

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE:)
) Case No. 11-15464 (SHL)
AMERICAN AIRLINES, INC. Debtor.)

PETITION FOR RELIEF FROM AUTOMATIC STAY

NOW COMES MICHAEL ROBINSON AND BARBARA ROBINSON by its undersigned counsel, and for their Petition for Relief from Automatic Stay state as follows:

1. On or about December 19, 2011, MICHAEL ROBINSON and BARBARA ROBINSON (“Robinson”), filed suit in the United States District Court, Middle District of Tennessee, Nashville Division, against debtor American Airlines, Inc. (“American Airlines”), alleging breach of contract and tort claims against American Airlines arising from events that occurred during a December 22, 2010 airplane flight from Nashville, Tennessee to Milwaukee, Wisconsin. A true and accurate copy of Robinson’s Complaint is attached hereto as Exhibit “A”.

2. On or about November 29, 2011, American Airlines filed its voluntary Petition for Chapter 11 bankruptcy in this Court. A true and accurate copy of this Court’s Notice of Bankruptcy Case Filing is attached hereto as Exhibit “B”. Pursuant to 11 USC §362(a), an automatic stay went into effect at that time, precluding Robinson from further prosecution of its District Court action against American Airlines. A true and accurate copy of the Notice of Suggestion of Bankruptcy Dated January 9, 2012 is attached hereto as Exhibit “C”.

3. Pursuant to 11 USC §362(d), Robinson petitions this Court to modify the automatic stay to allow Robinson to continue to prosecute its personal injury action against

American Airlines, but only to the extent that American Airlines' liability insurance proceeds are available to satisfy the claim. Section 362(d) requires the bankruptcy court to grant relief from the automatic stay for cause. "Cause" as used in Section 362(d) has no clear definition and is determined on a case by case basis. See In re Syndicom Corp., 268 B.R. 26, 48 (Bankr. S.D.N.Y. 2001)(holding ("cause" under section 362 "encompasses many different situations"); In re Century/ML Cable Venture, 294 B.R. 9, 34 (Bankr. S.D.N.Y. 2003).

4. Although Section 362 does not attempt to define the parameters of the term "for cause," the Southern District has previously adopted the *Curtis* factors to recognize certain relevant factors which may be considered in making a determination of whether or not to modify the stay to permit litigation against the debtor to proceed in another forum. In re Burger Boys, Inc., 183 B.R. 682, 687-88 (S.D.N.Y. 1994)(citing In re Curtis, 40 B.R. 795 (Bankr.D.Utah 1984). The *Curtis* factors, which are also known as the *Sonnax* factors, due to its adoption by the Second Circuit in Sonnax Indus., Inc. v. Tri Component Products Corp. (In re Sonnax Indus., Inc.), 907 F.2d 1280, 1286 (2d Cir.1990) are:

- (1) Whether the relief will result in a partial or complete resolution of the issues.
- (2) The lack of any connection with or interference with the bankruptcy case.
- (3) Whether the foreign proceeding involves the debtor as a fiduciary.
- (4) Whether a specialized tribunal has been established to hear the particular cause of action and that tribunal has the expertise to hear such cases.
- (5) Whether the debtor's insurance carrier has assumed full financial responsibility for defending the litigation.
- (6) Whether the action essentially involves third parties, and the debtor functions only as a bailee or conduit for the goods or proceeds in question.

- (7) Whether litigation in another forum would prejudice the interests of other creditors, the creditors' committee and other interested parties.
- (8) Whether the judgment claim arising from the foreign action is subject to equitable subordination under Section 510(c).
- (9) Whether movant's success in the foreign proceeding would result in a judicial lien avoidable by the debtor under Section 522(f).
- (10) The interest of judicial economy and the expeditious and economical determination of litigation for the parties.
- (11) Whether the foreign proceedings have progressed to the point where the parties are prepared for trial.
- (12) The impact of the stay on the parties and the "balance of hurt."

