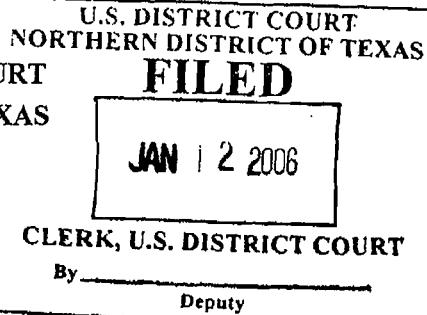


IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION



MARK WOODALL,  
MICHAEL P. MCMAHON,  
PAUL J. MADSON,  
Individually and on behalf of a class of all  
similarly situated persons,

Plaintiffs,

v.

AMERICAN AIRLINES, INC.,

Defendant.

**COMPLAINT - CLASS ACTION**

Plaintiffs, Mark Woodall, Michael P. McMahon, and Paul J. Madson ("Plaintiffs"), on behalf of themselves and a class of all similarly situated persons, by the undersigned attorneys, make the following averments:

1. This is a civil action brought pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301 et seq. ("USERRA").

**JURISDICTION AND VENUE**

2. This Court has jurisdiction over the subject matter of this action pursuant to 38 U.S.C. § 4323(b).
3. Venue is proper in this district under 38 U.S.C. § 4323(c)(2) and 28 U.S.C. § 1391(b), because Defendant, American Airlines, Inc. ("American Airlines"), maintains a place of business in this judicial district.

## PARTIES

4. Plaintiff Mark Woodall ("Woodall") resides in Carrollton, Texas. He is currently employed by American Airlines as a pilot. Woodall is also a Captain in the United States Naval Reserve.
5. Plaintiff Michael McMahon ("McMahon") resides in Arnold, Maryland. He is a former employee of American Airlines where he was employed as a pilot. McMahon is a member of the United States Naval Reserve and served as a Captain between 1998 and 2005. In 2005, McMahon was recalled to active duty and is currently a Commander.
6. Plaintiff Paul Madson ("Madson") resides in Chicago, Illinois. He is currently employed by American Airlines as a pilot. Madson is also a Lieutenant Colonel in the Ready Reserve of the South Dakota Air National Guard.
7. Defendant American Airlines maintains its headquarters at 4333 Amon Carter Blvd, Fort Worth, Texas 76155, within the jurisdiction of this Court.

## CLAIMS FOR RELIEF

8. American Airlines is a global air passenger carrier whose passenger division is the largest scheduled passenger airline in the world, employing over 10,000 pilots, of whom approximately 1,000 are members of the United States Armed Forces serving in National Guard and Reserve units.
9. Pursuant to the 1997 and 2003 Collective Bargaining Agreements between American Airlines and the Allied Pilots Association (the "Collective Bargaining Agreements"), American Airlines has calculated earned vacation time for pilots based on their accumulated service time with American Airlines, as well the pilots' service time during the previous calendar year. Pursuant to the Collective Bargaining Agreements,

American Airlines has calculated earned sick leave time based on the pilots' service time during the previous calendar year. The Collective Bargaining Agreements have required that a pilot be "in service" for fifteen (15) days in a calendar month in order for that month to be counted in figuring the pilot's service time.

10. Pursuant to the Collective Bargaining Agreements, American Airlines has allowed pilots who are "in service" to bid on flight schedules for the upcoming month based on their seniority status. Pilots who are considered to be on "leaves of absence" may not bid for flight schedules.
11. Pursuant to the 1997 Collective Bargaining Agreement, American Airlines was required to credit each pilot with 1.33 days of sick leave for each month the pilot was "in service" during the year. Pursuant to the 2003 Collective Bargaining Agreement, American Airlines must credit each pilot with five (5) hours of sick leave for each month the pilot is "in service" during the year.
12. Upon information and belief, in January 2002, American Airlines conducted an audit of the flight records of pilots who took military leave during 2001. Based on that audit, American Airlines reduced the service time for pilots who had taken military leave during 2001, regardless of whether those pilots were scheduled to work on the days they took military leave. This reduction of service time resulted in the reduction of earned vacation time for certain pilots who had taken military leave, including the named plaintiffs Woodall and McMahon. American Airlines did not reduce earned vacation time for pilots who had taken comparable types of non-military leave.
13. Upon information and belief, from 2001 through 2002, American Airlines placed

pilots who took military leave; including the named plaintiffs Woodall, McMahon, and Madson, on "leave of absence" status, which effectively denied them the ability to bid on flight schedules based on their seniority status and to earn other employment benefits, including earned paid vacation time and earned sick leave. American Airlines continues to place pilots who take military leave on "leave of absence" status, thereby denying them the ability to bid on flight schedules based on their seniority status and to earn other employment benefits, including earned paid vacation time and earned sick leave.

