL to have TWA-LLC Staplees, who were
20 below FTPs on the AAL pilot seniority list, placed into new-
21 hire classes beginning in June 2007 ahead of the FTPs. These
22 pilots had not, prior to June 2007, obtained a position at AAL.
23 Approximately 244 TWA-LLC Staplees were called for new
24 hire classes from June 2007 through March 2009 ahead of FTPs
25 with superior AAL Occupational seniority numbers.

- 26 i. On May 11, 2007, Arbitrator John B. LaRocco, in Case
27 No. FL0-0903, ruled that the TWA-LLC Staplees were
28 new-hire pilots and their hiring by AAL involved “new

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hire positions” for purposes of the Flow-Through Agreement and the rights of FTPs to employment at AAL for new-hire positions.

ii. APA and AAL were parties to the arbitration in No. FLO-0903 and were aware of Arbitrator LaRocco’s ruling on or about the time it was issued.

iii. Notwithstanding Arbitrator LaRocco’s ruling, AAL, pursuant to agreement with or the acquiescence of APA, continued to hire TWA-LLC Staplees for new-hire positions at AAL ahead or and in preference to FTPs.

iv. APA took no action to advance, assert or protect the rights of FTPs to the positions at AAL that Arbitrator LaRocco had identified as new-hire positions to which the FTPs had employment rights. Instead, APA allowed AAL to continue to hire TWA-LLC Staplees in preference to FTPs.

v. The hiring of TWA-LLC Staplees ahead of FTPs abrogated the rights of FTPs to move to AAL under the terms of Paragraphs III.A and III.B of the Flow-Through Agreement and the rights established by the decision of Arbitrator LaRocco in FLO-0903.

(c) After FTPs had been excluded from new-hire positions at AAL to which they were entitled under Arbitrator LaRocco’s May 11, 2007 decision, APA urged that AAL seniority numbers for FTPs should be forfeited for FTPs who had not begun working for AAL before May 2008. This would have eliminated the seniority numbers for all FTPs other than the 124 FTPs who had started to fly for AAL prior to September 2001 and whose

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AAL seniority numbers had been established before the acquisition of TWA and the addition of the TWA-LLC Staplees to the AAL pilot seniority list below the FTPs with these seniority numbers.

(d) APA has agreed with AAL to give, or acquiesced in AAL giving, pilots Length of Service (herein “LOS”) credit for service at airlines other than AAL, including TWA, TWA-LLC, US Airways, Reno Air, AirCal and Mid-Atlantic Airways. APA has refused to negotiate for or seek LOS credit for FTPs for time spent at American Eagle, including time FTPs were withheld from transfer to AAL and while TWA-LLC pilots were flowing down to American Eagle and displacing FTPs from their positions at American Eagle. These LOS credits increased these pilots’ compensation and Classification seniority.

- i. These LOS credits have been applied to the Classification seniority for pilots other than FTPs and have resulted in increases in these other pilots’ pay and other benefits at AAL above the pay and benefits for FTPs. As a result, FTPs with greater AAL pilot seniority are paid less than TWA-LLC pilots with lesser AAL seniority and FTPs who have worked longer at AAL are paid less for the same jobs than TWA-LLC pilots who have worked less time at AAL.
- ii. APA has refused to provide any justification or explanation to the FTPs as to why other pilots have received LOS credits and greater Classification seniority than FTPs.

1 (e) In connection with the collective bargaining agreement ratified
2 on January 30, 2015, APA agreed with AAL to give two
3 additional years of LOS credit for pilots on furlough because of
4 lack of work at AAL after September 11, 2001.

5 i. APA and AAL have applied this agreement to give the
6 TWA-LLC Staplees two additional years of LOS credit,
7 notwithstanding that the TWA-LLC Staplees do not and
8 did not meet the definition of furloughed pilots under the
9 APA/AAL collective bargaining agreement. APA and
10 AAL have denied this two-years of LOS credit for FTPs
11 who had been unable to work at AAL during the post-
12 September 2001 period.

