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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

AMERICAN AIRLINES FLOW-THRU	)	No. 3:15-cv-03125-RS
PILOTS COALITION, <i>et al.</i> ,	)	
	)	<b>CLASS ACTION</b>
Plaintiffs,	)	
	)	<b>ANSWER OF THE ALLIED PILOTS</b>
v.	)	<b>ASSOCIATION</b>
	)	
ALLIED PILOTS ASSOCIATION, <i>et al.</i> ,	)	Courtroom: B, 15th Floor
	)	Judge: Hon. Richard Seeborg
Defendants.	)	

**ALLIED PILOTS ASSOCIATION’S ANSWER  
TO PLAINTIFFS’ FIRST AMENDED COMPLAINT**

Defendant Allied Pilots Association (“APA”), through counsel, answers Plaintiffs’ First Amended Complaint (“Complaint”) as follows:

**Answer of the Allied Pilots Association,**

*American Airlines Flow-Thru Pilots Coalition v. Allied Pilots Assn.*, Case No. 3:15-cv-03125-RS

1           1.       Paragraph 1 of the Complaint sets forth a legal conclusion, which does not require a  
2 response. APA does not contest this Court's jurisdiction over this case.

3           2.       APA admits the allegations in Paragraph 2 of the Complaint

4           3.       Paragraph 3 of the Complaint cites to Local Rule 3-2(b) of this Court, which does not  
5 require a response, and APA admits that it represents pilot at the San Francisco Airport.

6           4.       APA is without sufficient knowledge or information to form a belief as the truth of the  
7 allegations set forth in Paragraph 4 of the Complaint and, on that basis, denies them. APA specifically  
8 denies that "All the Flow-Thru Pilots . . . have suffered discrimination and arbitrary treatment because  
9 they are Flow-Thru Pilots . . . ."

10          5.       APA admits the allegations set forth in Paragraph 5 of the Complaint.

11          6.       APA admits the allegations in the first three sentences of Paragraph 6 of the Complaint,  
12 but is without sufficient knowledge or information to form a belief about the allegations in the fourth  
13 sentence and, on that basis, denies them.

14          7.       APA admits the allegations in Paragraph 7 of the Complaint.

15          8.       APA admits the allegations in Paragraph 8 of the Complaint except that it is without  
16 sufficient knowledge or information to form a belief as the truth of the allegation in the second  
17 sentence about Plaintiffs' reasons for joining American as a defendant, and, on that basis, denies that  
18 allegation.

19          9.       In response to Paragraph 9 of the Complaint, APA admits that Plaintiffs are attempting  
20 to bring their Complaint as a class action pursuant to Fed. R. Civ. P. 23.

21          10.       APA is without sufficient knowledge or information to form a belief as the truth of the  
22 allegations set forth in Paragraph 10 of the Complaint and, on that basis, denies them. APA believes  
23 that this class definition is overly broad and creates conflicts within the proposed class.

24          11.       In response to Paragraph 11 of the Complaint, APA admits that there are in excess of  
25 400 pilots who are members of the Proposed Class as defined by the Complaint, but denies that the  
26 class is appropriate and avers that there are conflicts within the Proposed Class that preclude  
27 certification. APA denies the remaining allegations of Paragraph 11.

1           12.     APA denies the allegations of the sole sentence of Paragraph 12 of the Complaint. APA  
2 admits that the allegation in Paragraph 12(a) that the class proposed in Paragraph 10 of the Complaint  
3 is composed of certain American pilots represented by APA pursuant to an NMB certification. APA  
4 admits the allegations of the first sentence of subpart (b) but denies the allegations of the second  
5 sentence.

6           13.     APA is without sufficient knowledge or information to form a belief as the truth of the  
7 allegations set forth in Paragraph 13 of the Complaint and, on that basis, denies them.

8           14.     APA is without sufficient knowledge or information to form a belief as the truth of the  
9 allegations set forth in Paragraph 14 of the Complaint and, on that basis, denies them.

10          15.     APA is without sufficient knowledge or information to form a belief as the truth of  
11 the allegations set forth in Paragraph 15, including subparts (a), (b) and (c), of the Complaint and, on  
12 that basis, denies them.

13          16.     APA admits the allegations in the first sentence of Paragraph 16 of the Complaint.  
14 APA is without sufficient knowledge or information to form a belief as the truth of the remaining  
15 allegations set forth in Paragraph 16 of the Complaint and, on that basis, denies them.