In re Curtis, 40 B.R. 795, 800 (Bankr. D. Utah 1984)(citations omitted). In considering the foregoing factors, it must be borne in mind that the process of determining the allowance of claims is of basic importance to the administration of a bankruptcy estate. Gardner v. State of N.J., 329 U.S. 565, 573, 67 S. Ct. 467, 471-72, (1947). Applying the *Curtis* factors, courts have repeatedly ruled that suspension of the stay is appropriate where the plaintiff solely seeks a determination of liability without monetary consequences for the debtor.

5. Applying the above test to this case demonstrates that the automatic stay should be lifted to allow Robinson to pursue prosecution of their District Court action against American Airlines. The first *Curtis* factor is undoubtedly met, as a lifting of the stay will permit their tort claim to be brought against the proper party, American Airlines, and the merits of the tort claim will be adjudicated to its resolution. Further, the second *Curtis* factor is also satisfied because the underlying claim is unrelated to the bankruptcy case.

6. While the third *Curtis* factor is inapplicable, it is important to note that the underlying claim is currently pending before the United States District Court, Middle District of Tennessee, Nashville Division. Thus, in satisfying the fourth *Curtis* factor, the Middle

District of Tennessee has accepted this case and clearly has the expertise to adjudicate this matter.

7. The fifth *Curtis* factor depends on whether American Airlines liability insurance carrier has assumed full financial responsibility in defending this litigation. Based on representations made by opposing counsel, American Airlines' liability carrier, Global Aerospace Insurance Company (hereinafter "Global Aerospace"), has assumed full financial responsibility for defending this litigation. Upon information and belief, Global Aerospace's policy limits are sufficient to cover Plaintiff's damages as alleged.

8. While the sixth *Curtis* factor is inapplicable, the seventh *Curtis* factor examines whether the underlying litigation would prejudice the interests of other creditors or other interested parties. There is simply no indication that the underlying litigation will affect the rights or interests of any other parties. In fact, the lifting of this stay will instead allow Plaintiffs the opportunity to seek damages for the alleged negligence of American Airlines, to the prejudice of no other party.

9. Upon information and belief, there has been no indication that a potential judgment claim in the underlying action would be subject to equitable subordination under Section 510(c), making the eighth *Curtis* factor inapplicable. Further, the ninth *Curtis* factor is similarly inapplicable, because the success of the underlying proceeding will not result in a lien pursuant to Section 522(f).

10. Moving to the tenth *Curtis* factor, it would be in the interest of judicial economy to lift this stay and allow the prosecution of the underlying claim. Further, this would allow an "expeditious and economical determination" of the underlying suit which is undoubtedly in the interests of justice and all parties involved.

11. While the underlying case in the Middle District of Tennessee is at its infancy and has not begun its discovery phase (in consideration of the eleventh Curtis factor), the final and twelfth Curtis factor focuses on the impact of the stay on the parties. This is of great importance, as the Robinsons are eagerly awaiting their opportunity to litigate this matter towards a just and swift resolution. The Robinsons have a meritorious action and seek to expeditiously obtain justice and damages in the underlying case. The Robinsons have a strong probability of prevailing on the merits of its claim against American Airlines. As the underlying state court Complaint indicates, the Robinsons have alleged specific acts of negligence which caused the personal injuries and damages in question. To deny the stay will only create undue hardship, as the Robinsons will not be able to prosecute their District Court action for which there should be sufficient liability coverage.

12. American Airlines has scant to no basis for opposing this motion. They will suffer no prejudice by defending the Robinsons' suit, since American Airlines' defense and any potential damages award are fully insured by Global Aerospace. Additionally, allowing the Robinsons' case to go forward will not jeopardize American Airlines' bankruptcy proceedings, nor its ability to reorganize. Upon information and belief, there will be sufficient insurance proceeds to satisfy any award that Plaintiffs obtain in the pending action, and there will be no prejudice or detriment to either American Airlines or the bankruptcy estate.

