

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

SUZETTE JANOFF and JENISE RUSBY,
individually and on behalf of all others
similarly situated,

Plaintiffs,

-against-

AMERICAN AIRLINES, INC.,

Defendant.

18 cv _____

CLASS ACTION COMPLAINT

(JURY TRIAL DEMANDED)

Plaintiffs, by and through their attorneys, Virginia & Ambinder, LLP, as and for their Complaint, respectfully allege as follows:

NATURE OF THE ACTION

1. This is an action against an airline for breach of contract. Plaintiffs are former flight attendants who agreed to leave their jobs in exchange for the airline's promise to provide them with, among other things, a specified category of free travel pass privileges for the rest of their lives. Although the airline initially complied with this agreement, the airline subsequently stopped providing plaintiffs with the promised category of travel pass privileges, and instead gave plaintiffs an inferior category of travel pass privileges. Plaintiffs, on behalf of themselves and all others similarly situated, seek an Order of this Court requiring the airline to resume providing them with the promised category of travel pass privileges.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1332 and 1367.

3. The matter in controversy with respect to each Plaintiff exceeds the sum or value of \$75,000, exclusive of interest and costs.

4. The matter in controversy with respect to Plaintiffs and members of the Class (as defined below) exceeds, in the aggregate, the sum or value of \$5,000,000, exclusive of interest and costs.

5. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b).

THE PARTIES

6. Plaintiff Suzette Janoff is a resident of the State of Arizona. From approximately 1983 through 1996, Ms. Janoff was a flight attendant employed by American Airlines, Inc.

7. Plaintiff Jenise Rusby is a resident of the State of Indiana. From approximately 1980 through 1996, Ms. Rusby was a flight attendant employed by American Airlines, Inc.

8. Defendant American Airlines, Inc. is a corporation organized under the laws of the State of Delaware with its principal place of business in Fort Worth, Texas.

CLASS ACTION ALLEGATIONS

9. This action is properly maintainable as a class action under Rule 23 of the Federal Rules of Civil Procedure.

10. Plaintiffs bring this action on their own behalf and on behalf of a putative class of similarly situated persons.

11. The putative class (the “Class”) consists of all individuals who worked as flight attendants for Defendant or its affiliates and separated from employment, prior to age 50, pursuant to Defendant’s 1995 Special Voluntary Early Out Program (“SVEOP”).

12. The Class is so numerous that joinder of all members is impracticable. On information and belief, in or about 1996, approximately 320 to 450 flight attendants separated from employment pursuant to the SVEOP. On information and belief, the majority of those individuals were under age 50 at the time of their separation. Plaintiffs do not currently know the names of all members of the Class.

13. The questions of law and fact common to the Class predominate over any questions affecting only individual members.

14. Plaintiffs' claims are typical of those of the Class.

15. Plaintiffs and their counsel will fairly and adequately protect the interests of the Class.

16. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

CLAIM FOR RELIEF

17. Plaintiffs repeat the allegations set forth in paragraphs 1-16 above and incorporate them herein by reference.

18. On or about November 8, 1995, Defendant offered the SVEOP as an incentive for eligible flight attendants to terminate their employment in exchange for specified cash payments, a pension enhancement, retiree medical benefits, life insurance, and travel privileges. Defendant set forth this offer in the "Terms and Conditions" attached hereto as Exhibit 1.

19. Plaintiffs and members of the Class met all SVEOP eligibility requirements prescribed by the Terms and Conditions.

20. Defendant set a deadline of December 22, 1995 for flight attendants to accept the offer in writing. (Ex. 1 at 1.)

21. Defendant reserved to itself the right to establish the effective date of the resignation of each flight attendant who accepted the offer. (Ex. 1 at 20, Q&A 60.)

22. On or before December 22, 1995, Plaintiffs and members of the Class accepted Defendant's offer by signing a document provided by Defendant entitled "Special Voluntary Early Out Program Election Form – Flight Attendants," substantially in the form attached hereto as Exhibit 2.

23. Plaintiffs and members of the Class thereby entered into contracts with Defendant.

24. Plaintiffs and members of the Class performed their obligations under those contracts in all material respects. Among other things, Plaintiffs and members of the Class resigned their positions and signed a document entitled "Special Voluntary Early Out Program/Complete Release of All Claims" provided by Defendant, substantially in the form attached hereto as Exhibit 3.

25. Plaintiffs and members of the Class separated from employment before reaching age 50.

26. The Terms and Conditions provided in pertinent part: "If you are less than age 50 when you leave the Company under this Program, you, your spouse, and dependent children . . . will be eligible for unlimited D2 travel which will be issued during your lifetime only. . . . Upon your death, these travel privileges will cease." (Ex. 1 at 3.)

27. Similarly, the Terms and Conditions provided: "If you are under age 50 as of your resignation date, you will be eligible for unlimited D-2 passes for yourself,

spouse, and dependent children This travel is provided during your lifetime only and does not have any survivor benefits.” (Ex. 1 at 11, Q&A 23.)

28. The Terms and Conditions provided that “[a]ll travel will be governed in accordance with current and future regulations regarding pass travel.” (*Id.*) The Terms and Conditions expressly provided, however, that the procedures will be “the same as for active AA employees” and that “[i]f the procedures change in the future for active employees, they will also change for you.” (Ex. 1 at 13, Q&A 31.)

29. A travel pass entitles the holder to free travel if an unsold seat is available. There are several categories of travel passes, each of which entitles the holder to board in a specified order of priority. For example, “D-1” passes have priority over “D-2” passes.

30. Defendant’s active employees and their dependents have historically received, and continue to receive, among other things, a limited number of D-1 passes per year and an unlimited number of D-2 passes.

31. Defendant’s retirees historically received, among other things, an unlimited number of D-2 passes for themselves (during their lifetime) and their dependents (during the retiree’s lifetime and after the retiree’s death).

32. Historically, Defendant generally did not provide any travel passes to former employees who were too young to retire when their employment ended. The SVEOP was an exception. Under the SVEOP, Plaintiffs and members of the Class became entitled to D-2 passes even though they separated from employment before they were old enough to retire.

33. In September 2014, Defendant downgraded the travel passes of Plaintiffs and members of the Class (as well as other former employees) to a newly-created category

called D-2R. Active employees and their dependents continued to have D-2 passes, which had priority over D-2R passes.

34. By making this change, Defendant made it much more difficult for Plaintiffs and members of the Class (and their spouses and dependents) to use their passes for travel on desirable flights – including but not limited to flights to and from Defendant’s hubs at John F. Kennedy International Airport and LaGuardia Airport in New York City – because the number of D-1 and D-2 pass holders seeking to board these flights frequently exceeded the number of unsold seats.

35. By making this change, Defendant breached its contracts with Plaintiffs and members of the Class.

36. Plaintiffs and members of the Class have no adequate remedy at law to redress Defendant’s breaches of contract.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

WHEREFORE, Plaintiffs respectfully request that this Court:

1. Order Defendant to provide unlimited D-2 travel passes to Plaintiffs and members of the Class, and their spouses and dependents, for the remainder of the lives of Plaintiffs and members of the Class;
2. Award Plaintiffs and members of the Class the reasonable attorneys’ fees and costs incurred by them in prosecuting this action; and

3. Award Plaintiffs and members of the Class such further legal, equitable, or other relief as is just and proper.

Dated: New York, New York
May 4, 2018

Respectfully submitted,

VIRGINIA & AMBINDER, LLP

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EXHIBIT 1

1995
Special Voluntary
Early Out Program

For Flight Attendants
Covered By
The American Airlines -
APFA Agreement

Terms and Conditions
November 8, 1995
American Airlines

Introduction

The information contained in this "Terms and Conditions" package explains the Program in detail, including eligibility, cash payments, pension enhancements, travel privileges, and medical and group life coverage.

