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FLOW-THRU PILOTS COALITION and
GREGORY R. CORDES, on behalf of themselves and all
others similarly situated

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

AMERICAN AIRLINES FLOW- THRU PILOTS COALITION and GREGORY R. CORDES on behalf of themselves and all others similarly situated,)	Case No.:
)	
Plaintiffs,)	COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF FOR BREACH OF DUTY OF FAIR REPRESENTATION
vs.)	
)	CLASS ACTION
ALLIED PILOTS ASSOCIATION and AMERICAN AIRLINES, INC.,)	DEMAND FOR JURY TRIAL
)	
Defendants.)	

JURISDICTION AND VENUE

1. **JURISDICTION.** This case arises from a breach of the duty of fair representation in connection with the representation of employees in the airline industry under the Railway Labor Act, 45 U.S.C. 151 et seq., an Act regulating interstate commerce. This Court has jurisdiction of this case under sections 1331 and 1337 of Title 28 of the United States Code.

2. **VENUE.** Venue is appropriate in this judicial district pursuant section 1391(b) of the Title 28 of the United States Code as the union defendant is engaged in the representation of employees within this judicial district and the employer defendant does business within this judicial district.

1 owned by AMR Corporation (herein “AMR”). At all times alleged in this
2 Complaint, AMR controlled labor relations at American Airlines and American
3 Eagle, including the negotiation of collective bargaining agreements and other
4 agreements pertaining to the wages, hours and terms and conditions of
5 employment of pilots employed by American Airlines and American Eagle.

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

11 8. Defendant AMERICAN AIRLINES, INC. (hereinafter “AAL”) is a
12 common carrier by air within the meaning of section 1 Sixth of the Railway Labor
13 Act (45 U.S.C. 151 Sixth), as made applicable to carriers by air by sections 201
14 and 202 of the Railway Labor Act (45 U.S.C. 181, 182). Among other things,
15 defendant AAL is a party to a collective bargaining agreement with APA and is
16 joined herein, in part, for purposes of permitting the Court to provide full relief for
17 Plaintiffs on their claims.

18 CLASS ACTION ALLEGATIONS

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

21 10. The Proposed Class is composed of all air line pilots (a) who are
22 employed by AAL and represented by APA and (b) who obtained their
23 employment at American Airlines pursuant to the terms of the Flow-Through
24 Agreement.

25 11. The Proposed Class is so numerous that joinder of all its members in a
26 single action is impractical. There are in excess of 400 pilots who are members of
27 the Proposed Class.
28

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

3 (a) The Proposed Class is commonly represented by APA pursuant
4 to Certification by the National Mediation Board which designates APA as the
5 exclusive representative of the air line pilots employed by AAL for purposes of
6 collective bargaining under the Railway Labor Act, as amended.

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

12 13. The claims of the representative plaintiffs are typical of the claims of
13 the Proposed Class. The individual representative plaintiff is a pilot who obtained
14 employment at American Airlines pursuant to the terms of the Flow-Through
15 Agreement, who is represented by APA and whose terms and conditions of
16 employment are governed by the collective bargaining agreement between APA
17 and AAL. The entity representative AAFTPC is an organization representing the
18 interests of commonly-situated pilots who obtained employment at American
19 Airlines pursuant to the terms of the Flow-Through Agreement, who are
20 represented by APA and whose terms and conditions of employment are governed
21 by the collective bargaining agreement between APA and AAL.

22 14. The representative plaintiffs will fairly and adequately protect the
23 interests of the Proposed Class. AAFTPC has raised funds to support this action,
24 will monitor this action, and will report to the Proposed Class material events
25 occurring in connection with this action. Plaintiff Cordes is the president of
26 AAFTPC.

27 15. This action is best maintained as a Class Action because:
28

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

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

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

12
13 **ALLEGATIONS COMMON TO ALL CLAIMS AND ALL**
14 **MEMBERS OF THE PROPOSED CLASS**

15
16 16. Under the terms of the Flow-Through Agreement, FTPs obtained
17 seniority numbers on the AAL pilot seniority list at the time they were offered a
18 position in a new hire training class at AAL. Prior to September 2001,
19 approximately 400 FTPs had obtained AAL seniority numbers, but had been held
20 back at American Eagle and unable to go to the new hire class and begin flying for
21 AAL. For operational needs at American Eagle, FTPs were generally unable to fill
22 positions in new hire training classes when such positions were first offered to
23 them. Instead, FTPs remained at American Eagle for various periods, because of
24 operational needs or other reasons beyond the FTPs' control. In general, all FTPs
25 were initially subject to 18 month or two-year holds from the date of the initial
26 training class offered to them.

