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

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

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

18 Plaintiffs,

19 vs.

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

22 Defendants.

Case No.: 3:17-cv-01160-LB

FIRST AMENDED COMPLAINT  
FOR DAMAGES AND EQUITABLE  
RELIEF FOR BREACH OF DUTY OF  
FAIR REPRESENTATION,  
VIOLATION OF THE McCASKILL-  
BOND AMENDMENT AND  
VIOLATION OF SECTION 101(a)(4)  
OF THE LMRDA

CLASS ACTION

DEMAND FOR JURY TRIAL

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 interstate commerce, and violation of the labor protective provisions of the  
28 McCaskill-Bond amendment, 42 U.S.C. § 42112 note and violation of Title I of the



1 and arbitrary treatment because they are Flow-Thru Pilots, as more fully alleged  
2 below. AAFTPC seeks to act in this action as the representative of the Proposed  
3 Class described below.

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

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

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

1 meaning of Title I of the LMRDA (29 U.S.C. § 401, et seq.). APA is the  
2 collective bargaining representative of AAL pilots. The pilots represented by APA  
3 for purposes of terms and conditions of employment at AAL include all pilots on  
4 the AAL Pilot System Seniority list.

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

### 11 **CLASS ACTION ALLEGATIONS**

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

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

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

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

22 (a) The Proposed Class is commonly represented by APA pursuant  
23 to Certification by the National Mediation Board designating APA as the exclusive  
24 representative of the airline pilots employed by AAL for purposes of collective  
25 bargaining under the Railway Labor Act, as amended.  
26  
27  
28

1 (b) The actions of APA and AAL which form the subject of this  
2 action were directed at all members of the Proposed Class and affect their legal  
3 rights in the same or a substantially similar manner.

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

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

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

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

27 (b) APA and AAL have acted in concert on grounds generally  
28 applicable to the Proposed Class. Declaratory or injunctive relief as to the breach

1 of duty alleged herein would apply to the members of the Proposed Class as a  
2 whole.

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

6 **ALLEGATIONS COMMON TO ALL CLAIMS**

7 **I. BACKGROUND OF THIS CASE.**

8 **A. The Flow-Through Agreement and The Rights**  
9 **To Positions At AAL For Commuter Jet**  
10 **Captains Flying For American Eagle.**

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

17 17. On May 5, 1997, AAL, American Eagle, APA and ALPA entered into  
18 the Flow-Through Agreement.

19 18. The Flow-Through Agreement provided for employment  
20 opportunities at AAL for certain American Eagle pilots and provided that AAL  
21 pilots who were furloughed from jobs at AAL could take positions at American  
22 Eagle. The Flow-Through Agreement applied to captains flying commuter jets at  
23 American Eagle. The Flow-Through Agreement defined a “commuter jet” as an  
24 aircraft synonymous with the term “regional jet” that is a turbojet aircraft with at  
25 least forty-five passenger seats but not more than seventy seats. The Flow-  
26 Through Agreement defined “CJ Captain” as synonymous with the term “RJ  
27 Captain” as a captain position on a commuter jet aircraft.  
28

1           19. Prior to the Flow-Through Agreement, APA sought to have all  
2 regional turbojet aircraft purchased by AMR or used at American Eagle flown only  
3 by AAL pilots represented by APA. Prior to the Flow-Through Agreement, AAL  
4 pilots, by a majority vote, had rejected a proposed collective bargaining agreement  
5 that allowed AMR to have American Eagle pilots fly regional turbojet aircraft.

6           20. Prior to the Flow-Through Agreement, APA asserted, among other  
7 things, and following the vote of AAL pilots to reject the proposed agreement as  
8 alleged in Paragraph 19, that:

- 9           a. Regional jets should be flown only by American Airlines pilots.
- 10           b. The flying of regional jets by American Eagle took jobs away from  
11 AAL pilots represented by APA.
- 12           c. Pilots at AAL and American Eagle were competing for the work of  
13 flying regional turbojet aircraft.
- 14           d. The new generation of regional turbojet aircraft with 50 or more seats,  
15 including turbojet aircraft being purchased for American Eagle, were  
16 the equivalent of mainline jets and mainline flying, for reasons  
17 including (i) the new regional turbojets used technology with  
18 performance capabilities exceeding many mainline turbojet aircraft,  
19 (ii) the new regional turbojets had the capability of flying the longer  
20 routes that mainline carriers typically flew and (iii) by using the new  
21 regional turbojet aircraft, American Eagle would be in direct  
22 competition with AAL for flying existing and new mainline routes.

23           21. From the time the issue of flying regional turbojets arose, until the  
24 present, (a) APA has continued to adhere to the positions stated in paragraph 20  
25 and (b) many pilots at AAL, including pilots who subsequently were officers of  
26 APA, stated that pilots flying for American Eagle were inferior pilots and, in flying  
27 regional jets, were taking jobs away from pilots at AAL.

28

1           22. APA was unsuccessful in obtaining an agreement to have all regional  
2 turbojet aircraft purchased by AMR or used at American Eagle flown only by AAL  
3 pilots represented by APA. Thereafter, APA proposed that AAL pilots obtain  
4 furlough protection from loss of jobs at AAL by having the right to be furloughed  
5 down to American Eagle and displace a regional jet captain at American Eagle. In  
6 return for this furlough protection for AAL pilots, American Eagle regional jet  
7 captains would receive the right to preferential hiring at AAL. These proposals  
8 eventually resulted in the Flow-Through Agreement.

9           23. From on or about May 5, 1997 through the present date, the collective  
10 bargaining agreement between APA and AAL has limited the number and size of  
11 turbojet aircraft that could be flown by pilots at American Eagle. In the most  
12 recent collective bargaining agreement between APA and AAL, the limitation on  
13 the size of turbojet aircraft that can be flown at American Eagle is 76 or less  
14 passenger seats.

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

19           25. Under the terms of the Flow-Through Agreement, AAL was required  
20 to offer qualified CJ Captains at American Eagle positions in new hire classes at  
21 AAL in the ratio of one for every two positions in the new hire class. At the time  
22 the Flow-Through agreement was negotiated, APA and AAL understood that the  
23 agreement gave CJ Captains at American Eagle a right to jobs at AAL.

24           26. At the time the Flow-Through agreement was negotiated, AAL was  
25 normally disinclined to hire American Eagle pilots because of consequent, costly  
26 training cycles triggered at American Eagle when senior pilots left American Eagle  
27 for jobs elsewhere.

28



1           27. Under the terms of the Flow-Through Agreement, CJ Captains  
2 obtained Occupational seniority numbers on the AAL pilot seniority list at the time  
3 they were offered a position in a new hire training class at AAL whether or not  
4 they were able to attend such training class. The CJ Captains who obtained such  
5 seniority numbers are among the FTPs in this action.

6           28. The parties to the Flow-Through Agreement intended that the  
7 Occupational seniority numbers obtained under the agreement would be real  
8 seniority numbers and would give CJ Captains at American Eagle an on-going  
9 interest in the terms and conditions of employment at AAL and the terms of the  
10 APA/AAL collective bargaining agreement.

11           29. Under the terms of the Flow-Through Agreement, if the CJ Captain  
12 could not attend the new hire class at AAL because of a training freeze or other  
13 operational reason, the pilot would have first priority for positions in new hire  
14 classes once the training freeze or other operational reason expired.

15           30. Paragraph III.A, III.B and III.D of the Flow-Through Agreement  
16 provided, in material part:

17           A. At least one (1) out of every two (2) new hire  
18 positions per new hire class at AA will be offered to CJ  
19 Captains who are line pilots and who have completed  
20 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.

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

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

10 31. Under the terms of the Flow-Through Agreement, AAL pilots  
11 furloughed from AAL 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 AAL. Paragraph IV.A. of the Flow-Through  
14 Agreement 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  
20 Eagle Rights CJ Captains.

21 32. Prior to September 2001 approximately 513 FTPs had obtained AAL  
22 Occupational seniority numbers and were on the AAL Pilot System Seniority list.  
23 All these pilots were held back at American Eagle for 18 months to two-years after  
24 receiving their Occupational seniority numbers. The FTPs were prevented from  
25 filling positions in new hire training classes when such positions were first offered  
26 and available to them. The FTPs withheld at American Eagle continued to staff the  
27 airline and allow American Eagle to use the FTPs, who were experienced airline  
28 captains, for operations at American Eagle and to recoup AMR's and American  
Eagle's investment in training these pilots. The withholding of FTPs from transfer  
to AAL was beyond the control of FTPs and was solely for the benefit of AAL,  
AMR and American Eagle.

