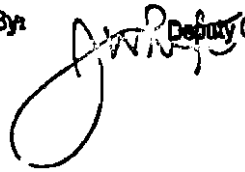


FEB 21 2012

JAMES N. HATTEN, Clerk  
By:  Deputy Clerk

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
[ATLANTA DIVISION]

- - - - -X

CHRISTOPHER P. JAMISON,  
JOHN CARTWRIGHT,  
DAVID EDWARD MARCU, and  
TOMMIE D. BENEFIELD, JR.,

**JEC**

Plaintiffs,

COMPLAINT

1:12-CV-0544

-v.

2012 CV \_\_\_\_\_ ( )

AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL, and LEE MOAK,  
as President of Air Line  
Pilots Association,  
International,

Defendants.

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**JURY DEMAND:**  
**PLAINTIFFS DEMAND TRIAL BY JURY**  
**OF ALL ISSUES TRIABLE OF RIGHT BY A JURY**

Plaintiffs CHRISTOPHER P. JAMISON, JOHN CARTWRIGHT, DAVID  
EDWARD MARCU, and TOMMIE D. BENEFIELD, each acting *pro se*,  
complaining of the defendants herein, AIR LINE PILOTS  
ASSOCIATION, INTERNATIONAL and LEE MOAK, as President of Air  
Line Pilots Association, International, as and for their

Complaint, respectfully allege as follows:

JURISDICTION AND VENUE

1. This Court has proper jurisdiction to entertain the claims set forth herein by virtue of 28 U.S.C. sec. 1331 (federal question jurisdiction); and by virtue of section 301(b) of the Labor Management Relations Act (29 U.S.C. sec. 141 et seq.); the Labor Management Reporting Disclosure Act ["LMRDA"] (29 U.S.C. sec. 401 et seq.); 28 U.S.C. sec 1337(a); the Railway Labor Act ["RLA"] (45 U.S.C. sec. 151 et seq.); and by virtue of the Court's equitable, pendent, and supplemental jurisdiction (28 U.S.C. sec. 1367).

2. This Court is a proper venue for the claims set forth herein pursuant to 28 U.S.C. sec. 1391, by virtue of the fact that each defendant does business within this district, in that:

a) Defendant AIR LINE PILOTS ASSOCIATION,

INTERNATIONAL [hereinafter sometimes referred to as "ALPA"] represents thousands of pilots who are based at Hartsfield-Jackson Atlanta International Airport, which is located within this district, and that it actually conducts business within this district by virtue of the fact that it extends representation to pilots concerning a broad range of activities within this district.

b) The representation by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL of its members, including each of the

plaintiffs herein, extends to all of its members' professional flying activities, including those times at which they would fly to and from an airport or airports within this district;

c) Defendant LEE MOAK, who is sued in his representational capacity only, is, and has been since January 1, 2011, the President of the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL, and flies to and from this State and, in particular, this judicial district, frequently in order to carry out the business affairs and activities of the Air Line Pilots Association, International.

### THE PARTIES

#### Plaintiffs

3. Each of the plaintiffs herein is a pilot who was hired by AirTran Airways, Inc. ["AirTran"] and has been employed by such carrier for many years.

4. The terms and conditions of the employment of each such plaintiff, and of all AirTran pilots, was at all pertinent times referred to herein and is governed by a collective bargaining agreement between AirTran Airlines and the pilots as represented by the Air Line Pilots Association, International.

5. At all pertinent times referred to herein, all of the plaintiffs herein were residents of various jurisdictions throughout the United States and were employed by AirTran Airlines.

6. Plaintiff CHRISTOPHER P. JAMISON ["Jamison"] is a domiciliary of Warrenton, Virginia.

7. Plaintiff Jamison first became employed by ValuJet, AirTran's predecessor, in or about 1993, before the 1997 merger of the two airlines.

8. Plaintiff JOHN CARTWRIGHT ["Cartwright"] is a domiciliary of Watkinsville, Georgia.

9. Plaintiff Cartwright first became employed by AirTran in or about early 2000.

10. Plaintiff DAVID EDWARD MARCU ["Marcu"] is a domiciliary of Killen, Alabama.

11. Plaintiff Marcu first became employed by AirTran on or about \*.

12. Plaintiff TOMMIE D. BENEFIELD ["Benefield"] is a domiciliary of Jacksonville, Florida.

13. Plaintiff Benefield first became employed by ValuJet, AirTran's predecessor, in or about 1994, before the 1997 merger of the two airlines.

14. In addition to the plaintiffs herein, as many as approximately 1,700 AirTran pilots were similarly situated, and suffered damage to their earnings and their professional careers in like manner as those named as plaintiffs herein, and the complaint herein can be expected to be amended to include a large number of additional plaintiffs.

## Defendants

15. At all pertinent times referred to herein, defendant AIR LINE PILOTS ASSOCIATION, INTERNATIONAL [hereinafter, alternately, "ALPA" or the "Union"] was and is an unincorporated association acting as a labor union.