14. Upon information and belief, in 2001 and 2002, American Airlines did not deny to pilots who took comparable types of non-military leave, including but not limited to sick leave, union service leave or jury duty leave, the ability to bid on flight schedules based on their seniority and to earn other employment benefits, including earned paid vacation time and earned sick leave. Similarly, American Airlines did not deny to pilots who conducted other non-military activities and/or business on days when they were not scheduled to fly, but were not technically considered to be "on leave," the ability to bid on flight schedules based on their seniority status and to earn other employment benefits, including earned paid vacation time and earned sick leave.

**Mark Woodall**

15. American Airlines has employed Woodall as a pilot since 1991. He joined American Airlines directly from active duty as a pilot with the United States Navy.
16. In 2001, pursuant to the 1997 Collective Bargaining Agreement and his seniority, Woodall was entitled to twenty-one (21) paid vacation days based on his ten (10) years of total service with American Airlines and twelve (12) months of service time in 2001.

17. Woodall took sixteen (16) days of military leave for annual reserve training with the United States Naval Reserve, June 9-24, 2001.
18. In February 2002, Woodall learned that he would only accrue nineteen (19) paid vacation days in 2002 because American Airlines considered him on a "leave of absence" in June 2001 during his sixteen (16) days of military leave and thus American Airlines would not credit him with being in service in June.
19. As a result of American Airlines' denial of two earned days of paid vacation time to Woodall due to his military service, Woodall has suffered a loss of his benefits of employment.

**Michael McMahon**

20. American Airlines employed McMahon as a pilot from 1998 to 2005. McMahon is a member of the United States Naval Reserve. In June 2005, he was recalled to full-time active duty and is currently a Commander.
21. In 2001, pursuant to the Collective Bargaining Agreement and his seniority, McMahon was entitled to fourteen (14) paid vacation days based on his three (3) years of total service with American Airlines and twelve (12) months of service time in 2001.
22. McMahon took fourteen (14) days of military leave for annual reserve training with the Naval Reserve, February 4 - 17, 2001.
23. In 2002, McMahon learned that American Airlines had audited the flight records of pilots who took military leave and that he would be awarded only thirteen (13) paid vacation days in 2002 because American Airlines considered him on a "leave of absence" in February 2001, covering his fourteen (14) days of military leave, and thus American Airlines would not credit him for being in service for the month of February.

24. As a result of American Airline's denial of an earned day of paid vacation time to McMahon due to his military service, McMahon has suffered a loss of his benefits of employment.

**Paul Madson**

25. American Airlines has employed Madson as a pilot since 1989. He joined American Airlines directly from active duty as a pilot with the United States Air Force.
26. In 2002, pursuant to the 1997 Collective Bargaining Agreement, Madson was entitled to accrue 1.33 days of sick leave for each month he was "in service" with American Airlines. Pursuant to the 1997 Collective Bargaining Agreement and his seniority, he was also entitled to bid on his flight schedule in order of seniority.
27. Madson was on military leave for twenty (20) days, December 1-21, 2002. While on military leave, Madson served on active duty with the U.S. Air Force deployed to Turkey for Operation Northern Watch.
28. Upon his return from active duty, Madson completed his full-time flying schedule for American Airlines for the month of December, from December 22-31, 2002.
29. American Airlines placed Madson on "leave of absence" status while he was on military duty in Turkey. Due to this status, Madson was not allowed to earn sick leave nor was he permitted to submit a flight schedule request for the month of January 2003.
30. As a result of American Airlines' placement of Madson on "leave of absence" status, he was denied 1.33 days of accrued sick leave and was placed on "reserve" flight status for the month of January.
31. Madson was further denied twenty-seven (27) hours of paid flight time in January 2003 because he was placed on reserve flight status instead of being awarded his December

2002 bid for a flight schedule based on his thirteen (13) years of seniority at American Airlines.