33. Prior to September 2001, of the FTPs who had obtained AAL  
Occupational seniority numbers, approximately 124 pilots had transferred to AAL

1 and had begun flying as pilots at AAL. The remaining FTPs who had obtained  
2 AAL Occupational seniority numbers had been held back at American Eagle  
3 because of American Eagle's operational needs and were, therefore, unable to  
4 attend new hire classes at AAL prior to September 11, 2001.

5 34. In addition to FTPs who had obtained Occupational seniority numbers  
6 as alleged in Paragraphs 32 and 33, an additional 154 FTPs were awarded  
7 Occupational seniority numbers to remedy violations of the Flow-Through  
8 Agreement by APA and AAL. These 154 additional AAL seniority numbers had  
9 the Occupational seniority date of April 30, 2008.

10 35. The FTPs who received Occupational seniority numbers, as alleged in  
11 Paragraphs 32, 33 and 34 hereof, retained the right to right to be hired by, or flow-  
12 up to, AAL under the provisions of Paragraph III of the Flow-Through Agreement  
13 alleged in Paragraph 30 hereof even after the expiration of the Flow-Through  
14 Agreement.

15 **B. The Acquisition of TWA by AAL.**

16 36. In 2001 AAL acquired the assets of TransWorld Airlines (herein  
17 "TWA"). An entity known as TWA-LLC was thereafter established to operate  
18 TWA's routes. TWA-LLC was a wholly-owned subsidiary of AAL operating  
19 under its own certification as an airline carrier. Pilots employed by TWA became  
20 employees of TWA-LLC and operated under certification issued by the Federal  
21 Aviation Administration ("FAA") that was separate from the certification by the  
22 FAA issued to AAL.

23 37. At some point after April 3, 2002, the TWA-LLC pilots were  
24 integrated into the AAL Pilot System Seniority list and received AAL  
25 Occupational seniority numbers. Approximately 1067 TWA-LLC pilots were  
26 integrated into the AAL Pilot System Seniority list interspersed with AAL pilots at  
27 a ratio of approximately 1:8. The remaining approximately 1225 TWA-LLC pilots  
28

1 were placed at the bottom of the AAL Pilot System Seniority list (herein referred  
2 to as the “TWA-LLC Staplees”).

3 38. In determining the 1:8 ratio used for integration on the seniority list,  
4 APA counted FTPs on the AAL pilot seniority list, including those still flying at  
5 Eagle, in determining the number of AAL pilots to be used to justify the 1:8 ratio  
6 that was used.

7 39. At the time the integration of the TWA-LLC pilots into the AAL pilot  
8 seniority list, AAL was in the process of furloughing AAL pilots. Between late  
9 2001 and May 2003, AAL placed approximately 1,000 AAL pilots on furlough.

10 40. In addition to the AAL pilots placed on furlough, the TWA-LLC  
11 Staplees were furloughed from TWA-LLC. Prior to being put on furlough, the  
12 TWA-LLC Staplees did not perform any work for AAL.

13 41. On or about March 5, 2002, the National Mediation Board (“NMB”)  
14 determined that AAL and TWA-LLC were operating as a “single transportation  
15 system” for purpose of the Railway Labor Act (“RLA”) and on April 3, 2002, the  
16 NMB extended APA’s certification to cover pilots at TWA-LLC as part of a single  
17 transportation system with AAL.

18 42. The actions of the NMB alleged in paragraph 40 did not alter the  
19 terms of the collective bargaining agreement between AAL and APA. The actions  
20 of the NMB alleged in paragraph 40 did not themselves make the AAL/APA  
21 collective bargaining agreement applicable to pilots at TWA-LLC who had not  
22 been hired by AAL and who remained as TWA-LLC employees.

23 43. TWA-LLC continued to operate as a separate air carrier under a  
24 separate certification by the FAA until on or about August 31, 2004.  
25  
26  
27  
28

1                   **C.     APA’s Pattern and Practice Favoring TWA**  
2                   **Pilots Over FTPs.**

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

6                   44.     As part of the AAL-TWA merger, APA and AAL initially agreed in  
7                   November 2001 that the TWA-LLC pilots would not have the ability to flow-down  
8                   to American Eagle under the provisions of Paragraph IV of the Flow-Through  
9                   Agreement until pilots already on the AAL seniority list before September 2001  
10                  were recalled from furlough. In particular, they had agreed that TWA pilots  
11                  would not be covered by Paragraph IV of the Flow-Through Agreement until pilot  
12                  J.K Viele was recalled from furlough. These agreements are contained in an  
13                  agreement known as Supplement CC to the APA/AAL collective bargaining  
14                  agreements, including the 2003 agreement.

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

19                  46.     On May 1, 2003, AAL and APA revised their agreement in  
20                  Supplement CC to allow the TWA-LLC pilots to flow down to American Eagle.  
21                  These revisions are contained in documents signed by AAL and accepted by APA  
22                  known as Letter OO and Letter PP.

23                  47.     The agreement to allow the TWA-LLC pilots to flow-down to  
24                  American Eagle adversely affected the interests of FTPs with AAL seniority  
25                  numbers and other pilots at American Eagle as it (a) allowed TWA-LLC pilots to  
26                  displace FTPs and other jet captains at American Eagle from positions as aircraft  
27                  captains before pilot J.K. Viele was recalled and (b) treated all TWA-LLC pilots as  
28

1 if they were furloughed AAL pilots regardless whether the TWA-LLC pilot had  
2 been employed by AAL or was laid off from a position at AAL or at TWA-LLC.

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

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

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

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

16 50. Pilots furloughed from TWA-LLC without working at AAL did not  
17 qualify as furloughed pilots under the definitions of the AAL/APA collective  
18 bargaining agreement alleged in Paragraphs 48 and 49.

19 51. The agreement to allow pilots furloughed from TWA-LLC to flow-  
20 down to American Eagle under the provisions of the Flow-Through Agreement  
21 abrogated the rights of FTPs (a) under the provisions that limited flow-downs to  
22 AAL pilots who were furloughed from active duty at AAL due to a reduction in  
23 force and (b) included TWA-LLC pilots under the flow-down provisions (i) before  
24 pilot J.K Viele would be recalled and (ii) where the TWA-LLC pilots were  
25 furloughed from TWA-LLC not AAL. This agreement was not submitted for  
26 approval by the pilots at American Eagle or by ALPA, the union representing the  
27 American Eagle pilots.

28 52. After this agreement, at least 174 former TWA-LLC pilots flowed-  
down to American Eagle and displaced pilots at American Eagle, including FTPs.  
But for the agreements alleged in Paragraphs 46 and 47, pilots at American Eagle,

1 including FTPs, would not have been displaced from their jobs at American Eagle  
2 by TWA-LLC pilots.

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

7 **2. Favoring TWA-LLC Staplees for new positions**  
8 **at AAL when hiring re-started in 2007.**

9 54. Because of economic and other conditions, after September 2001,  
10 AAL did not conduct new hire training classes until 2007. AAL began recalling  
11 pilots from furlough in January 2007. The first new hire training class conducted  
12 by AAL following September 2001 occurred on June 6, 2007.

13 55. On May 11, 2007, Arbitrator John B. LaRocco, in Case No. FLO-  
14 0903, ruled that the TWA-LLC Staplees were new-hire pilots and their hiring by  
15 AAL involved hiring for “new hire positions” for purposes of the Flow-Through  
16 Agreement and the rights of FTPs to employment at AAL for new-hire positions  
17 under Paragraph III of the Flow-Through Agreement. Arbitrator LaRocco’s ruling  
18 was made pursuant to dispute resolution and arbitration provisions in Paragraph VI  
19 of the Flow-Through Agreement. Both AAL and APA were parties to this  
20 arbitration.