16. ALPA is the largest airline pilot union in the world and represents some 53,000 pilots at dozens of airlines in the United States and Canada. It is chartered by the AFL-CIO and the Canadian Labour Congress, and is a member of the International Federation of Air Line Pilot Associations.

17. ALPA is a labor organization and is the certified representative of employees under the provisions of the Railway Labor Act.

18. Upon information and belief, ALPA's principal place of business is in Herndon, Virginia.

19. Upon information and belief, ALPA maintains offices in other locations, including in Washington, D.C.

20. At all pertinent times referred to herein, defendant LEE MOAK was and is President of defendant ALPA, having begun his tenure as President on or about January 1, 2011.

21. At all pertinent times referred to herein, defendant Lee Moak maintained and still does maintain an office in Washington, D.C. and travels to various jurisdictions, including this district, in pursuit of his official duties.

22. Defendant Moak is sued herein in his representational capacity only, and no damages are herein sought from Moak's personal funds. Nor are damages sought from Moak separate and apart from the damages claims interposed against the Union.

### ALPA'S REPRESENTATIONAL STRUCTURE

23. In addition to its national office, ALPA acts through a "Master Executive Council" ["MEC"] at each airline at which it extends representation.

24. Such MEC serves as the coordinating council for ALPA membership at the particular airline.

25. Each ALPA MEC, comprised of pilots for the respective carrier, is authorized to act on behalf of ALPA with regard to representing pilots on the property of the respective airline.

26. ALPA conducts business in numerous locations, including at the offices of each MEC at each of the approximately 48 airlines at which ALPA provides representation throughout the United States and Canada.

27. At all pertinent times referred to herein, ALPA constituted a "representative" within the meanings set forth in both the Railway Labor Act ["RLA"] and the Labor-Management Reporting Disclosure Act ["LMRDA"].

28. At all times referred to herein, ALPA was the exclusive bargaining representative of each of the plaintiffs

herein, as well as all, or virtually all, other approximately 1,700 TransAir pilots.

29. ALPA's representation of the AirTran pilots requires that it serve as a party to the pilots' collective bargaining agreement, setting forth the rates of pay, rules, and working conditions for the pilots.

30. At all pertinent times referred to herein, the AirTran MEC was designated as the coordinating council for the ALPA membership at AirTran and, as such, was empowered to take an array of actions in order to address concerns of AirTran pilots.

31. At all pertinent times referred to herein, the AirTran ALPA MEC was empowered to participate in collective bargaining activities with AirTran management.

32. The AirTran MEC serves under the auspices of ALPA's national offices and officers.

33. In addition, no collective bargaining agreement or any document by which a collective bargaining agreement is modified, supplemented, or amended (including any letter of agreement) may be given effect unless and until it has been signed by ALPA's President.

34. ALPA extends representation to pilots at various airport "domiciles" throughout the United States, including at virtually every major airport in the nation and at airport

domiciles within this district such as Hartsfield-Jackson Atlanta International Airport.

35. ALPA's members live in various states and provinces, and, upon information and belief, reside in every state in the United States and in at least certain provinces of Canada.

36. The instant complaint arises from issues surrounding the seniority integration process emanating from the merger of the seniority lists of Southwest and AirTran.

## BACKGROUND

### The Merger Plan

36. In or about late September 2010, Southwest Airlines Co. [hereinafter, "Southwest"] announced that it would acquire the stock and assets of AirTran Holdings, Inc., the then-parent company of AirTran.

37. At that time, a merger agreement was entered into between the parties.

38. Southwest was a much larger carrier, employing some 37,000 persons, including more than 6,000 pilots, operating more than 3,300 flights daily on its 550 aircraft, and tallying approximately 1.1 million departures in a recent calendar year. AirTran, on the other hand, had some 250,000 departures annually and employed approximately 1,600 pilots.

39. Southwest traditionally flies only B-737 aircraft (and is recognized as the largest operator of that equipment



worldwide, with some 550 such aircraft in service), while AirTran has about 140 aircraft, comprised of some 88 B-717's and 52 B-737-500's.

40. Southwest's purchase of AirTran permits Southwest to expand to some 38 additional destinations, eliminate a low-cost competitor, provides it with landing slots in the New York and Washington, D.C. areas, and gives it access to Atlanta.

### The Importance of Seniority

41. A pilot's seniority within his or her airline system is governed by the collective bargaining agreement between his or her respective employer carrier, on the one hand, and his or her union, on behalf of the pilots at the particular carrier.

42. The collective bargaining agreement [hereinafter, "Pilots Working Agreement"] is comprised not only of the main agreement, but also incorporates any side letters or letters of agreement that modify or supplement such Pilots Working Agreement. Each such agreement, whether the main agreement or any letters of agreement modifying or supplementing the Pilots Working Agreement, does not bind the parties and is not given effect unless and until it is signed by the President of ALPA.