27 17. In 2001 AAL acquired the assets of TransWorld Airlines (herein
28 "TWA"). An entity known as TWA-LLC was thereafter established to operate

1 TWA's routes. TWA-LLC was a wholly-owned subsidiary of AAL operating
2 under its own certification as an airline carrier. Pilots employed by TWA became
3 employees of TWA-LLC.

4 18. At some point after April 3, 2002, the TWA-LLC pilots were
5 integrated into to the AAL pilot seniority list and received AAL seniority numbers.
6 Approximately 167 TWA-LLC pilots were integrated into the AAL seniority list
7 interspersed with AAL pilots at a ratio of approximately 1:8. The remaining
8 approximately 1225 TWA-LLC pilots were placed at the bottom of the AAL pilot
9 seniority list (herein referred to as the "TWA-LLC Staplees").

10 19. At the time the integration of the TWA-LLC pilots into the AAL pilot
11 seniority list, AAL was in the process of furloughing AAL pilots. Between late
12 2001 and May 2003, AAL placed approximately 1,000 AAL pilots on furlough. In
13 addition to the AAL pilots placed on furlough, the TWA-LLC Staplees were
14 furloughed from TWA-LLC. Prior to being put on furlough, the TWA-LLC
15 Staplees did not perform any work for AAL.

16 20. Since on or about April 3, 2002, APA has been the collective
17 bargaining representative for pilots at AAL and TWA-LLC for purposes of
18 employment at AAL. The pilots represented by APA for purposes of terms and
19 conditions of employment at AAL include all pilots on the AAL pilot seniority list.

20 21. Under the terms of the Flow-Through Agreement, AAL pilots on
21 furlough status could displace pilots who were Commuter Jet Captains at American
22 Eagle, with limited exceptions, and thereafter fly for American Eagle while on
23 furlough from AAL. American Eagle Commuter Jet Captains would thereby be
24 displaced from their positions as jet captains.

25 22. As part of the AAL-TWA merger, APA and AAL initially agreed in
26 November 2001 that the TWA-LLC pilots would not have the ability to flow-down
27 to American Eagle under the Flow-Through Agreement until pilots already on the
28 AAL seniority list before September 2001 were recalled from furlough. However,

1 in 2003, AAL and APA revised this agreement to allow the TWA-LLC pilots to
2 flow down to American Eagle under the terms of the Flow-Through Agreement.
3 The 2003 modification of this agreement adversely affected the interests of FTPs
4 with AAL seniority numbers as it allowed TWA-LLC pilots to displace FTPs at
5 American Eagle.

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

10 24. At all times, the number of TWA-LLC pilots with AAL pilot seniority
11 numbers obtained as part of the AAL-TWA merger has been more than twice the
12 number of FTPs with AAL pilot seniority numbers obtained under the Flow-
13 Through Agreement.

14 25. APA has regularly and repeatedly acted against the interests of the
15 FTPs as to their terms and conditions of employment at AAL and to advance the
16 interests of other pilot groups as to the terms and conditions of employment at
17 AAL for these other pilot groups over the interests of the FTPs. Among other
18 things,

19 (a) APA demanded or agreed with AAL to have the TWA-LLC
20 Staplees called for new-hire classes starting in June 2007 ahead
21 of the FTPs. Approximately 244 TWA-LLC pilots were called
22 for new hire classes from June 2007 through March 2009 ahead
23 of FTPs with AAL pilot seniority numbers.

24 (b) APA urged that AAL seniority numbers for FTPs should be
25 forfeited for FTPs who had not begun working for AAL before
26 May 2008.

27 (c) APA has agreed with AAL to give pilots Length of Service
28 (herein "LOS") credits for service at airlines other than AAL,

1 including TWA, TWA-LLC and US Airways, but has refused
2 to negotiated for or seek LOS credits for FTPs for time spent at
3 American Eagle. These LOS credits have resulted in increases
4 in these pilots' pay and other benefits at AAL above the pay
5 and benefits for FTPs. As a result, FTPs with greater AAL
6 pilot seniority are paid less than TWA-LLC pilots with lower
7 AAL seniority and FTPs who have worked longer at AAL are
8 paid less than TWA-LLC pilots who have work less time at
9 AAL.

