

Exhibit “A” to Jacob Declaration

Reply Reply All Forward

RE: MOU Protocol Agreement

Jennifer Axel

To: 'Paul.Jones@usairways.com'; 'kennedy@ask-attorneys.com'; 'ejames@jamhoff.com'; Patrick Szymanski (szymanski@msn.com)
Cc: Marty Harper; Andy Jacob; Siegel, Robert [rsiegel@omm.com]; Hollinger, Chris [chollinger@omm.com]

Tuesday, December 10, 2013 4:46 PM

The West Pilot Merger Committee - David Braid, Johan DeVicq, Doug Dotter, Eric Ferguson and Russ Payne - along with counsel (Marty, Andy and I) will be in attendance.

We look forward to working with everyone as well.

Thanks,

Jen

-----Original Message-----

From: Jones, Paul (Legal Dept) [<mailto:PaulLegalDept.Jones@usairways.com>]

Sent: Tuesday, December 10, 2013 7:51 AM

To: kennedy@ask-attorneys.com; ejames@jamhoff.com; szymanski@msn.com; Marty Harper

Cc: Robert Siegel; Chris Hollinger

Subject: MOU Protocol Agreement

As you know, the merger between US Airways and American Airlines has closed, and we are now obligated under the MOU to meet promptly to initiate the McCaskill-Bond process. This includes discussion of a protocol agreement within the time period specified in the MOU (30 days from December 9). In order to satisfy this obligation, the Company would like to convene a meeting of the pilot merger committees at 10 o'clock ET on December 20 at the offices of O'Melveny & Myers, 1625 Eye Street, NW, Washington, DC. Please confirm your attendance by reply email.

We look forward to working with you.

Thank you.

Exhibit “B” to Jacob Declaration

PATRICK J SZYMANSKI, PLLC

December 19, 2013

Paul D. Jones, Esq.
111 W. Rio Salado Parkway
Tempe, AZ 85281
(PaulLegalDept.Jones@usairways.com)

Dear Paul:

We understand that the Company has decided to meet and bargain with someone other than the certified bargaining representatives concerning the seniority of the former US Airways pilots. To make it perfectly clear, USAPA objects and will not participate in any such meeting or bargaining. The Company's action in this respect violates the MOU and the law, unilaterally usurps the jurisdiction of the United States District Court in Phoenix and can only delay the seniority integration process. USAPA and its Merger Committee, which is USAPA's designated representative for the purpose of seniority matters, reserve their right to take all appropriate legal action concerning the Company's unilateral interference.

As we have previously stated, the seniority integration process is primarily a matter between the certified bargaining representatives – APA and USAPA. We are continuing our discussions with APA and will inform you in due course concerning appropriate next steps. We are well aware of the timeline set forth in the MOU for the seniority integration process between APA and USAPA. The Company is obviously aware that the MOU provides that a seniority integration arbitration proceeding, if necessary, cannot commence until the JCBA is finalized. Any ratified agreement concerning seniority integration would similarly not be effective until conclusion of the JCBA process. It is clear the JCBA process will take several months and likely will not conclude until mid-2014 or even later. Under these circumstances, there is no basis for concern about the bargaining representatives satisfying the MOU timeline for the Section 3 and 13 process.

Nor is there any valid reason for the Company's action interfering with the MOU process and violating USAPA's status as exclusive bargaining representative under the RLA. That action is plainly a stunt aimed at weakening USAPA's position in representing the interests of US Airways pilots. Contrary to allegations made in litigation and elsewhere, the USAPA Merger Committee, consisting of former East

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szymanski@msn.com

Paul D. Jones, Esq.
December 19, 2013
Page 2 of 2

and former West pilots, is in the best position to represent all of the former US Airway Pilots in the seniority integration process.

This letter represents the unanimous position of the entire USAPA Merger Committee.

Very truly yours,

A handwritten signature in black ink, appearing to read "Patrick J. Szymanski". The signature is written in a cursive, somewhat stylized font.