The Program offers a unique opportunity for eligible APFA flight attendants to take advantage of continuing income and other features of the Program in order to pursue activities outside of American Airlines. While it is not for everyone, the Program has been designed to provide a smooth transition for those employees who choose to leave the Company.

Because this decision affects your income for years to come, including your primary pension benefit, please be sure to read this material carefully. Discuss the Program with your family and consult a financial advisor to confirm that you are selecting the best course of action for your individual situation.

The deadline for participating in the Special Voluntary Early Out Program is December 22, 1995. You have 7 days from the date you sign the letter of acceptance to rescind your election. After the 7 day period, your decision will be final and may not be changed, even if it is before December 22.

If you have questions regarding the Program, call the Special Voluntary Early Out Hotline at (800) 944-1050 for assistance between 9:00 a.m. and 11:00 a.m. and between 2:00 p.m. and 4:00 p.m., Central Time, Monday through Friday.

You may also bring your questions to one of the benefits representatives who will be visiting each base sometime during the offer window. This will give you an opportunity to discuss your questions face to face with a trained representative who is familiar with the Program. Refer to the schedule in N*FA VISITS for a time and location convenient for you. Commonly asked questions will be answered in N*FA EARLY OUT, which will be updated regularly.

The Offer

This Special Voluntary Early Out Program is an offer by the Company to provide you with certain benefits in exchange for your agreement to terminate your employment with American Airlines. Eligibility and details about each component of the offer are discussed on the following pages.

By participating in the Program, you will receive:

- **Cash Bridge Payments**

- Payment amounts will be determined by your eligibility for either the full or reduced payment and age as of August 31, 1993.
- You will have the choice of either monthly payments until you reach age 55 or a lump sum payment. However, if you were under age 55 as of August 31, 1993 but are currently age 55 or older, you must elect the lump sum payment.

<u>Full Payment</u>			<u>Reduced Payment</u>		
<u>Age as of 08/31/93</u>	<u>Monthly</u>	<u>Lump Sum</u>	<u>Age as of 08/31/93</u>	<u>Monthly</u>	<u>Lump Sum</u>
Age 30	\$600	\$55,028	Age 30	\$300	\$27,514
Age 31	\$600	\$54,687	Age 31	\$300	\$27,344
Age 32	\$600	\$54,302	Age 32	\$300	\$27,151
Age 33	\$600	\$53,865	Age 33	\$300	\$26,933
Age 34	\$600	\$53,370	Age 34	\$300	\$26,685
Age 35	\$600	\$52,810	Age 35	\$300	\$26,405
Age 36	\$600	\$52,176	Age 36	\$300	\$26,088
Age 37	\$600	\$51,458	Age 37	\$300	\$25,729
Age 38	\$600	\$50,645	Age 38	\$300	\$25,322
Age 39	\$600	\$49,724	Age 39	\$300	\$24,862
Age 40	\$650	\$52,737	Age 40	\$300	\$24,340
Age 41	\$650	\$51,458	Age 41	\$300	\$23,750
Age 42	\$650	\$50,009	Age 42	\$300	\$23,081
Age 43	\$650	\$48,368	Age 43	\$300	\$22,324
Age 44	\$650	\$46,510	Age 44	\$300	\$21,466
Age 45	\$650	\$44,406	Age 45	\$300	\$20,495
Age 46	\$650	\$42,023	Age 46	\$300	\$19,395
Age 47	\$650	\$39,325	Age 47	\$300	\$18,150
Age 48	\$650	\$36,270	Age 48	\$300	\$16,740
Age 49	\$650	\$32,810	Age 49	\$300	\$15,143
Age 50	\$700	\$31,114	Age 50	\$300	\$13,335
Age 51	\$700	\$26,336	Age 51	\$300	\$11,287
Age 52	\$700	\$20,924	Age 52	\$300	\$8,968
Age 53	\$700	\$14,797	Age 53	\$300	\$6,342
Age 54	\$700	\$7,858	Age 54	\$300	\$3,368
Age 55+	\$0	\$0	Age 55+	\$0	\$0

The Offer (continued)

- **Pension Enhancement**

- The Company will waive the current requirement that you complete at least 15 years of credited service in order to start drawing your pension at age 55. If you participate in the Program, you will be eligible to begin your pension annuity at any point after you reach age 55.

- **Retiree Medical Benefits**

- Immediately upon leaving the Company, you will be eligible for retiree medical benefits with a "refreshed" major medical maximum of \$300,000^{1/}. Normally, the retiree major medical maximum is reduced by amounts paid under your medical coverage as an active employee. Under the Program, you will receive a "refreshed" \$300,000^{1/} major medical maximum (unless you are already eligible for Medicare) - with no reduction for amounts paid as an active employee. If you retire in the future without participating in this Program, you will not receive this enhancement to your retiree medical coverage.

- **Travel Privileges**

- If you are less than age 50 when you leave the Company under this Program, you, your spouse and dependent children (a dependent child is one who is claimed as a tax exemption and attending school or too young to attend school and/or disabled) will be eligible for unlimited D2 travel which will be issued during your lifetime only. You will not be eligible for full retiree travel privileges. Upon your death, these travel privileges will cease.
- If you are between the ages of 50 and 55 with at least 10 years of Company seniority when you leave the Company under this Program, you, your spouse and dependent children will be eligible for D2 retiree travel privileges when your pension payments begin. This would include D3 travel, emergency pass (A9) travel and interline travel privileges. Prior to commencing your pension, you will be eligible for unlimited D-2 travel only.
- If you are age 55 or over with at least 5 years of Company seniority when you leave the Company, you, your spouse, and your dependent children will be eligible for unlimited D2 retiree travel privileges immediately. This would include D3 travel, emergency pass (A9) travel and interline travel privileges,

^{1/} The \$300,000 major medical maximum reduces to \$50,000 for both you and your spouse when you turn 65 or are eligible for Medicare, whichever is earlier. If you are already 65 or older when you leave the Company, your major medical maximum will be \$50,000.

Eligibility For Full Payment

You will be eligible for the full payment if:

1. You are currently a Flight Attendant who is covered by the American Airlines and Association of Professional Flight Attendants Agreement

AND

2. You had 9 years of classification seniority (10th pay step) as of August 31, 1993

AND

3. You had 5 years of credited service under the Flight Attendant Pension Plan as of August 31, 1993

AND

4. You were on active status as of August 31, 1993

AND

5. You averaged at least 61 hours of pay per month from September 1, 1992 to August 31, 1993

AND

6. You sign the "Complete Release of All Claims" form prescribed by the Company on your resignation date, a sample of which is enclosed

Eligibility For Reduced Payment

You will be eligible for the reduced payment if:

1. You are currently a Flight Attendant who is covered by the American Airlines and Association of Professional Flight Attendants Agreement

AND

2. You had 9 years of classification seniority (10th pay step) as of August 31, 1993

AND

3. You had 5 years of credited service under the Flight Attendant Pension Plan as of August 31, 1993

AND

4. a. You were on active status as of August 31, 1993

OR

- b. You were on a Leave of Absence as of August 31, 1993; provided, however, you will **not** be eligible for this early out if (1) your leave as of August 31, 1993 was (a) an educational leave; or (b) an 8 month or 12 month leave proffered by the Company or (2) if you had been on an additional leave of absence between September 1, 1991 and August 31, 1993. (PVDs, mini-leaves and other short-term leaves of less than 17 days will not preclude you from accepting this offer.)