10 (d) In connection with the collective bargaining agreement ratified
11 on January 30, 2015, APA agreed with AAL to give two
12 additional years of LOS credit for pilots on furlough because of
13 lack of work at AAL after September 11, 2001. This agreement
14 gave the TWA-LLC Staplees two additional years of LOS
15 credit while denying any LOS credit for FTPs who had been
16 unable to work at AAL during the post-September 2001 period.

17 26. Arbitrations conducted pursuant to the Flow-Through Agreement
18 determined (a) TWA-Staplees were to be considered as new-hire pilots rather than
19 furloughed pilots for purposes of new hire classes at AAL starting in June 2007
20 and (b) AAL and APA violated the Flow-Through Agreement by hiring TWA-
21 Staplees in preference to FTPs for new hire classes starting in 2007. Because of
22 these violations, 154 FTPs who had not been offered positions in new hire classes
23 and did not have AAL seniority numbers were awarded AAL seniority numbers.
24 These 154 AAL seniority numbers were in addition to AAL seniority numbers
25 FLPs had previously obtained pursuant to the Flow-Through Agreement.

26 27. At various time, plaintiffs Cordes and AAFLPC requested that APA
27 take action to seek to rectify or remedy the disparities in pay, LOS credit and other
28 employment conditions at AAL affecting the FTPs. From May 2013 through

1 December 2014, plaintiffs and other FTPs sent at least four letters to the APA's
2 Board of Directors asking for the APA to remedy the pay and benefit disparities
3 adversely impacting the FTPs at AAL, including negotiating for LOS credit for the
4 FTPs as APA had negotiated for other pilots coming to AAL. APA did not
5 respond to these letters or provide plaintiffs any explanation or justification for the
6 disparities in pay and benefits suffered by the FTPs.

7 28. In about 2013, AAL purchased the assets of US Airways. In
8 connection with that purchase, APA and pilot groups from US Airways are in the
9 process of developing a new AAL pilot seniority list, referred to as an integrated
10 seniority list. The process of developing a new integrated seniority list is known as
11 "seniority list integration" or "SLI." The SLI issues as to AAL and US Airways
12 are in the process of being arbitrated.

13 29. APA has asserted that it will be representing the interests of the FTPs
14 in connection with the SLI process and related arbitration.

15 30. Under longstanding practice in seniority list integration arbitrations in
16 the Air Line industry, longevity of employment is a significant factor for purposes
17 of integrating seniority.

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

25 32. Plaintiffs have requested a copy of the foregoing stipulation referred
26 to in paragraph 31, but APA has not provided a copy to plaintiffs.

1 33. 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 depressing
3 and lowering their seniority by:

4 (a) Treating pilots who began flying for AAL after 2007 differently
5 than pilots who began flying for AAL earlier by merging AAL
6 pilots who began flying with AAL post-2007 with US Airways
7 pilots who began flying with US Airways after September
8 2005.

9 (b) Putting a group of approximately 755 US Airways pilots ahead
10 of approximately 124 of the FTPs who are the least-senior FTPs
11 on the AAL pilot seniority list and behind the TWA-LLC
12 Staplees. These 124 FTPs consist of the FTPs 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.

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 34. No TWA-LLC pilot is adversely affected by the insertions of US
20 Airways pilots alleged in paragraph 33 or the different treatment of pilots based on
21 the date they began flying for AAL.

22 35. The use of the post-2007 date for differentiating the treatment of
23 pilots, as alleged in paragraph 33(a), is arbitrary and intended to discriminate in
24 favor of TWA-LLC Staplees and against the FTPs. TWA-LLC Staplees were
25 largely hired at AAL in new hire classes before 2008. FTPs were not offered
26 positions in new hire classes until late 2009 and thereafter. This date favors TWA-
27 LLC pilots who arbitrators previously determined were hired for new hire classes
28 in preference to FTPs and in violation of the Flow-Through Agreement.

1 36. APA has not offered a reasonable or rational reason to select a post-
2 2007 date other than to disfavor and discriminate against FTPs.

3 (a) In its materials submitted in connection with the American / US
4 Airways seniority list merger, APA asserted that it was merging
5 post-2007 hires at AAL with certain new hire pilots hired by
6 US Airways after the date the merger of US Airways and
7 America West Airlines was announced.