13. This Court's modification of the automatic stay would be consistent with decisions in this jurisdiction and several other jurisdictions in which the stay was lifted in order to allow a plaintiff to pursue a tort claim for which there was available liability insurance coverage. Royal Ins. Co. of Am. v. McCrory Corp., 94 CIV. 5734 (SS), 1996 WL

204482 (S.D.N.Y. Apr. 25, 1996)(if a proposed tort action will not burden or otherwise harm the estate or any other participants in the bankruptcy proceeding, the automatic stay should be lifted so that a plaintiff may prosecute their claim against the debtor's insurer); In Re: Donington, Karcher, Salmond, 194 B.R. 750 (D.N.J. 1996) ("Courts often have permitted movants to pursue their state claims against debtors when recovery would be against an insurance company rather than the debtor itself"); In Re: Robertson, 244 B.R. 880 (N.D. Georgia 2000) (Neither bankruptcy estate nor debtor would suffer by permitting movant to prosecute tort action for which liability insurance was available); In Re: Bock Laundry Machine Co., 37 B.R. 564 (N.D. Ohio 1984) (lifting of stay to allow plaintiff creditor to determine liability would not affect the estate).

14. Simply, the policy behind bankruptcy law intends to provide a "fresh start" to the debtor, but not a windfall to third parties such as insurance companies. Royal Ins. Co. of Am. v. McCrory Corp., 94 CIV. 5734 (SS), 1996 WL 204482 (S.D.N.Y. Apr. 25, 1996) *citing* In re Edgeworth, 993 F.2d 51, 53-55 (5th Cir. 1993). An insurance company's contractual obligations should not be disturbed due to their insured's bankruptcy proceeding. See id. "It makes no sense to allow an insurer to escape coverage" merely because insured has invoked protections of bankruptcy law. Edgeworth, supra, at 54; See In re Jet Florida Systems, Inc., 883 F.2d 970, 975 (11th Cir. 1989)("The [policy of bankruptcy law] is not intended to provide a method by which an insurer can escape its obligations based simply on the financial misfortunes of the insured.") Thus, the subject stay should be lifted to allow the state tort action to proceed.

WHEREFORE, Plaintiffs MICHAEL ROBINSON and BARBARA ROBINSON respectfully request that the automatic stay be modified to allow Plaintiffs to proceed with

their pending District Court action against the debtor, American Airlines, only to the extent of American Airlines' available liability insurance proceeds through Global Aerospace Insurance Company.

Dated: New York, New York
March 13, 2012

Respectfully submitted,



Matthew Fernandez Konigsberg (**MK8011**)
Foran Glennon Palandech Ponzi & Rudloff PC
120 Broadway, Suite 1130
New York, NY 10271
(212) 257-7114

Attorneys for Plaintiffs/Movants

Certificate of Service

I hereby certify that on the 13th day of March, 2012, a true copy of the above and foregoing document (Petition for Relief of Automatic Stay) was filed with the Court and served via the Court's electronic filing/noticing system upon the following:

Stephen Karotkin
Attorney for Debtor American Airlines
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

Notice of this filing was sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing. Parties may access this filing through the Court's CM/ECF System.



Matthew Fernandez Konigsberg

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

MICHAEL ROBINSON and, BARBARA ROBINSON)	
)	
Plaintiffs,	)	Case No.
)	
v.	)	JUDGE _____
)	
AMERICAN AIRLINES, INC.	)	MAGISTRATE _____
)	
Defendant.	)	JURY DEMAND
)	

COMPLAINT

Plaintiffs Michael & Barbara Robinson, by and through counsel, hereby state their claims against Defendant as follows:

PARTIES

1. The Plaintiff, Michael Robinson (hereinafter "Mr. Robinson"), is a citizen and resident of Williamson County, Tennessee. Mr. Robinson holds elite status in the American Advantage Platinum program with over 1.42 million miles flown.

2. The Plaintiff, Barbara Robinson (hereinafter "Mrs. Robinson"), is a citizen and resident of Williamson County, Tennessee.

3. The Defendant, American Airlines, Inc., (hereinafter "American Airlines") is incorporated in a state other than Tennessee with its principal place of business in a state other than Tennessee.