AND

5. You averaged at least 31 hours of pay per month from September 1, 1992 to August 31, 1993

AND

6. You sign the "Complete Release of All Claims" form prescribed by the Company on your resignation date, a sample of which is enclosed

Program Details

Cash Bridge Payments

1. What Is a Cash Bridge Payment?

These payments are called "bridge" payments because they continue from the date of your resignation under the Program until you reach age 55, at which time they cease. After you reach age 55, you may elect to begin your pension annuity at any time. However, you must begin receiving your pension once you reach age 65.

All cash payments under the Program will be made directly from Company funds.

2. How will I get paid?

The Program provides you the flexibility of receiving your Cash Bridge Payments under one of two different distribution methods. You may choose to receive your Payments as either:

- a) Monthly payments, which begin in the month following your resignation date and continue until you reach age 55. The amount of your monthly payment will be determined by your eligibility for either the full payment or the reduced payment and age as of August 31, 1993.

(Monthly payments to younger Flight Attendants are less since they will be paid over a longer period of time).

OR

- b) Lump sum payment that will be made to you after your resignation date. The amount of your lump sum payment will be determined by your eligibility for either the full payment or the reduced payment and age as of August 31, 1993.

For either option, you must submit proof of your date of birth. Generally, a valid driver's license, passport, or birth certificate will be acceptable.

3. When will I receive my payment(s)?

Your monthly payment checks will be issued on the 20th day of each month, beginning with the month following your resignation date. Lump sum payments will be made as of your resignation date.

Cash Bridge Payments (continued)

4. I currently use direct-deposit. Will that option be available?

Yes, for monthly payments only. If you are currently using direct deposit for your regular paychecks, your monthly payments will automatically be direct deposited in the same manner.

If you are not currently using direct deposit and want your monthly payments to be direct deposited, your regular paychecks must be under direct deposit prior to the date you leave the Company.

5. Will I be able to change my mind about the payment method?

Yes. When you make your election to accept the offer, you must also select your method of payment. However, during the 7 days immediately following your acceptance, you will be able to change your payment method. After the 7 day period, your decision will be final and irrevocable.

6. Why do I have to make a payment method election in 1995 if I won't be paid until 1996?

Electing the payment method in one year and receiving the payment in a different calendar year can offer tax advantages. If you were to elect the payment method and receive your payment this year, then your lump sum amount would be added to your annual wages, possibly shifting you to a higher tax bracket.

We strongly recommend that you seek professional tax assistance in making your payment election decision.

7. Can I defer my payments into the Super Saver 401(k) Plan?

Yes, for lump sums only. If you have a Super Saver account as of your resignation date, you may elect to defer a portion of your lump sum payment up to the applicable IRS limits. Please see the Super Saver Facts sheet included in this package for more details.

If you elect the monthly payment option, you may not defer any of those amounts into Super Saver.

Cash Bridge Payments (continued)

8. Will any taxes or Social Security be deducted from my payments?

Yes. For IRS purposes, these payments are treated as "ordinary income" similar to your regular paycheck. The payments will be subject to Federal income tax and any applicable FICA (Social Security) and State taxes. You may elect the current withholding that applies to your regular paycheck or the Federal supplemental withholding rate of 28%.

We strongly recommend that you seek professional tax assistance in making your withholding election.

9. Do the Cash Bridge Payments affect my primary Pension?

No. The Cash Bridge Payments are separate from the primary pension benefit that you have accrued during your career at American Airlines. Regardless of your decision to participate in the Program, you will receive the primary pension to which you are already entitled.

10. Is it true that I stop accruing any additional credited service under the Flight Attendant Pension Plan once I resign?

Yes. Once you leave the Company, your active participation in the Flight Attendant Pension Plan ceases and you will not accrue any additional credited service during the Cash Bridge payment period. In addition, the Cash Bridge Payments will not be counted in determining the amount of your primary pension benefit.

11. Will I receive a W-2 after the end of the year for either the lump sum or the monthly payments?

Yes. For both types of payments, you will receive a W-2 form by January 31 of the year following the year in which you receive the payment(s).

Cash Bridge Payments (continued)

- 12. If I elect the monthly payment option, how will my last payment be handled?**

Each check or direct deposit issued on the 20th day of the month will be considered payment for that particular month. Generally, your last cash bridge payment will be issued on the 20th day of the month in which you reach age 55. However, if your birthday falls on the first day of the month, your last payment will be made on the 20th day of the prior month.

- 13. I was under 55 on August 31, 1993 but am currently at least 55 years of age. How will my payments be determined?**

If you were under the age of 55 on August 31, 1993, then you are eligible for this Program. The benefits to which you are entitled will be based on your age as of August 31, 1993. However, you must elect to receive a lump sum payment.

- 14. I was over age 55 and met the other Program eligibility requirements as of August 31, 1993, but did not have 15 years of credited service. Does this Special Voluntary Early Out Program have any benefits for me?**

Yes. You are eligible to begin your primary pension immediately regardless of your credited service, receive full retiree travel privileges, enter the Retiree Medical Plan with a refreshed \$300,000 lifetime maximum, and enroll in the Supplemental Medical Plan. However, since you were already over age 55 on August 31, 1993, you will not be eligible to receive any Cash Bridge Payments.

- 15. I was over age 55 with 15 years of credited service on August 31, 1993. Does this Special Voluntary Early Out Program have any benefits for me?**

This program was designed to bridge employees to early retirement in exchange for their agreement to resign from the Company. Because you were already eligible to receive your pension and full retiree benefits, this Special Voluntary Early Out Program does not apply to you.

- 16. I am now on a Leave of Absence, but was active on August 31, 1993. Am I eligible for this Special Voluntary Early Out Program?**

Yes, if you met the eligibility requirements as of August 31, 1993.

Cash Bridge Payments (continued)

17. Why do the Cash Bridge Payments stop at age 55?

The Payments provide you temporary income from the time you leave the Company until you reach age 55 and are eligible for your primary pension benefit. Under this Special Voluntary Early Out Program, you may begin your primary pension at age 55, regardless of your credited service.

Pension Enhancements

18. What is credited service?

Once you complete one year of service, you become eligible to participate in the Flight Attendant Pension Plan. Your years of credited service are used to determine your monthly benefit from the plan. If you work at least 734 hours in a year, you receive a full year of credited service. If you work less than 734 hours in a year, you earn a fractional year of credited service. For example, if you work 550 hours in a year, your credited service would be calculated by dividing 550 by 734, which would equal 0.749 years of credited service.