21 56. As a partial remedy for the violations of the Flow-Through Agreement  
22 by APA and AAL found in Case No. FLO-0903, on October 20, 2008, Arbitrator  
23 LaRocco awarded AAL Occupational seniority numbers to an additional 154 FTPs  
24 who would have obtained AAL seniority numbers had they been called for the  
25 new-hire classes that were given to the TWA-LLC Staplees. These 154 additional  
26 AAL seniority numbers had an Occupational seniority date of April 30, 2008 and  
27 are among the FTPs with Occupational seniority numbers alleged in Paragraphs 34  
28 and 35 hereof. In awarding these seniority numbers, Arbitrator LaRocco stated:

1 “Because the contract violation occurred while Letter 3/Supplement W was still in  
2 effect, the 154 AE pilots shall acquire their AA seniority numbers retroactive to  
3 April 30, 2008 so that they are eligible to flow-up to AA as determined by the  
4 *Bloch* decision.”

5 57. On June 30, 2008, Arbitrator Richard I. Bloch, in Case No. FLO-  
6 0107, ruled that the right to flow-up is to be retained by Eagle CJ Captains who,  
7 prior to May 1, 2008, completed IOE and received AA seniority numbers.  
8 Arbitrator Bloch’s ruling was made pursuant to dispute resolution and arbitration  
9 provisions in Paragraph VI of the Flow-Through Agreement. Both AAL and APA  
10 were parties to this arbitration.

11 58. The decision by Arbitrator Bloch alleged in Paragraph 57 hereof is the  
12 “*Bloch* decision” referred to by Arbitrator LaRocco in the language quoted in  
13 Paragraph 56 hereof.

14 59. APA has regularly and repeatedly acted against the interests of the  
15 FTPs as to their terms and conditions of employment at AAL. APA has acted to  
16 advance the interests of other pilot groups as to the terms and conditions of  
17 employment at AAL for these other pilot groups over the interests of the FTPs,  
18 contrary to the interests of the FTPs and without taking account of the interests of  
19 the FTPs.

20 60. Among other things:

21 a. APA and AAL agreed to give TWA-LLC pilots, including the TWA-  
22 LLC Staplees, the right to flow-down to American Eagle and displace  
23 FTPs still flying at American Eagle. But for this agreement, the  
24 TWA-LLC pilots had no right to flow-down to American Eagle.

25 b. APA agreed with AAL to have TWA-LLC Staplees, who were below  
26 FTPs on the AAL pilot seniority list, placed into new-hire classes  
27 beginning in June 2007 ahead of FTPs with superior AAL  
28 Occupational seniority numbers.



1 c. After FTPs had been excluded from new-hire positions at AAL to  
2 which they were entitled under Arbitrator LaRocco's May 11, 2007  
3 decision, APA urged that AAL seniority numbers for FTPs should be  
4 forfeited for FTPs who had not begun working for AAL before May  
5 2008.

6 d. Used arbitration proceedings under the Flow-Through Agreement in  
7 Case No. FLO-0108 to eliminate the right of FTPs to flow-up to AAL  
8 pursuant to the provisions of Paragraph III of the Flow-Through  
9 Agreement and as established by the decisions of Arbitrator LaRocco  
10 and Arbitrator Bloch alleged in Paragraphs 55, 56 and 57, as more  
11 specifically alleged in Paragraphs 61 through 71 below.

12 **3. Protecting the advantages TWA-LLC Staplees**  
13 **received because of the violations of the FTPs**  
14 **rights under the Flow-Through Agreement.**

15 61. In connection with remedy proceedings arising from arbitration  
16 decisions finding that FTPs were entitled to attend AAL new hire classes  
17 beginning in June 2007 and had been denied such positions, in particular  
18 Arbitration No. FLO-0108 before Arbitrator George Nicolau, AAL and APA  
19 entered into an agreement providing that Arbitrator Nicolau would issue a remedy  
20 award that was adverse to the interests of the FTPs who should have been awarded  
21 positions ahead of TWA-LLC Staplees who obtained those positions and deprived  
22 FTPs of their existing priority in hiring for future positions, including the rights  
23 established in the decisions of Arbitrator LaRocco and Arbitrator Bloch alleged in  
24 Paragraphs 55, 56 and 57 hereof.

25 62. This agreement favored the interests of TWA-LLC Staplees over  
26 FTPs. In particular, APA and AAL agreed that (a) only 35 of the 244 FTPs whose  
27 rights had been violated would be given priority for positions at AAL, (b) 83  
28 TWA-LLC Staplees who had been hired in violation of the Flow-Through

1 Agreement but who had been laid off during the remedy hearings would be  
2 allowed to return to AAL ahead of the remaining FTPs, (c) 286 FTPs (out of 527  
3 FTPs) would be required to execute an irrevocable choice whether to take a  
4 position at AAL before any such position was available for them, (d) all future  
5 flow-up to AAL when new positions became available would be based solely on  
6 AAL seniority numbers and (e) that no pension years-of-service credits would be  
7 given FTPs for the time they were wrongly withheld from positions at AAL.

8 63. In making the agreements alleged in Paragraph 62, APA and AAL  
9 understood and agreed that these agreements changed the terms of the Flow-  
10 Through Agreement and impaired and abrogated the FTPs rights under the Flow-  
11 Through Agreement, including (a) subordinating and abrogating the FTPs' rights  
12 to jobs they had been denied to the interests of TWA-LLC pilots, (b) changing the  
13 future flow-up from the priorities in hiring provided in the Flow-Through  
14 Agreement in Paragraphs III.A. and III.D and (c) changing and abrogating the  
15 rights of FTPs established in the arbitration decisions alleged in Paragraphs 55, 56  
16 and 57 hereof.

17 64. Section 24.F. of the collective bargaining agreement between APA  
18 and AAL in effect at the time of the agreements alleged in Paragraphs 62 and 63  
19 provided: "It is understood and agreed that the rights of any pilot covered by this  
20 Agreement shall not be abrogated in any way by the provisions of any other labor  
21 agreement and no such pilot shall be permitted to accrue rights in abrogation of the  
22 terms of this Agreement."

23 65. The agreements and changes alleged in Paragraphs 62 and 63  
24 abrogated the rights of FTPs covered by the APA/AAL collective bargaining  
25 agreement and permitted the TWA-LLC Staplees to accrue rights to positions at  
26 AAL contrary to the terms of the Flow-Through Agreement that was a part of the  
27 APA/AAL collective bargaining agreement as Supplement W.

28

1           66.    APA's and AAL's agreements alleged in Paragraphs 62 and 63  
2 violated Section 24.F of the collective bargaining agreement between APA and  
3 AAL in effect at the time of the agreements alleged in Paragraphs 62 and 63.

4           67.    Plaintiffs are informed and believe, and thereon allege, that APA,  
5 AAL, American Eagle and ALPA:

6           a.    Agreed to conceal, and have concealed to date and in connection with  
7 the Seniority List Integration (SLI) process alleged in Paragraphs 80  
8 through 109 herein below, the fact that the remedy in FLO-0108 was  
9 in fact a negotiated agreement modifying the terms of the Flow-  
10 Through Agreement and violating the existing contractual and other  
11 rights and career expectations of FTPs.

12           b.    Agreed to have the arbitrator issue the agreements alleged in  
13 Paragraphs 62 and 63 as if these agreements were an arbitration  
14 decision by a neutral arbitrator rather than a negotiated agreement in  
15 order to obtain favorable and limited judicial review of the terms of  
16 the agreements alleged in Paragraphs 62 and 63.

17           c.    Agreed to have the arbitrator issue the agreements alleged in  
18 Paragraphs 62 and 63 as if these agreements were an arbitration  
19 decision by a neutral arbitrator in order to avoid claims that APA or  
20 ALPA had breached their duty of fair representation and that AAL  
21 and American Eagle had colluded with or APA and ALPA in such  
22 breaches of duty.

23           d.    Agreed to conceal the fact that the arbitration award was based on the  
24 agreement of the parties, rather than a decision by the arbitrator, in  
25 order to avoid claims (i) that this agreement breached the duty of fair  
26 representation APA and ALPA owed their members by agreeing to  
27 the terms alleged in Paragraphs 62 and 63, (ii) that APA, ALPA, AAL  
28 and American Eagle were jointly agreeing to and colluding in

1 violations of APA's and ALPA's duty of fair representation, (iii) that  
2 the agreements alleged in Paragraphs 62 and 63 abrogated the rights  
3 of FTPs contrary to the terms of the APA/AAL collective bargaining  
4 agreement alleged in Paragraph 64, and (iv) that APA, ALPA and  
5 AAL had jointly agreed to and colluded in depriving FTPs of the  
6 flow-up rights established in previous arbitrations including those  
7 rights established by the arbitrations as alleged in Paragraphs 35, 55,  
8 56, 57 and 58.