SUBJECT MATTER JURISDICTION

4. The parties to this action are citizens of different states, and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.

5. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C.A. §1332.

6. Venue is proper in this Court pursuant to 28 U.S.C.A. §1391.

FACTS

7. Mr. Robinson purchased airline tickets from American Airlines to travel from Nashville, Tennessee to Milwaukee, Wisconsin. Travel took place on December 22, 2010.

8. Mr. Robinson was traveling with his adult special needs adult child who is confined to a wheelchair. Cerebral Palsy keeps his son a quadriplegic. His son remains nonambulatory and needs assistance in transfers from his wheelchair with upper body ability to grasp the person assisting and can bear weight on his legs for safe transfer.

9. Mr. Robinson spoke to American Airlines via the Executive Platinum desk numerous times in advance detail description of the necessary seating arrangements and the transfer logistics to ensure his son's safety and efficiency to make the connection relative to time constraints.

10. Mr. Robinson has done this numerous times while flying with his son. And, the day before and the day of the flights, American Airlines assured him that a team would meet him and assist his son all four segments.

11. On December 22, 2010 Mr. Robinson and his son left Nashville International Airport in the morning assisted by the team American Airlines provided to his son. They assisted his son and sat him the front bulkhead aisle seat and Mr. Robinson sat next to him.

12. After landing in Chicago, on a plane that was late, only 15 minutes was available to get to the gate for the next flight to Milwaukee. Because of his son's need for the American Airline's narrow wheelchair the Robinsons were designated to be the last ones off the plane even though we were up front.

13. Mr. Robinson was transferred into the narrow airline wheelchair and was then brought to transfer to a regular wheelchair for movement to the next gate. At this juncture that the process broke down. His son's legs stuck out of the airlines narrow wheelchair and his feet consequently were not touching the floor of the jetport and Mr. Robinson began to explain to the team American Airlines had dispatched that to transfer his son that he would need to have his feet on the ground with his arms grasping around the shoulders and neck of the assistant.

14. There appeared to be a lack of understanding on the part of those sent by American to assist. Mr. Robinson again reiterated the importance of Michael's feet being planted solidly and suggested moving him in their chair off the jet way to perform the transfer.

15. His son started to register fear and with the straps being undone as he was not safe. The attendants just stood there arms at their side, and with an imminent fall and face plant into the jet way for his son looming, he immediately

reached under his armpits and pulled his son forward so his feet would be able to be bearing weight on the floor to shift him from the airplane chair into his chair.

16. At that point, Mr. Robinson felt sharp pain on the interior part of his elbow joint and actually saw movement that look like some type of dislocation or something. In spite of the pain Mr. Robinson was able to get his son safely into his chair and secure his seat belt then exited the jet way in extreme pain nearly passing out from the shock. He immediately called the American Airlines executive platinum desk explained to them what happened they were very apologetic and wanted him to call 911 to go to the hospital. His bicep had been torn and would require surgery.

17. Mr. Robinson and his wife suffered substantial damages as a direct and proximate cause of the negligence of American Airlines, but not limited to the following: bodily injury; medical expenses, pain and suffering; loss of enjoyment of life, loss of consortium and lost wages. In addition, as a direct and proximate cause of American Airlines, the Robinsons may suffer future damages including but not limited to the following: medical expenses, lost wages, pain and suffering, and loss of enjoyment of life.

18. The incident was a direct and proximate cause of American Airlines negligence, including but not limited to its failure to exercise due care in assisting Mr. Robinson's adult, disabled child.

19. Mrs. Robinson has suffered injuries due to her husband's accident caused by American Airlines. She has been forced to take on chores and other household related jobs that he once performed. And, she has suffered from the

decreased earning of Mr. Robinson. And, the injuries have interfered with their marital relationship. These constitute losses of services and consortium. These injuries to Mrs. Robinson, by way of Mr. Robinson's injuries are permanent.