8 (b) The US Airways / America West Airlines merger was
9 announced in 2005. This merger had nothing to do with the
10 AAL/US Airways merger that was announced in 2013.

11 (c) Using a post-2007 date for AAL hires has no logical connection
12 with the US Airways and America West Airlines merger
13 announced in 2005 or with US Airways pilots hired after that
14 merger was announced.

15 (d) Using a post-2005 date for both AAL and US Airways hiring
16 would have resulted in an adverse effect on the placement of
17 TWA-LLC pilots on the integrated seniority list.

18 37. AAL has entered into the agreements with APA alleged in paragraphs
19 22 and 25 knowing and intending that these agreements would adversely affect
20 FTPs and would benefit the TWA-LLC pilots. Once the SLI process is
21 completed, AAL will be bound by and will use the resulting integrated seniority
22 list for purposes of hiring, furlough, pay, benefits and employment opportunities at
23 AAL.

FIRST CLAIM FOR RELIEF

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

38. Plaintiffs incorporate the allegations in paragraphs 1 through 37 hereof as if fully set forth in this Claim for Relief.

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

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

41. By the acts alleged herein, APA has acted arbitrarily, discriminatorily and in bad faith towards the FTPs, plaintiff Cordes, the members of plaintiff AAFTPC and the Proposed Class in representing the interests of the FTPs and in negotiating terms and conditions of employment at AAL. APA's arbitrary, discriminatory and bad faith actions include, but are not limited to: (a) representing the interests of TWA-LLC pilots on the AAL pilot seniority list at the expense of and contrary to the interests of FTPs on the AAL seniority list; (b) entering into agreements to give LOS credit to TWA-LLC and other pilot groups, other than FTPs; (c) refusing or failing to respond to questions from FTPs, including plaintiff Cordes, as to APA's negotiation of LOS credits.

42. Plaintiffs are informed and believe, and thereon allege, that APA has discriminated against the FTPs and in favor of the TWA-LLC Staplees because (a) the TWA-LLC pilots are numerically superior to the FTPs and (b) APA did not desire pilots employed at American Eagle to have any rights to flow-up to AAL, but desired only to secure the right for AAL pilots to flow-down to American Eagle.

1 43. AAL has joined with APA in discriminating against FTPs and in favor
2 of other pilot groups, including the TWA-LLC pilots, by entering into agreements
3 to give LOS credit to TWA-LLC and other pilot groups, other than FTPs, knowing
4 that APA was hostile to the interest of FTPs and that such agreements
5 discriminated against the FTPs and favored other pilot groups, including the TWA-
6 LLC pilots.

7 44. By reason of the foregoing allegations in this Complaint: (a) APA has
8 breached its duty of fair representation towards the FTPs, plaintiff Cordes, the
9 members of plaintiff AAFTPC and the Proposed Class and (b) AAL has
10 participated in, enable and agreed to engage in discrimination against the FTPs and
11 the breach of duty of fair representation.

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

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

SECOND CLAIM FOR RELIEF

**(Breach of Duty of Fair Representation (Seniority List Integration Processs
[All Defendants])**

47. Plaintiffs incorporate the allegations in paragraphs 1 through 37 hereof as if fully set forth in this Claim for Relief.

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

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

50. By the acts alleged herein in connection with the SLI process, APA has acted arbitrarily, discriminatorily and in bad faith towards the FTPs, plaintiff Cordes, the members of plaintiff AAFTPC and the Proposed Class by: (a) stipulating 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.

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

52. Because of the breach of duty of fair representation alleged herein, plaintiff Cordes, the members of plaintiff AAFTPC and the Proposed Class (a) will

suffer future damages, including reduced employment opportunities, wages and benefits, (b) will have their positions on the AAL pilot seniority list adversely affected and (c) have accrued and continue to accrue the costs of attorneys' fees incurred in establishing the breaches of duty by APA and attempting to mitigate the harms caused by APA's breach of duty.

53. Monetary damages cannot fully compensate plaintiff Cordes, the members of plaintiff AAFTPC and the Proposed Class for the losses alleged herein and therefore, in addition to money damages, plaintiffs request: (a) a declaration that APA has breached its duty of fair representation owed to the FTPs in connection with the SLI process; (b) an injunction directing APA to withdraw from the stipulation that service as American Eagle will not count for purposes of longevity in developing an integrated seniority list; (c) an injunction to make up any monetary loss suffered by FTPs in the future arising from APA's breach of duty affecting the FTPs placement on the integrated seniority list; (d) an injunction prohibiting APA or AAL from using any integrated seniority list arising from the SLI process.