You earn credited service for hours during which you are actually working and during certain non-working hours such as Vacations, Paid Sick Time, and paid Injury-on-Duty. You do not earn credited service during the unpaid portions of leaves of absences such as Injury-on-Duty Leave, Sick Leave, Maternity Leave, Family Leave, Personal Leave or Educational Leave.

19. How does this Program enhance my pension benefit if I accept the offer?

If you accept this offer, the Company will waive the requirement that you have at least 15 years of credited service to start drawing your pension at age 55. You will only need to have 5 years of credited service as of August 31, 1993 to begin your pension at any point after you turn age 55. This is a significant enhancement because it will allow you to begin receiving a pension benefit as much as ten years earlier than normal.

20. Will I accrue credited service while receiving the Cash Bridge Payments?

No. You will not accrue any more credited service after you resign from the Company.

Pension Enhancements (continued)

- 21. My former spouse is entitled to a part of my retirement benefits. Will he or she be entitled to any part of the Cash Bridge Payments?**

No. Generally, Qualified Domestic Relations Orders will not apply to the Cash Bridge Payments.

- 22. What do I need to do to start my pension?**

You will be eligible to receive your pension annuity any time after you turn age 55. Contact Pension Benefits & Retiree Services at P.O. Box 619616, Mail Drop 5146, HDQ, DFW Airport, Texas 75261-9616 approximately 90 days before you wish to begin receiving your benefit.

Travel Privileges

- 23. What travel privileges will I have if I am under age 50 and elect this Program?**

If you are under age 50 as of your resignation date, you will be eligible for unlimited D-2 passes for yourself, spouse and dependent children (a dependent child is one who is claimed as a tax exemption and attending school or too young to attend school and/or disabled). All travel will be governed in accordance with current and future AA Regulations regarding pass travel. This pass travel is for personal use only and cannot be used for business or any other income producing purpose. This travel is provided during your lifetime only and does not have any survivor benefits.

- 24. Am I entitled to any other travel privileges in addition to D-2 travel?**

No. You are not entitled to any other travel privileges. Specifically you are **not** entitled to D-3, interline, emergency pass travel or reduced rate on AA or other airlines. However, if you are at least 50 years of age and have 10 years of Company service when you leave the Company, you will be eligible for retiree travel when your primary pension payments begin, as explained below.

Travel Privileges (continued)

25. Am I eligible for the annual D-1 pass?

No. This is only available to active employees and their families.

26. What travel privileges will I have if I am age 50 or older at the time of my resignation? Will I receive full retiree travel privileges?

1. Yes. If you are at least age 55 and have completed at least 5 years of Company service, you will receive retiree privileges immediately upon termination.
2. Yes. If you are at least age 50 and have completed at least 10 years of Company service when you leave payroll, you will be eligible for full retiree travel privileges when your primary pension payments begin.

Full retiree travel includes unlimited D-2 travel for you, your spouse and your dependent children, and the annual D-3 travel allowance of 16 one-way passes which you may give to anyone. You are also eligible for interline travel privileges and emergency pass travel as defined by AA Regulations. These travel privileges are authorized for yourself, your spouse and any dependent children. Retiree pass travel also includes survivor travel privileges if you have a surviving spouse at the time of your death.

27. If I am under age 50 at the time I leave payroll, will I be eligible for retiree pass travel when I reach 50 years of age?

No. Employees who are not age 50 and have not completed 10 years of Company service at the time they leave payroll will not subsequently be eligible for retiree travel privileges.

28. If I am 55 years of age or older when I leave the Company, when will I get retiree travel privileges under this Program?

You will be eligible for full retiree travel immediately, if you have completed at least 5 years of Company service at the time you leave AA payroll.

29. Can I continue to travel jump seat?

No. Jump seat travel privileges are only available to active employees.

Travel Privileges (continued)

30. Will I receive a new travel card?

Yes. Upon the return of your and your spouse's current active status travel card(s), you will receive a special travel card within four weeks of your last day on active payroll. Spouse cards will not be issued.

31. Will travel service charges and procedures be the same as for active AA employees?

Yes. You will be charged the same rates as active AA employees at the time of your travel. If these rates change in the future for active employees, they will also change for you. The same is true for procedures governing travel privileges. If the procedures change in the future for active employees, they will also change for you.

32. Can I have my travel service charges deducted automatically from the Cash Bridge Payments?

No. All service charges must be prepaid at the airport or you may choose to receive monthly billing statements.

33. I will be single when I leave the Company. However, I plan to marry and/or have children in the future. Will my spouse and/or dependent children be eligible for my D2 travel privileges?

Yes.

34. Can I work for a competitor of American Airlines and still retain my retiree travel privileges?

Only under certain circumstances. Retirees or former employees who are eligible for travel privileges cannot work for a competitor of American Airlines or any AMR subsidiary in a supervisory or management level position.

American Airlines provides very generous retiree travel privileges. We hope that retirees respect that privilege and maintain their loyalty by not engaging in activities that are detrimental to the Company.

Travel Privileges (continued)

- 35. Do I have to notify American if I am hired by another company as a flight attendant, agent, etc., or other non-management position?**

No. However, if you subsequently are promoted into a supervisory or management level position, you will be required to send a letter explaining the duties of this position to the Managing Director - Corporate Human Resources. If American determines that there would be a conflict of interest, your pass privileges on American would be permanently revoked if you accept this position.

- 36. When you say that there are supervisory or management level positions I can't perform for a "competitor", are you just referring to working for another airline?**

No. As the airline industry changes, AA/AMR's success may depend on marketing partnerships, joint ventures, consulting arrangements and/or other business relationships. For this reason, this occasionally raises a question of what employment relationships are covered by AA/AMR's conflict of interest policy.

We are willing to consider exceptions on a case by case basis provided there are extenuating circumstances. Consequently, before making any employment decisions, retirees or former employees who are eligible to receive travel privileges and do not want to forfeit such privileges, must contact AA's Corporate Human Resources department to request a review and decision regarding any management level or supervisory position.

- 37. Do I have to notify American if I am considering an employment opportunity or have been hired by a competitor in a management level or supervisory position?**

Yes. You will be required to submit a letter explaining the functions of the job with the competitor. If it is determined that such a position would be a conflict of interest, your travel privileges would be permanently revoked if you accept or choose to remain in that management level position. Additionally, if you are initially employed by a competitor in a non-management position and later move into a management position, you must then notify American and obtain clearance to continue working in that job if you wish to maintain your travel privileges.

Travel Privileges (continued)

38. **Who would I notify at American if I need to request a review of current or anticipated employment in a supervisory or management level position with a competitor, or if I am uncertain if I am in violation of AA/AMR's conflict of interest policy regarding pass travel?**

You would send your written request to the Managing Director - Corporate Human Resources, MD 5115, P.O. Box 619616, DFW Airport, Texas 75261-9616.

Medical Coverage

39. **What Medical Coverage will I receive with this Program?**

Your medical coverage will be guided by the provisions of the Retiree Medical Plan. You will begin receiving retiree medical benefits on the first day of the month following your resignation date. Between your resignation date and the first of the month you will continue coverage in your active medical plan.

40. **What will be my major medical maximum amount?**

Retiree medical coverage is very similar to the standard ("indemnity") medical plan offered to active employees, except that there is a lower major medical maximum. Your major medical maximum will be "refreshed" to \$300,000. Normally, your retiree maximum is \$300,000, less any amount already reimbursed for your medical coverage while an active employee.