Patrick J. Szymanski

cc: USAPA Merger Committee

Exhibit “C” to Jacob Declaration

West Pilot Merger Committee Proposed Protocol Agreement

This Protocol Agreement (“Agreement”) is made and entered into by the management of New American Airlines and US Airways (collectively “New American”) and the Merger Committees that represent three groups of pilots, pursuant to Section 10.f of the Memorandum of Understanding Regarding Contingent Collective bargaining Agreement (“MOU”). These three pilot groups are as follows: (1) pilots on the seniority list of American Airlines at the time of this merger (“American Pilots”); (2) pilots who are members of the certified class in *Addington v. US Airline Pilots Association*, 13-cv-00471, (“West Pilots”); and (3) pilots who were on the seniority of US Airways prior to the 2005 merger with America West (“East Pilots”) and pilots hired by US Airways following that merger (“New Hire Pilots”).

WHEREAS the Parties desire to efficiently complete the process of seniority list integration (“SLI”) for all pilots in the service of New American within the time constraints set out in Section 10.a of the MOU;

WHEREAS it is in the best interests of the Parties to set out with specificity the basis by which this SLI will be conducted; and

WHEREAS it is in the best interests of the Parties that all three Merger Committees have sufficient funds to defray the expenses of participating in this SLI;

The Parties agree as follows:

1. This Agreement constitutes the Protocol Agreement referenced in Section 10.f of the MOU.
2. Each of the three pilot groups shall designate up to five active pilots as its Merger Committee.
3. The three pilot groups have full and independent discretion to remove, replace or add to the membership of their respective Merger Committees as defined by this agreement, according to that group’s internal governance.

4. Because New American is responsible for ensuring a fair and equitable SLI, Section 7 of the MOU is expressly modified to the extent that New American agrees to provide a total of \$2 million to each of the three Merger Committees within 30 days of the Effective Date of the MOU, or January 9, 2014, to be used to fund that Committee's merger related expenses such as flight pay loss, travel and per diem expenses, reasonable legal fees and expenses, consultant fees, and the fees and costs associated with SLI arbitration, if necessary per the MOU.

5. The members of each Merger Committee, counsel to such committees, expert consultants, and any other individuals having access to information provided by New American shall sign and abide by the same standard non-disclosure agreement.

6. New American shall provide the members of each Merger Committee release from flight assignments as requested by the respective merger committee members to allow them to perform the duties of their Committees and shall make positive space transportation available to the members of each Merger Committee when those members are engaged in activities related to SLI.

7. [PROVISION DETAILING PROCEDURES TO REQUEST RELEASE FROM FLIGHT ASSIGNMENTS GOES HERE]

8. New American shall provide information reasonably requested by designated contacts of each Merger Committee and, in so doing, shall simultaneously provide all such information to the other two Merger Committee contact persons. And, wherever possible, New American shall provide such information in Excel spreadsheet format or other commonly used searchable formats.

9. The Merger Committees shall immediately commence compilation, verification, and certification of employment data. New American shall provide each Merger Committee the use of pilot mailboxes and/or electronic notice via company resources to transmit notices to the pilots represented by that Committee concerning each pilot's individual employment data.

10. For their respective pilot groups and with the cooperation of New American the Merger Committees shall: (i) compile, independently review and verify such data, and deliver such data to individual pilots for confirmation within 20 days of making this Agreement; (ii) receive individual pilot protests within 30

days of making this Agreement; (iii) resolve individual pilot protests within 40 days of making this Agreement; and (iv) certify and exchange seniority lists immediately following resolution of individual pilot protests.

11. Each Merger Committee shall exchange a list of its pilots that results from the process set out above. The West Merger Committee shall submit a list of West Pilots. The East Merger Committee shall submit two lists: one list of East Pilots and one list of the pilots hired during the Separate Operations period and placed on a third seniority list entitled "New Hire Seniority List," as referenced in Paragraph 7 of the 2005 Transition Agreement ("New Hire Pilots".) These lists shall be made without prejudice to any Committee's position on the proper relative seniority integration of East Pilots, West Pilots, and New Hire Pilots.