16          17.     In response to Paragraph 17 of the Complaint, APA denies that AAL acquired the assets  
17 of TransWorld Airlines in 2001, and avers that AMR acquired those assets. APA admits that a new  
18 holding company was formed that was known as TWA-LLC, was placed as a subsidiary under  
19 American, and operated under its own certification as an airline carrier, but APA denies that TWA-  
20 LLC was established “to operate TWA’s routes.” APA admits that the “Pilots employed by TWA  
21 became employees of TWA-LLC.”

22          18.     In response to Paragraph 18 of the Complaint, APA admits that “[a]t some point after  
23 April 3, 2002, the TWA-LLC pilots were integrated into the” Pilot System Seniority List, but denies  
24 the remaining allegations of Paragraph 18.

25          19.     APA admits the allegation in the first sentence of Paragraph 19 of the Complaint that  
26 American was in the process of furloughing pilot at the time of seniority list integration. APA denies  
27 the allegations of the final sentence of Paragraph 19. APA is without sufficient knowledge or  
28

1 information to form a belief as to the truth of the remaining allegations of Paragraph 19 and, on that  
2 basis, denies them.

3 20. APA admits the allegation in the first sentence of Paragraph 20 of the Complaint that  
4 APA became the NMB-certified representative of the pilots at TWA-LLC on April 3, 2002. APA  
5 denies the remaining allegations in Paragraph 20 of the Complaint.

6 21. APA admits the allegations in Paragraph 21 of the Complaint.

7 22. APA admits the allegations in Paragraph 22 of the Complaint.

8 23. In response to Paragraph 23 of the Complaint, APA admits that in 2003, it managed to  
9 obtain American's agreement to treat the TWA-LLC furloughed pilots like all other furloughed  
10 American pilots under Supplement W.

11 24. APA denies the allegations of the first sentence of Paragraph 24 of the Complaint. APA  
12 admits the second sentence of Paragraph 24. APA is without sufficient knowledge or information to  
13 form a belief as to the truth of the allegations set forth in the third sentence of Paragraph 24 and, on  
14 that basis, denies them.

15 25. APA admits the allegations of Paragraph 25 of the Complaint.

16 26. Without a date, APA is without sufficient knowledge or information to form a belief as  
17 to the truth of the allegations set forth in Paragraph 26 of the Complaint and, on that basis, denies  
18 them.

19 27. APA denies each and every allegation in Paragraph 27 of the Complaint, including  
20 subparts (a)-(d), and avers that all actions it took were taken pursuant to its duties as the exclusive  
21 bargaining representative of the pilots it represented at the times corresponding to the allegations.

22 28. Paragraph 28 of the Complaint characterizes the content of written arbitration decisions.  
23 APA responds that those decisions speak for themselves and that it is not required to respond to  
24 Plaintiffs' characterization thereof. To the extent that Paragraph 28 contains any allegations to which  
25 APA may be required to respond, it denies them.

26 29. APA admits the allegation in the first sentence of Paragraph 29 of the Complaint. APA  
27 denies the allegations in the second and third sentences of Paragraph 29.

1           30.     APA denies the allegations of the first and second sentences of Paragraph 30 of the  
2 Complaint but admits the allegations of the third, fourth and fifth sentences of Paragraph 30.

3           31.     In response to Paragraph 31 of the Complaint, APA has recognized three Merger  
4 Committees to represent the three separate pilot groups: the American pilot group, the America West  
5 pilot group, and the US Airways pilot group. The America West and US Airways pilot system  
6 seniority lists remain separate. The Eagle Flow Through pilots have long been integrated on the legacy  
7 American Pilots System Seniority List. APA admits that it will not permit the Eagle Flow Through  
8 pilots to participate as a separate committee in the McCaskill-Bond negotiations and arbitration, as  
9 they are represented by the American Airlines Pilot Seniority Integration Committee (“AAPSIC”). To  
10 the extent that Paragraph 31 sets forth any additional allegations, APA denies them.

11          32.     APA admits the allegation of Paragraph 32 that longevity of employment may be a  
12 factor in the integration of seniority lists but denies that it “is a significant factor.”

13          33.     Paragraph 33 of the Complaint characterizes the content of a written stipulation. APA  
14 denies the allegations in Paragraph 33 of the Complaint. APA avers that a stipulation was entered into  
15 by AAPSIC, not APA, that the stipulation speaks for itself, and that the stipulation was subsequently  
16 withdrawn and is no longer in effect.

17          34.     APA denies the allegations in Paragraph 34 of the Complaint. Moreover, Plaintiffs  
18 have had access to the stipulation cited in Paragraph 33 since it was entered into by the Merger  
19 Committees and American by virtue of a website available to all American pilots. Plaintiffs were  
20 advised (through their counsel) how to obtain the Stipulation months before this Complaint was filed,  
21 and the Stipulation has been continuously available to them. Moreover, as a result of the USAPA-  
22 sponsored Merger Committee’s withdrawal from the McCaskill-Bond process, the Stipulation and the  
23 various seniority proposals by the Merger Committees have been withdrawn.

