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

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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

Plaintiffs,

vs.

ALLIED PILOTS ASSOCIATION and  
AMERICAN AIRLINES, INC.,

Defendants.

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

FIRST AMENDED COMPLAINT  
FOR DAMAGES AND EQUITABLE  
RELIEF FOR BREACH OF DUTY  
OF FAIR REPRESENTATION

**CLASS ACTION**

**DEMAND FOR JURY TRIAL**

**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.

**3. INTRADISTRICT ASSIGNMENT.** Under Civil L.R. 3-2(b), assignment is proper in the San Francisco Headquarters or the Oakland division, as the union is engaged in the representation of employees at the San Francisco Airport.

## PARTIES

4. Plaintiff AMERICAN AIRLINES FLOW-THRU PILOTS COALITION (herein “AAFTPC”) is a subdivision of the American Eagle Pilots Association, a California Corporation. AAFTPC is an association of pilots flying for American Airlines who obtained their positions at American Airlines pursuant to the terms of a multi-party agreement, referred to herein as the “Flow-Through Agreement,” between (a) American Airlines, (b) AMR Eagle, Inc., Executive Airlines, Inc., Flagship Airlines, Inc., Simmons Airlines, Inc., and Wings West Airlines, Inc., (jointly referred to herein as “American Eagle”), (c) the Allied Pilots Association (herein “APA”) and the Air Line Pilots Association, International (herein “ALPA”). AAFTPC has in excess of 150 members, who are pilots flying for American Airlines and who obtained their employment at American Airlines pursuant to the terms of the Flow-Through Agreement. The members of AAFTPC are referred to herein as “Flow-Thru Pilots” or “FTPs.” All the Flow-Thru Pilots are represented by the Allied Pilots Association and have suffered discrimination and arbitrary treatment because they are Flow-Thru Pilots, as more fully alleged below. AAFTPC seeks to act as the representative of its members in this action.

1           5.     Plaintiffs GREGORY R. CORDES, DRU MARQUARDT, DOUG  
2     POULTON, STEPHAN ROBSON, and PHILIP VALENTE III are pilots  
3     employed by American Airlines who obtained employment at American Airlines  
4     pursuant to the terms of the Flow-Through Agreement and are represented by  
5     APA, covered by the collective bargaining agreement negotiated by APA with  
6     American Airlines and are on the AAL pilot seniority list.

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

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

22          8.     Defendant AMERICAN AIRLINES, INC. (hereinafter “AAL”) is a  
23    common carrier by air within the meaning of section 1 Sixth of the Railway Labor  
24    Act (45 U.S.C. 151 Sixth), as made applicable to carriers by air by sections 201  
25    and 202 of the Railway Labor Act (45 U.S.C. 181, 182). Defendant AAL is a party  
26    to a collective bargaining agreement with APA and is joined herein, in part, for  
27    purposes of permitting the Court to provide full relief for Plaintiffs on their claims.  
28

## CLASS ACTION ALLEGATIONS

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

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

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

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

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

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

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

1 Airlines pursuant to the terms of the Flow-Through Agreement, who are  
2 represented by APA and whose terms and conditions of employment are governed  
3 by the collective bargaining agreement between APA and AAL.

4 14. The representative plaintiffs will fairly and adequately protect the  
5 interests of the Proposed Class. AAFTPC has raised funds to support this action,  
6 will monitor this action, and will report to the Proposed Class material events  
7 occurring in connection with this action.

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

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

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

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

#### 20 **ALLEGATIONS COMMON TO ALL CLAIMS**

21 16. Under the terms of the Flow-Through Agreement, FTPs obtained  
22 seniority numbers on the AAL pilot seniority list at the time they were offered a  
23 position in a new hire training class at AAL. Prior to September 2001  
24 approximately 513 FTPs had obtained AAL seniority numbers and were on the  
25 AAL pilot seniority list. Of these FTPs, approximately 125 pilots had transferred  
26 to AAL and begun flying as pilots at AAL. The remaining FTPs had been held  
27 back at American Eagle because of American Eagle's operational needs. These  
28

1 FTPs were thereby prevented from filling positions in new hire training classes  
2 when such positions were first offered and available to them. The FTPs withheld  
3 at American Eagle continued to staff the airline and allow American Eagle to use  
4 the FTPs, who were experienced airline captains, for operations at American Eagle  
5 and to recoup AMR's and American Eagle's investment in training these pilots.  
6 The withholding of FTPs from transfer to AAL was beyond the FTPs' control and  
7 was solely for the benefit of AMR and American Eagle.