41. **Are there any other differences between retiree medical benefits and my current plan?**

Retiree medical coverage does not include any other options or benefits currently available to you as an active employee, such as HMOs, Well Baby Care, Dental, Reimbursement Accounts, Voluntary Personal Accident Insurance, Long Term Disability and Short Term Disability.

Medical Coverage (continued)

42. Can I purchase supplemental medical coverage?

Yes. Flight Attendants who elect the Special Voluntary Early Out Program will be offered a one-time opportunity to enroll in the Supplemental Medical Plan. This plan supplements the Retiree Medical Plan by providing an additional \$500,000 in major medical maximum benefits. If you elect the Program, you will be solicited to enroll in the Supplemental Medical Plan sometime early in 1996. If you have questions regarding the Supplemental Medical Plan, please contact Acordia at (800) 477-2287.

43. What coverage does the Supplemental Medical Plan provide for pre-existing conditions?

If you or your spouse are subject to the pre-existing illness or injury exclusion under The Retiree Medical Plan, then supplemental medical is one way to secure coverage for that pre-existing illness or injury. Additional information will be made available upon solicitation.

44. Will I have to contribute to the medical plan if the cost of retiree medical increases?

The Company will only assume future retiree medical benefit cost increases of up to 5% per year. You will be responsible for paying for future retiree medical benefit cost increases over 5% per year in order to maintain your coverage. Future cost increases for retiree medical benefits shall be calculated annually based on the Company wide retiree average cost per covered retiree/surviving spouse.

45. When will the contributions for my medical coverage begin?

There will be no contributions for calendar years 1996, 1997 or 1998. The first possible contributions would be for 1999, and then only if inflation in the retiree medical plan exceeds 5% for the year ended June 30, 1998.

Medical Coverage (continued)

46. How will my contributions be calculated?

If inflation in medical costs per retiree/surviving spouse is greater than 5%, you will be required to contribute the dollar amount associated with inflation over 5%. To give you a hypothetical example:

Average cost for year ended June 30, 1997	=	\$4,000
Average cost for year ended June 30, 1998	=	\$4,300
Increase in cost		\$ 300
Percent increase (inflation)		7.5%

Cost increase associated with inflation over 5%	\$	100
1999 annual contribution for medical coverage	\$	100

47. What happens in years when inflation is below 5%?

Using the example above, if inflation for the next twelve months (i.e., the year ending June 30, 1999) is below 5%, your contribution will continue to be \$100 in the year 2000. There will be no increase.

48. What happens if inflation continues to exceed 5%?

Again, using the above example, if inflation for the next twelve months is greater than 5%, your contribution would increase by the dollar amount associated with inflation over 5%. If inflation for the year ending June 30, 1999 is again 7.5% or \$322.50, the company would cover the first 5% or \$215 and your portion of the cost would be \$107.50 ($\$322.50 \div 7.5 \times 2.5 = \107.50). This amount would be added to your existing \$100 contribution for a total contribution of \$207.50 for the year 2000.

49. How will I be billed for my contributions?

A bill for contributions due will be mailed to your home address.

50. Will I lose coverage if I don't pay my contributions?

Yes, your medical coverage will be terminated if you do not pay your contributions.

Medical Coverage (continued)

- 51. If I take the Retiree Medical Plan, will the pre-existing condition exclusion apply to me?**

If it applied to you under the active plan, it will continue to apply. The rules are the same.

- 52. How will medical treatment that is in progress at my resignation date be handled?**

If you elect this Program, the Retiree Medical Plan will continue to cover any eligible treatment in progress. If you have met any portion of your deductible under the active plan, it will apply against your deductible under the Retiree Plan.

- 53. I am married to another AA (active) employee. Can I be covered as a dependent under the medical plan for active employees?**

Yes. Your spouse must complete and submit a Life Event Change Form within 60 days of your resignation from the Company in order to list you as a dependent under his/her active plan. However, if you wish to retain the Special Voluntary Early Out medical coverage for the future, you will be required to continue to pay any contributions due.

- 54. I've heard that my pre-funding contributions will be refunded. Is this true?**

If you have participated in pre-funding of retiree medical benefits, you will receive a separate check refunding your contributions with interest earned, if any.

Group Life Insurance

- 55. What type of Life Insurance will be available?**

You will receive the Flight Attendant Retiree Group Term Life Insurance coverage.

Other Policies

56. What does resigning from the Company actually mean?

Acceptance of the Special Voluntary Early Out Program terminates your employment relationship with the Company as of the date of your resignation. You will forfeit all seniority rights and relinquish any and all claims for re-employment and recall with American Airlines, whether contractual or otherwise. To participate in this Program, you must sign and return the "Complete Release of All Claims" form prescribed by the Company, a sample of which is enclosed. However, if you do not complete the Complete Release of All Claims form and you have volunteered to participate in this Program during the election period, your employment with the Company will still terminate by the end of 1996 and you will not receive the benefits of this Program.

57. What does the Complete Release of All Claims form cover?

In general terms, the release provides that in exchange for the benefits you receive from this Program, you release the Company from all claims which by law can be covered in such a release, and which arose prior to the date you sign the release. The release does not apply to claims that may arise after the date you sign the release. However, to be sure you understand the release and how it applies to you, or whether any particular claim or claims are released under its terms, we encourage you to consult with your own independent legal representative. Enclosed is a sample of the Complete Release of All Claims form used for California employees and employees outside California. Do not sign the sample. You will be given a release form to sign when you resign. If you do not sign the Complete Release of All Claims form upon the effective date of your resignation, your employment with the Company will still terminate and you will not receive the benefits of this Program.

58. Is this really a voluntary program?

Yes. Participation in the Special Voluntary Early Out Program is entirely voluntary.

59. If I do not decide to accept this offer by December 22, 1995, may I apply for it later?

The Special Voluntary Early Out is a one-time offer. There are no plans to extend it or to offer another one in the future.

Other Policies (continued)

60. Will I have to leave by the end of 1996?

Yes. Your resignation date will be determined by the Company based on operational needs and will occur sometime in 1996. Resignation dates will occur in base seniority order of those flight attendants accepting the offer, subject to operational requirements. We anticipate that all volunteers will leave the Company by December 31, 1996.

61. Will I receive advance written notice from the Company of when my last day will be?

Yes. You will receive a written notice approximately 30 days before your scheduled resignation date.

62. Will I be paid for any vacation time?

Yes. You will be paid for all accrued and unused vacation remaining as of your resignation date.

63. Will I be paid for unused sick time?

No. You will not be paid for any unused sick time in your bank.

64. Isn't my resignation date the day I sign the acceptance letter?

No. Your resignation date will be your last day of employment with American Airlines. Generally, your resignation date will be assumed to mean the day you turn in all of your Company property to a member of management at your base and officially leave the Company, or the date specified by the Company.

You must return your AA I.D. Card, travel card(s), keys and other security access items, all parking decals and AA property. Your local manager or his/her designee will complete a checklist with you prior to your last day of work.

65. Are there any consequences if I fail to turn in Company property?

Yes. Commencement of your Cash Bridge Payments, medical coverage, travel privileges and other provisions of this offer is contingent upon your return of all Company property.