13 ii. At the time of the negotiations for the two-year LOS
14 credit, APA was aware that the TWA-LLC Staplees
15 would not qualify for this benefit as they were not
16 furloughed from AAL, but agreed with AAL to give the
17 TWA-LLC Staplees the LOS benefit anyway.

18 iii. At the time of the negotiations for the two-year LOS
19 credit, APA was aware of the desire of the FTPs for this
20 benefit and decided not to attempt to negotiate this benefit
21 for FTPs.

22 iv. At some point after the agreement for the special two-year
23 LOS credit, APA requested AAL to provide this benefit
24 for pilots from Mid-Atlantic Airlines (“MDA”) who had
25 come to AAL pursuant to AAL’s 2013 acquisition of the
26 assets of US Airways. MDA was a regional airline owned
27 by US Airways and flying equipment similar to the
28 equipment flown by American Eagle.

1 53. Arbitrations conducted pursuant to the Flow-Through Agreement
2 determined (a) AAL and APA violated the Flow-Through Agreement by hiring
3 TWA-Staplees in preference to FTPs for new hire classes starting in 2007 and (b)
4 TWA-Staplees were to be considered as new-hire pilots rather than furloughed
5 pilots for purposes of new hire classes at AAL starting in June 2007. Because of
6 these violations, arbitrators directed AAL to hire FTPs denied positions in new-
7 hire classes commencing in about 2009 and, in addition, awarded AAL seniority
8 numbers to an additional 154 FTPs who had not been offered positions in new hire
9 classes that had been given to the TWA-LLC Staplees and who would have
10 obtained AAL seniority numbers had they been called for the new-hire classes that
11 were given to the TWA-LLC Staplees. These 154 AAL seniority numbers were in
12 addition to AAL seniority numbers FLPs had previously obtained pursuant to the
13 Flow-Through Agreement. These 154 AAL seniority numbers had an effective
14 date of April 30, 2008.

15 54. In connection with remedy proceedings arising from arbitration
16 decisions finding AAL in violation of the Flow-Through Agreement alleged in
17 Paragraphs 52(b) and 53, in particular Arbitration No. FLO-0108 before Arbitrator
18 George Nicolau, on or about March 30, 2010 during the third day of the hearings
19 on remedy, AAL and APA entered into off-the-record discussions with the
20 arbitrator and the other parties as to the remedy. Plaintiffs are informed and
21 believe, and thereon allege, that the parties, including AAL and APA, requested
22 Arbitrator Nicolau to issue a remedy award in terms that (a) failed to provide a
23 reasonable remedy for the FTPs who had been discriminated against in favor of the
24 TWA-LLC pilots by, inter alia, providing for the immediate transfer to AAL of
25 only 35 of the 244 FTPs who had been discriminated against, (b) allowing 83
26 TWA-LLC Staplees who had been hired in violation of the Flow-Through
27 Agreement but who had been laid off during the remedy hearings to return to AAL
28 ahead of the remaining FTPs, (c) requiring 286 FTPs (out of 527 FTPs) to execute

1 an irrevocable choice whether to take a position at AAL before any such position
2 was available for them, (d) requiring future flow-up to AAL to be based solely on
3 AAL seniority numbers and (e) not giving pension years-of-service credits for
4 FTPs for the time they were wrongly withheld from transfer to AAL.

5 55. The terms of the requested remedy alleged in Paragraph 54 changed
6 the terms of the Flow-Through Agreement and impaired and abrogated the FTPs
7 rights under the Flow-Through Agreement, including (a) subordinating and
8 abrogating the FTPs' rights to jobs they had been denied to the interests of TWA-
9 LLC pilots and (b) changing the future flow-up from the priorities in hiring
10 provided in the Flow-Through Agreement in Paragraphs III.A. and III.D. Such
11 changes further violated the obligations of AAL under Section 24.F. of the
12 collective bargaining agreements between APA and AAL that provided: "It is
13 understood and agreed that the rights of any pilot covered by this Agreement shall
14 not be abrogated in any way by the provisions of any other labor agreement and no
15 such pilot shall be permitted to accrue rights in abrogation of the terms of this
16 Agreement."