43. The importance of seniority to airline pilots employed by United States-based carriers is resounding: Furloughs are based exclusively upon where a pilot stands on the given airline's system seniority list, and many airlines, over the

years, have had pilots who were on furlough for several years at a time. Sometimes a single seniority number can spell the difference between continued employment, productivity, and advancement, on the one hand, and an elongated furlough, on the other.

44. In addition, under most or all collective bargaining agreements in the aviation industry, employment opportunities for pilots are awarded through competitive, seniority-based bidding.

45. The seniority standing of any given pilot determines, among other things, his or her pay level; whether a pilot serves as captain or as first officer; the type of aircraft the pilot may fly; and the routes that are open to that pilot (such as domestic or international). Various other perquisites incidental to employment are also based upon a pilot's relative seniority.

46. Virtually every aspect of a pilots' flying career is governed and incalculably affected by his or her seniority within the particular airline system in which the pilot is employed.

47. The opportunity for pilots to move laterally between one United States-based airline and the other is non-existent, with the occasional exception of mergers and of equipment acquisitions. If a pilot were to leave his or her carrier for virtually any reason, he or she would, essentially, have to

start over as a new-hire at another airline. In other words, if, say, a US Airways captain with 25 years experience and who flies his airline's largest equipment were to leave his job and seek employment at, say, Delta Air Lines, Inc., he would have to take a job flying as first officer on Delta's smallest equipment, and would be at the very bottom of the seniority list, flying undesirable routes and with eminent risk of furlough.

48. It is, thus, unsurprising that the process of seniority integration of two pilot seniority lists is typically a fraught, contentious, and emotional issue to pilot groups.

### The Seniority Integration Process

49. In or about April 2011, a "Seniority Integration Process Agreement" [the "Process Agreement"] was entered into by the four "players" in the process: Southwest, AirTran, the Southwest Airlines Pilots' Association (the labor union for the Southwest pilots), on behalf of the Southwest pilots, and ALPA on behalf of the AirTran pilots. The Process Agreement was signed by authorized representatives on behalf of each entity, and was signed, as is required, by the President of ALPA.

50. On or about May 2, 2011, Southwest completed its acquisition of AirTran by purchasing all outstanding common stock and other assets of AirTran Holdings, Inc.

51. The merger agreement provided, in pertinent part, that

AirTran was to become a wholly-owned subsidiary of Southwest once a series of corporate and regulatory hurdles were overcome.

52. Such a merger agreement has traditionally triggered seniority integration procedures. Since the end of 2007, the Federal Aviation Act has included certain protections known as the McCaskill-Bond Amendment ["McCaskill-Bond"], 49 U.S.C. § 42112. That statute, entitled "Labor requirements of air carriers," is triggered by the merger process and guarantees invocation of the Allegheny-Mohawk Labor Protective Provisions, which provide for "fair and equitable" integration of seniority lists. [Specifically, sections 3 and 13 of the labor protective provisions imposed by the Civil Aeronautics Board in the Allegheny-Mohawk merger (as published at 59 C.A.B. 45) apply to the integration of employee seniority lists].

53. McCaskill-Bond recognizes arbitration as one method to integrate seniority lists, but, consistent with traditional policy in airline mergers, also recognizes the availability of alternative methods. Such alternative methods include a negotiated outcome.

54. The Process Agreement provided, in pertinent part, that the parties "desire to utilize an alternative process . . . for creation of an Integrated Master Seniority List" and

also wish to provide for the orderly combination of Southwest Pilots and AirTran pilots under a single Collective

Bargaining Agreement ("CBA") and representation by a single collective bargaining representative within a single transportation system under the Railway Labor Act. . . .

55. The Process Agreement, by its terms, recognized the authority of the Merger Committees of both unions (SWAPA and ALPA) to "reach agreement" and to "reach a complete agreement regarding the integration of their respective seniority lists," and provided that Southwest would accept such agreement.

56. The Process Agreement further provided that "SWAPA and ALPA agree to submit the complete agreement to their respective memberships for ratification" and that "Both the SWAPA and ALPA ratification votes will close on the same date and time, and the results will be announced simultaneously."

57. The Process Agreement was consonant with typical seniority integration procedures in recognizing the autonomy of a Merger Committee. Under ALPA's merger policy, as set forth in its Administrative Manual, for example, the Merger Committee is given full authority to act on behalf of the flight deck crew members of the respective airline in concluding a single pilot system seniority list.

#### The Role of the Merger committee

58. The AirTran MEC Policy Manual, effective June 9, 2010, provides, in pertinent part, that after a merger is announced, Merger Committee members are to "[p]rosecute for an equitable

seniority integration in accordance with ALPA Merger Policy, with particular emphasis on protecting the seniority and standard of living of all AirTran Airways pilots."

59. It is recognized and understood that a Merger Committee at an ALPA carrier is to operate autonomously, and, although appointed or confirmed by the MEC, is to use its own judgment with regard to pursuing its role and responsibilities in a merger.