12. These pilot lists shall be in an Excel spreadsheet that shows each pilot's name, employee number, seniority number (relative to the other pilots on that list), date of hire, and date of birth, as well as the pilot's seat, aircraft, domicile, and starting and ending dates of each pilot's past furloughs (other than strike-related furloughs), leave status, instructor status, management pilot status, and/or medical/disability status, all as of the December 9, 2013. Union related leave, military leave, personal leave, FMLA leave and/or sick leave shall not be counted as furlough time.

13. The three Merger Committees, without the presence of counsel, will attempt to negotiate a SLI according to the schedule set out in Section 10.a of the MOU.

14. All evidence of such negotiations shall be excluded from introduction in any seniority integration proceedings according to Federal Rule of Evidence 408.

15. No negotiated SLI shall have any effect whatsoever unless agreed to in writing by all three Merger Committees.

16. If the Merger Committees are unable to agree to a negotiated SLI for all pilots by March 9, 2014, a three member Arbitration Panel will determine a SLI according to the procedures set out in Section 10 of the MOU.

17. The members of this Arbitration Panel shall be designated by March 24, 2014, in the following manner:

- (i) A list of possible members of the Arbitration Panel (the “Arbitrator List”) shall be made by counsel for New American comprised of those individuals who, at any time after January 1, 2003, were a neutral arbitrator in one or more pilot seniority arbitrations related to an airline merger.
- (ii) On or before January 17, 2014, New American shall contact each person on the Arbitrator List to determine whether that individual could be available to serve on the Arbitration Panel. New American shall remove all those who cannot be available from the list and shall provide that revised Arbitrator List to each of the Merger Committees.
- (iii) By January 24, 2014, each Merger Committee shall propose three names taken from the revised Arbitrator List to New American for membership on the Arbitration Panel. Any name that is proposed by all three Committees shall be put on the Arbitration Panel and taken off the Arbitrator List. Counsel for New American shall not divulge any names that were proposed by fewer than all three Committees.
- (v) By January 31, 2014, and to the extent that it is necessary to select additional members for the Arbitration Panel, the Merger Committees shall in turn strike names from those remaining on the Arbitrator List until the number of names remaining is that number needed to complete a three-member Arbitration Panel. Those arbitrators remaining on the list after striking is completed shall be on the Arbitration Panel.

18. The arbitration to determine the SLI of all three pilot groups shall afford each Merger Committee equal time.

19. Unless otherwise specified in this Protocol Agreement, the Arbitration Panel shall conduct its proceedings and make its decision in a manner consistent with the McCaskill-Bond amendment to the FAA act and shall establish and abide by time limits set out in the MOU.

AGREED TO THIS ___ DAY OF _____, 201__

For the American Pilot Merger Committee:

For the West Pilot Merger Committee:

For the East Pilot Merger Committee:

For New American:

Exhibit “D” to Jacob Declaration



Merger Committee

December 20, 2013

Merger Committee Update

On Thursday, December 19, in compliance with the MOU direction regarding the Seniority List Integration (SLI) timeline, representatives from your Merger Committee met in Washington with representatives of the APA Seniority Integration Committee. We discussed language for the Protocol Agreement which will govern major aspects of the upcoming SLI process. This is the 1st phase of the Seniority Integration process as defined in the MOU Timeline.

The exchange was friendly, frank and productive. We will continue to exchange draft language during the holidays and have scheduled additional meeting dates in early January. Your Board was briefed by the Merger Committee earlier this month on our initial draft of the Protocol Agreement at the most recent quarterly meeting in Charlotte, with the understanding they would approve any final language.

Last week the Company proposed a meeting on December 20 with themselves, USAPA, APA, and the Addington II plaintiffs. As you know, the Company, USAPA, and APA are the only parties to the MOU. The plaintiffs in the Addington II litigation are not. A meeting between the Company and the Addington II plaintiffs concerning seniority would be a violation of a number of sections of the MOU as well as the Railway Labor Act. Additionally, the Company has never indicated the intended subject matter of the proposed meeting.

