ORIGINAL

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
JUN 24 1999
NANCY DOHERTY, CLERK
By _____
Deputy

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION

AMERICAN AIRLINES, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 7:99-CV-025-X
	)	
ALLIED PILOTS ASSOCIATION, ET AL.,	)	
	)	
Defendants.	)	

AGREED ORDER, INCLUDING PERMANENT INJUNCTION

On or about February 10, 1999, this action was filed in the United States District Court for the Northern District of Texas, in the form of a Complaint for Injunctive Relief, in which Plaintiff, American Airlines, Inc. ("American") sought to prohibit the Defendant Allied Pilots Association ("APA"), the individual named Defendants and all other persons acting in concert therewith, from calling, permitting, instigating, authorizing, encouraging, participating in, approving or continuing any form of interference with American's airline operations, including but not limited to any strike, work stoppage, sick-out, slowdown, or other concerted refusals to fly over a minor dispute or otherwise in violation of the Railway Labor Act, 45 U.S.C. §§ 151-188 (1988) ("RLA").

On February 10, 1999, this Court granted American's Motion for a Temporary Restraining Order, concluding that American was likely to succeed on the merits of its claims, that American would suffer substantial and irreparable injury if the Temporary Restraining Order was not granted, that the injury to Defendants would be inconsequential when compared with the loss and

hardship that American would suffer if the Temporary Restraining Order was not issued, and that the public interest favored entry of the Temporary Restraining Order.

The Temporary Restraining Order entered on February 10, 1999, among other things, restrained the Defendants, and each of them, their agents, successors, deputies, servants and employees, and all persons acting by, in concert with, through or under them, or by and through their orders, "[f]rom calling, permitting, instigating, authorizing, encouraging, participating in, approving or continuing any interference with American's airline operations, including but not limited to any strike, work stoppage, sick out, slow down or other concerted refusals to fly over a minor dispute or otherwise in violation of the RLA, 45 U.S.C. §§ 151-188 (1988)." The Temporary Restraining Order also ordered Defendants to undertake certain affirmative actions, including, but not limited to, "all reasonable steps within their power to prevent the aforesaid actions, and to refrain from continuing the aforesaid actions if commenced."

To avoid the uncertainties and substantial costs associated with continued litigation of the injunction issues raised in American's Complaint, the authorized representatives of American, the APA and the individual named Defendants have agreed to the entry of this Agreed Order as a final Order with respect to American's Complaint for Injunctive Relief. However, the parties further agree, and the Court so orders, that this Agreed Order does not supersede, stay, modify or alter the Court's rulings, findings and orders on Plaintiff's Motion for Contempt, particularly the determination of compensatory damages due to be paid to American, which Defendants APA, Richard T. Lavoy and Brian A. Mayhew intend to appeal. Furthermore, the Court shall retain jurisdiction over the Motion for Contempt as it relates to Defendants Robert P. Morgan, David O. Aldrich, Robert Ames, Stanley C. Bissell, Denis M. Breslin, Dennis DellaGreca, J.S. Ditty, Ernest L. Dryer, David P. Dunquemin, L.G. Foster, Daniel W. Hall, Charles T. Hepp, Lloyd D.

Hill, Mark L. Hunnibell, Jeff Marchand, Norman A. Patterson, Jr., Donald W. Pitts, Steve Roach, S. Randy Trommer, Michael R. Mellerski, John E. Darrah, L.P. Turcotte, and K.W. Michaelsen for the purpose of conducting such further hearings and making such further orders as the Court may deem necessary and appropriate.

NOW THEREFORE, with the consent of the parties hereto, and in accordance with the law:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Defendants, and each of them, their agents, successors, deputies, servants and employees, and all persons acting by, in concert with, through or under them, or by and through their orders, are permanently enjoined and prohibited from calling, permitting, instigating, authorizing, encouraging, participating in, approving or continuing any interference with American's airline operations, including but not limited to any strike, work stoppage, sick-out, slowdown or other concerted refusals to fly, over a minor dispute or otherwise in violation of the RLA, for the duration of the American/APA collective bargaining agreement dated May 5, 1997, and the status quo period following the amendable date until the mandatory provisions of Sections 5, 6 and 10 of the RLA have been exhausted.

2. This Agreed Order is binding and enforceable by citation of contempt of court. All proceedings relating to enforcement of or compliance with the terms of this Agreed Order shall be brought in this same United States District Court for the Northern District of Texas, which Court shall retain continuing jurisdiction to enforce the terms of this Agreed Order.

3. The costs of this litigation shall be borne by the respective parties, as incurred, including attorneys fees and expenses.

4. This Agreed Order in no way constitutes an acknowledgment or admission by Defendants or any of them, of any violation of any federal, state or local law, common law or local or municipal statute or regulations, or breach of any other legal obligation or duty of the parties to each other or any other person. This Agreed Order is not intended to evidence or constitute an estoppel against Defendants, or any of them, in proceedings that may be brought against Defendants in other courts or jurisdictions.

5. This Agreed Order is based upon the agreement of the parties and is not subject to further appeal.

The Plaintiffs and Defendants, acting by and through their legal counsel, acknowledge their understanding of the terms, nature and scope of this Agreed Order, and represent their free, wiling, and knowing acceptance of this Agreed Order as resolving the current dispute between them except as provided herein.

Joe Kendall

U.S. DISTRICT JUDGE JOE KENDALL

AGREED AS TO FORM AND CONTENT:

Attorney for Defendants — Date: 4/27/99

Attorney for Plaintiff American Airlines, Inc. — Date: 4/28/99