COUNT I

BREACH OF CONTRACT

20. Plaintiffs reallege and reincorporate Paragraphs 1 through 19 of their Complaint.

21. Mr. Robinson entered into a contract with American Airlines which provided that they would safely transport him from Nashville to Milwaukee, Wisconsin. He entered into that contract in good faith and paid for such transportation. During the flights from Nashville to Milwaukee, Mr. Robinson was injured due. This injury was caused by American Airline's failure to abide by the terms and conditions of their contract and agreement with Mr. Robinson. Since the time of the incident and after, they have not acted in good faith.

COUNT II

General Negligence

22. Plaintiffs reallege and reincorporate Paragraphs 1 through 21 of their Complaint.

23. American Airlines owed Mr. Robinson a duty to protect him and his adult son from harm and personal injuries. They failed to do such which resulted in Mr. Robinson's injuries.

24. American Airlines breached its duty insure and protect Mr. Robinson from harms that were preventable with reasonable precautions.

25. American Airlines breached its duty to Mr. Robinson in part by hiring and obtaining personnel who were not trained, were negligent, or who intentionally disregarded the safety of Mr. Robinson's son and Mr. Robinson which resulted in personal injuries to Mr. Robinson.

26. Each of the breaches of duty alleged in Paragraphs 15 through 18 above, and all of the breaches collectively, were the actual cause and proximate cause of Mr. Robinson's damages, as set forth in Paragraph 9 of this Complaint.

COUNT III

Loss of Consortium

27. Plaintiffs reallege and reincorporate Paragraphs 1 through 26 of their Complaint.

28. Mrs. Robinson is entitled to damages for loss of services and consortium. Mrs. Robinson has suffered damages as a result of the damages suffered by her husband. This claim of Mrs. Robinson is separate and independent of Mr. Robinson and can stand on its own if damages are proven against the Defendant.

WHEREFORE, Plaintiffs respectfully request:

1. That this Court enter judgment for Plaintiffs and against Defendant for all available compensatory (including but not limited to lost earnings, past and future

pain and suffering, permanent impairment, and past and future medical bills) and punitive damages in an amount to be proven at trial but not less than \$75,000 for each category of damages for each party;

2. That this Court award Plaintiffs such other and further relief as to which they are entitled;

3. That jury hear this case; and

4. That this Court tax all costs against the Defendant.

Respectfully submitted,

s/ William B. Hawkins III
Kenneth R. Jones, Jr. (BPR #7278)
William B. Hawkins III (BPR #20117)

Jones Hawkins & Farmer, PLC
150 Fourth Avenue North, Suite 1820
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(615) 726-0050 (phone)
(615) 726-5177 (fax)
kjones@joneshawkinsfarmer.com
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Counsel for Michael and Barbara Robinson

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

MICHAEL ROBINSON and, BARBARA ROBINSON)	
	)	Case No. 3 11 1196
)	
Plaintiffs,	)	JUDGE NIXON
)	
v.	)	MAGISTRATE GRIFFIN
)	
AMERICAN AIRLINES, INC.	)	JURY DEMAND
)	
Defendant.)	

NOTICE OF APPEARANCE

To: Clerk of Court and All Parties of Record:

E. Steele Clayton, IV and Gene L. Humphreys of the law firm of Bass, Berry & Sims PLC, hereby enter their appearance as counsel of record for Defendant, American Airlines, Inc., and submit that they are admitted and authorized to practice in this Court.

Respectfully submitted,

s/ Gene L. Humphreys

E. Steele Clayton, IV (BPR No. 017298)

Gene L. Humphreys (BPR No. 021807)

Bass, Berry & Sims PLC

150 Third Avenue South, Suite 2800

Nashville, TN 37201

(615) 742-6200 (o)

(615) 742-6293 (f)

sclayton@bassberry.com

ghumphreys@bassberry.com

Attorneys for American Airlines, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served by either the Middle District of Tennessee's CM/ECF system or by United States mail, first-class postage prepaid, upon the following:

Kenneth R. Jones, Jr.
William B. Hawkins III
Jones Hawkins & Farmer, PLC
150 Fourth Avenue North, Suite 1820
Nashville, TN 37219

on this 10th day of January, 2012.

s/ Gene L. Humphreys

10423622.1

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

MICHAEL ROBINSON and, BARBARA ROBINSON)	
)	Case No. 3 11 1196
)	
Plaintiffs,)	JUDGE NIXON
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AMERICAN AIRLINES, INC.)	JURY DEMAND
)	
Defendant.)	

