UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 28, 2016

AMERICAN AIRLINES GROUP INC. AMERICAN AIRLINES, INC.

(Exact name of registrant as specified in its charter)

Delaware
Delaware
(State or other Jurisdiction
of Incorporation)

1-8400 1-2691 (Commission File Number) 75-1825172 13-1502798 (IRS Employer Identification No.)

4333 Amon Carter Blvd., Fort Worth, Texas 4333 Amon Carter Blvd., Fort Worth, Texas (Address of principal executive offices) 76155 76155 (Zip Code)

Registrant's telephone number, including area code: (817) 963-1234 (817) 963-1234

N/A

(Former name or former address if changed since last report.) $\label{eq:former}$

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS, ELECTION OF DIRECTORS, APPOINTMENT OF CERTAIN OFFICERS, COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

(e) Compensatory Arrangements of Certain Officers

On April 28, 2016, American Airlines Group Inc. (the "Company") entered into a letter agreement with W. Douglas Parker, the Company's Chairman and Chief Executive Officer, to provide that Mr. Parker's Amended and Restated Employment Agreement with the Company, originally entered into as of November 28, 2007, is terminated. The elimination of his employment agreement was at Mr. Parker's request. As a result, Mr. Parker is no longer contractually entitled to receive a set level of compensation and benefits and is no longer protected by the change in control and severance provisions of the employment agreement. Notwithstanding the elimination of Mr. Parker's employment agreement, Mr. Parker has agreed to remain obligated with respect to the covenants in the employment agreement that require post termination confidentiality and non-solicitation of employees.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

Exhibit No.

Description

10.1 Letter Agreement with W. Douglas Parker dated April 28, 2016

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, American Airlines Group Inc. has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMERICAN AIRLINES GROUP INC.

Date: April 29, 2016

By: /s/ Stephen L. Johnson

Stephen L. Johnson

Executive Vice President, Corporate Affairs

Pursuant to the requirements of the Securities Exchange Act of 1934, American Airlines, Inc. has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMERICAN AIRLINES, INC.

Date: April 29, 2016

By: /s/ Stephen L. Johnson

Stephen L. Johnson

Executive Vice President, Corporate Affairs



April 28, 2016

Mr. W. Douglas Parker c/o American Airlines Group Inc. 4333 Amon Carter Blvd. Fort Worth, Texas 76155

Dear Doug:

We make reference to the Amended and Restated Employment Agreement entered into as of November 28, 2007 among you, US Airways Group, Inc. and US Airways, Inc., as amended (the "Employment Agreement"), which Employment Agreement was assumed by American Airlines Group Inc. (the "Company") on December 9, 2013. Effective as of the date hereof, the Employment Agreement is terminated without any liability to any party thereto except that your obligations under Sections 5 (Confidential Information, Non-Interference), 6 (Specific Performance) and 7 (Miscellaneous) of the Employment Agreement (the "Continuing Obligations") shall survive the foregoing referenced termination, and you shall remain bound by such Continuing Obligations in accordance with their terms.

Following the termination of the Employment Agreement, you shall continue to serve as the Company's Chairman and Chief Executive Officer, provided that your employment with the Company and its subsidiaries shall be at-will.

Please acknowledge your acceptance and consent to the terms described in this letter by signing below. You understand that these terms may not be amended or modified except in a writing signed by you and a representative of the Company duly authorized by the Committee or the Board of Directors.

Regards,

American Airlines Group Inc.

By: /s/ Stephen L. Johnson

Name: Stephen L. Johnson

Title: Executive Vice President, Corporate Affairs

ACKNOWLEDGED, ACCEPTED AND AGREED TO this 28th of April 2016.

/s/ W. Douglas Parker

W. Douglas Parker

Signature Page to Letter Agreement re: Employment Agreement Termination