ORIGINAL

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
FEB 10 1999
NANCY DOHERTY, CLERK
By _____
Deputy

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

AMERICAN AIRLINES, INC.	§	
	§	
Plaintiff,	§	
	§	
vs.	§	Case No. 7:99-CV-025-X
	§	
ALLIED PILOTS ASSOCIATION, et al,	§	
	§	
Defendants.	§	

TEMPORARY RESTRAINING ORDER

1. This case is before the Court on Plaintiff's Motion for a Temporary Restraining Order enjoining Defendants Allied Pilots Association ("APA"), the individual named Defendants and all 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 in violation of the Railway Labor Act, 45 U.S.C. §§ 151-188 (1988) ("RLA").

2. Plaintiff American Airlines, Inc. ("American") is a common carrier by air engaged in the transportation of freight and passengers in intrastate and interstate commerce throughout the United States. APA is a labor organization that is the exclusive bargaining representative of American's pilots. The individual Defendants are officers and representatives of APA.

3. It has been made to appear by the Complaint for Injunctive Relief and Damages with accompanying Declarations filed herewith, and by the Plaintiff's Motion for

a Temporary Restraining Order and accompanying materials, that a Temporary Restraining Order should issue because American is likely to succeed on the merits of its claims that Defendants are violating the RLA, and because immediate, substantial and irreparable damage, injury or loss will result to American before a hearing on its request for a preliminary or permanent injunction can be had. If the disruptive activity set forth in paragraph (1) above is continued, American will suffer an incalculable loss of revenue, as well as the loss of public goodwill which it can never recover. Further, American will lose traffic which it may never regain in its airline system, and may be compelled to curtain substantially or eliminate transportation services which will deprive large numbers of the public of essential service, all of which will cause irreparable damage and injury to American for which it has no adequate remedy at law, as well as serious and substantial damage to the public interest.

4. It further appears to the Court that if the Temporary Restraining Order is issued, the injury, if any, to Defendants herein, if final Judgment be granted in their favor, will be inconsequential when compared with the loss and hardship which American and the public will suffer if the Order is not issued and, furthermore, that any such injury suffered by Defendants will be adequately indemnified by bond.

Now, THEREFORE, upon the arguments of counsel and for the reasons stated on the record as findings of facts and conclusions of law,

IT IS ORDERED, that 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 hereby temporarily restrained pending a hearing on the preliminary injunction in this matter:

(a) 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, 45 U.S.C., §§ 151-188 (1988).

AND IT IS FURTHER ORDERED:

(b) That the said Defendants and said other persons acting in concert with them shall take all reasonable steps within their power to prevent the aforesaid actions, and to refrain from continuing the aforesaid actions if commenced.

(c) That the said Defendants shall instruct all pilots to resume their normal working schedule, and provide Plaintiff a copy of all such instructions.

(d) That APA and the individually named Defendants notify, by the most expeditious means possible, all APA-represented pilots employed by American of the issuance, contents and meaning of this Temporary Restraining Order, and produce a copy of all such messages to Plaintiff.

(e) That the notice described in (d) above include a directive from APA to those pilots who are engaging in a sick-out or other concerted refusals to fly to cease and desist all such activity and to cease and desist all exhortations or communications encouraging same.

(f) That APA and the individually named Defendants post the notice described in (d) above to APA's Internet web site, and provide a copy of the notice to the Plaintiff.

(g) That APA and the individually named Defendants include the contents of the ordering paragraphs of this Order on all recorded telephone hotlines under control of Defendants or any of them, until such time as the Court has acted on Plaintiff's Motion for a Preliminary Injunction, and provide a copy of all messages to the Plaintiff.

(h) That APA and the individually named Defendants report by 12:00 noon on February 12, 1999, by sworn affidavit, the methods used to effect the notice described in (d) above to all APA-represented pilots.

(i) All copies required to be furnished to the Plaintiff by Defendants under this Order shall also be contemporaneously furnished to the Court.

IT IS FURTHER ORDERED

(j) That the parties shall appear before this Court on March 8, 1999 at 2:00 p.m. for a hearing on Plaintiff's Motion for a Preliminary Injunction. The parties have agreed and consented to this date and to the Continuation of the Temporary Restraining Order through the Preliminary Injunction Hearing.

This Temporary Restraining Order is issued on the condition that a bond be filed by Plaintiff herein in the sum of $10,000.00 and that said Defendants shall recover from the Plaintiff under said bond all costs and damages, if any, suffered by them in the event that Plaintiff does not succeed in this action.

SO ORDERED this 10th day of February, 1999.

Joe Kendall

Joe Kendall
U.S. District Judge

ISSUED at 4:00 PM o'clock 10th day of February, 1999.

APPROVED AS TO FORM:

Henry H Robinson

Attorney for Plaintiff

Sanford R Denison

Attorney for Defendants