Exhibit B

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Re: Seniority Integration in US Airways - American Merger

Dear Pat,

Now that the MOU has been ratified and the merger has been approved by both airlines, it is time once again to make very clear the West Pilots' position on seniority.

I recently sent letters to Bob Siegel and Ed James stating that unless USAPA agrees that the Nicolau list will be integrated with the American list, the West Pilots will be forced to file a third round of litigation and seek an injunction of the merger process until we can get a court order directing that the only list that can be used is the Nicolau.

Although Judge Wake's injunction was vacated for lack of ripeness, his legal analysis was sound when he held that no matter what US Airways or any union does, the West Pilots are "entitled to a union that will not abrogate the Nicolau Award without a legitimate purpose" unless they consent to something else. *Addington v. US Airline Pilots Ass'n*, No. CV 08-1633-PHX-NVW, 2009 WL 2169164, at *28 (D. Ariz. Jul. 17, 2009). He was also correct when he ruled that USAPA would violate its duty to the West Pilots if it negotiated higher wages without implementing the Nicolau Award list. *Id.* And yet, that is precisely what USAPA did by adopting the MOU.

Thanks to the MOU, USAPA is no longer held hostage by the East Pilots' claimed right of ratification. USAPA's officers and leaders can honor the Nicolau Award without fear that the East Pilots can interfere with the American/Airways merger. It is legally immaterial that USAPA's constitution mandates date-of-hire seniority because, to the extent that a union

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constitution requires it to breach its legal duties, it is void. *See Steele v. Louisville & Nashville R. Co.*, 323 U.S. 192, 194-95 (1944) (abrogating union constitution that excluded African-Americans from membership); *James v. Int'l Bdh. of Locomotive Engineers*, 302 F.3d 1139, 1148 (10th Cir. 2002) ("Even if a union's action is authorized under its constitution, it may still breach the duty of fair representation.").

All obstacles to satisfying the Ninth Circuit's 2010 ripeness standard were removed upon ratification of the MOU and the confirmation of the merger by the two airlines. The Ninth Circuit cautioned in its decision that the West Pilots would have a ripe DFR claim "once a contract is ratified." *Addington v. US Airline Pilots Ass'n*, 606 F.3d 1174, 1180 n.1 (9th Cir. 2010). The MOU is just such a contract. The clock, therefore, is running on the six-month limitations for the West Pilots to file a DFR claim against USAPA once again. Consequently, the West Pilots have until early August, 2013, to seek judicial relief.

This interlude gives all concerned parties (APA, US Airways, USAPA and the West Pilots) time to establish a binding pilot integration protocol that requires integrating the Nicolau Award list with the American list. I expect that APA and Airways would readily agree to such terms. I urge USAPA to put the interests of all US Airways pilots first and agree as well.

Sincerely,

Marty

Marty Harper

MH:asj