### Details On the Integration & Transition Agreements

60. Members of the two unions' respective Merger Committees met on May 13, 2011 in the office of Joe Harris, Southwest's Vice President of Labor and Employee Relations to commence negotiations on an integrated seniority list.

61. Two months later, on July 12, 2011, Southwest presented a sweeping seniority integration and transition plan to the two Merger Committees.

62. At that time, Southwest officials asked that the AirTran MEC and Merger Committee members, along with representatives of the Southwest pilots' union, meet in Dallas, Texas on July 14, 2011 with Southwest Chief Executive Officer Gary Kelly and other top Southwest officers.

63. At The July 14, 2011 meeting, Kelly and other Southwest officials emphasized their desire for every AirTran

pilot to have the opportunity to vote as to whether to ratify the seniority integration proposal.

64. Kelly and the other Southwest officers underscored the importance of prompt action (particularly in light of worsening financial conditions), and their belief that seniority integration was preferable but hardly necessary. He told those in attendance that what was on the table was "better comprehensively than anything in arbitration" and that if fuel prices continued to rise, he "may not be able to make the same deal."

65. Kelly also told the AirTran MEC and Merger Committee, among others, that, "There is a risk to not optimizing routes. The deal is off in the Spring." He also said, "We can choose not to integrate," especially because the B-717 (which constituted the majority of AirTran aircraft) is not an airplane he likes. Thus, he said, "Why integrate them without a deal?" He also indicated that AirTran's B-717's were leased from Boeing and that he would reserve judgment on the B-717 fleet if there is not a seniority integration agreement.

66. Kelly also said that the proposal favored AirTran pilots to the maximum extent possible. "We either integrate or we won't," he told the pilot leaders.

67. It was clear to union negotiators that Southwest wished to avoid the hostility, infighting, and delays that often

accompany the process of seniority integration. Indeed, the hostility that followed the 1980 acquisition by Pan American World Airways, Inc. of National Airlines, Inc. lasted through the time when Pan Am ceased operations on December 4, 1991. And the 2005 merger of US Airways, Inc. and America West Airlines, Inc. has spawned a myriad of litigation, but not yet any operational integration.

68. In the meantime, the ALPA Merger Committee reached unanimity in support of the seniority integration package, announcing on July 16, 2011 that an agreement in principle had been reached with Southwest and the Southwest pilots' union as to seniority integration and a transition agreement.

69. That same day, the Merger Committee sent an e-mail communiqué to all AirTran pilots, stating, "The Merger Committee believes that this is a fair agreement that provides career protection for AirTran pilots, as well as significant economic gains."

70. Among the economic gains recognized by the Merger Committee members were enormous pay increases, averaging about \$72,000 per year for captains and about \$48,000 per year for first officers, with such pay increases to begin by April 2012. For some pilots, their pay would be nearly doubled.

71. Other advantageous features of the seniority integration agreement and transition agreement were:



- Substantial furlough protection, such that one Southwest pilot would be furloughed for each AirTran pilot furloughed, despite the fact that there were a large number of AirTran first officers at the bottom of the proposed merged seniority list;
- The Atlanta base would be protected for another nine years, permitting AirTran pilots the stability of remaining at their base and, thus, not disrupting their families' lives;
- AirTran captains would be afforded priority as to all captain vacancies at the Atlanta base until September 2020;
- The Atlanta base would be staffed in larger numbers than more typical Southwest domiciles;
- A large number (851) of AirTran captain seats would be protected;
- AirTran pilots would be protected against being displaced for positions by more senior Southwest pilots.

### ALPA Counsel Champions Full Ratification Vote

72. At about the same time, the MEC was advised by ALPA counsel that pilots should have the opportunity to ratify the seniority integration package, and that disallowing such a ratification vote might result in just such a litigation as this.

73. Seeking to quell increasing anxiety among pilots, who still awaited full reportage on the package that was being developed, the ALPA MEC on July 21, 2011 assured pilots that details would be forthcoming. An e-mail on that date indicated

that if the MEC were to vote to send the agreement to the pilots, the Merger Committee would meet with pilots at various domiciles to answer questions, and that each pilot would be given a full copy of the agreement. The e-mail stated, in pertinent part,

The MEC understands that pilots are anxious and want details sooner than later; however, it is readily apparent that a full and honest discussion cannot take place without all of the facts on the table, and that cannot happen until the agreement is complete.

74. The ALPA Merger Committee announcement, together with the MEC e-mail thus lulled the AirTran pilots into a false sense of security that they would be given the opportunity to review documents, ask questions, and vote to ratify the package.

75. In the days following July 16, 2011, the agreement in principle developed into a full-fledged package.

76. Meanwhile, the MEC delayed its meeting to determine whether to allow pilots a ratification vote, seemingly running out the clock on the seniority integration package.