17 56. Plaintiffs are informed and believe, and thereon allege, that (a) AAL,
18 APA and the other parties to FLO-0108 had agreed to the terms alleged in
19 Paragraph 54 and (b) agreed to have the arbitrator issue the parties' agreement as if
20 it were an arbitration decision by a neutral arbitrator in order to avoid claims that
21 APA or ALPA had breached their duty of fair representation or that AAL had
22 breached its obligation in Section 24.F. of the collective bargaining agreements
23 between APA and AAL.

24 57. At various times, plaintiffs and the AAFTPC requested that APA take
25 action to seek to rectify or remedy the disparities in pay, LOS credit and other
26 employment conditions at AAL affecting the FTPs. From May 2013 through
27 December 2014, plaintiffs and other FTPs sent at least four letters to the APA's
28 Board of Directors asking for the APA to remedy the pay and benefit disparities

1 adversely impacting the FTPs at AAL, including negotiating for LOS credit for the
2 FTPs as APA had negotiated for other pilots coming to AAL. APA did not
3 respond to these letters or provide plaintiffs any explanation or justification for the
4 disparities in pay and benefits suffered by the FTPs.

5 58. In about 2013, AAL purchased the assets of US Airways. In
6 connection with that purchase, APA and pilot groups from US Airways are in the
7 process of developing a new AAL pilot seniority list, referred to as an integrated
8 seniority list. The process of developing a new integrated seniority list is known as
9 “seniority list integration” or “SLI.” The SLI issues as to AAL and US Airways
10 are in the process of being arbitrated. Once the SLI process is completed, AAL
11 will be bound by and will use the resulting integrated seniority list for purposes of
12 hiring, furlough, pay, benefits and employment opportunities at AAL.

13 59. APA has asserted that it will be representing the interests of the FTPs
14 in connection with the SLI process and related arbitration and has refused to permit
15 the FTPs to participate in the arbitration as an interested party.

16 60. Under longstanding practice in seniority list integration arbitrations in
17 the airline industry, longevity of employment is a significant factor for purposes of
18 integrating seniority for the pilots of the merging airlines.

19 61. In connection with the SLI process, plaintiffs are informed and
20 believe, and thereon allege, that: (a) APA has entered into a stipulation that
21 service at regional affiliated airlines (including American Eagle) would not be
22 counted for purposes of longevity in integrating seniority and (b) this stipulation
23 harmed the FTPs disproportionately to any other group of pilots on the proposed
24 integrated seniority list, including by benefitting TWA-LLC Staplees who were
25 hired in 2007 in new hire classes instead of the FTPs.

26 62. Plaintiffs requested a copy of the foregoing stipulation referred to in
27 Paragraph 61, but APA refused to provide a copy to plaintiffs.

28

1 63. In connection with the SLI process, on or about June 19, 2015, APA
2 submitted a proposed integrated seniority list that harms the FTPs by moving their
3 seniority positions lower (that is, less senior) on the integrated seniority list by:

- 4 (a) Putting FTPs in the same tier with the US Airways pilots with
5 the lowest seniority at US Airways by placing all pilots hired
6 post-2007 at the bottom of the integrated seniority list.
- 7 (b) Putting a group of approximately 755 US Airways pilots ahead
8 of approximately 124 of the FTPs who are the least-senior FTPs
9 on the integrated seniority list. APA's proposal put the TWA-
10 LLC Staplees ahead of these 755 US Airways pilots on the
11 integrated seniority list. These 124 FTPs consist of the 154
12 FTPs remaining in active flying who were awarded AAL
13 seniority numbers because of APA's and AAL's agreement to
14 hire TWC-LLC Staplees for new hire classes ahead of the
15 FTPs, as alleged in Paragraph 53.
- 16 (c) Putting an additional four (4) to five (5) US Airways pilots
17 between each of the remaining FTPs on the proposed seniority
18 list.