The USAPA Merger Committee will not be attending the meeting, or any other meeting that includes parties other than the exclusive bargaining agents of the two pilot groups and the Company, unless and until there is a requirement from the courts. Our counsel

has stated this position to the Company, including the fact that such a meeting would violate USAPA's status as the certified bargaining representative of all US Airways Pilots. You may rest assured your Merger Committee is in unanimous agreement that we will endeavor to comply with all aspects of the MOU as it pertains to our SLI timeline. Should the Company not follow the well-defined direction and intent of the MOU, your union will take the appropriate steps under the procedures established by the MOU to stop the violations and steer the process back to the proper course. Attached is a copy of the letter that was sent to the Company yesterday.

The recap of the recent APA board meeting contains the following report:

"The Seniority Integration Committee gave an in-depth briefing in executive session. The board approved a related motion to authorize the committee to enter into protocol and seniority integration negotiations in accordance with the four-party MOU and the McCaskill Bond Act labor protective provisions. The committee is directed to seek a fair and equitable seniority integration based on the AA pilots' pre-merger career expectations that ensures equitable sharing of post-merger progression or decline."

We are encouraged by this report and are hopeful our discussions with the APA Committee will continue to make progress towards fair and equitable seniority integration for all of our pilots.

USAPA Merger Committee

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Phone Message: 877-332-3350 | Office: 704-936-4500 | Toll-free: 877-332-3342

Exhibit “E” to Jacob Declaration

December 24, 2013

Via Email and Certified Mail (Return Receipt Requested)

Beth Holdren
Managing Director Labor Relations, Flight
US Airways, Inc.
4000 E. Sky Harbor Road
Phoenix, AZ 85034

RE: MTA Dispute No. 2

Dear Ms. Holdren:

In accordance with the Merger Transition Agreement (“MTA”), as specifically set forth in paragraph 20 of the Memorandum of Understanding (“MOU”), among American Airlines, Inc., US Airways Inc. (“the Company”), and the airline pilots in the service of US Airways, Inc., as represented by the US Airline Pilots Association (“USAPA” or “the Association”) and Allied Pilots Association (“APA”), USAPA submits for resolution by the Pilots’ Special System Board of Adjustment under paragraph 20 of the MOU a dispute concerning the Company’s violation of its obligations under the MOU to deal only with the exclusive bargaining representatives of the pilots of US Airways concerning the matters that are the subject of the MOU, including the seniority integration process established under paragraph 10 of the MOU to comply with its obligations to produce information relevant to the seniority integration process in response to the requests of the Association’s merger committee.

Specifically, USAPA asserts:

1. Questions at Issue

Whether the Company violated relevant provisions of the MOU by recognizing and meeting with persons other than the APA and USAPA concerning the seniority integration process under paragraph 10 of the MOU, specifically by inviting and meeting with representatives of the plaintiffs in *Addington, et al. v. US Airline Pilots Association*, 13-cv- 00471 (ROS) (Dist. Ariz. 2013)(“*Addington IP*”); and

By failing and refusing on multiple occasions to reasonably respond to requests for information related to the merger from the US Airline Pilots Association, including requests by the USAPA Merger Committee made over the last several months and more particularly in November and December of 2013 as described below.

2. Statement of Facts

On December 10, 2013, the Company, in the form of the merged carrier New American, transmitted an electronic mail message to representatives of the APA and USAPA proposing a meeting on December 20, 2013 for the purpose of discussing the seniority integration process

under paragraph 10 of the MOU. The Company included as addressees of that electronic mail message the attorneys for the plaintiffs in *Addington II* and invited representatives of the plaintiffs in that litigation to participate in the meeting. The Company invited the *Addington II* plaintiffs although the United States District Court for the District of Arizona has not granted relief to the plaintiffs permitting them to participate in the Section 3 and 13 seniority integration process established under the MOU. Counsel for the USAPA Merger Committee put the Company on notice by electronic mail dated December 12, 2013 that the seniority integration process under paragraph 10 of the MOU was to include only the certified bargaining representatives. By electronic mail dated December 12, 2013, Company representative Paul Jones responded that the Company would go forward with the meeting scheduled for December 20, 2013. By letter dated December 19, 2013, counsel for the USAPA Merger Committee put the Company on notice that including persons other than the exclusive bargaining representatives of the pilot groups absent a court order requiring such action was a violation of the MOU. Despite being placed on notice that it was violating the MOU by injecting the *Addington II* plaintiffs into the MOU seniority integration process, the Company met and bargained with representatives of the plaintiffs on December 20, 2013 concerning the MOU paragraph 10 seniority integration process.