#### ALPA Executive Vice President Weighs In

77. In a highly-unusual move, ALPA Executive Vice President Todd Ortscheid wrote to the MEC (in a letter widely publicized to line pilots as well), at the end of July 2011 and later posted information on an ALPA pilot web forum, claiming that he was not writing as an ALPA officer but just sharing

"nothing more than my own personal thoughts as a line pilot at AirTran." His letter dismissed Kelly's comments about the seniority integration plan as a "hollow and over-the-top" way of creating an "artificial and completely unrealistic deadline" in which Southwest would "watch the union trip over its proverbial dick to meet the fake deadline and avoid the 'consequences' of the fake threat."

78. Ortscheid lambasted any effort to accept the seniority integration agreement as nothing more than an effort by AirTran pilots to "flush all of our own careers down the toilet" and denounced the proposed agreement as an "embarrassment."

79. Ortscheid, allegedly speaking only for himself and not ALPA, wrote,

Too many of you are talking about how 'the pilots need to be able to decide for themselves.' Execute me, but bullshit. Direct democracy is nothing more than two wolves and a sheep voting on what to have for dinner... . The MEC must do the right thing and protect the pilots by voting this agreement down at the MEC level and sending the Merger Committee back to the table, or to arbitration, whichever the case may be.

80. On the pilot web forum, read by hundreds of AirTran pilots, Ortscheid wrote, inexplicably, "There isn't the slightest chance in hell that an arbitrator would award anything less than date of hire." He also wrote, "Not going to arbitration is crazy."

81. Despite expressing strident, and needlessly impetuous, convictions about the likely outcome of rejecting the seniority integration plan, Ortscheid maintained that he took no position whatsoever as an executive vice president of ALPA and denied that he was serving as a stalking horse for ALPA National.

82. However, upon the integration of the AirTran pilots into a single Southwest seniority list and the consummation of a single collective bargaining agreement, ALPA would have little likelihood of becoming the exclusive bargaining representative for the combined pilot group and would thus also lose its AirTran members, who would become members of SWAPA.

83. Arbitration, on the other hand, can be an elongated process and sometimes can lead to extraordinary delays, such as at US Airways, where an arbitration award was issued almost five years ago but has yet to be implemented and nonetheless led directly to the ouster of the union that represented the larger pilot group.

#### MEC Member Denies Management Threats

84. MEC Member Anthony Chilla wrote to all AirTran pilots on or about August 1, 2011, stating, in pertinent part,

There is much speculation that Gary Kelly has threatened our jobs. Quite the contrary, Mr. Kelly stated emphatically in his meeting with the MEC in Dallas that 'we plan to integrate the two companies; there is no Plan B.' I don't know how much clearer it can be. Anything you're hearing

out there to the contrary is nothing but rumor and fear mongering.

85. It was clear, however, that Chilla's reportage and characterizations were simply fabricated.

86. Merger Committee members, as well as other MEC members, who had participated in the July 14 meeting with Kelly, however, knew that Chilla had misrepresented statements that Kelly had made. The MEC nonetheless took no steps to have Chilla retract or even clarify his remarks.

#### Merger Committee Muzzled by MEC

87. By August 11, 2011, only seven days prior to a planned MEC meeting at which it would be determined whether the package would be sent to the pilots for a full ratification vote, the full seniority integration agreement was published.

88. The MEC, in the meantime, kept the Merger Committee from any further comments or briefing on the package. One Merger Committee member was harshly criticized by the MEC for briefing a few pilots at his home.

89. Instead, the MEC first unmuzzled -- if only slightly - the Merger Committee on August 17, 2011, the day before the MEC was to decide whether pilots could ratify the proposal.

90. At the August 17, 2011 meeting, the ALPA Merger Committee was prevented by the MEC from showing a Powerpoint presentation that included specific remarks made by top

Southwest officers at the July 14, 2011 meeting. Over the objections of Merger Committee members, the MEC flat-out refused to permit the showing of the presentation, which, upon information and belief, was in stark contravention to the advice that ALPA counsel had given to the MEC.

91. That same day, during a brief recess in the meeting, a Merger Committee Member answered questions for a group of about 15 pilots, noting, in particular,

We have been chomping at the bit to hold this type of meeting with you guys so you could ask everything you want, but the MEC has kept us from doing so.

92. The August 17 meeting became something of a charade, with one pilot leader -- while sitting on the dais with the MEC members -- feeding questions to an opponent of the seniority integration package.

93. The August 17 meeting ended ominously, with pilots who attended being rather certain that a ratification vote by the pilots would never see the light of day.

#### MEC Decision Spurs Southwest Rescission of Offer

94. The following day, August 18, 2011, the MEC voted, almost unanimously, to deprive the pilots of a ratification vote.

95. Within days of the MEC vote, Southwest management withdraw the seniority integration package.

96. Southwest CEO Kelly responded in the manner he had promised on July 14, 2011, stating, on August 22, 2011, that,

I was disappointed that ALPA chose to reject the deal. I thought it was very well done and required some give and take on all parts, but it was certainly a very, very generous offer. The economy is in terrible shape and we have alarmingly high fuel costs, so this simply gives us an opportunity to take a step back and take a deep breath and revisit our integration plans going forward.... We've withdrawn our offer, in light of the current economic circumstances. . . . You know, this means that the integration process will continue, but will definitely work at a much slower pace. The whole idea behind that Agreement was to get expedited integration. . . . Ultimately, we're going to do what's in the best interest of our Southwest Airlines culture and our business or both.

