

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

AMERICAN AIRLINES, INC.,

Plaintiff,

v.

TRANSPORT WORKERS UNION OF
AMERICA, AFL-CIO, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, and AIRLINE
MECHANIC AND RELATED EMPLOYEE
ASSOCIATION TWU/IAM,

Defendants.

Civil Action No. 4:19-CV-414-A

FINAL JUDGMENT Containing PERMANENT INJUNCTION

THIS action came before the court on the Complaint for Injunctive Relief filed on May 20, 2019, by plaintiff, American Airlines, Inc. (“American”). After a trial on the merits on July 1, 2019, and considering all of the filings in this matter including the parties’ post-trial briefs, and for the reasons set forth in this court’s memorandum opinion signed on the date of the signing of this Final Judgment Containing Permanent Injunction:

The court ORDERS, ADJUDGES, and DECREES that defendants, Transport Workers Union of America, AFL-CIO (“TWU”), International Association of Machinists and Aerospace Workers, and Airline Mechanic (“IAM”) and Related Employee Association TWU/IAM (“Association”), and their members, agents, and employees, and all persons and organizations acting by, in concert with, through or under them, or by and through them or their orders,

including, but not limited to, affiliated and associated entities, and local unions, are permanently enjoined from calling, permitting, instigating, authorizing, encouraging, participating in, approving, or continuing any form of disruption to or interference with American's airline operations, including, but not limited to, any slowdown, work to rule campaign, or any other concerted refusal to perform normal operations in violation of Section 2, First of the Railway Labor Act ("RLA"). By way of further example, this includes, but is not limited to, refusing to accept overtime as they would in the normal course, refusing to accept field trips as they would in the normal course, failing to complete maintenance repairs as they would in the normal course, slowing down in the performance of their job duties, and any other action intended to cause aircraft to be out of service (and specifically to cause aircraft out of service at 7 a.m.) or otherwise to cause flight delays or cancellations or disrupt or interfere with American's operations, or threatening or intimidating any employee for accepting overtime or field trips or otherwise performing his or her job duties as he or she would in the normal course.

The court further ORDERS, ADJUDGES, and DECREES that defendants take all reasonable steps within their power to prevent and stop all actions of the kind listed above, and to prevent and stop the continuance of such actions if commenced, including, but not limited to, the following:

- a. Instructing all employees represented by defendants and employed by American to resume their normal working schedules and practices, and providing American a copy of all such instructions;
- b. Notifying all employees represented by defendants and employed by American, by the most expeditious means possible, of the issuance, contents, and meaning of

this Final Judgment containing Permanent Injunction, and producing a copy of all such notices to American;

- c. Including in such notice a directive from defendants to their members employed by American not to engage in any concerted refusal to perform normal operations, including, but not limited to, any slowdown, work to rule campaign, or any other concerted refusal to perform normal operations, including, but not limited to, refusing to accept overtime as they would in the normal course, refusing to accept field trips as they would in the normal course, failing to complete maintenance repairs as they would in the normal course, slowing down in the performance of their job duties, and any other action intended to cause aircraft to be out of service (and specifically to cause aircraft out of service at 7 a.m.) or otherwise to result in flight delays or cancellations or interfere with American's operations or in any way threatening or intimidating any employee for accepting overtime or field trips or otherwise performing his or her job duties as he or she would in the normal course, to cease and desist all such activity, and to cease and desist all exhortations or communications encouraging same upon pain of fine, suspension, or other sanction by defendants;
- d. Requiring the most senior leaders of defendants, including Sito Pantoja, Alex Garcia, and John Samuelsen, to conduct as soon as possible in person group meetings with mechanics at American's line maintenance stations who are currently scheduled to work the RON (overnight) shift, and communicate a sincere and emphatic respect for the requirements of the Permanent Injunction

and an imperative that every single mechanic and related employee fully and immediately comply with an unequivocal goal of restoring the mechanics and related employees' behavior and the operation to normal subject to the imposition of fines or discipline by defendants, and allow representatives of American management to attend those meetings to monitor compliance;

- e. Requiring the most senior leaders of defendants, including Sito Pantoja, Alex Garcia, and John Samuelsen, to conduct as soon as possible in person group meetings with all officials of defendants, including local leadership, local e-board members, shop stewards and grievance committee members, at all stations and communicate a sincere and emphatic respect for the requirements of the Permanent Injunction and an imperative that every single union official fully and immediately comply with an unequivocal goal of restoring the mechanics and related employees' behavior and the operation to normal subject to the imposition of fines or discipline by defendants, and allow representatives of American management to attend those meetings to monitor compliance;
- f. Requiring the most senior leaders of defendants, including Sito Pantoja, Alex Garcia, and John Samuelsen, to the extent that mechanics or union officials are not available to attend the above meetings to call those mechanics and union officials, as soon as possible and communicate a sincere and emphatic respect for the requirements of the Permanent Injunction and an imperative that every single mechanic and related employee and union official fully and immediately comply with an unequivocal goal of restoring the mechanics and related employees'

