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13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION

16 AMERICAN AIRLINES FLOW-THRU )  
17 PILOTS COALITION, *et al.*, )

18 Plaintiffs, )

19 v. )

20 ALLIED PILOTS ASSOCIATION, *et al.*, )

21 Defendants. )  
22 )  
23 )  
24 )

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

**DECLARATION OF MARK R. MYERS IN  
SUPPORT OF APA'S MOTION IN LIMINE  
TO EXCLUDE EVIDENCE**

Date: March 29, 2018  
Time: 1:30 p.m.  
Courtroom: 3 - 17th Floor  
Judge: Hon. Richard Seeborg

1 I, MARK R. MYERS, hereby declare as follows:

2 1. I have been an in-house attorney for the Defendant Allied Pilots Association (“APA”)  
3 continuously since 2008. Since June 2017, I have been APA’s Director of Pilot Negotiations and  
4 Contract Administration. I have been a licensed attorney since 1996.

5 2. I make this declaration in support of APA’s Motion in Limine in the above-captioned  
6 case, based on my personal knowledge and a review of documents maintained by APA.

7 3. As an in-house attorney at APA, my duties have included representing APA and its  
8 bargaining unit members in grievance proceedings and negotiations; monitoring and overseeing  
9 litigation involving APA; and working with and briefing APA’s national officers, board members, and  
10 committees.

11 4. During the period since the negotiation of the Flow-Through Agreement in 1997 (Doc.  
12 No. 49-1), APA has been certified as the exclusive bargaining representative of pilots at American  
13 Airlines. In that capacity, APA has represented American Airlines pilots in collective bargaining and  
14 the administration of the collective bargaining agreement, including the grievance and arbitration  
15 process.

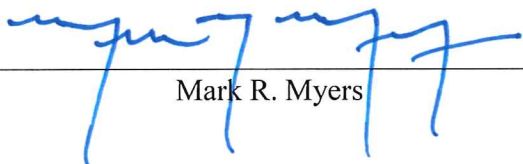
16 5. During that same time period, APA has not been certified to represent pilots at  
17 American Eagle Airlines (now known as Envoy Air), which I will refer to as “Eagle.” APA has  
18 understood that Eagle pilots are represented by another union, the Air Line Pilots Association, or  
19 “ALPA.” Under the Flow-Through Agreement, pilots at Eagle could obtain seniority numbers on the  
20 American Airlines pilot seniority list while still flying at Eagle. These seniority numbers have been  
21 referred to as “placeholders.” *See* Ex. 13 to APA’s Motion in Limine (award in FLO-0106), at 46-47.  
22 Regardless of an Eagle pilot’s possession of a placeholder seniority number, APA has understood  
23 those pilots to be outside its bargaining unit until the pilots actually begin flying at American Airlines.  
24 APA’s understanding has been that the Eagle pilots with placeholder seniority numbers were  
25 represented by ALPA as long as they continued flying for Eagle. For example, APA did not seek or  
26 receive dues or fees from those pilots while they continued flying for Eagle. Further, in negotiations  
27 and arbitrations related to the Flow-Through Agreement, APA has not represented the interests of  
28

1 Eagle pilots with American Airlines placeholder seniority numbers; instead, ALPA has represented the  
2 interests of those pilots. Once a potential flow-through begins flying for American Airlines and is no  
3 longer flying for Eagle, APA becomes the collective bargaining representative of that pilot (along with  
4 the other American Airlines pilots) and, in that manner, APA is now the collective bargaining  
5 representative of Plaintiffs in this case.

6 6. Between approximately July 2014 and January 2015, APA and American Airlines  
7 negotiated a Joint Collective Bargaining Agreement, which included as a portion of the agreement the  
8 letter of agreement that became known as Letter G. *See* Doc. No. 49-2. APA's Negotiating Committee  
9 bargained with American Airlines on behalf of APA. During this period, the Negotiating Committee  
10 was chaired by American Airlines pilots Dave Brown, as acting chair, and later Norm Miller. Jeff  
11 Thurstin, Brian Smith, and Cary Giles were the other legacy American Airlines pilots who served on  
12 the Negotiating Committee during this period.

13 7. As an in-house attorney at APA, I am familiar with APA's document production in the  
14 above-captioned case. I am aware that APA has produced to Plaintiffs over 5000 pages of documents  
15 regarding the negotiation of the Joint Collective Bargaining Agreement, including Letter G, in  
16 discovery in this case.

17  
18 I declare under penalty of perjury that the foregoing is true and correct on the basis of my  
19 personal knowledge and information from APA's business records. Executed on February 21, 2018,  
20 at Fort Worth, TX.

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23 \_\_\_\_\_  
24 Mark R. Myers