### The Watered-Down Seniority Integration Plan

97. At a meeting in Dallas between Southwest management and Merger Committee members on September 1, 2011, Southwest offered a broad outline of a second seniority integration package.

98. The second plan, the Merger Committee members were told, would not be formally offered unless the ALPA MEC approved the package "sight unseen," thus guaranteeing a full pilot ratification vote.

99. On or about September 3, 2011, the same MEC members who previously rejected, in a seven-to-one vote, the first

seniority integration plan, now voted unanimously for a plan the details of which were as yet unknown to them.

100. About three quarters of Atlanta-based pilots voted, by October 11, 2011, to recall three Atlanta MEC representatives who had voted to disapprove the earlier seniority integration package.

101. After the details of the new seniority integration plan became known, one Merger Committee member described the package as "all of the bad" of the first package, "with none of the good."

102. On November 7, AirTran pilots overwhelmingly approved (with some 83 percent of voting pilots casting their ballots in favor of ratification) the second seniority integration package.

103. One of the key differences between the first and second seniority integration packages is that the first would have resulted in immediate, and sharp, pay increases for AirTran pilots, while the second package tables those increases for about three years.

104. Upon information and belief, had the AirTran pilots been given the opportunity to ratify the first seniority integration package, it would have been overwhelmingly approved, and, at any rate, the ratification would have been successful.



COUNT I

BREACH OF THE DUTY OF FAIR REPRESENTATION

[Against AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and LEE MOAK  
as President of Air Line Pilots Association, International]

Damages Sought: At least \$200,000 For Each Pilot

105. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs "1" through "104" hereof, with like force and effect as though set forth at length herein.

106. By withholding information about the terms, conditions, and exceptional advantages of the first seniority integration package, ALPA sought to circumvent pilot enthusiasm about the plan.

107. In so doing, ALPA set out to prevent a groundswell of support by line pilots at AirTran from forcing the union to send the plan out to pilot ratification.

108. ALPA thus denied pilots the opportunity to vote to ratify a package that would have tremendously affected their careers and their livelihoods, without so much as an explanation to the pilots.

109. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by bad faith.

110. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by arbitrariness.

111. By virtue of the foregoing, each plaintiff (and, for that matter, each AirTran pilot) has been damaged in a sum to be determined at trial but in no event less than Two Hundred Thousand (\$200,000.00) Dollars each.

COUNT II

BREACH OF THE DUTY OF FAIR REPRESENTATION

[Against AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and LEE MOAK as President of Air Line Pilots Association, International]

Damages Sought: At least \$200,000 For Each Pilot

112. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs "1" through "111" hereof, with like force and effect as though set forth at length herein.

113. The ALPA MEC signed off on an agreement by which both the Southwest Airlines Pilots Association and ALPA "agree to submit the complete agreement to their respective memberships for ratification."

114. Despite that agreement, and the concomitant assurance to the AirTran pilots that such a ratification vote was forthcoming, ALPA deprived the pilots of the opportunity to ratify the seniority integration package.

115. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by bad faith.

116. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by arbitrariness.

117. By virtue of the foregoing, each plaintiff (and, for that matter, each AirTran pilot) has been damaged in a sum to be determined at trial but in no event less than Two Hundred Thousand (\$200,000.00) Dollars each.

COUNT III

BREACH OF THE DUTY OF FAIR REPRESENTATION  
[Against AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and LEE MOAK  
as President of Air Line Pilots Association, International]  
Damages Sought: At least \$200,000 For Each Pilot

118. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs "1" through "117" hereof, with like force and effect as though set forth at length herein.

119. The ALPA MEC withheld information from the AirTran pilots as to the terms of the seniority integration package.

120. The ALPA MEC also withheld information from the AirTran pilots as to an array of comments that were made by Southwest's chief executive officer and other top officials of Southwest.

121. In so doing, the ALPA MEC kept AirTran pilots from fully understanding the risks association with rejection of the seniority integration package.

122. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by bad faith.

123. In acting as it did, ALPA breached its duty of fair

representation to its members by acting in a manner that was characterized by arbitrariness.

124. By virtue of the foregoing, each plaintiff (and, for that matter, each AirTran pilot) has been damaged in a sum to be determined at trial but in no event less than Two Hundred Thousand (\$200,000.00) Dollars each.

COUNT IV

BREACH OF THE DUTY OF FAIR REPRESENTATION

[Against AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and LEE MOAK  
as President of Air Line Pilots Association, International]

Damages Sought: At least \$200,000 For Each Pilot

125. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs "1" through "124" hereof, with like force and effect as though set forth at length herein.