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Respectfully submitted,

s/ E. Steele Clayton, IV

E. Steele Clayton, IV (BPR No. 017298)

Gene L. Humphreys (BPR No. 021807)

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Attorneys for American Airlines, Inc.

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Kenneth R. Jones, Jr.
William B. Hawkins III
Jones Hawkins & Farmer, PLC
150 Fourth Avenue North, Suite 1820
Nashville, TN 37219

on this 10th day of January, 2012.

s/ Gene L. Humphreys

10423622.1

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

MICHAEL ROBINSON and, BARBARA ROBINSON)	
	)	Case No. 3 11 1196
)	
Plaintiffs,	)	JUDGE NIXON
)	
v.	)	MAGISTRATE GRIFFIN
)	
AMERICAN AIRLINES, INC.	)	JURY DEMAND
)	
Defendant.)	

NOTICE OF SUGGESTION OF BANKRUPTCY

PLEASE TAKE NOTICE that on November 29, 2011 (the “**Commencement Date**”), AMR Corporation, American Airlines, Inc., American Eagle Airlines, Inc., Executive Airlines, Inc., and certain of their subsidiaries and affiliates (collectively, the “**Debtors**”) filed voluntary petitions seeking bankruptcy protection under chapter 11 of title 11 of the United States Code (11 U.S.C. § 101 *et seq.*) (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The bankruptcy cases are being jointly administered under Chapter 11 Case No. 11-15463 (SHL) (the “**Bankruptcy Cases**”). A copy of American Airlines, Inc.’s chapter 11 petition is attached as **Exhibit A**.

PLEASE BE ADVISED that pursuant to section 362(a) of the Bankruptcy Code (the “**Automatic Stay**”), the filing of a bankruptcy petition “operates as a stay, applicable to all entities,” of “the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under [the Bankruptcy

Code], or to recover a claim against the debtor that arose before the commencement of the [bankruptcy] case” and of “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate.” 11 U.S.C. §§ 362(a)(1) & 362(a)(3).

PLEASE BE FURTHER ADVISED that any action taken against the Debtors without obtaining relief from the Automatic Stay from the Bankruptcy Court may be void and may result in a finding of contempt for violation of the Automatic Stay. The Debtors reserve and retain their statutory right to seek relief in the Bankruptcy Court from any judgment, order, or ruling entered in violation of the Automatic Stay.

If the Court or any parties have questions about the Bankruptcy Cases or this notice, bankruptcy counsel for the Debtors can be contacted as follows:

Stephen A. Youngman
WEIL, GOTSHAL & MANGES LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Telephone: (214) 746-7700
Fax: (214) 746-7777

Dated: January 9, 2012

By: s/ Gene L. Humphreys
Gene L. Humphreys
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Fax: (615) 742-0404
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EXHIBIT C

United States Bankruptcy Court
Southern District of New York

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 11 of the United States Bankruptcy Code, entered on 11/29/2011 at 07:02 AM and filed on 11/29/2011.

American Airlines, Inc.
4333 Amon Carter Boulevard
MD5675
Fort Worth, TX 76155
Tax ID / EIN: 13-1502798
aka American Airlines



The case was filed by the debtor's attorney:

Stephen Karotkin
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
(212) 310-8350

The case was assigned case number 11-15464-shl to Judge Sean H. Lane.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://ecf.nysb.uscourts.gov> or at the Clerk's Office, One Bowling Green, New York, NY 10004-1408.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Vito Genna
Clerk, U.S. Bankruptcy
Court