- behavior and the operation to normal, subject to the imposition of fines or discipline by defendants;
- g. Posting this Final Judgment Containing Permanent Injunction to a dedicated webpage and on dedicated bulletin boards, separate from all other union correspondence;
 - h. Requiring a video to be posted on the same dedicated webpage of the most senior leaders of defendants, including Sito Pantoja, Alex Garcia, and John Samuelsen, communicating a sincere and emphatic respect for the requirements of the Permanent Injunction and an imperative that every single mechanic and related employee and union official fully and immediately comply with an unequivocal goal of restoring the mechanics and related employees' behavior and the operation to normal, subject to the imposition of fines or discipline by defendants;
 - i. Removing immediately from each and every union or Local bulletin board, breakroom, website (including password-protected or member-only websites) any message that reasonably could be construed as a call for a continued slowdown or non-compliance with the Permanent Injunction in any manner, and continuing to monitor them for compliance;
 - j. Directing all officials and members of defendants, including local leadership, local e-board members, shop stewards and grievance committee members, at all stations to refrain from taking any action in public or private communications, such as using "code words," (e.g., "work safe," "work to rule," "work to

contract”), or cross-messaging (any statements that undermine or contradict, directly or indirectly, the mandate to restore normal operations), that could be construed as a call for a continued slowdown or non-compliance with the Permanent Injunction in any manner;

- k. Requiring defendants to obtain acknowledgment forms signed and dated by members stating that they have read and understand their obligation to comply with this Permanent Injunction upon risk of being disciplined or fined by defendants;
- l. Issuing immediately the following notice, signed by the most senior leadership of the IAM, TWU, and Association, including Sito Pantoja, Alex Garcia, and John Samuelson, to all mechanics and related employees:

“The Court now has issued a Permanent Injunction that binds us all indefinitely.

We therefore notify you, in no uncertain terms, that:

Any actions by mechanic and related employees that are designed or intended to harm or slow down American’s operations is a violation of the Court’s Permanent Injunction and the Railway Labor Act.

You **MUST** resume normal working schedules and practices.

You **MUST NOT** engage in any concerted refusal to perform normal operations.

Any individual employee represented by the Association who is found to have:

Refused to accept overtime or field trip requests as they would in the normal course;

Failed to complete maintenance repairs as they would in the normal course;

Slowed down in the performance of their job duties; or

Taken any other action intended to cause aircraft to be out of service (including specifically aircraft out of service at 7:00 a.m.) or otherwise cause flight delays or cancellations or interfere with American's operations;

WILL face discipline and fines from the Association, TWU and/or IAM.”;

- m. Posting the notices described above on defendants' websites and social media accounts and providing American a copy of the notices;
- n. Distributing the contents of such notices through all non-public communication systems maintained by defendants, including any text message distribution lists, or similar systems, and providing a copy of the notices to American; and
- o. Requiring that defendants take all reasonable actions, including but not limited to communications to their members, to ensure that their members working at American's line maintenance stations, achieve approximately, in the aggregate, on a seven-day moving average basis, overnight productivity levels equal to the aggregate status quo overnight productivity level that was achieved during the same seven-day period in calendar year 2018.

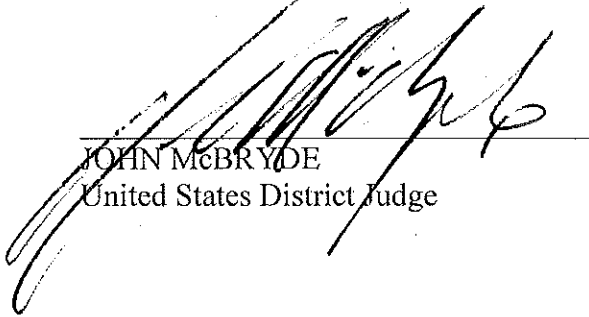
The court further ORDERS, ADJUDGES, and DECREES that defendants are prohibited from including in such notices (or distributing contemporaneously with such notices) any statements that its members might interpret as suggesting they should continue to engage in the

previously-described conduct notwithstanding the Permanent Injunction, including code words and:

- a. Any assertion that the Permanent Injunction does not prohibit individual employees from making voluntary decisions to engage in such actions;
and
- b. Any explanation of circumstances in which it would be appropriate or necessary for employees to engage in such actions prohibited by the Permanent Injunction.

The court further ORDERS, ADJUDGES, and DECREES that by 10:00 a.m. on the fifth business day following the date of the signing of this Final Judgment Containing Permanent Injunction, defendants shall, by sworn declarations, confirm the methods used by defendants to effect the acts and notices described above and furnish to the court all copies of all notices required to be furnished to American by defendants under the Permanent Injunction. The declarations shall include full details regarding the timing/location of the meetings and names of attendees at such meetings, and a detailed summary of what defendants' leaders said at such meetings—with the recognition that defendants may not be able to accomplish all of the above actions within five business days. If that is the case, defendants shall update the court every third business day until completed.

SIGNED at 1:20 o'clock P.m., this 12th day of August, 2019.


JOHN McBRYPDE
United States District Judge