126. ALPA representatives withheld information to pilots and, worse yet, misrepresented to AirTran pilots the force and effect of comments made by Southwest executives during the July 14, 2011 meeting.

127. ALPA thus lulled the AirTran pilots into a false sense of security that they were at little risk in the event the seniority integration package was not approved.

128. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by bad faith.

129. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by arbitrariness.

130. By virtue of the foregoing, each plaintiff (and, for that matter, each AirTran pilot) has been damaged in a sum to be determined at trial but in no event less than Two Hundred Thousand (\$200,000.00) Dollars each.

COUNT V

BREACH OF THE DUTY OF FAIR REPRESENTATION

[Against AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and LEE MOAK  
as President of Air Line Pilots Association, International]

Damages Sought: At least \$200,000 For Each Pilot

131. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs "1" through "130" hereof, with like force and effect as though set forth at length herein.

132. Upon information and belief, ALPA deployed Todd Ortscheid, an Executive Vice President of the union, as a stalking horse to dissuade the MEC from putting out the seniority integration package for pilot ratification.

133. Upon information and belief, ALPA deployed Todd Ortscheid, an Executive Vice President of the union, as a stalking horse to dissuade the ALPA MEC and/or AirTran pilots from recognizing that the seniority integration package would have been a highly favorable outcome for the AirTran pilots.

134. In so doing, ALPA sought, falsely, to credit arbitration as an effective manner in which to protect the

seniority rights of pilots employed by a financially ailing airline and one which employed far fewer pilots than Southwest.

135. In so doing, ALPA sought, falsely, to make it sound as though an arbitrator would view a date-of-hire approach as a *fait accompli*, when, in fact, the recent history of seniority integration arbitration proceedings is riddled with cases in which date-of-hire has been largely or entirely disregarded.

136. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by bad faith.

137. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by arbitrariness.

138. By virtue of the foregoing, each plaintiff (and, for that matter, each AirTran pilot) has been damaged in a sum to be determined at trial but in no event less than Two Hundred Thousand (\$200,000.00) Dollars each.

#### COUNT VI

##### BREACH OF THE DUTY OF FAIR REPRESENTATION

[Against AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and LEE MOAK  
as President of Air Line Pilots Association, International]

Damages Sought: At least \$200,000 For Each Pilot

139. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs "1" through "138" hereof, with like force and effect as though set forth at length herein.

140. The ALPA MEC deliberately and intentionally disregarded viable and disinterested advice by counsel that it permit the pilots to vote as to whether to ratify the first seniority integration package.

141. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by bad faith.

142. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by arbitrariness.

143. By virtue of the foregoing, each plaintiff (and, for that matter, each AirTran pilot) has been damaged in a sum to be determined at trial but in no event less than Two Hundred Thousand (\$200,000.00) Dollars each.

COUNT VII

BREACH OF THE DUTY OF FAIR REPRESENTATION

[Against AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and LEE MOAK  
as President of Air Line Pilots Association, International]

Damages Sought: At least \$200,000 For Each Pilot

144. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs "1" through "143" hereof, with like force and effect as though set forth at length herein.

145. The ALPA MEC deliberately and intentionally disregarded viable and disinterested advice by counsel that it share with AirTran pilots the array of comments made by Southwest executives at the July 14, 2011 meeting.

146. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by bad faith.

147. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by arbitrariness.

148. By virtue of the foregoing, each plaintiff (and, for that matter, each AirTran pilot) has been damaged in a sum to be determined at trial but in no event less than Two Hundred Thousand (\$200,000.00) Dollars each.

COUNT VIII

BREACH OF THE DUTY OF FAIR REPRESENTATION

[Against AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and LEE MOAK  
as President of Air Line Pilots Association, International]

Damages Sought: At least \$200,000 For Each Pilot

149. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs "1" through "148" hereof, with like force and effect as though set forth at length herein.

150. The ALPA MEC intentionally interfered with the purpose and mission of the Merger Committee, which is intended pursuant to ALPA policy to act independently and authonomously.

151. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by bad faith.

152. In acting as it did, ALPA breached its duty of fair



representation to its members by acting in a manner that was characterized by arbitrariness.

153. By virtue of the foregoing, each plaintiff (and, for that matter, each AirTran pilot) has been damaged in a sum to be determined at trial but in no event less than Two Hundred Thousand (\$200,000.00) Dollars each.

COUNT IX

BREACH OF THE DUTY OF FAIR REPRESENTATION

[Against AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and LEE MOAK as President of Air Line Pilots Association, International]

Damages Sought: At least \$200,000 For Each Pilot

154. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs "1" through "\*\*\*" hereof, with like force and effect as though set forth at length herein.