Other Policies (continued)

66. Will I be able to work for American Airlines in the future or any other AMR affiliate?

You may not be re-employed by American Airlines as either a regular, temporary, provisional or associate employee. You may apply for employment at another AMR affiliate, except for those affiliates that offer their employees membership in an American Airlines defined benefit pension plan. AA Company status and seniority will not be transferred. As of the date of this offer, the following affiliates offer participation in an AA defined benefit pension plan and therefore, you may not be employed by them:

- The SABRE Group (all divisions except TeleService Resources)
- AMR Investment Services
- American Airlines Employees Federal Credit Union
- AMR Training and Consulting Group

This list is subject to change and may be modified by the Company at any time.

67. How will my medical coverage be handled if I do accept a position with an AMR affiliate that doesn't offer participation in an AA defined benefit pension plan?

If you accept employment at an eligible AMR affiliate, you will have to decide whether you want to keep your Special Voluntary Early Out Medical Coverage or take any health coverage at the affiliate. You may not participate in more than one AMR health plan. Contact the Employee Service Center at (817) 967-1770 or (800) 888-1696 to elect the appropriate coverage. However, if you wish to retain the Special Voluntary Early Out medical coverage for the future, you will be required to continue to pay any contributions due.

68. Will my participation in the Program affect my membership at the Credit Union?

You and eligible family members may remain as members of the AA Credit Union, since membership is for life. You will need to contact the Special Assistance Department at the Credit Union to make arrangements for repayment of outstanding loans, since loan deductions will not be made from either your lump sum or monthly payment. The Special Assistance department is available to answer any question you may have about your accounts. You may reach them at (817) 963-6262 or (800) 533-0035, ext. 6262, from 7 a.m. to 7 p.m. CST Monday through Friday.

Other Policies (continued)

69. Are there other details I should know about?

American Airlines will contest unemployment claims filed by participants in the Special Voluntary Early Out Program.

Except as may be amended by this Program, the Flight Attendant Pension Plan, the Retiree Group Life and Medical Plan and AA Travel Regulations, as they may be amended, govern and are incorporated by reference.

Until your resignation date, your employment with American Airlines will continue to be governed by the Agreement between AA and the APFA, and AA policies, procedures and regulations.

ERISA Rights

This section contains statements of your rights under the Employee Retirement Income Security Act of 1974, as amended (ERISA). This legal notice follows the format provided by federal regulations and summarizes your rights under the law.

We hope disputes can be resolved if they arise, as we want you to obtain the benefits to which you are entitled with as little inconvenience and delay as possible. To that end, this employee benefit plan provides a description of claim and appeal procedures, as well as other addresses, telephone numbers and other references where you may obtain additional information and assistance.

We have tried to make this Terms and Conditions document as comprehensive as possible and, at the same time, as useful as possible. We welcome comments or suggestions you may have to improve the usefulness of the information in the plan. Please send any suggestions to Managing Director, Benefits Compliance and Pensions, MD #5134 - HDQ.

As a participant in this plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan that the

ERISA Rights (continued)

plan is obligated to provide to you under ERISA and you do not receive them within 30 days, you may file suit in a federal court.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Service Administrator, Department of Labor.

In carrying out their respective responsibilities under the plan, the plan administrator and other plan fiduciaries shall have discretionary authority to interpret the terms of the plan and to determine eligibility for and entitlement to benefits in accordance with the terms of the plan. Any interpretation made pursuant to such discretionary authority shall be given full force and effect under the plan. This document is the official plan document and the summary plan description of the plan. The terms of this plan document are controlling and binding. If there is a conflict between the statements in this plan document, the statements in any other document, the statements on the Hotline, or the statements of any employee of the Company, the statements in this plan document shall control.

Claims and Appeals

Claim forms and instructions for making a claim for severance benefits under this plan may be obtained by writing to Pension Benefits Administration Committee, American Airlines, Inc., Mail Drop #5134, HDQ, P.O. Box 619616, DFW Airport, Texas 75261-9616. Follow the instructions on your claim form to file a claim.

If the plan administrator determines that you are not entitled to receive all or part of the benefits claimed, it will mail or deliver written notice to you of its determination, the reasons for the determination, appropriate references to the plan document, and the procedure for review of this determination. This notice may also contain an explanation of additional information that you can provide to perfect your claim along with an explanation of why this additional information is necessary. The notice will be provided to you within 90 days of submission of a denied claim unless the administrator provides you with notice in writing before the end of the 90-day period that special

Claims and Appeals (continued)

circumstances require an extension of time (of no more than an additional 90-day period).

If your claim is denied in whole or in part by the administrator, you may request a review of the decision of the administrator to the Pension Benefits Administration Committee of American Airlines, Inc. With the appeal you must include any further information that you believe will establish your right to the denied benefit. **You must file this appeal within 90 days after receipt of the written notice of the claim denial.** The Pension Benefits Administration Committee will then render its final decision in writing disclosing the specific reasons for its decision (including references to applicable plan provisions). This decision will be mailed to you within 60 days after the submission of your request for review unless the Pension Benefits Administration Committee notifies you in writing that special circumstances require an extension (for no more than a single additional 60-day period). **This appeal process is mandatory. You may affect your right to maintain a claim against the plan if you do not follow the appeal procedure.** This claims and appeal procedure is not intended to supersede your grievance rights under the AA/APFA bargaining agreement to the extent that the bargaining agreement applies.

Miscellaneous Information

Plan Name: Group Life and Health Benefits Plan for Participating Subsidiaries of AMR Corporation (1995 Flight Attendant Severance Plan)

Plan Identification Number: 501

Employer Identification Number: 13-1502798

Plan Administrator and Sponsor: American Airlines, Inc.
MD #5136 - HDQ
P.O. Box 619616
DFW Airport, Texas 75261-9616

Service of Legal Process: Corporate Insurance
MD #5658 - HDQ
P.O. Box 619616
DFW Airport, Texas 75261-9616
or the Plan Administrator

Sources of Contribution: Company contributions

Plan Year: December 1 to November 30

1995 SPECIAL VOLUNTARY EARLY OUT PROGRAM
SUPER SAVER FACTS

IMPORTANT FACTS

- If you are a current Super Saver participant (i.e., have a Super Saver account balance) and you elect the early out:
 - No action is required if you have a balance of more than \$3,500 and you wish to leave your funds in the plan. (Further explanation under ALTERNATIVES below).
 - You may defer all or any portion of your Lump Sum Payment into Super Saver (not to exceed federal regulations). Other than the Lump Sum Payment, no future contributions will be allowed upon termination.
- If you are not a Super Saver participant (i.e., do not have a Super Saver account balance as of your termination) and you elect the early out:
 - You may not defer your Lump Sum Payment into Super Saver and no future contributions will be allowed upon termination.
- You should consult with a tax advisor before taking a Super Saver distribution.

ALTERNATIVES

If you elect to participate in the Special Voluntary Early Out Program, you have two alternatives with respect to your Super Saver account balance:

1. If you have a balance of more than \$3,500, you may elect to leave your funds in the Plan and receive a distribution at any future date (but you must elect a distribution by age 70 1/2). If you leave your funds in the Plan, you may continue to transfer among the various investment options, you will continue receiving quarterly statements, and you will continue to have access to plan information through the toll free 800 telephone line. However, you may not make additional contributions to your account.