9 68. Following the agreements alleged in Paragraph 62, 63, 65 and 67, on  
10 April 9, 2010, Arbitrator Nicolau issued a remedy award in Case No. FLO-0108  
11 that incorporated the terms the parties had agreed upon as alleged in Paragraphs 62  
12 and 63.

13 69. In issuing the remedy award alleged in Paragraph 68, Arbitrator  
14 Nicolau stated: "the Award that follows is my Award; it does not represent the  
15 'agreement' of any of the four parties."

16 70. The statement by Arbitrator Nicolau alleged in Paragraph 69 was false  
17 and was known to be false by Arbitrator Nicolau when he made it and was known  
18 to be false by APA and AAL when it was made.

19 71. The statement by Arbitrator Nicolau alleged in Paragraph 69 was  
20 intended by Arbitrator Nicolau, APA and AAL to be misleading and to allow APA,  
21 ALPA and AAL to benefit from the limited judicial review applicable to  
22 arbitration awards under the RLA, and avoid claims that APA or ALPA breached  
23 their duty of fair representation, or APA, ALPA and APA colluded with other  
24 parties in such breaches, and to avoid claims that APA, ALPA and AAL breached  
25 the Flow-Through Agreement or collective bargaining agreements, or colluded  
26 with other parties in such breaches.

27 72. Plaintiffs are informed and believe, and thereon allege, that APA and  
28 ALPA agreed to the terms alleged in Paragraphs 62 and 63, and to the concealment

1 of such agreements as alleged in Paragraph 67, for reasons including: (a) ALPA  
2 obtained new benefits for other pilots at American Eagle, at the expense of the  
3 interests and rights of the FTPs, that would allow these other pilots a new right to  
4 jobs at AAL that they no longer had because of the expiration of the Flow-Through  
5 Agreement and (b) APA ensured that the TWA-LLC Staplees would be given new  
6 positions at AAL ahead of FTPs on the AAL seniority list that the TWA-LLC  
7 Staplees would not have obtained if AAL complied with the provisions of Section  
8 III of the Flow-Through Agreement and the rights of FTPs established by the  
9 arbitration decisions alleged in Paragraphs 55, 56 and 57.

10 73. Plaintiffs are informed and believe, and thereon allege, that AAL and  
11 American Eagle agreed to the terms alleged in Paragraphs 62 and 63, and to the  
12 concealment of such agreements as alleged in Paragraph 67, for reasons including:  
13 (a) AAL avoided a full make-whole remedy for FTPs whose rights under the Flow-  
14 Through Agreement had been violated, in particular avoiding compensating FTPs  
15 for the pension years-of-service credits that the FTPs would have accrued had they  
16 not been wrongfully withheld from positions at AAL and (b) American Eagle and  
17 AMR kept FTPs flying at American Eagle and avoided or delayed the costs and  
18 expenses incurred in training and other costs that result when senior pilots like the  
19 FTPs move to AAL.

20 74. But for the actions of APA favoring the TWA-LLC Staplees, FTPs  
21 would have received positions at AAL ahead of the majority of TWA-LLC  
22 Staplees. Plaintiffs are informed and believe, and thereon allege that, but for  
23 APA's and AAL's actions in having TWA-LLC Staplees hired before FTPs  
24 starting in 2007 and in negotiating the terms alleged in Paragraphs 62 and 63, (a)  
25 all FTPs with AAL seniority numbers ahead of the least senior TWA-LLC Staplee  
26 would have been working at AAL before the end of 2009 and (b) the remaining  
27 FTPs with occupational seniority date of April 30, 2008, would have been working  
28 at AAL on or before the end of 2010.

1                   **4. Favoring the TWA pilots in the Equity**  
2                   **Distribution process and adopting rules**  
3                   **targeting and disfavoring FTPs.**

4           75. Because of modifications to the collective bargaining agreement made  
5 as a result of a bankruptcy filing by AAL, APA and AAL agreed that APA would  
6 receive, for distribution to pilots, a part of the equity AAL distributed to unsecured  
7 creditors after reorganization in bankruptcy. Thereafter, APA received such an  
8 equity distribution from AAL.

9           76. To distribute the equity received by APA alleged in paragraph 75,  
10 APA formed an Equity Distribution Committee (“EDC”).

11           77. In formulating a plan for equity distribution, the EDC set  
12 qualifications and a methodology that (a) excluded FTPs with American seniority  
13 numbers who had not yet flowed-up to AAL from certain parts of the equity  
14 distribution benefits even if they eventually flowed-up to AAL before the cut-off  
15 date; and (b) excluded FTPs still at Eagle from all benefits if they did not flow-up  
16 before August 1, 2013.

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

22           79. The EDC adjusted benefits for TWA-LLC pilots and created a special  
23 model for them to increase the TWA-LLC pilots’ payout purportedly based on the  
24 circumstances under which the TWA-LLC pilots came to American and under  
25 principles of general fairness. APA did not make similar efforts to account for the  
26 particular circumstances of FTPs or to make adjustments based on fairness for the  
27 FTPs. The EDC credited TWA-LLC pilots with years of service for pension  
28 accrual before the TWA-LLC pilots began flying for American, but credited FTPs

1 with years of service credit only from the point the FTPs began flying for  
2 American and notwithstanding the fact that the delay in FTPs moving to American  
3 was caused by APA’s favoritism of TWA-LLC pilots and violations of the Flow-  
4 Through Agreement.

5 **II. THE SENIORITY LIST INTEGRATION WITH PILOTS FROM US**  
6 **AIRWAYS.**

7 **A. AAL’s acquisition of US Airways and the**  
8 **Seniority List Integration Process.**

9 80. In about 2013, AAL purchased the assets of US Airways (“USAir”).

10 81. The purchase of USAir’s assets invoked the requirements of the  
11 McCaskill-Bond amendment (“McCaskill-Bond”) to the Federal Aviation Act, 49  
12 U.S.C. § 42112 note. McCaskill-Bond requires carriers to observe sections 3 and  
13 13 of the labor-protective provisions (“LPPs”) imposed by the Civil Aeronautics  
14 Board (CEB) in the Allegheny-Mohawk merger.

15 82. Section 3 of the Allegheny-Mohawk LPPs establishes that seniority  
16 integration shall be fair and equitable, as follows:

17 Insofar as the merger affects the seniority rights of the  
18 carriers' employees, provisions shall be made for the  
19 integration of seniority lists in a fair and equitable  
20 manner . . . .

21 83. Section 13 of the Allegheny-Mohawk LPPs requires arbitration if the  
22 parties cannot agree on an integrated seniority list.

23 84. The fair and equitable standard under McCaskill-Bond is based on an  
24 evaluation of the affected pilot groups’ reasonable pre-merger career expectations.

25 85. At all material times, APA and AAPSIC understood that the fair and  
26 equitable standard under McCaskill-Bond includes the following factors:

27 a. The integrated seniority list must be constructed to reflect those pre-  
28 merger expectations; to share the future “upside” and “downside” in a

1 manner consistent with those pre-merger expectations; and to avoid  
2 undue windfalls to one pre-merger group.

- 3 b. Seniority for purposes of constructing an integrated seniority list is  
4 based on the bidding power it confers on the pilot within a particular  
5 system.
- 6 c. Pre-merger jobs in different categories or statuses may be comparable  
7 in weighing premerger expectations and constructing a fair and  
8 equitable integrated seniority list.
- 9 d. An integrated seniority list must recognize that the career path of a  
10 commercial airline pilot typically traces an onward and upward  
11 trajectory: Beginning as a new-hire regional First Officer, under  
12 regional terms and conditions of employment; progressing to regional  
13 Captain; starting over as a new-hire First Officer at a mainline carrier,  
14 under mainline terms and conditions of employment; and progressing,  
15 finally, to mainline Captain.
- 16 e. Every seniority integration proceeding is unique and turns on its own  
17 facts.