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

13 18. At some point after April 3, 2002, the TWA-LLC pilots were  
14 integrated into the AAL pilot seniority list and received AAL seniority numbers.  
15 Approximately 1067 TWA-LLC pilots were integrated into the AAL seniority list  
16 interspersed with AAL pilots at a ratio of approximately 1:8. The remaining  
17 approximately 1225 TWA-LLC pilots were placed at the bottom of the AAL pilot  
18 seniority list (herein referred to as the "TWA-LLC Staplees").

19 19. At the time the integration of the TWA-LLC pilots into the AAL pilot  
20 seniority list, AAL was in the process of furloughing AAL pilots. Between late  
21 2001 and May 2003, AAL placed approximately 1,000 AAL pilots on furlough. In  
22 addition to the AAL pilots placed on furlough, the TWA-LLC Staplees were  
23 furloughed from TWA-LLC. Prior to being put on furlough, the TWA-LLC  
24 Staplees did not perform any work for AAL.

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

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

6           22. 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 Flow-Through Agreement until pilots already on the  
9 AAL seniority list before September 2001 were recalled from furlough.

10           23. In 2003, AAL and APA revised their agreement to allow the TWA-  
11 LLC pilots to flow down to American Eagle immediately under the terms of the  
12 Flow-Through Agreement.

13           24. The 2003 modification alleged in paragraph 23 adversely affected the  
14 interests of FTPs with AAL seniority numbers and other pilots at American Eagle.  
15 The 2003 modification allowed TWA-LLC pilots to displace FTPs and other jet  
16 captains at American Eagle from positions as aircraft captains. After the 2003  
17 modification was agreed upon, at least 174 former TWA-LLC pilots flowed-down  
18 to American Eagle and displaced FTPs and other jet captains at American Eagle.

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

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

27           27. APA has regularly and repeatedly acted against the interests of the  
28 FTPs as to their terms and conditions of employment at AAL. APA has acted to



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

- 5 (a) APA demanded or agreed with AAL to have TWA-LLC  
6 Staplees, who were below FTPs on the AAL pilot seniority list,  
7 placed into new-hire classes beginning in June 2007 ahead of  
8 the FTPs. Approximately 244 TWA-LLC pilots were called for  
9 new hire classes from June 2007 through March 2009 ahead of  
10 FTPs with superior AAL pilot seniority numbers.
- 11 (b) APA urged that AAL seniority numbers for FTPs should be  
12 forfeited for FTPs who had not begun working for AAL before  
13 May 2008 and whose AAL seniority numbers had been  
14 established before the acquisition of TWA and the addition of  
15 the TWA-LLC Staplees to the AAL pilot seniority list below  
16 the FTPs with these seniority numbers.
- 17 (c) APA has agreed with AAL to give pilots Length of Service  
18 (herein "LOS") credit for service at airlines other than AAL,  
19 including TWA, TWA-LLC, US Airways, Reno Air, AirCal  
20 and Mid-Atlantic Airways. APA has refused to negotiate for or  
21 seek LOS credit for FTPs for time spent at American Eagle,  
22 including time FTPs were withheld from transfer to AAL and  
23 while TWA-LLC pilots were flowing down to American Eagle  
24 and displacing FTPs from their positions at American Eagle.  
25 These LOS credits have resulted in increases in these other  
26 pilots' pay and other benefits at AAL above the pay and  
27 benefits for FTPs. As a result, FTPs with greater AAL pilot  
28 seniority are paid less than TWA-LLC pilots with lesser AAL



1 seniority and FTPs who have worked longer at AAL are paid  
2 less for the same jobs than TWA-LLC pilots who have worked  
3 less time at AAL.

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

11 28. Arbitrations conducted pursuant to the Flow-Through Agreement  
12 determined (a) AAL and APA violated the Flow-Through Agreement by hiring  
13 TWA-Staplees in preference to FTPs for new hire classes starting in 2007 and (b)  
14 TWA-Staplees were to be considered as new-hire pilots rather than furloughed  
15 pilots for purposes of new hire classes at AAL starting in June 2007. Because of  
16 these violations, arbitrators directed AAL to hire FTPs denied positions in new-  
17 hire classes commencing in about 2009 and, in addition, awarded AAL seniority  
18 numbers to an additional 154 FTPs who had not been offered positions in new hire  
19 classes that had been given to the TWA-LLC Staplees and who would have  
20 obtained AAL seniority numbers had they been called for the new-hire classes that  
21 were given to the TWA-Staplees. These 154 AAL seniority numbers were in  
22 addition to AAL seniority numbers FLPs had previously obtained pursuant to the  
23 Flow-Through Agreement. These 154 AAL seniority numbers had an effective  
24 date of April 30, 2008, and were behind and less senior to the TWA-LLC Staplees  
25 on the AAL pilot seniority list.

26 29. At various times, plaintiffs and the AAFLPC requested that APA take  
27 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 30. 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. Once the SLI process is completed, AAL  
13 will be bound by and will use the resulting integrated seniority list for purposes of  
14 hiring, furlough, pay, benefits and employment opportunities at AAL.