32. The acts and practices of American Airlines, set forth in paragraphs 12-14, 18-19, 23-24 and 29-31 above, constitute violations of USERRA, with respect to the named plaintiffs Woodall, McMahon, and Madson, and a class of similarly situated present and former pilots who have taken military leave while employed by American Airlines.

#### CLASS ACTION ALLEGATIONS

33. Plaintiffs bring this action pursuant to Rule 23(a) and (b)(2) of the Federal Rules of Civil Procedure on behalf of a class of all past and present pilots of American Airlines who are or were members of the United States Armed Services and who have taken military leave from January 2001 to the present while employed by American Airlines. Plaintiffs are members of the class they seek to represent.
34. The members of the class are sufficiently numerous that joinder of all members is impracticable. Plaintiffs are informed and believe that the class exceeds 100 present and former pilots of American Airlines.
35. There are questions of law and fact common to the class, and these questions predominate over individual questions. Such questions include, without limitation: whether American Airlines has placed pilots who have taken military leave since 2001 on "leave of absence" status for the periods of their military leave; whether American Airlines has not placed pilots who have taken comparable types of non-military leave since 2001, including sick leave, union service leave or jury duty leave on "leave of absence" status for their periods of such non-military leave; whether American Airlines' acts and practices have violated USERRA by discriminating against American Airlines

pilots who are members of the Armed Forces and have taken military leave; and whether injunctive and other equitable remedies for the class are warranted.

36. The claims alleged by Plaintiffs are typical of the claims of the class.
37. The named Plaintiffs will fairly and adequately represent and protect the interests of the class.
38. Class certification is appropriate pursuant to Fed. R. Civ. Proc. Rule 23(b)(2) because American Airlines has acted on grounds generally applicable to the class, making appropriate declaratory and injunctive relief to Plaintiffs and the class as a whole. The class members are entitled to injunctive relief to end American Airlines' acts and practices that have treated pilots who have taken military leave differently and less favorably than pilots who have taken comparable types of non-military leave.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves and the members of the class, pray for judgment against American Airlines, its officers, agents, employees, successors and all persons in active concert or participation with it as follows:

39. Determine that this action may proceed and be maintained as a class action, designating Plaintiffs as Lead Plaintiffs, and certifying Plaintiffs as class representatives under Rule 23 of the Federal Rules of Civil Procedure and their counsel as lead counsel, and designating Plaintiffs as representatives of the class and their counsel of record as Class Counsel;
40. Declare that the acts and practices complained of herein are unlawful and are in violation of USERRA, 38 U.S.C. § 4301, et seq.;

41. Require that American Airlines fully comply with the provisions of USERRA by providing Plaintiffs and class members all employment benefits denied them as a result of the unlawful acts and practices under USERRA described herein, including, but not limited to, lost earned vacation time and lost earned sick leave (or the monetary equivalent), and pay lost due to the inability to bid on flights commensurate with their levels of seniority;
42. Enjoin American Airlines from taking any action against Plaintiffs and members of the class that fails to comply with the provisions of USERRA;
43. Award Plaintiffs prejudgment interest on the amount of lost wages or employment benefits found due;
44. Grant such other and further relief as may be just and proper.

45. Plaintiffs further pray for their costs and disbursements in this action.

ALBERTO R. GONZALES

Attorney General

WAN J. KIM  
Assistant Attorney General  
Civil Rights Division

BY:



---

DAVID J. PALMER (DC Bar No. 417834)  
Chief



---

Christine M. Roth (DC Bar No. 464815)  
Deputy Chief  
John Cunningham (VA Bar No. 43973)  
Trial Attorney  
Andrew Braniff (IN Bar No. 23430-71)  
Trial Attorney  
U.S. Department of Justice  
Civil Rights Division  
Employment Litigation Section  
950 Pennsylvania Avenue, NW  
Patrick Henry Building, Room 4036  
Washington, DC 20530  
Telephone: (202) 514-3831  
Facsimile: (202) 514-1005

Attorneys for Plaintiff