18 86. At all material times, APA and AAPSIC understood that (a) the  
19 normal career trajectory of pilots at American Eagle had, prior to the Flow-  
20 Through Agreement, been adversely impacted because AAL appeared normally  
21 disinclined to hire American Eagle pilots because of consequent, costly training  
22 cycles triggered at American Eagle when senior pilots left American Eagle and (b)  
23 the Flow-Through Agreement was intended to overcome the disinclination of  
24 AAL to hire pilots from American Eagle and give American Eagle regional jet  
25 captains a right to be hired at AAL.

26 87. In connection with the USAir purchase, APA and pilot groups from  
27 USAir created a process to develop a new integrated AAL pilot seniority list,  
28 herein "ISL." The process of developing a new integrated seniority list is known



1 as “seniority list integration” or “SLI.” The SLI issues as to AAL and USAir were  
2 submitted to arbitration. APA, acting through AAPSIC, was a party to the SLI  
3 arbitration. AAL was a party to the SLI arbitration. Committees of pilots from  
4 USAir were also parties to the SLI arbitration.

5 88. AAL will be bound by and will use the resulting integrated seniority  
6 list for purposes of hiring, furlough, pay, benefits and employment opportunities at  
7 AAL.

8 **B. APA Refuses To Represent The Interests Of**  
9 **FTPs In The SLI Process And Refuses To**  
10 **Provide FTPs Explanations Of Its Positions.**

11 89. Prior to the start of the SLI process, Plaintiff AAFTPC requested that  
12 it be allowed to participate in the SLI process as an interested party. APA refused  
13 this request. APA asserted that it would represent the interests of the FTPs in  
14 connection with the SLI process and related arbitration.

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

18 91. The interests of AAL pilots in the SLI arbitration were delegated by  
19 APA to a committee known as the American Airlines Pilot Seniority Integration  
20 Committee or AAPSIC. At all material times, AAPSIC acted as an agent of APA.

21 92. In connection with the SLI process, Plaintiffs are informed and  
22 believe, and thereon allege, that: (a) APA or AAPSIC entered into a stipulation  
23 that service at regional affiliated airlines (including American Eagle) would not be  
24 counted for purposes of longevity in integrating seniority and (b) this stipulation  
25 harmed the FTPs disproportionately to any other group of pilots on the proposed  
26 integrated seniority list, including benefitting TWA-LLC Staplees who were hired  
27 in 2007 in new hire classes instead of the FTPs and thereby had obtained additional  
28 longevity at AAL in positions that should have been offered to FTPs.

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

- 5 a. Putting FTPs in the same tier with the USAir pilots with the lowest  
6 seniority at USAir and by placing all pilots hired post-2007 at the  
7 bottom of the integrated seniority list.
- 8 b. Putting a group of approximately 755 USAir pilots ahead of  
9 approximately 124 of the FTPs who were the least-senior FTPs on the  
10 integrated seniority list. APA's proposal put the TWA-LLC Staplees  
11 ahead of these 755 USAir pilots on the integrated seniority list.  
12 These 124 FTPs consist of the 154 FTPs remaining in active flying  
13 who were awarded AAL seniority numbers because of APA's and  
14 AAL's agreement to hire TWC-LLC Staplees for new hire classes  
15 ahead of the FTPs.

16 94. No other AAL pilots, including TWA-LLC pilots, were adversely  
17 affected by the insertions of US Airways pilots alleged in paragraph 90 or the  
18 methodology used by APA or AAPSIC in developing its proposed integrated  
19 seniority list. The use of a post-2007 date adversely affected FTPs only and, in  
20 particular, adversely affected the FTPs who were awarded seniority numbers  
21 because of the violations of the Flow-Through Agreement.

22 95. AAPSIC did not offer a reasonable or rational reason to select a post-  
23 2007 date, as alleged in Paragraph 93(a).

- 24 a. AAPSIC asserted that the post-2007 date was based on the date new  
25 pilots were hired by USAir after the date the merger of US Airways  
26 and America West Airlines was announced in 2005. This was a date  
27 new pilots hired by USAir would have known that their placement on  
28 a US Airways seniority list would be affected by the US Airways and

1 America West Airlines merger. This date is generally referred to as a  
2 “Constructive Notice Date” and pilots hired after that date are known  
3 as “Constructive Notice Pilots.”

4 b. The Constructive Notice Date for the USAir / America West Airlines  
5 merger was May 19, 2005. The Constructive Notice Date for the  
6 AAL/USAir merger was December 9, 2013.

7 c. The Constructive Notice Date for the US Airways and America West  
8 Airlines merger has no relationship to the AAL/USAir merger,  
9 seniority issues for AAL pilots or the Constructive Notice Date for the  
10 AAL/USAir merger.

11 d. The Post-2007 date has no relationship to any Constructive Notice  
12 Date or any group of Constructive Notice Pilots. The Post-2007 date  
13 only has the effect of harming the seniority position of FTPs and  
14 protecting the seniority position of other AAL pilots, in particular the  
15 TWA-LLC Staplees.

16 96. On June 25, 2015, by letter of that date, Plaintiff AAFTPC, on behalf  
17 of all FTPs, asked AAPSIC to explain its positions and the reasons for its positions  
18 alleged in Paragraphs 92 and 93. In response, AAPSIC stated that it had  
19 withdrawn its positions. AAPSIC explained that it had not credited longevity at  
20 American Eagle because only mainline longevity has been credited in previous  
21 arbitrations involving other carriers.

22 97. AASPIC’s position alleged in Paragraph 96 was inconsistent with  
23 AASPIC’s understanding of the factors on which an integrated seniority list should  
24 be based, as alleged in Paragraphs 84 and 85, and , in particular and in addition:

25 a. Did not take into account the relationship between AAL and  
26 American Eagle and AMR’s control over both airlines’ labor policies  
27 and equipment.  
28



1 i. Made the fact that American Eagle was a corporate subsidiary of  
2 AMR more significant for the FTPs than their pre-merger career  
3 expectations of moving to AAL under the Flow-Through Agreement,  
4 while giving effect to the career expectations of pilots flying for  
5 TWA-LLC in moving to AAL under Supplement CC notwithstanding  
6 that TWA-LLC was a corporate subsidiary of AMR.

7 98. On or about September 2015, AAPSIC and the other participants in  
8 the SLI process submitted revised statements of position as to how the integrated  
9 seniority list should be constructed. AAPSIC's submission changed some of its  
10 previous position from its prior submissions, including the positions alleged in  
11 Paragraph 93. AAPSIC's submission did not indicate whether or not service at  
12 American Eagle by FTPs should or should not be included in a longevity factor  
13 that the arbitrators might use. The other participants in the SLI process urged that  
14 longevity should be a factor in the resulting seniority list; AAPSIC took the  
15 position that longevity should not be a factor.

16 99. At all material times in the SLI arbitration, AAPSIC held the position  
17 that, if longevity was a factor, time flying at American Eagle should not be  
18 included as part of longevity because American Eagle was not a mainline carrier.  
19 After the September 2015 submissions, AAPSIC stated this this position in writing  
20 in its post-hearing closing brief submitted on or about March 28, 2016, in which  
21 AAPSIC stated, among other things: "The Board should credit only seniority  
22 accumulated in the carriers' mainline operations".

23 100. On October 9, 2015, by letter of that date, Plaintiff AAFTPC, on  
24 behalf of all FTPs, requested additional information on AAPSIC's positions in the  
25 SLI arbitration. In particular:

26 a. Plaintiff AAFTPC requested that AAPSIC explain the reasons for its  
27 change of positions as alleged in Paragraph 96.  
28

- 1           b. Plaintiff AAFTPC requested AAPSIC to explain how it intended to  
2           address the longevity arguments made by the other participants and  
3           whether AAPSIC agreed that service at regional carriers should be  
4           excluded.
- 5           c. Plaintiff AAFTPC asked if AAPSIC was prepared to make a stand  
6           that the longevity for purposes of an integrated seniority list includes  
7           time flying as an Eagle Captain under the terms of the Flow-Through  
8           Agreement, noted that there was overwhelming evidence to support  
9           the position that the time a FTP was flying as a Captain at Eagle  
10          should be viewed as de-facto “mainline time” for the purposes of  
11          longevity, and describing that evidence.
- 12          d. Plaintiff AAFTPC stated the concern that AAPSIC was listing no  
13          witnesses that could address the factual issue that the time a FTP was  
14          flying as a Captain at Eagle should be viewed as de-facto “mainline  
15          time” for the purposes of longevity.
- 16          e. Plaintiff AAFTPC further asked if AAPSIC would be presenting  
17          evidence to support the FTPs’ contention that any longevity that might  
18          be used should include service at American Eagle and, if not, what  
19          was AAPSIC’s explanation for not presenting such evidence.