19 64. No other AAL pilots, including TWA-LLC pilots, were adversely
20 affected by the insertions of US Airways pilots alleged in paragraph 63 or the
21 methodology used by APA in developing its proposed integrated seniority list.
22 The use of a post-2007 date, as alleged in Paragraph 63(a), adversely affects FTPs
23 only and, in particular, adversely affects the FTPs who were awarded seniority
24 numbers because of the violations of the Flow-Through Agreement alleged in
25 Paragraphs 53(b) and 54.

26 65. APA's proposed integrated seniority list was intended to discriminate
27 against the FTPs.

28

1 66. APA has not offered a reasonable or rational reason to select a post-
2 2007 date, as alleged in Paragraph 63(a).

3 (a) APA has assert that the post-2007 date is based on the date new
4 pilots were hired by US Airways after the date the merger of
5 US Airways and America West Airlines was announced in
6 2005. This was a date new pilots hired by US Airways would
7 have known that their placement on a US Airways seniority list
8 would be affected by the US Airways and America West
9 Airlines merger. This date is generally referred to as the
10 “Constructive Notice Date” and pilots hired after that date are
11 known as “Constructive Notice Pilots.”

12 (b) The Constructive Notice Date for the US Airways / America
13 West Airlines merger was May 19, 2005. The Constructive
14 Notice Date for the AAL/US Airways merger was December 9,
15 2013.

16 (c) The Constructive Notice Date for the US Airways and America
17 West Airlines merger has no relationship to the AAL/US
18 Airways merger, seniority issues for AAL pilots or the
19 Constructive Notice Date for the AAL/US Airways merger.

20 (d) The Post-2007 date has no relationship to any Constructive
21 Notice Date or any group of Constructive Notice Pilots. The
22 Post-2007 date only has the effect of harming the seniority
23 position of FTPs and protecting the seniority position of other
24 AAL pilots, in particular the TWA-LLC Staplees.

25 67. On June 25, 2015, Plaintiffs asked APA to explain its positions and
26 the reasons for its positions alleged in Paragraphs 63 and 66. In response, APA
27 stated that it had withdrawn its positions. APA explained, however, that it had not
28

1 credited longevity at American Eagle because only mainline longevity has been
2 credited in previous arbitrations.

3 68. The explanation provided by APA as alleged in Paragraph 67 was
4 arbitrary and unreasonable as (a) it did not take into account the relationship
5 between AAL and American Eagle and AMR's control over both airlines' labor
6 policies, (b) it did not take into account the terms of the Flow-Through Agreement
7 and the FTPs career expectations arising from the Flow-Through Agreement and
8 (c) relied on prior arbitrations that were conducted under pre-existing union merger
9 policies that had expressly defined what service could be credited in a way that
10 excluded the service at the regional airlines involved in those merger situations,
11 whereas the current SLI process is not being conducted pursuant to such pre-
12 existing merger policies or any similar merger policies.

13 69. On or about September 2015, APA and the other participants in the
14 SLI process submitted revised statements of position as to how the seniority list
15 should be constructed. APA's submission changed its previous position as to some
16 or all of the matters alleged in Paragraph 63. The other participants urged that
17 longevity should be a factor in the resulting seniority list; APA took the position
18 that longevity should not be a factor.