(Balances of \$3,500 or less will be cashed out. If your balance is at or below this amount, you will receive a separate letter advising you of the cash out and giving you instructions -- including instructions on how to roll over your balance.)

2. You may elect a distribution of your funds; however, there are tax consequences. Generally, you may elect to receive your cash distribution and face immediate taxation or receive your plan distribution as a direct rollover and continue to defer taxation.
 - If you receive a distribution, it will be subject to ordinary income tax. In addition, 20% mandatory withholding will be automatically applied to your distribution prior to receipt. A 10% excise tax on early distributions may also apply under certain conditions.
 - If you roll over your distribution to an Individual Retirement Account (IRA) or to another employer's qualified plan (provided such plan accepts rollovers), you will defer taxation until you receive a distribution.

LOANS

You may not initiate a loan once you are off payroll.

If you leave your funds in the Plan and have an outstanding Super Saver loan balance, you must continue your loan repayments. Contact the Super Saver Service Center at (800) 433-2434 to arrange your repayment schedule. **If you fail to continue your loan repayments, the loan will be declared in default and you will owe taxes (and penalties, if applicable) assessed by the IRS.**

If you have questions regarding your options or need additional information regarding your Super Saver account, please call the Super Saver Service Center at 800-433-2434.

EXHIBIT 2

A. Personal information (please print clearly):

Name: _____ Base: _____ Station/Branch: _____ / _____
 Emp Number: _____ Fit Svc Mgr's Name & ICS Phone: _____
 Home Phone: _____ Date of Birth: _____ (Please attach copy of a document proving your date of birth)
month-day-year

B. I have received all materials detailing the Special Voluntary Early Out Program, including the "Terms and Conditions", the "Retiree Medical Plan" and the "Pension Estimate." In addition, I have read and understand the "Complete Release of All Claims" form.

 (initials)

C. I have read and fully understand the benefits available to me under the Special Voluntary Early Out Program. I understand that my decision is completely voluntary, final and irrevocable and that by making this decision, I am terminating my employment with American Airlines, forfeiting seniority and relinquishing any and all right to re-employment and recall. In addition, in accepting the Special Voluntary Early Out Program, I waive the right to compete for other jobs between now and my separation from the Company.

 (initials)

D. I acknowledge that I was given at least 45 days to make this one time election and will have 7 days from the date of my signature on this form to revoke this decision.

 (initials)

E. I understand that my employment will be terminated no later than December 31, 1996 and that the Company will provide at least 30 days notice of my termination date.

 (initials)

F. I elect to take the Special Voluntary Early Out Program as described in the "Terms and Conditions."

 (initials)

G. I elect to take my Cash Bridge Payment(s) as (check one and complete corresponding column):

(1) Lump Sum <input type="checkbox"/>
(a) I elect to defer _____ % of my lump sum to my Super Saver Account (0-100% not to exceed federally mandated limits)
(b) I have read and fully understand the Super Saver fact sheet. I understand that my lump sum investment elections will be the same as my investment elections from my regular payroll deductions. _____ (initials)

(2) Monthly <input type="checkbox"/>	
(e) I plan to use Direct Deposit for my Cash Bridge Payments:	yes <input type="checkbox"/>
	no <input type="checkbox"/>
(f) I currently use Direct Deposit for my regular paychecks:	yes <input type="checkbox"/>
	no <input type="checkbox"/>

H. I elect to have my payment(s) taxed at: My current federal income tax withholding rate
 (check one) The federal supplemental withholding rate of 28%

I. I designate my beneficiary for the Cash Bridge Payment(s) to be:

Name: _____ Home Address: _____
 Relationship: _____ Soc Security #: _____

J. _____
 Employee Signature Date _____

American Airlines must receive the white copy of this form by December 22, 1995. Upon receipt of this form, you will be sent a confirmation acknowledging the receipt of your election.

Boardmail: Employee Service Center, MD 5142 HDQ
U.S. Mail: Employee Service Center, MD 5142 P.O. Box 619616 DFW Airport, TX 75261-9616

(White Copy: Employee Service Center - MD 5142 HDQ)
 (Yellow Copy: Flight Service Manager/Local Personnel File)
 (Pink Copy: Employee Copy)

EXHIBIT 3

1995 SPECIAL VOLUNTARY EARLY OUT PROGRAM
COMPLETE RELEASE OF ALL CLAIMS

In consideration of all of the terms and conditions contained in all materials detailing the 1995 Special Voluntary Early Out Program, I waive, release and forever discharge American Airlines, Inc., its parent company, AMR Corporation, or any of their officers, directors, shareholders, subsidiaries, affiliates, predecessors, successors, assigns, agents, employees, representatives, benefit plans, trustees, administrators or insurers (hereinafter "American et al.") from all claims, demands, damages, liabilities and/or causes of action of any kind whatsoever, known or unknown, that I have or may have against American et al. arising out of, relating to or resulting from my employment with American Airlines, Inc., termination of that employment and/or any events occurring before the execution of this Complete Release of All Claims. This includes, without limitation, any potential claim under Title VII of the Civil Rights Act of 1964, as amended, the Pregnancy Discrimination Act, the Employee Retirement Income Security Act of 1974, age discrimination laws (as permitted by applicable law), Americans with Disability Act, Worker Adjustment and Retraining Notification Act, Equal Pay Act, any claim under any applicable state or local laws or ordinances, any claim for breach of contract, breach of covenant of good faith and fair dealing and any tort claim, as well as any other claim, whether known or unknown, arising by any reason up to the date of this Complete Release of All Claims, *but does not include claims for benefits under the workers' compensation laws of any state.* I understand that this Complete Release of All Claims, by enumerating such claims, does not constitute an admission of any kind by American, et al., but is an accommodation which offers certain extra benefits for which I would not otherwise be entitled, in return for my agreeing to and signing this document. I also agree to waive my rights in continued group health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), and I understand that the medical coverage described in said materials is in lieu of COBRA coverage.

While I understand that I have had the following obligations since I began my employment with American Airlines, Inc., I confirm that I shall not disclose any of the Company's trade secrets or other confidential, proprietary or restricted information and shall not make use of such information in any fashion at any time.

I further understand and agree that if I breach a material term or condition of this Complete Release of All Claims, I automatically forfeit all these extra benefits. If I violate this Complete Release of All Claims after receiving any of these benefits, I agree that I immediately will return those benefits to American Airlines, Inc. In any action brought to enforce any provision of this Complete Release of All Claims, in addition to any other relief granted, the prevailing party shall recover its reasonable costs and reasonable attorney's fees as used therein.

I further agree not to bring, continue or maintain any legal proceedings of any nature whatsoever against American et al. before any court, administrative agency, arbitrator or any other tribunal or forum by reason of any such claims, demands, damages, liabilities and/or causes of action, and that if any agency or court assumes jurisdiction of any complaint, claim or action against American et al. on my behalf, I will direct that agency or court to withdraw from or dismiss the matter with prejudice.

