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Counter-motion to item 2 of the agenda

Appropriation of the distributable profit of Deutsche Lufthansa Aktiengesellschaft for the 2013 financial year

I move that the dividend of €0.45 per no-par value share be cut to €0.40 and that the released amount of €23,053,519.00 be transferred to provisions.

Reason:

The provisions serve to cushion demands by Lufthansa AG employees that may arise from a re-calculation of time credits due to sickness.

With priority, the claims of Lufthansa Passage employees (flight operations).

On the background:

I noticed that the cabin crew of Lufthansa AG aircraft in case of illness are not credited with the working times deposited in the duty roster.

These flight attendants receive a time lump sum of approx. 3.9 hours in complete disregard of their actual loss of hours.

Example:

A flight attendant becomes unable to work shortly before the start of work and submits a 3-day incapacity certificate to her employer, LH AG.

During these 3 days, she was scheduled for two flights from Frankfurt to Los Angeles and back to Frankfurt. The total working time for these 2 flights amounts to approx. 24 hours.

However, her time record only credits her with 3 days at 3.9 hours. This is equivalent to a time difference of 12.3 hours. The flight attendant must now subsequently work this time difference in order to meet the originally scheduled deployment time of approx. 70 flight hours (per month).

This approach is not in compliance with Germany's Act on Continued Remuneration during Illness (EFZG).

On this, the remarks of labour judge, Dr Fabricius, in the labour-tribunal proceedings Weber v Lufthansa Technik:

The problems shown up in these labour-tribunal proceedings are identical with the consideration/problems in flight operations, so that, in the labour-tribunal proceedings, claims

arose against Lufthansa Technik, since the latter did not credit the working-time account / time record with the working times in case of illness that were deposited in the duty roster.

Labour judge Dr Fabricius found a few clear words for this credit calculation in case of illness as practised by Lufthansa Technik.

Quote: "The law of large numbers is not in compliance with sec. 4 EFZG! And the shopfloor agreement submitted by Lufthansa Technik is one that I [Dr Fabricius] view as problematical!"

End of quote

A comparison I made of the industry-wide collective agreements and other records from these two divisions, LH AG and LHT AG, permits the conclusion that in flight operations, too, the "law of large numbers" was applied, and the time credits were established for flight operations within the scope of a probability calculation/average observation.

This risk of faulty observation was recognized by Lufthansa in my labour-tribunal proceedings, so that I was made an offer that my claims would be met in full (234 hours) and, in any future time-credit calculations made under these aspects, a secrecy agreement would be concluded by the Group Legal Department.

I refused this offer!

I insisted on the chamber date before the Cologne Local Court although all of my claims had been met in full one week ahead of the chamber date!

Acting in this knowledge, I am submitting my motion that provisions be formed to underpin possible claims of LH AG employees in flight operations.

Calculation of the provisions:

20,000 employees in LH AG's flight operations x 10 sick days (per year, average) x 3 hours (time difference to the credit by LH) x €15 (average pay)

20,000 employees x 10 days x 3 hours x €15 = 9,000,000

Statute of limitations: 3 years > €9,000,000 x 3 years = approx. €27,000,000

Weber