19 70. On October 9, 2015, Plaintiffs requested additional information on
20 APA's position. In particular, Plaintiffs requested that APA explain the reasons
21 for its change of position. In addition, Plaintiffs request APA to explain how it
22 intended to address the longevity arguments made by the other participants and
23 whether APA agreed that service at regional carriers should be excluded. Plaintiffs
24 further noted the evidence that would support including service at American Eagle
25 as longevity for purposes of an integrated seniority list and the concern that APA
26 was listing no witnesses that could address this factual issue. Plaintiffs again
27 requested a copy of the stipulation on longevity and an explanation for APA's
28 changes in position on matters alleged in Paragraphs 63 and 66. Plaintiffs further

1 asked if APA would be presenting evidence to support the FTPs contention that
2 any longevity that might be used should include service at American Eagle and, if
3 not, what is APA's explanation for not presenting such evidence.

4 71. APA did not respond to Plaintiffs' letter of October 9, 2015. Plaintiffs
5 sent a letter to APA on December 21, 2015 asking for a response to the matters
6 stated in the October 9, 2015 letter. On January 7, 2016, APA responded stating
7 that, because Plaintiffs had brought this case against APA, it would not respond to
8 the matters raised in the October 9 or December 21 letters and would not provide
9 the information requested. The SLI hearings terminated on January 15, 2016.

10
11 **FIRST CLAIM FOR RELIEF**

12 **(Breach of Duty of Fair Representation (Negotiation and Agreement to**
13 **Discriminatory LOS Provisions [All Defendants])**

14 72. Plaintiffs incorporate the allegations in Paragraphs 1 through 71 hereof
15 as if fully set forth in this Claim for Relief.

16 73. APA has had a duty of fair representation towards the FTPs as to their
17 terms and conditions of employment with AAL. This duty arose when FTPs
18 obtained AAL seniority numbers on the AAL pilot seniority list.

19 74. 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 them.

22 75. By the acts alleged herein, APA has acted arbitrarily, discriminatorily
23 and in bad faith towards the FTPs, the individual plaintiffs, the members of
24 plaintiff AAFTPC and the Proposed Class in representing the interests of the FTPs
25 and in negotiating terms and conditions of employment at AAL. APA's arbitrary,
26 discriminatory and bad faith actions include, but are not limited to: (a)
27 representing the interests of TWA-LLC pilots on the AAL pilot seniority list at the
28

1 expense of and contrary to the interests of FTPs on the AAL seniority list; (b)
2 negotiating and entering into agreements with AAL to give LOS credit to TWA-
3 LLC and other pilot groups other than the FTPs, or acceding to AAL's decision to
4 give such credits, including (i) LOS credit for time working for other airline
5 carriers and (ii) an additional two-years of LOS credit for time pilots were unable
6 to work at AAL because AAL pilots were on furlough from AAL; (c) refusing or
7 failing to respond to questions from FTPs, including plaintiffs, as to APA's
8 negotiation of LOS credits.

9 76. Plaintiffs are informed and believe, and thereon allege, that APA has
10 discriminated against the FTPs and in favor of the TWA-LLC Staplees because (a)
11 there are more TWA-LLC pilots than FTPs, (b) APA is hostile to the Flow-
12 Through Agreement and the rights of FTPs thereunder because APA wanted all
13 flying of commuter or regional jet aircraft to be performed by AAL pilots
14 represented by APA and desired only to secure jobs at American Eagle for AAL
15 pilots in the event of a furlough and (c) APA is biased in favor of pilots who had
16 been employed by mainline carriers and against pilots who were or had been
17 employed by regional carriers because regional jet pilots were viewed as taking
18 jobs away from mainline carrier pilots represented by APA.

19 77. APA is further biased against and hostile to the FTPs because of the
20 choice by American Eagle pilots to be represented by another union (ALPA) rather
21 than APA in employment relations with American Eagle and biased in favor of the
22 TWA-LLC pilots in negotiating employment conditions with AAL because APA
23 replaced ALPA as the represented the TWA-LLC pilots.