20          101. AAPSIC did not respond to Plaintiff AAFTPC’s letter of October 9,  
21          2015.

22          102. Plaintiff AAFTPC sent a letter to AAPSIC on December 21, 2015  
23          asking for a response to the matters stated in the October 9, 2015 letter. Plaintiff  
24          AAPSIC’s December 21, 2015 letter:

- 25               a. Noted that the other merger committees had proposed longevity  
26               factors for the ISL.

27  
28

- 1           b.     Stated that, because the other committees proposed longevity as a  
2                     factor, “there is a significant possibility that a longevity factor will be  
3                     used in a final seniority list.”
- 4           c.     Discussed the various longevity proposals submitted by the other  
5                     merger committees and how those proposals, including use of  
6                     longevity as a factor, harmed FTPs.
- 7           d.     Noted, in particular, “the 154 FTPs who were awarded seniority dates  
8                     of April 30, 2008 in the FL0-0903 arbitration are put at the bottom of  
9                     the resulting West proposed seniority list” and “[i]n effect, these  
10                    FTPs have entirely lost the benefit of the seniority date awarded in the  
11                    FL0-0903 arbitration.”
- 12          f.     Noted that the two USAir merger committees proposed that Captains  
13                     and First Officers flying regional jet equipment at USAir would be  
14                     credited for longevity for that time flying regional jet equipment while  
15                     American Eagle Captains flying similar regional jets would not get  
16                     longevity credit for their time flying regional jet equipment, and stated  
17                     “[t]here is no logical basis for making that distinction.”
- 18          g.     Stated again that it was important for APSIC to present argument and  
19                     evidence that excluding time at American Eagle would be arbitrary  
20                     and inequitable in this case, particularly were the other committees  
21                     were urging that longevity be a factor in the integrated seniority list.

22           103.    On January 7, 2016, AAPSIC responded stating that, because  
23                    Plaintiffs had instituted litigation against APA for breach of the duty of fair  
24                    representation, it would not respond to the matters raised in the October 9 or  
25                    December 21 letters and would not provide the information requested.

26           104.    After January 7, 2016, AAPSIC submitted additional evidence and  
27                    argument in the SLI arbitration. AAPSIC did not present any evidence or  
28                    argument in support of including time at American Eagle in any longevity factor

1 that might be used and continued to assert that time at American Eagle should be  
2 excluded from any longevity factor because American Eagle was not a mainline  
3 carrier. Instead, AAPSIC stated that time at American Eagle should be excluded  
4 because it was not time flying at a “mainline” carrier.

5 **C. The SLI Decision Uses Longevity As A Factor,**  
6 **Excludes Time At American Eagle And Fails To**  
7 **Account For The Delay In Working For AAL**  
8 **Arising From The Violations Of The Flow-**  
9 **Through Agreement.**

10 105. On September 6, 2016, the arbitrators in the SLI proceeding issued a  
11 decision and an ISL. The arbitration decision purports to apply McCaskill-Bond  
12 and to integrate seniority on a fair and equitable basis, and, in that regard,  
13 expressly relies on factors relating to the career expectations of the various pilots  
14 and pilot groups.

15 106. In the award and ISL, longevity was included as a factor in placement  
16 on the ISL.

17 107. In determining longevity, the arbitrators excluded all time working at  
18 Eagle, including time FTPs worked at Eagle after receiving seniority numbers at  
19 AAL.

20 108. In rejecting including time flying at Eagle as RJ Captains as part of  
21 longevity, the arbitrators asserted that time flying at American Eagle was “non-  
22 mainline service.” At the same time, the arbitrators counted for longevity time  
23 flying at USAir for pilots flying as First Officers or Captains of regional jets flown  
24 by USAir that were, in all material respects, the same as the regional jets flown by  
25 the FTPs at Eagle.

26 109. Because time at American Eagle as was not included as part of the  
27 longevity factor that was used, the ISL is inequitable and unfair to FTPs and does  
28 not fairly preserve their career expectations at AAL. Among other things:



- 1 a. FTPs had rights and expectations under the Flow-Through Agreement  
2 that their careers including flying at AAL and flying the larger aircraft  
3 associated with the domestic and international routes AAL flew.
- 4 b. USAir pilots who were only First Officers on regional jets at USAir  
5 have been consistently placed above FTPs who were Captains on  
6 regional jets at Eagle and had many more years of experience than the  
7 USAir pilots.
- 8 c. The exclusion of time at American Eagle perpetuated the effects of  
9 prior discrimination against FTPs, previous violations of the Flow-  
10 Through Agreement and the previous breaches of duty, breaches of  
11 contract and collusion to deprive FTPs of rights established under the  
12 Flow-Through Agreement. (i) FTPs lost time they would have been  
13 flying at AAL and time included in the longevity factor because  
14 TWA-LLC Staplees were hired, and kept in, positions at AAL that  
15 should have gone to FTPs. (ii) TWA-LLC Staplees retained the  
16 advantage of the time they worked at AAL after being placed in new  
17 hire positions in violation of the Flow-Through Agreement and had  
18 this time included in the longevity factor. (iii) The FTPs, who were  
19 held back at American Eagle until all TWA-LLC Staplees were given  
20 positions at AAL, lost years of service at AAL that would have been  
21 included in the longevity factor but for the violations of the Flow-  
22 Through Agreement that occurred and but for APA's actions in  
23 connection with the remedy in FLO-0108, alleged in Paragraphs 61  
24 through 74.
- 25 d. The refusal to credit time at American Eagle flying as a regional jet  
26 captain because American Eagle is not a mainline carrier failed to  
27 account for FTPs career expectations and relied on assumptions that  
28 were unjustified and unsupported by facts. (i) There is no meaningful

1 distinction between flying a regional jet at USAir, included in  
2 longevity, and flying a regional jet at Eagle, excluded from longevity;  
3 (ii) There is no meaningful distinction between flying as a Captain on  
4 a regional jet at American Eagle, excluded from longevity, and flying  
5 as a First Officer on small mainline jets at AAL or USAir, included in  
6 longevity. (iii) The career expectations of a regional jet Captain at  
7 American Eagle were equivalent or superior to the career expectations  
8 of a Captain or First Office on a regional and on a non-regional jet,  
9 including jets flown at USAir; (iv) The career expectations for FTPs  
10 in flying at AAL were established and defined by the Flow-Through  
11 Agreement and the FTPs placement on the AAL seniority list and  
12 occupational seniority number; (v) Time spent at Eagle following the  
13 execution of the Flow-Through Agreement was an integral part of  
14 FTPs career expectations to advance to future positions at AAL; and  
15 (vi) Pilots at other non-mainline carriers did not have guaranteed  
16 expectations of advancement to flying for a mainline that were similar  
17 to the rights of FTPs to jobs at AAL.

18 110. There is a dispute between Plaintiffs and the Class, on the one hand,  
19 and APA and AAL, on the other hand, as to the ISL. This dispute includes  
20 whether the ISL is fair and equitable, whether the ISL was created in a fair and  
21 equitable manner and whether the SLI process fairly represented and took account  
22 of the interests of the FTPs. A declaration, whether the ISL is fair and equitable,  
23 whether the ISL was created in a fair and equitable manner and whether the SLI  
24 process was fair and equitable in presenting and considering the interests of the  
25 FTPs, is necessary so the parties can conform their conduct and use of the ISL to  
26 the law and to prevent further violations of rights should the Court determine that  
27 the ISL was not created in a fair and equitable manner.

28

**FIRST CLAIM FOR RELIEF**

**(Breach of Duty of Fair Representation (Seniority List Integration Process)  
[Against APA and Against AAL For Collusion In Breach of Duty and For  
Purposes of Remedy]**

111. Plaintiffs incorporate the allegations in Paragraphs 1 through 110 hereof as if fully set forth in this Claim for Relief.