On November 27, 2013, USAPA Merger Committee Chairman Jess Pauley submitted information requests to the Company pursuant to paragraph 6 of the MOU. On December 4, 2013, the Company, through its counsel acknowledged receipt of Mr. Pauley's email. The Company did not produce any information in response to Mr. Pauley's request. On December 9, 2013, counsel for the USAPA Merger Committee again communicated with Company counsel concerning the USAPA Merger Committee's information request. On December 12, 2013, counsel for the Company again acknowledged the information requests by the USAPA Merger Committee. In the December 12, 2013 email, counsel for the Company stated it would identify by December 13, 2013 when information would be produced in response to the USAPA Merger Committee information requests. The Company failed to do so. Despite a further request, the Company continues to fail and refuse to produce information in response to the USAPA Merger Committee information requests.

3. Position of the Association

The Company has violated its obligations under the MOU by unilaterally recognizing and injecting the *Addington II* plaintiffs into the MOU paragraph 10 seniority integration process. The Company took this action knowing that the United States District Court for the District of Arizona *has not* granted the relief requested by it and the *Addington II* plaintiffs permitting those plaintiffs to participate in the seniority integration process. The Company's action in dealing with the *Addington II* plaintiffs concerning the seniority integration process will only delay and disrupt the seniority integration process of the MOU. It is further an obvious tactic to undermine USAPA's merger committee, which includes former East and former West pilots, as the representative of all US Airways pilots in the seniority integration process. Finally, it is an effort by the Company to disrupt cooperation between APA and USAPA in the seniority integration process. All of these actions are taken against the best interests of the pilots of US Airways and are contrary to the Company's duties under the MOU.

The Company has further violated its duties under the MOU by failing to timely respond to information requests by the USAPA Merger Committee under paragraph 6 of the MOU. The Company has stalled its response to USAPA's requests with no explanation or even estimated date of compliance with the MOU's information request provisions (much less actual compliance). The Company's actions in violating the clear requirements of the MOU for production of information also reflects the Company's effort to disrupt and delay the seniority

integration process, to disrupt and delay cooperation between the merger committees of APA and USAPA, to undermine USAPA's representation of all US Airways pilots, and to undermine the best interests of both pilot groups.

4. Position of the Company

Despite its patent violation of its MOU obligations, we anticipate the Company will assert that its unilateral recognition and dealing with the *Addington II* plaintiffs concerning the MOU seniority integration process does not violate its obligations under the MOU. Further, although the Company has not complied with its obligations to timely respond to information requests from the USAPA Merger Committee, or even to say when it will respond, we anticipate the Company will claim it has not violated its obligations under paragraph 6 of the MOU.

USAPA submits these disputes for hearing by the Board and for expedited determination in accord with the provisions of the MTA and MOU.

Sincerely,



Captain Gary Hummel
President, US Airline Pilots Association

Parties to be cc'd via electronic mail:

Captain Lyle Hogg, Vice President Flight Operations
Linda Malone, Sr. Manager Labor Relations
Alli McIntosh, Manager Labor Relations
Edgar N. James, Esq., General Counsel to the APA
Captain Mark Stephens, Seniority Integration Chairman
Bennett Boggess, Esq., Director of Representation

Captain David Ciabattoni, USAPA Grievance Committee Chairman
First Officer Jeff Koontz, USAPA Grievance Committee Vice-Chairman
Brian O'Dwyer, Esq., General Counsel to USAPA
Matt Bradley Associate Counsel/Director Contract Administration
Sue Edwards, Esq., Contract Administrator
Laura Backus, Esq., Senior Contract Administrator