24 78. AAL has joined with APA in discriminating against FTPs and in favor
25 of other pilot groups, including the TWA-LLC pilots. At all material times, AAL
26 has known that that APA was hostile to the interest of FTPs and that APA and
27 AAL were discriminating against the FTPs and favoring other pilot groups,
28 including the TWA-LLC pilots.

1 79. AAL has undertaken a pattern of discrimination and collusion with
2 APA in discriminating against FTSs, including the actions alleged in Paragraphs
3 44 through 48 and Paragraphs 52 through 56. As alleged in Paragraphs 44
4 through 48 and Paragraphs 52 through 56, AAL's actions have included actions
5 that breached the terms of the Flow-Through Agreement, breached and ignored the
6 decisions of arbitrators and abrogated the rights of FTPs under the AAL/APA
7 collective bargaining agreement and the Flow-Through Agreement that is
8 Supplement W to the AAL/APA collective bargaining agreement, infurther
9 violated Section 24.T of the collective bargaining agreement between AAL and
10 APA.

11 80. By reason of the foregoing allegations in this Complaint: (a) APA has
12 breached its duty of fair representation towards the FTPs, plaintiffs, the members
13 of plaintiff AAFTPC and the Proposed Class and (b) AAL has colluded with APA
14 and participated in, enabled and agreed to engage in discrimination against the
15 FTPs and APA's breach of its duty of fair representation.

16 81. Because of the breach of duty of fair representation alleged herein,
17 plaintiffs, the members of plaintiff AAFTPC and the Proposed Class (a) have
18 suffered damages and will suffer future damages, including lost wages and
19 benefits, arising from the failure of FTPs to receive LOS credits and (b) have
20 accrued and continue to accrue the costs of attorneys' fees incurred in establishing
21 the breaches of duty by APA and attempting to mitigate the harms caused by
22 APA's breach of duty.

23 82. Monetary damages cannot fully compensate plaintiffs and the
24 members of the Proposed Class for the losses alleged herein and therefore, in
25 addition to money damages, plaintiffs request: (a) a declaration that APA has
26 breached its duty of fair representation and discriminated against the FTPs,
27 including discrimination in negotiating LOS credits; (b) an injunction directing
28 APA to make up any monetary loss suffered by FTPs in the future arising from

1 APA's breach of duty, including losses arising from the FTPs failure to receive
2 LOS credits.

3 **SECOND CLAIM FOR RELIEF**

4 **(Breach of Duty of Fair Representation (Seniority List Integration Process**
5 **[All Defendants])**

6 83. Plaintiffs incorporate the allegations in Paragraphs 1 through 71
7 hereof as if fully set forth in this Claim for Relief.

8 84. APA has had a duty of fair representation towards the FTPs as to their
9 terms and conditions of employment with AAL. This duty arose when FTPs
10 obtained AAL seniority numbers on the AAL pilot seniority list.

11 85. The duty of fair representation required APA to act in good faith
12 toward the FTPs and to refrain from discrimination and arbitrary conduct towards
13 or affecting them.

14 86. By the acts alleged herein in connection with the SLI process, APA
15 has acted arbitrarily, discriminatorily and in bad faith towards the FTPs, plaintiffs,
16 the members of plaintiff AAFTPC and the Proposed Class by: (a) stipulating that
17 service at American Eagle will not be counted for purposes of the factor of
18 longevity in the SLI process and failing to provide plaintiffs a copy of the
19 stipulation; (b) proposing placement of FTPs on an integrated seniority list for
20 reasons that are arbitrary; (c) proposing placement of FTPs on an integrated
21 seniority list for the purpose of or with the effect of favoring TWA-LLC Staplees
22 and US Airways pilots over FTPs and reducing the future employment
23 opportunities at AAL for FTPs and enhancing the future employment opportunities
24 at AAL for TWA-LLC Staplees and US Airways pilots; (d) refusing to present
25 evidence in support of including service at American Eagle as part of any longevity
26 factor used for an integrated seniority list; and (e) refusing to provide information
27 to FTPs as to APA's positions in the SLI proceedings.