112. APA has had a duty of fair representation towards the FTPs as to their terms and conditions of employment with AAL, including representing the interests of FTPs in the SLI process and in the ISL. This duty arose when FTPs obtained AAL seniority numbers on the AAL pilot seniority list and existed at all times throughout the SLI process alleged herein.

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

114. By the acts alleged herein in connection with the SLI process, APA has acted arbitrarily, discriminatorily and in bad faith towards the FTPs, plaintiffs, the members of plaintiff AAFTPC and the Proposed Class by: (a) stipulating and agreeing that service at American Eagle will not be counted for purposes of the factor of longevity in the SLI process and failing to provide plaintiffs a copy of the stipulation; (b) proposing placement of FTPs on an integrated seniority list for reasons that are arbitrary; (c) proposing placement of FTPs on an integrated seniority list for the purpose of or with the effect of favoring TWA-LLC Staplees and US Airways pilots over FTPs and reducing the future employment opportunities at AAL for FTPs and enhancing the future employment opportunities at AAL for TWA-LLC Staplees and US Airways pilots; (d) refusing to present evidence in support of including service at American Eagle as part of any longevity factor used for an integrated seniority list; (e) asserting and agreeing that longevity should only include service at a mainline carrier; (f) refusing to provide

1 information to FTPs as to APA's positions in the SLI proceedings; and (g) refusing  
2 to respond to requests for information and to take action in the SLI process because  
3 of, and in retaliation for, the filing of a legal action against APA alleging breach of  
4 its duty of fair representation owed to the FTPs.

5 115. In addition to the actions alleged in Paragraph 114, AAPSIC 's and  
6 APA's position that only mainline service should be used in a longevity factor was  
7 arbitrary, discriminatory and taken in bad faith as to plaintiffs, the members of  
8 plaintiff AAFTPC and the Proposed Class and resulted in an unfair and inequitable  
9 merger of seniority for the following reasons, in addition to those alleged in  
10 Paragraph 114:

- 11 a. APA's and AAPIC's position was contrary to and inconsistent with  
12 APA's and AASPIC's understanding of the factors on which an  
13 integrated seniority list should be based, as alleged in Paragraphs 84  
14 and 85, and was arbitrary, unreasonable and inconsistent with APA's  
15 previous positions, assertions and understandings, as more fully  
16 alleged in Paragraph 97.
- 17 b. APA's and AAPIC's position perpetuated APA's prior arbitrary  
18 conduct, bad faith actions and discrimination against FTPs, including  
19 the violations of the Flow-Through Agreement alleged in Paragraphs  
20 55 through 58 and the breaches of the duty of fair representation and  
21 collusion in breaches of duty of fair representation and breach of  
22 contract alleged in Paragraphs 61 through 74, that had put TWA-LLC  
23 Staplees ahead of FTPs in moving to AAL and resulted in FTPs not  
24 accruing longevity at AAL for the time they should have been, but  
25 were not, in positions at AAL because of APA's actions and collusion  
26 with AAL and others.

1           116. By the acts alleged in Paragraphs 114 and 115, APA has breached its  
2 duty of fair representation owed to plaintiffs, the members of plaintiff AAFTPC  
3 and the Proposed Class.

4           117. As a result of APA's and AAPSIC's actions alleged herein, the ISL  
5 does not fairly and equitably integrate the FTPs in placing them into positions on  
6 the ISL. Because of the breach of duty of fair representation alleged herein,  
7 plaintiffs, the members of plaintiff AAFTPC and the Proposed Class (a) have had  
8 their positions on the ISL seniority list adversely affected, (b) will suffer lost or  
9 reduced employment opportunities, (c) may suffer loss of income associated with  
10 lost employment opportunities and (d) have accrued and continue to accrue the  
11 costs of attorneys' fees incurred in establishing the breaches of duty by APA and  
12 attempting to mitigate the harms caused by APA's breach of duty.

13           118. AAL colluded with APA and ALPA in the actions alleged in  
14 Paragraphs 62, 63 and 67, and by reason of such collusion adversely affected the  
15 placement of FTPs on the ISL because of the longevity factor used by the  
16 arbitrators in the SLI process in the resulting decision and ISL. But for AAL's  
17 actions, those FTPs whose movement to AAL was placed behind the movement of  
18 TWA-LLC Staplees to AAL, as alleged in Paragraph 74, would have received  
19 greater longevity under the standards used by the SLI arbitrators than they  
20 received. As a result of APA's collusion with APA and ALPA, those FTPs whose  
21 movement to AAL was delayed have suffered loss and damages as a result of  
22 APA's collusion, including the losses and damages alleged in Paragraph 117.

23           119. Monetary damages cannot fully compensate plaintiffs and the  
24 Proposed Class for the losses alleged herein and therefore plaintiffs request: (a) a  
25 declaration that APA has breached its duty of fair representation owed to the FTPs  
26 in connection with the SLI process; (b) a declaration that the ISL is unfair and  
27 inequitable as to the FTPs, that the ISL was created in an unfair and inequitable  
28 manner and that the SLI process was unfair and inequitable in presenting and

1 considering the interests of the FTPs; (c) an injunction prohibiting APA or AAL  
2 from using the ISL in the future; and (d) an injunction requiring APA and AAL to  
3 create a new integrated seniority list that includes time spent at American Eagle as  
4 part of the longevity factor in creating the integrated seniority list.

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

6 **SECOND CLAIM FOR RELIEF**

7 **(Violation of McCaskill-Bond Amendment)**

8 **[Against All Defendants]**

9 120. Plaintiffs incorporate the allegations in Paragraphs 1 through 110  
10 hereof as if fully set forth in this Claim for Relief.

11 121. The McCaskill-Bond amendment to the Federal Aviation Act, 49  
12 U.S.C. § 42112 note (“McCaskill-Bond”), requires that seniority lists of carriers  
13 involved in a merger be integrated in a fair and equitable manner.

14 122. The integration of seniority lists of AAL and USAir is subject to  
15 McCaskill-Bond.

16 123. The seniority lists of AAL and USAir were not integrated in a fair and  
17 equitable manner and the ISL is not a fair and equitable integration of seniority, for  
18 reasons alleged in this action and including the following:

- 19 a. APA, through AAPSIC acting as its agent, breached its duty of fair  
20 representation of the of the FTPs in connection with the SLI process  
21 and arbitration by the acts alleged in Paragraphs 114 and 115 and, in  
22 particular, by: (i) refusing to allow the FTPs to have separate  
23 representation in the process; (ii) presenting proposals that directly  
24 harmed the interests of FTPs that were not based on any relevant fact  
25 or factors; (iii) refusing to explain the basis for its proposals; (iv)  
26 refusing to present evidence favorable to the interests of the FTPs and  
27 refusing to explain why it would not do so; (v) adopting positions,  
28 including exclusion of time at American Eagle from longevity, that

1 harmed the interests of FTPs without discussion or consultation with  
2 the FTPs; (vi) adopting positions, including exclusion of time at  
3 American Eagle from longevity, that favored the interests of the  
4 TWA-LLC pilots and perpetuated the adverse effects of APA's prior  
5 favoritism of the TWA-LLC pilots, the violations of the Flow-  
6 Through Agreement and collusion with AAL and others to conceal  
7 further violations of the Flow-Through Agreement, the collective  
8 bargaining agreement and the rights of FTPs; and (vii) refusing to  
9 represent the interests of the FTPs, or provide explanations for its  
10 actions or positions, in retaliation for FTPs institution of litigation  
11 alleging a breach of APA's duty of fair representation.

- 12 b. The SLI process did not result in an ISL that is fair and equitable as to  
13 the FTPs, as the ISL does not reasonably preserve the career  
14 expectations of the FTPs and relied upon arbitrary and unreasonable  
15 factors, as alleged in Paragraph 109, including in particular: (i) the  
16 ISL used a longevity factor that excluded time flying regional jets at  
17 American Eagle for FTPs, but included time flying regional jets for  
18 USAir pilots; (ii) the ISL excluded time flying regional jets at  
19 American Eagle on the basis that this was not "mainline" flying  
20 notwithstanding longstanding evidence that APA/AAPSIC failed to  
21 present, and APA's own position, that the turbojet aircraft flown at  
22 American Eagle was mainline equipment and mainline flying; (iii) the  
23 ISL used a standard of career expectations that failed to account for  
24 the particular career expectations of FTPs arising from the Flow-  
25 Through Agreement; and (iv) the ISL perpetuated the effects of past  
26 discrimination against FTPs, past violations of the Flow-Through  
27 Agreement and past favoritism of TWA-LLC pilots.

