

EXHIBIT 13

Wes Kennedy

From: Roland P. Wilder <rpwilderjr@bapwild.com>
Sent: Monday, December 17, 2012 5:46 PM
To: kennedy@ask-attorneys.com
Cc: Patrick J Szymanski
Subject: Fwd: Paragraph 10, counter
Attachments: MOU, Paragraph 10, USAPA counter, 2012 12 17 pm.doc; Untitled attachment 00393.htm

Wes,

Attached is our seniority integration proposal from Pat. We hope to have a conference call with Siegel and Mollen shortly. You are welcome to join us, or speak to Pat and me directly.

Roland

Sent from my iPad

Begin forwarded message:

From: Patrick Szymanski <szymanski@msn.com>
Date: December 17, 2012, 5:08:49 PM CST
To: "Wilder, Roland" <rpwilderjr@bapwild.com>, "Colello, Dean" <dcolello@usairlinepilots.org>
Subject: Paragraph 10, counter
Reply-To: <szymanski@msn.com>

Roland,

Attached is a document with our suggested changes to Paragraph 10 for discussion.

We would appreciate just a little notice before we are scheduled to talk to make sure both Jess Pauley and I are available.

And, we expect that whoever participates will agree that nothing said during our discussion will be used in litigation in the Phoenix Declaratory Judgment action, any appeal or with respect to any litigation concerning any of the claims or issues involved in that litigation. Oral agreement with this condition is sufficient.

Pat Szymanski
202.369.5889 (cell)
szymanski@msn.com

10. a. The Parties shall commence a seniority integration process consistent with the McCaskill-Bond Amendment ~~shall begin as soon as possible~~ after the Effective Date. If, on the date ninety (90) days following the Effective Date, direct negotiations between APA and USAPA have failed to result in an agreed upon integrated merged seniority list acceptable to the pilots at both airlines, APA and USAPA will designate a panel of three neutral arbitrators ~~will be designated~~ within fifteen (15) days to resolve the dispute, pursuant to the authority and requirements of the McCaskill-Bond Amendment. That arbitration will commence no later than 60 days after the designation of the arbitrators, or as soon thereafter as practicable given the availability of the designated arbitrators, provided that it is understood that, in all events, the seniority integration arbitration will not commence prior to final approval of the JCBA pursuant to the deadlines and procedures in Paragraph 27 below. The panel of arbitrators will render its award within six (6) months of the commencement of the arbitration, and in any event not later than 24 months after the Effective Date. APA and USAPA shall continue to represent their respective pilot crafts or classes in the McCaskill-Bond process through the termination of the proceeding and with respect to any negotiations concerning implementation of the panel's award notwithstanding any change in representative that may be determined by the National Mediation Board.

b. The panel of arbitrators may not render an award unless it complies with the following criteria: (i) the list does not require any active pilot to displace any other active pilot from the latter's position; and (ii) furloughed pilots may not bump/displace active pilots; and (iii) except as set forth in Paragraphs 12 and 13 below, the list does not require that pilots to be compensated for flying not performed (e.g., differential pay for a position not actually flown); (iv) the list allows pilots who, at the time of implementation of an integrated seniority list, are in the process of completing or who have completed initial qualification training for a new category (e.g., A320 Captain or 757 First Officer) to be assigned to the position for which they have been trained, regardless of their relative standing on the integrated seniority list or who have successfully bid such a position but have not been trained because of conditions beyond their control (such as Company freeze) and (v) it does not contain conditions and restrictions that materially increase costs associated with training or company paid move as specified in the JCBA.

c. The integrated seniority list resulting from the McCaskill-Bond process shall be final and binding on APA and USAPA (and/or the certified bargaining representative of the combined pilot group), the Company(ies) and its (their) successors (if any), and the American/New American Airlines and US Airways pilots.

d. During the McCaskill-Bond process, including any arbitration hearing, US Airways, American or New American Airlines, or their successors (if any), shall remain neutral except with respect to which seniority list should be adopted insofar and to insure that the award the extent that such lists complies with the criteria ~~restrictions listed in (i)-(v) above.~~

e. The obligations contained in this Paragraph shall be specifically enforceable on an expedited basis before a System Board of Adjustment in accordance with Paragraph 20 ~~and/or before a court of competent jurisdiction.~~

f. The Parties will agree to a Seniority Integration Protocol Agreement ("Protocol

Agreement") consistent with the McCaskill-Bond Amendment and this Paragraph 10 of the Memorandum will be agreed upon within 3015 days of the Effective Date. The Protocol Agreement will set forth the process and protocol for conducting negotiations and arbitration, if applicable. The company(ies) will be parties to the arbitration, if any, in accordance with McCaskill-Bond. The Company(ies) shall provide information requested by the Union the pilots for use in the arbitration, if any, in accordance with requirements of McCaskill-Bond, and provided that the information is relevant to the issues involved in the arbitration, so long as the requests are reasonable and do not impose undue burden or expense, and so long as the Union pilots agree to appropriate confidentiality terms. Any disputes concerning requested information that cannot be resolved by the parties shall be submitted to and resolved by the panel for resolution which shall be final and binding.

g. This Memorandum is not a waiver of any argument which participants may make in the seniority integration process. Nor do the provisions of this Memorandum constitute an admission as to the appropriate allocation of flying following the expiration of the protections in Paragraph 8 of this Memorandum, or the manner in which the respective pre-merger carriers would have operated in the absence of a merger, or the job entitlements or equities that arguably underlie the construction of an integrated seniority list, or for any other purpose. This Memorandum may be offered into evidence or shown to a mediator as background information and to describe the actual operations of the separate carriers prior to expiration of the protections in Paragraph 8 of this Memorandum.

h. US Airways agrees that neither this Memorandum nor the JCBA shall provide a basis for changing the seniority lists currently in effect at US Airways other than through the process set forth in this Paragraph 10.