1 87. By reason of the foregoing allegations in this Complaint APA has
2 breached its duty of fair representation towards the FTPs, plaintiffs, the members
3 of plaintiff AAFTPC and the Proposed Class in connection with the SLI process
4 and the proposed integrated seniority list.

5 88. Because of the breach of duty of fair representation alleged herein,
6 plaintiffs, the members of plaintiff AAFTPC and the Proposed Class (a) will suffer
7 future damages, including reduced employment opportunities, wages and benefits,
8 (b) will have their positions on the AAL pilot seniority list adversely affected and
9 (c) have accrued and continue to accrue the costs of attorneys' fees incurred in
10 establishing the breaches of duty by APA and attempting to mitigate the harms
11 caused by APA's breach of duty.

12 89. Monetary damages cannot fully compensate plaintiffs and the
13 Proposed Class for the losses alleged herein and therefore, in addition to money
14 damages, plaintiffs request: (a) a declaration that APA has breached its duty of fair
15 representation owed to the FTPs in connection with the SLI process; (b) an
16 injunction to make up any monetary loss suffered by FTPs in the future arising
17 from APA's breach of duty affecting the FTPs placement on the integrated
18 seniority list; (c) an injunction prohibiting APA or AAL from using any integrated
19 seniority list arising from the SLI process.

20 **W H E R E F O R E**, Plaintiffs pray for relief as follows:

- 21 1. For an order certifying the action as a class action, appointing
22 plaintiffs as Class Representatives and their counsel as attorneys for
23 the Class;
- 24 2. Against Allied Pilots Association (APA): (a) *On the First Claim for*
25 *Relief*: (i) damages and future damages arising because the FTPs did
26 not obtain LOS credits, including lost wages and benefits; (ii)
27 attorneys' fees incurred in establishing the breaches of duty by APA
28 and attempting to mitigate the harms caused by APA's breach of duty;

1 (iii) a declaration that APA has breached its duty of fair representation
2 and discriminated against the FTPs, including discrimination in
3 negotiating LOS credits; (iv) an injunction directing APA to make up
4 any monetary loss suffered by FTPs in the future arising from APA's
5 breach of duty, including losses arising from the FTPs failure to
6 receive LOS credits. (b) *On the Second Claim for Relief:* (i)
7 damages for reduced employment opportunities, wages and benefits
8 arising from the adverse effect of the FTPs placement on the
9 integrated seniority list; (ii) attorneys' fees incurred in establishing the
10 breaches of duty by APA and attempting to mitigate the harms caused
11 by APA's breach of duty; (iii) a declaration that APA has breached its
12 duty of fair representation owed to the FTPs in connection with the
13 SLI process; (iv) an injunction directing APA to make up any
14 monetary loss suffered by FTPs in the future arising from APA's
15 breach of duty affecting the FTPs placement on the integrated
16 seniority list; and (v) prohibiting APA from using any integrated
17 seniority list arising from the SLI process.

- 18 3. Against American Airlines, Inc. (AAL): *On the First Claim for Relief:*
19 Damages and future damages arising because the FTPs did not obtain
20 LOS credits. *On the Second Claim for Relief:* An injunction
21 prohibiting AAL from using any integrated seniority list arising from
22 the SLI process.
- 23 4. Plaintiffs' costs of suit and reasonable attorney fees.
- 24 5. Such other and further relief the Court may deem appropriate on the
25 evidence presented.

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1 Dated: January 22, 2016.

KATZENBACH LAW OFFICES

2
3 By s/ Christopher W. Katzenbach

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

10 **DEMAND FOR JURY TRIAL**

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

13
14 Dated: January 22, 2016.

KATZENBACH LAW OFFICES

15
16 By s/ Christopher W. Katzenbach

17 Christopher W. Katzenbach
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22 PHILIP VALENTE III on behalf of themselves
23 and all others similarly situated
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