24          35.     Paragraph 35 of the Complaint characterizes the content of a written proposal made by  
25 AAPSIC, not APA, in the SLI process and APA denies those allegations, including those set forth in  
26 subparts (a)-(c) of Paragraph 35. APA avers that the proposal speaks for itself, and that it was  
27 subsequently withdrawn and is no longer in effect.

1           36.     APA is without sufficient knowledge or information to form a belief as the truth of the  
2 allegations set forth in Paragraph 36 of the Complaint, and, on that basis, denies them.

3           37.     APA denies the allegations of Paragraph 37 of the Complaint.

4           38.     APA denies the allegations of Paragraph 38 of the Complaint, including subparts (a),  
5 (c), and (d), except that it admits the allegations of subpart (b).

6           39.     APA denies the allegations of Paragraph 39 of the Complaint.

7           40.     In response to Paragraph 40 of the Complaint, APA realleges and incorporates its  
8 responses to Paragraphs 1-39 of the Complaint as if fully set forth in this Paragraph 40 of its Answer.

9           41.     In response to Paragraph 41 of the Complaint APA admits only that it owes a duty of  
10 fair representation pursuant to the RLA to any particular Eagle Flow Through Pilot commencing when  
11 that pilot actually becomes an employee of American, not when (or because) that pilot merely obtains  
12 a seniority number on the American Pilots System Seniority List. To the extent that Paragraph 41  
13 contains any additional allegations, APA denies them.

14          42.     Paragraph 42 of the Complaint sets forth a legal conclusion, which does not require a  
15 response.

16          43.     APA denies each and every allegation of Paragraph 43 of the Complaint, including the  
17 assertions in subparts (a)-(c).

18          44.     APA denies each and every allegation of Paragraph 44, including subparts (a)-(b).

19          45.     APA denies the allegation of Paragraph 45 of the Complaint.

20          46.     APA denies the allegation of Paragraph 46 of the Complaint.

21          47.     APA denies the allegation of Paragraph 47 of the Complaint.

22          48.     APA denies the allegation of Paragraph 48 of the Complaint.

23          49.     In response to Paragraph 49 of the Complaint, APA realleges and incorporates its  
24 responses to Paragraphs 1-48 of the Complaint as if fully set forth in this Paragraph 49 of its Answer.

25          50.     In response to Paragraph 50 of the Complaint APA admits only that it owes a duty of  
26 fair representation pursuant to the RLA to any particular Eagle Flow Through Pilot commencing when  
27 that pilot actually becomes an employee of American, not when (or because) that pilot merely obtains  
28

1 a seniority number on the American Pilots System Seniority List. To the extent that Paragraph 50  
2 contains any additional allegations, APA denies them.

3 51. Paragraph 51 of the Complaint sets forth a legal conclusion, which does not require a  
4 response.

5 52. APA denies the allegations of Paragraph 52 of the Complaint.

6 53. APA denies the allegation of Paragraph 53 of the Complaint.

7 54. APA denies the allegations of Paragraph 54 of the Complaint.

8 55. APA denies the allegations of Paragraph 55 of the Complaint.

9 56. APA denies that Plaintiffs are entitled to any relief whatsoever. To the extent that APA  
10 has not admitted or denied an allegation in the Complaint, the allegation is denied.

11 **Affirmative Defenses**

12 **First Affirmative Defense**

13 Plaintiffs fail to state a claim upon which relief can be granted.

14 **Second Affirmative Defense**

15 Plaintiffs' claims are barred by the doctrine of accord and satisfaction.

16 **Third Affirmative Defense**

17 Plaintiffs' claims are barred by the doctrine of arbitration and award.

18 **Fourth Affirmative Defense**

19 Plaintiffs' claims are subject to the doctrine of waiver.

20 **Fifth Affirmative Defense**

21 Plaintiffs' claims are barred by the statute of limitations.

22 **Sixth Affirmative Defense**

23 Plaintiffs' claims about the McCaskill-Bond arbitration process and the positions taken by the  
24 various merger committees either fail to state a claim upon which relief can be granted, are moot, or  
25 are not ripe.

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27 ///

28 ///

**Prayer for Relief**

WHEREFORE, APA prays that Plaintiffs' Complaint be dismissed with prejudice, that Plaintiffs take nothing by it, and the Court order Plaintiffs to pay APA's attorneys' fees, litigation expenses and statutory costs in this action.

Dated: October 5, 2015.

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