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

1. For an order certifying the action as a class action, appointing plaintiffs as Class Representatives and their counsel as attorneys for the Class;
2. Against Allied Pilots Association (APA): (a) *On the First Claim for Relief*: (i) damages and future damages arising because the FTPs did not obtain LOS credits, including lost wages and benefits; (ii) attorneys' fees incurred in establishing the breaches of duty by APA and attempting to mitigate the harms caused by APA's breach of duty; (iii) a declaration that APA has breached its duty of fair representation and discriminated against the FTPs, including discrimination in negotiating LOS credits; (iv) an injunction directing APA to make up any monetary loss suffered by FTPs in the future

arising from APA's breach of duty, including losses arising from the FTPs failure to receive LOS credits. (b) *On the Second Claim for Relief:* (i) damages for reduced employment opportunities, wages and benefits arising from the adverse effect of the FTPs placement on the integrated seniority list; (ii) attorneys' fees incurred in establishing the breaches of duty by APA and attempting to mitigate the harms caused by APA's breach of duty; (iii) a declaration that APA has breached its duty of fair representation owed to the FTPs in connection with the SLI process; (iv) an injunction directing APA to withdraw from the stipulation that service as American Eagle will not count for purposes of longevity in developing an integrated seniority list; (v) an injunction directing APA to make up any monetary loss suffered by FTPs in the future arising from APA's breach of duty affecting the FTPs placement on the integrated seniority list; and (vi) prohibiting APA from using any integrated seniority list arising from the SLI process.

3. Against American Airlines, Inc. (AAL): *On the First Claim for Relief:* Damages and future damages arising because the FTPs did not obtain LOS credits. *On the Second Claim for Relief:* An injunction prohibiting AAL from using any integrated seniority list arising from the SLI process.

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

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

Dated: July 6, 2015.

KATZENBACH LAW OFFICES

By s/ Christopher W. Katzenbach

Christopher W. Katzenbach
Attorneys for Plaintiffs AMERICAN AIRLINES
FLOW-THRU PILOTS COALITION and
GREGORY R. CORDES, on behalf of themselves
and all others similarly situated

DEMAND FOR JURY TRIAL

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

Dated: July 6, 2015

KATZENBACH LAW OFFICES

By s/ Christopher W. Katzenbach

Christopher W. Katzenbach
Attorneys for Plaintiffs AMERICAN AIRLINES
FLOW-THRU PILOTS COALITION and
GREGORY R. CORDES, on behalf of themselves
and all others similarly situated

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS.

1. (a) PLAINTIFFS
AMERICAN AIRLINES FLOW-THRU PILOTS COALITION and
GREGORY B. CORDES

(b) County of Residence of First Listed Plaintiff San Luis Obispo
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Christopher W. Katzenbach KATZENBACH LAW OFFICES
912 Lootens Place, 2nd Floor, San Rafael CA 94901
415-834-1778

DEFENDANTS

DEFENDANTS
ALLIED PILOTS ASSOCIATION and AMERICAN AIRLINES, INC.

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- | | | | |
|----------------------------|------------------------------|---------------------------------------|---|
| <input type="checkbox"/> 1 | U.S. Government
Plaintiff | <input checked="" type="checkbox"/> 3 | Federal Question
<i>(U.S. Government Not a Party)</i> |
| <input type="checkbox"/> 2 | U.S. Government
Defendant | <input type="checkbox"/> 4 | Diversity
<i>(Indicate Citizenship of Parties in Item III)</i> |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff
(For Diversity Cases Only) and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input checked="" type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (*Do not cite jurisdictional statutes unless diversity*):
45 U.S.C. 151, et seq.

Brief description of cause:
Breach of union duty of fair representation

VII. REQUESTED IN COMPLAINT:	<input checked="" type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.	DEMAND \$
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CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S)
IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE _____

07/06/2015

SIGNATURE OF ATTORNEY OF RECORD

/s/ Christopher W. Katzenbach

KZ0'F KKKOPCN'CUUK PO GPV'*E|k|d|N0T05/4+

(Place an "X" in One Box Only)

☒

SAN FRANCISCO/OAKLAND

10

SAN JOSE

10

EUREKA