155. The ALPA MEC intentionally thwarted the Merger Committee in its efforts to present to AirTran pilots pertinent information as to the first seniority integration package; to share with AirTran pilots the Merger Committee's enthusiasm for the seniority integration package; to share with pilots the remarks made by top Southwest officials at the July 14, 2011 meeting; and to educate the AirTran pilots as to the Merger Committee's reasons for favoring the package.

156. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by bad faith.

157. In acting as it did, ALPA breached its duty of fair representation to its members by acting in a manner that was characterized by arbitrariness.

158. By virtue of the foregoing, each affected AirTran plaintiff (and, for that matter, each AirTran pilot) has been damaged in a sum to be determined at trial, but in no event less than Two Hundred Thousand (\$200,000.00) Dollars each.

\* \* \* \*

WHEREFORE, Plaintiffs *pro se* CHRISTOPHER P. JAMISON, JOHN CARTWRIGHT, DAVID EDWARD MARCU, and TOMMIE D. BENEFIELD demand judgment against AIR LINE PILOTS ASSOCIATION, INTERNATIONAL and LEE MOAK, as President of Air Line Pilots Association, International, as follows:

(a) On behalf of all plaintiffs, as to the claims set forth in Count I, as against Air Line Pilots Association, International and Lee Moak as President of Air Line Pilots Association, International, such sum as may be determined at trial, but in no event less than the sum of Two Hundred Thousand (\$200,000.00) for each plaintiff herein, plus the costs of maintaining this claim, including reasonable attorneys' fees;

(b) On behalf of all plaintiffs, as to the claims set forth in Count II, as against Air Line Pilots Association, International and Lee Moak as President of Air Line Pilots

Association, International, such sum as may be determined at trial, but in no event less than the sum of Two Hundred Thousand (\$200,000.00) for each plaintiff herein, plus the costs of maintaining this claim, including reasonable attorneys' fees;

(c) On behalf of all plaintiffs, as to the claims set forth in Count III, as against Air Line Pilots Association, International and Lee Moak as President of Air Line Pilots Association, International, such sum as may be determined at trial, but in no event less than the sum of Two Hundred Thousand (\$200,000.00) for each plaintiff herein, plus the costs of maintaining this claim, including reasonable attorneys' fees;

(d) On behalf of all plaintiffs, as to the claims set forth in Count IV, as against Air Line Pilots Association, International and Lee Moak as President of Air Line Pilots Association, International, such sum as may be determined at trial, but in no event less than the sum of Two Hundred Thousand (\$200,000.00) for each plaintiff herein, plus the costs of maintaining this claim, including reasonable attorneys' fees;

(e) On behalf of all plaintiffs, as to the claims set forth in Count V, as against Air Line Pilots Association, International and Lee Moak as President of Air Line Pilots Association, International, such sum as may be

determined at trial, but in no event less than the sum of Two Hundred Thousand (\$200,000.00) for each plaintiff herein, plus the costs of maintaining this claim, including reasonable attorneys' fees;

(f) On behalf of all plaintiffs, as to the claims set forth in Count VI, as against Air Line Pilots Association, International and Lee Moak as President of Air Line Pilots Association, International, such sum as may be determined at trial, but in no event less than the sum of Two Hundred Thousand (\$200,000.00) for each plaintiff herein, plus the costs of maintaining this claim, including reasonable attorneys' fees;

(g) On behalf of all plaintiffs, as to the claims set forth in Count VII, as against Air Line Pilots Association, International and Lee Moak as President of Air Line Pilots Association, International, such sum as may be determined at trial, but in no event less than the sum of Two Hundred Thousand (\$200,000.00) for each plaintiff herein, plus the costs of maintaining this claim, including reasonable attorneys' fees;


(h) On behalf of all plaintiffs, as to the claims set forth in Count VIII, as against Air Line Pilots Association, International and Lee Moak as President of Air Line Pilots Association, International, such sum as may be

determined at trial, but in no event less than the sum of Two Hundred Thousand (\$200,000.00) for each plaintiff herein, plus the costs of maintaining this claim, including reasonable attorneys' fees;

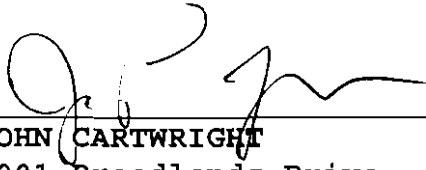
(i) On behalf of all plaintiffs, as to the claims set forth in Count IX, as against Air Line Pilots Association, International and Lee Moak as President of Air Line Pilots Association, International, such sum as may be determined at trial, but in no event less than the sum of Two Hundred Thousand (\$200,000.00) for each plaintiff herein, plus the costs of maintaining this claim, including reasonable attorneys' fees;

- together with the costs and disbursements of this action, applicable interest, attorneys' fees, and such other and further relief as the Court may deem just and proper.

Dated: Atlanta, Georgia  
February 18, 2012

  
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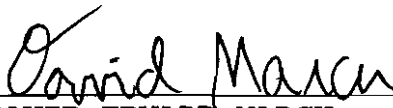
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