28

1           124. Plaintiffs have been damaged because of the violation of the  
2 McCaskill-Bond Amendment alleged herein. Plaintiffs, the members of plaintiff  
3 AAFTPC and the Proposed Class (a) have had their positions on the ISL seniority  
4 list adversely affected, (b) will suffer reduced employment opportunities because  
5 of their adverse placement on the ISL and (c) may suffer loss of income associated  
6 with lost employment opportunities because of their adverse placement on the ISL.

7           125. AAL colluded with APA and ALPA in the actions alleged in  
8 Paragraphs 62, 63 and 67. By reason of such collusion, the ISL is not fair and not  
9 equitable. This collusion adversely affected the placement of FTPs on the ISL  
10 because of the longevity factor used by the arbitrators in the SLI process in the  
11 resulting decision and ISL. But for AAL's actions, those FTPs whose movement  
12 to AAL was placed behind the movement of TWA-LLC Staplees to AAL, as  
13 alleged in Paragraph 74, would have received greater longevity under the standards  
14 used by the SLI arbitrators then they received. As a result of APA's collusion  
15 with APA and ALPA, those FTPs whose movement to AAL was delayed have  
16 suffered loss and damages as a result of APA's collusion, including the losses and  
17 damages alleged in Paragraph 117.

18           126. Monetary damages cannot fully compensate plaintiffs and the  
19 Proposed Class for the losses alleged herein and therefore plaintiffs request: (a) a  
20 declaration that the ISL is not fair and not equitable under the McCaskill-Bond  
21 Amendment , that the ISL was created in an unfair and inequitable manner and that  
22 the SLI process was unfair and inequitable in presenting and considering the  
23 interests of the FTPs; (b) an injunction prohibiting APA or AAL from using the  
24 ISL in the future; and (c) an injunction requiring APA and AAL to create a new  
25 integrated seniority list that includes time spent at American Eagle as part of the  
26 longevity factor in creating the integrated seniority list.

27           **W H E R E F O R E**, Plaintiffs pray for relief as set forth in the Prayer.  
28



**THIRD CLAIM FOR RELIEF**

**(Violation of LMRDA)**

**[Against Defendant APA]**

127. Plaintiffs incorporate the allegations in Paragraphs 1 through 110 hereof as if fully set forth in this Claim for Relief.

128. Section 101(a)(4) of the Labor Management Reporting and Disclosure Act (“LMRDA”) (29 U.S.C. § 411(a)(4)) provides in part:

No labor organization shall limit the right of any member thereof to institute an action in any court, or in a proceeding before any administrative agency, irrespective of whether or not the labor organization or its officers are named as defendants or respondents in such action or proceeding, or the right of any member of a labor organization to appear as a witness in any judicial, administrative, or legislative proceeding, or to petition any legislature or to communicate with any legislator. . .

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

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

130. At all material times in the SLI process, AAPSIC acted as an agent of APA and APA was, at all times, aware of AAPSIC’s actions and conduct alleged herein and took no action to change AAPSIC’s actions or prevent the adverse effects of AAPSIC’s actions from occurring.

131. APA and AAPSIC interfered with the rights of Plaintiffs under Section 101(a)(4) of the LMRDA to institute legal actions by: (a) refusing to respond to requests for information as to AAPSIC’s positions in the SLI process because Plaintiffs had instituted a lawsuit against APA; (b) refusing to respond to

1 requests that AAPSIC put on evidence that any longevity factor used for an ISL  
2 include time at American Eagle because Plaintiffs had instituted a lawsuit against  
3 APA; (c) refusing to consult with or discuss issues with Plaintiff AAFTPC or any  
4 other Plaintiff because Plaintiffs had instituted a lawsuit against APA and (d)  
5 persisting in asserting in the SLI process that time at American Eagle should be  
6 excluded from any longevity factor as “non-mainline” time, even after purportedly  
7 withdrawing from the stipulation to that effect, because Plaintiffs had instituted a  
8 lawsuit against APA.

9       132. The actions by APA and AAPSIC alleged herein deprived Plaintiffs  
10 and the FTPs of an opportunity to present their position in the SLI process,  
11 including an opportunity to meet and confer with AAPSIC on issues concerning  
12 FTPs, to address errors and inconsistencies in AAPSIC’s positions, and to have  
13 AAPSIC present evidence and argument on behalf of the FTPs.

14       133. Plaintiffs’ seniority positions on the ISL were adversely affected by  
15 the actions of APA and AAPSIC alleged herein and, in particular, they would have  
16 superior seniority positions on the ISL, resulting in better employment  
17 opportunities at AAL, had time flying for American Eagle been included in the  
18 longevity factor used for constructing the ISL.

19       134. Plaintiffs have suffered damages because of their placement on the  
20 ISL due to APA and AAPSIC’s acts, including reduced employment opportunities  
21 and the increased risk of displacement from existing positions.

22       135. APA took the actions alleged herein, including the actions alleged in  
23 Paragraph 131, in bad faith and to perpetuate discrimination and injury to FTPs, in  
24 retaliation for Plaintiffs’ exercise of their legal right to bring lawsuits and for the  
25 purpose, and with the intent, of vexing, injuring and harming FTPs, of preserving  
26 the advantages APA had obtained that favored TWA-LLC Staplees and of  
27 perpetuating the effects of past discrimination and violations of the Flow-Through  
28 Agreement that had harmed FTPs and benefitted TWA-LLC Staplees.



1 (b) *On the Second Claim for Relief:* (i) a declaration that the ISL is not fair  
2 and not equitable under the McCaskill-Bond Amendment, that the ISL was  
3 created in an unfair and inequitable manner and that the SLI process was  
4 unfair and inequitable in presenting and considering the interests of the  
5 FTPs; (ii) damages resulting from improper placement on the ISL; (iii) an  
6 injunction prohibiting APA or AAL from using the ISL in the future; and  
7 (iv) an injunction requiring APA and AAL to create a new integrated  
8 seniority list that includes time spent at American Eagle as part of the  
9 longevity factor in creating the integrated seniority list; and (iv) attorneys'  
10 fees incurred in establishing that ISL was created in an unfair and  
11 inequitable manner and that the SLI process was unfair and inequitable.

12 (c) *On the Third Claim for Relief:* (i) Actual, punitive and exemplary  
13 damages against APA; (ii) a declaration that APA violated Section 101(a)(4)  
14 of the LMRDA in connection with the SLI process; (iii) a declaration that,  
15 because of APA's violation of the LMRDA, the ISL is unfair and  
16 inequitable, the ISL was created in an unfair and inequitable manner and the  
17 SLI process was unfair and inequitable in presenting and considering the  
18 interests of the FTPs; and (iv) an injunction prohibiting APA from using the  
19 ISL in the future.

20 3. Against American Airlines, Inc. (AAL):

21 *On the First and Second Claims for Relief:* (i) A declaration that the ISL is  
22 not fair and not equitable under the McCaskill-Bond Amendment as it is a  
23 product of APA's breach of its duty of fair representation and because the  
24 ISL deprives and does not protect the career expectations of Flow-Through  
25 Pilots; (ii) An injunction prohibiting AAL from using any integrated  
26 seniority list arising from the SLI process; (iii) damages arising from  
27 improper placement on the ISL due to AAL's collusion with APA and  
28 ALPA that deprived FTPs of moving to AAL at an earlier date and thereby

1 accruing longevity under the standards used in the SLI arbitration decision;  
2 and (iv) An injunction requiring APA and AAL to create a new integrated  
3 seniority list that includes time spent at American Eagle as part of the  
4 longevity factor in creating the integrated seniority list.

5 4. Plaintiffs’ costs of suit and reasonable attorney fees.

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

8  
9 Dated: March 20, 2017.

KATZENBACH LAW OFFICES

10 By s/ Christopher W. Katzenbach

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

14  
15 **DEMAND FOR JURY TRIAL**

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

18  
19 Dated: March 20, 2017.

KATZENBACH LAW OFFICES

20 By s/ Christopher W. Katzenbach

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