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

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

21 33. In connection with the SLI process, plaintiffs are informed and  
22 believe, and thereon allege, that: (a) APA has entered into a stipulation that  
23 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 harms the FTPs disproportionately to any other group of pilots on the proposed  
26 integrated seniority list, including by benefitting TWA-LLC Staplees who were  
27 hired in 2007 in new hire classes instead of the FTPs.

1           34. Plaintiffs have requested a copy of the foregoing stipulation referred  
2 to in paragraph 33, but APA has not provided a copy to plaintiffs.

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

6           (a) Putting FTPs in the same tier with the US Airways pilots with  
7 the lowest seniority at US Airways by placing all pilots hired  
8 post-2007 at the bottom of the integrated seniority list.

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 integrated seniority list. APA's proposal put the TWA-  
12 LLC Staplees ahead of these 755 US Airways pilots on the  
13 integrated seniority list. These 124 FTPs consist of FTPs  
14 awarded AAL seniority numbers because of APA's and AAL's  
15 agreement to hire TWC-LLC Staplees for new hire classes  
16 ahead of the FTPs, as alleged in paragraph 28.

17           (c) Putting an additional four (4) to five (5) US Airways pilots  
18 between each of the remaining FTPs on the proposed seniority  
19 list.

20           36. No other AAL pilots, including TWA-LLC pilots, are adversely  
21 affected by the insertions of US Airways pilots alleged in paragraph 35 or the  
22 methodology used by APA in developing its proposed integrated seniority list.  
23 The use of a post-2007 date, as alleged in paragraph 35(a), adversely affects FTPs  
24 and, in particular, adversely affects the FTPs who were awarded seniority numbers  
25 because of the violations of the Flow-Through Agreement alleged in paragraph 28.

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

1           38. APA has not offered a reasonable or rational reason to select a post-  
2 2007 date, as alleged in paragraph 35(a).

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

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

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

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

25           39. AAL has entered into the agreements with APA alleged in paragraphs  
26 23 and 27 knowing that these agreements would adversely affect and discriminate  
27 against FTPs and knowing that APA intended to discriminate against FTPs in such  
28 agreements.

**FIRST CLAIM FOR RELIEF**

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

40. Plaintiffs incorporate the allegations in paragraphs 1 through 39 hereof as if fully set forth in this Claim for Relief.

41. 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.

42. 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.

43. By the acts alleged herein, APA has acted arbitrarily, discriminatorily and in bad faith towards the FTPs, the individual plaintiffs, 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) negotiating and entering into agreements with AAL to give LOS credit to TWA-LLC and other pilot groups and excluding FTPs from such credits, including (i) LOS credit for time working for other airline carriers and (ii) an additional two-years of LOS credit for time pilots were unable to work at AAL because AAL pilots were on furlough from AAL; (c) refusing or failing to respond to questions from FTPs, including plaintiffs, as to APA's negotiation of LOS credits.

44. 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)

1 there are more TWA-LLC pilots than FTPs and (b) APA is hostile to the Flow-  
2 Through Agreement and the rights of FTPs thereunder because APA did not desire  
3 pilots employed at American Eagle to have any rights to flow-up to AAL, but  
4 desired only to secure the right for AAL pilots to flow-down to American Eagle.

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

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

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

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

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

3 **SECOND CLAIM FOR RELIEF**

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

6 49. Plaintiffs incorporate the allegations in paragraphs 1 through 39  
7 hereof as if fully set forth in this Claim for Relief.

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

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

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

25 53. By reason of the foregoing allegations in this Complaint APA has  
26 breached its duty of fair representation towards the FTPs, plaintiffs, the members  
27  
28



1 of plaintiff AAFTPC and the Proposed Class in connection with the SLI process  
2 and the proposed integrated seniority list.

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

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

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

- 22 1. For an order certifying the action as a class action, appointing  
23 plaintiffs as Class Representatives and their counsel as attorneys for  
24 the Class;
- 25 2. Against Allied Pilots Association (APA): (a) *On the First Claim for*  
26 *Relief*: (i) damages and future damages arising because the FTPs did  
27 not obtain LOS credits, including lost wages and benefits; (ii)  
28 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.

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

3       Dated: July 29, 2015.

KATZENBACH LAW OFFICES

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5                       By s/ Christopher W. Katzenbach

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9                       GREGORY R. CORDES, DRU MARQUARDT,  
10                      DOUG POULTON, STEPHAN ROBSON, and  
11                      PHILIP VALENTE III on behalf of themselves  
12                      and all others similarly situated

13                                       **DEMAND FOR JURY TRIAL**

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

16       Dated: July 29, 2015

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18                      By s/ Christopher W. Katzenbach

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26  
27  
28