

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

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

NOTICE OF WITHDRAWAL OF MOTION

To the Clerk of this Court and all parties of record:

The Petition for Relief from Automatic Stay filed by Plaintiffs MICHAEL ROBINSON and BARBARA ROBINSON (“Plaintiffs”) dated March 13, 2012 is now withdrawn. The matter has been resolved by stipulation dated and filed April 4, 2012 (Doc 2167 under case no. 11-15463 (SHL)), a copy is annexed hereto as Exhibit “A.”

Further, the Notice of Hearing filed by Plaintiffs on March 13, 2012 regarding the above motion is also withdrawn for the reasons stated above. No appearance is necessary on the scheduled date of April 25, 2012 in the courtroom of the Honorable Sean H. Lane.

Dated: New York, New York
April 5, 2012

Foran Glennon Palandech Ponzi & Rudloff PC

By: 
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Certificate of Service

I hereby certify that on the 5th day of April, 2012, a true copy of the above and foregoing document (Notice of Withdrawal of Motion) 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

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
: **Chapter 11 Case No.**
: **11-15463 (SHL)**
: **(Jointly Administered)**
: **Debtors.**
: **AMR CORPORATION, et al.,**
: **In re**
-----X

**NOTICE OF ENTRY INTO AGREEMENT BETWEEN
THE DEBTORS AND MICHAEL AND BARBARA ROBINSON
TO MODIFY THE AUTOMATIC STAY FOR A LIMITED PURPOSE**

PLEASE TAKE NOTICE that, in accordance with the Court's Order Pursuant to 11 U.S.C. § 362(d)(1) Modifying the Automatic Stay as to Certain Claims for a Limited Purpose and Subject to Certain Conditions, entered January 30, 2012 (ECF No. 908) (the "Order"), AMR Corporation and certain of its subsidiaries, as debtors and debtors in possession (collectively, the "Debtors"), and Michael and Barbara Robinson have entered into the annexed agreement, dated April 4, 2012 (the "Agreement") modifying the automatic stay for a limited purpose as set forth in the Agreement.

PLEASE TAKE FURTHER NOTICE that pursuant to the Order, subject to the terms and conditions set forth in the Order, the Agreement is effective immediately upon filing of this Notice, without any further order of the Court.

Dated: New York, New York
April 4, 2012

/s/ Stephen A. Youngman

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**UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK**

-----X		
	:	
In re	:	Chapter 11 Case No.
	:	
AMR CORPORATION, et al.,	:	11-15463 (SHL)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**AGREEMENT BETWEEN
 THE DEBTORS AND MICHAEL AND BARBARA ROBINSON
TO MODIFY THE AUTOMATIC STAY FOR A LIMITED PURPOSE**

This agreement (the “**Agreement**”) is entered into between AMR Corporation and certain of its subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) and Michael and Barbara Robinson (the “**Claimants**,” and together with the Debtors, the “**Parties**”).

RECITALS:

1. On November 29, 2011 (the “**Commencement Date**”), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11, United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their business and

manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

3. The Claimants are party to the following litigation against the Debtors: *Michael Robinson and Barbara Robinson v. American Airlines, Inc.*, Case No. 3-11-1196, currently pending in the United States District Court for the Middle District of Tennessee (the "**Proceeding**").

4. The Injury & Damage Claims¹ that are the subject of the Proceeding are covered in full or in part by available and collectible insurance coverage. The Claimants have requested that the Debtors agree to modify the automatic stay pursuant to section 362(d)(1) of the Bankruptcy Code to allow the Claimants to prosecute their Injury & Damage Claims solely to the extent of Available and Collectible Coverage.

5. The Debtors have agreed to modify the automatic stay with respect to the Injury & Damage Claims solely on the Terms and Conditions set forth in the Order Pursuant to 11 U.S.C. § 362(d)(1) Modifying the Automatic Stay as to Certain Claims for a Limited Purpose and Subject to Certain Conditions, entered by the Court on January 30, 2012 (the "**Order**") (ECF No. 908).

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Order (defined herein).

AGREEMENT:

6. The Parties agree that the automatic stay shall be modified solely to the extent provided in the Order.

7. The Claimants agree to the following terms and conditions:

- (a) The Claimants may only seek to recover any liquidated final judgment or settlement or be paid, as applicable, with respect to the Injury & Damage Claims solely from the available and collectible insurance coverage, if any, available under one or more of the Insurance Policies that cover the Injury & Damage Claims (the “**Available and Collectible Coverage**”);
- (b) The automatic stay shall not be modified to permit the Claimants to attempt to recover from any party for intentional conduct or punitive damages;
- (c) Any final judgment or settlement obtained by the Claimants shall be reduced by (i) the amount of any applicable deductible or self-insured retention under the applicable Insurance Policy, and (ii) any share of liability under the applicable Insurance Policy of any insolvent insurer or co-insurer; *provided, however*, that no reduction in a final judgment or settlement obtained by the Claimants on account of an insurer’s or co-insurer’s insolvency pursuant to this Paragraph 7(c)(ii) shall in any way reduce or increase or otherwise affect the liability under the applicable Insurance Policy of any other insurer or co-insurer; and *provided further*, that the Claimants shall reserve all rights to pursue any such insolvent insurer or co-insurer, whether in such insurer’s or co-insurer’s insolvency proceeding, from any applicable guaranty fund, or otherwise; and
- (d) The Claimants shall proceed solely against the Available and Collectible Coverage and the automatic stay shall *not* be modified with respect to any deductible or self-insured retention, and the Claimants, or the Insurance Carrier, as applicable, shall comply with all deadlines for asserting a general unsecured claim.

8. Nothing in this Agreement shall be construed as an agreement by the Debtors to provide assistance to or to cooperate with the Claimants in any way in the Claimants' efforts to prosecute their Injury & Damage Claims or to recover from the Available and Collectible Coverage.

9. Nothing in this Agreement shall be deemed or construed to impact, impair, affect, determine, release, waive, modify, limit, or expand: (i) the terms and conditions of any Insurance Policies; or (ii) any rights, remedies, defenses to coverage, and other defenses of any Insurance Carrier under or for any Insurance Policies (including the right of any Insurance Carrier to disclaim coverage), nor otherwise alter any Insurance Carrier's existing indemnity payment obligations. Furthermore, nothing in this Motion shall affect the existing obligations of any Insurance Carrier to pay defense fees or expenses or the existing arrangements for the payment thereof.

10. This Agreement may not be modified, amended, or vacated other than by a signed writing executed by the Parties and approved by order of the Court.

11. Each person who executes this Agreement on behalf of a Party hereto represents that he or she is duly authorized to execute this Agreement on behalf of such Party.

12. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

13. The Parties hereby irrevocably and unconditionally agree that the Court shall retain exclusive jurisdiction to interpret, implement, and enforce the provisions of this Agreement.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Evidence of execution of this Agreement may be exchanged by fax or by electronic transmission of a scanned copy of the signature pages or by exchange of an originally signed document, each of which shall be as fully binding on the party as a signed original.

15. Pursuant to the Order, this Agreement shall be effective upon execution by all the Parties and a filing of a notice of this Agreement with the Court, without any further order of the Court.

Dated: New York, New York
April 4, 2012

By: /s/ Stephen A. Youngman

By: /s/ Matthew Fernandez Konigsberg

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