The consideration described in materials detailing the Special Voluntary Early Out Program, including Terms and Conditions, The Retiree Group Medical and Life Plan description and the Pension Estimate constitutes the sole and exclusive consideration provided to me. All of the terms and conditions contained in materials detailing the Special Voluntary Early Out Program, including Terms and Conditions, The Retiree Group Medical and Life Plan description and the Pension Estimate constitute the full terms upon which I conclude the employment relationship and supersede all previous negotiations, agreements and understandings. Any oral representation regarding this Voluntary Early Out Program shall have no force or effect. No modifications of this Agreement can be made except in the manner prescribed in the aforesaid materials.

This Complete Release of All Claims is binding upon my spouse, family, heirs, successors, assigns, executors and administrators.

I acknowledge and agree that I have been advised this Complete Release of All Claims is a final and binding legal document, that I have had reasonable and sufficient time and opportunity to consult with an independent legal representative of my own choosing before signing this Complete Release of All Claims and that in signing this Complete Release of All Claims I have acted voluntarily of my own free will and have not relied upon any representation made by American et al. or any of its agents, employees or representatives regarding the subject matter or effect of this Complete Release of All Claims.

I acknowledge and agree that all applicable requirements of state law governing or affecting the validity of compromises, settlements and releases are specifically incorporated herein as fully as if set forth at length.

I HAVE COMPLETELY AND CAREFULLY READ THE FOREGOING COMPLETE RELEASE OF ALL CLAIMS, AND I FULLY UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS.

Employee Signature

Date

Print Name

Employee Number

Social Security Number

[RELEASE TO BE USED FOR EMPLOYEES OUTSIDE CALIFORNIA]
White: Give to supervisor Yellow: For personnel file Pink: Employee copy

1995 SPECIAL VOLUNTARY EARLY OUT PROGRAM
COMPLETE RELEASE OF ALL CLAIMS

In consideration of all of the terms and conditions contained in all materials detailing the 1995 Special Voluntary Early Out Program, I waive, release and forever discharge American Airlines, Inc., its parent company, AMR Corporation, or any of their officers, directors, shareholders, subsidiaries, affiliates, predecessors, successors, assigns, agents, employees, representatives, benefit plans, trustees, administrators or insurers (hereinafter "American et al.") from all claims, demands, damages, liabilities and/or causes of action of any kind whatsoever, known or unknown, that I have or may have against American et al. arising out of, relating to or resulting from my employment with American Airlines, Inc., termination of that employment and/or any events occurring before the execution of this Complete Release of All Claims. This includes, without limitation, any potential claim under Title VII of the Civil Rights Act of 1964, as amended, the Pregnancy Discrimination Act, the Employee Retirement Income Security Act of 1974, age discrimination laws (as permitted by applicable law), Americans with Disability Act, Worker Adjustment and Retraining Notification Act, Equal Pay Act, any claim under any applicable state or local laws or ordinances, any claim for breach of contract, breach of covenant of good faith and fair dealing and any tort claim, as well as any other claim, whether known or unknown, arising by any reason up to the date of this Complete Release of All Claims, but does not include claims for benefits under the workers' compensation laws of any state. I understand that this Complete Release of All Claims, by enumerating such claims, does not constitute an admission of any kind by American, et al., but is an accommodation which offers certain extra benefits for which I would not otherwise be entitled, in return for my agreeing to and signing this document. I also agree to waive my rights in continued group health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), and I understand that the medical coverage described in said materials is in lieu of COBRA coverage.

While I understand that I have had the following obligations since I began my employment with American Airlines, Inc., I confirm that I shall not disclose any of the Company's trade secrets or other confidential, proprietary or restricted information and shall not make use of such information in any fashion at any time.

I further understand and agree that if I breach a material term or condition of this Complete Release of All Claims, I automatically forfeit all these extra benefits. If I violate this Complete Release of All Claims after receiving any of these benefits, I agree that I immediately will return those benefits to American Airlines, Inc. In any action brought to enforce any provision of the Complete Release of All Claims, in addition to any other relief granted, the prevailing party shall recover its reasonable costs and reasonable attorneys' fees incurred therein.

I further agree not to bring, continue or maintain any legal proceedings of any nature whatsoever against American et al. before any court, administrative agency, arbitrator or any other tribunal or forum by reason of the such claims, demands, damages, liabilities and/or causes of action, and that if any agency or court assumes jurisdiction of any complaint, claim or action against American et al. on my behalf, I will direct that agency or court to withdraw from or dismiss the matter with prejudice.

I further waive all rights under section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known, by him must have materially affected his settlement with the debtor.

The consideration described in materials detailing the Special Voluntary Early Out Program, including Terms and Conditions, The Retiree Group Medical and Life Plan description and the Pension Estimate constitutes the sole and exclusive consideration provided to me. All of the terms and conditions contained in materials detailing the Special Voluntary Early Out Program, including the Terms and Conditions, The Retiree Group Medical and Life Plan description and the Pension Estimate constitute the full terms upon which I conclude the employment relationship and supersede all previous negotiations, agreements and understanding. Any oral representations regarding this Voluntary Early Out Program shall have no force or effect. No modifications of this Agreement can be made except in the manner prescribed in the aforesaid materials.

This Complete Release of All Claims is binding upon my spouse, family, heirs, successors, assigns, executors and administrators.

I acknowledge and agree that I have been advised this Complete Release of All Claims is a final and binding legal document, that I have had reasonable and sufficient time and opportunity to consult with an independent legal representative of my own choosing before signing this Complete Release of All Claims and that in signing this Complete Release of All Claims I have acted voluntarily of my own free will and have not relied upon any representation made by American et al. or any of its agents, employees or representatives regarding the subject matter or effect of this Complete Release of All Claims.

I HAVE COMPLETELY AND CAREFULLY READ THE FOREGOING COMPLETE RELEASE OF ALL CLAIMS, AND I FULLY UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS.

Employee Signature

Date

Print Name

Employee Number

Social Security Number

[RELEASE TO BE USED FOR CALIFORNIA EMPLOYEES]

White: Give to supervisor

Yellow: For personnel file

Pink: Employee copy

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SUZETTE JANOFF and JENISE RUSBY, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Maricopa County, Arizona (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) VIRGINIA & AMBINDER, LLP (212) 943-9080 40 BROAD STREET, 7TH FLOOR NEW YORK, NEW YORK 10004

DEFENDANTS

AMERICAN AIRLINES, INC.

County of Residence of First Listed Defendant Tarrant County, Texas (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes categories like Citizen of This State, Citizen of Another State, and Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332
Brief description of cause: Breach of contract for lifetime "D-2" travel privileges

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 05/04/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Charles R. Virginia

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Charles Virginia, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
- the complaint seeks injunctive relief,
- the matter is otherwise ineligible for the following reason

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? Yes No
- 2.) If you answered "no" above:
 - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes No
 - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes No
 - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? Yes No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: Charles R. Virginia

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

SUZETTE JANOFF and JENISE RUSBY, individually
and on behalf of all others similarly situated

Plaintiff(s)

v.

AMERICAN AIRLINES, INC.

Defendant(s)

Civil Action No. 18 CV ____

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) AMERICAN AIRLINES, INC.
4333 AMON CARTER BLVD
FORT WORTH, TEXAS, 76155

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: VIRGINIA & AMBINDER, LLP
40 BROAD STREET, 7TH FLOOR
NEW YORK, NEW YORK 10004

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 18 CV _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Fmr. Flight Attendants Allege American Airlines Breached Contracts by Walking Back Lifetime Travel Pass Arrangement](#)
