

SO ORDERED: July 06, 2009.



A handwritten signature in black ink that reads "Basil H. Lorch III".

Basil H. Lorch III
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In re:)	Chapter 11
)	
ATA Holdings Corp., et al. ¹ ,)	Case No. 04-19866
)	(Jointly Administered)
Debtors.)	

**ORDER ON REORGANIZED DEBTORS' OBJECTION TO THE CLAIMS
OF US AIRWAYS, INC. AND NOTICE OF RESPONSE DEADLINE AND HEARING
(Claim Nos. 2211 and 2212)**

This matter is before the Court upon Reorganized Debtors' Objection To The Claims Of US Airways, Inc. And Notice Of Response Deadline And Hearing (Claim Nos. 2211 and 2212) (docket #4266) ("Objection")². The Court finds that (i) it has jurisdiction over the matters raised in the Objection pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Objection is in the

¹ The Debtors are the following entities: ATA Holdings Corp. (04-19866), ATA Airlines, Inc. (04-19868), Ambassadors Travel Club, Inc. (04-19869), ATA Leisure Corp. (04-19870), Amber Travel, Inc. (04-19871), American Trans Air Execujet, Inc. (04-19872), ATA Cargo, Inc. (04-19873), and Chicago Express Airlines, Inc. (04-19874).

² Certain terms not otherwise defined herein shall have the meaning ascribed to such terms in the Objection.

best interests of the Debtor, its estates and its creditors; (iv) proper and adequate notice of the Objection and the hearing thereon has been given and that no further notice is necessary; (v) the Limited Response Of US Airways, Inc. To Reorganized Debtors' Objection To The Claims Of US Airways, Inc. And Notice Of Response Deadline And Hearing ("Response") (docket #4396) was filed to the Objection; (vi) the parties having reported to the Court at the hearing on November 16, 2006 that they reached agreement to expunge claims 2211 and 2212 (a copy of the Settlement Agreement And Release Of Claims is attached hereto as Exhibit A); and (vii) good and sufficient cause exists for the granting of the relief provided herein after having given due deliberation upon the Objection and all of the proceedings had before the Court in connection with the Objection. Therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Claims 2211 and 2212 are expunged and disallowed in their entirety.

###

Requested by:

Terry E. Hall (#22041-49)
300 North Meridian Street, Suite 2700
Indianapolis, Indiana 46204
Telephone: (317) 237-0300
Facsimile: (317) 237-1000
terry.hall@bakerd.com

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (this "**Agreement**") is executed as of the 27th day of November, 2006 (the "**Effective Date**"), by US AIRWAYS, INC., a Delaware corporation ("**US Air**"), and ATA AIRLINES, INC., an Indiana corporation ("**ATA**"). US Air and ATA are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**."

Recitals

A. On October 26, 2004, ATA filed with the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division, its voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq.

B. US Air filed proofs of claim numbered 1137, 1140, 2211, 2212 and 2281 against ATA or its parent, ATA Holdings Corp. ("**Holdings**"), in the bankruptcy cases of ATA and Holdings (collectively, the "**Proofs of Claim**").

E. The Parties enter into this Agreement to fully resolve any and all claims set forth in or related in any way to the Proofs of Claim (the "**Claims**").

Agreement

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants contained in this Agreement and the acts performed and to be performed hereunder, the Parties mutually agree as follows:

1. Settlement Terms. As full settlement of the Claims, and specifically for the release set forth in Section 2 of this Agreement, claim number 1137 shall be allowed as an unsecured non-priority class 7 convenience class claim in the amount of \$272,751.44 (the "**Allowed US Air Claim**"). The Allowed US Air Claim shall be satisfied as provided in ATA's confirmed plan of reorganization. The remainder of the Proofs of Claim (numbered 1140, 2211, 2212 and 2281) shall be expunged and disallowed in their entirety.

2. Release/Waiver.

(a) US AIR HEREBY RELEASES AND FOREVER DISCHARGES ATA, HOLDINGS, NEW ATA HOLDINGS, INC., NEW ATA INVESTMENT, INC. AND NEW ATA ACQUISITION, INC., AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "**DEBTOR RELEASED PARTIES**") OF AND FROM ALL CLAIMS AND CAUSES OF ACTION, EXCEPTING ONLY THE ALLOWED US AIR CLAIM, NOW EXISTING OR HEREAFTER ARISING, WHICH US AIR AND ITS SUCCESSORS AND ASSIGNS HAVE ASSERTED, INITIATED OR CLAIMED OR MIGHT NOW OR HEREAFTER ASSERT OR CLAIM AGAINST THE DEBTOR RELEASED PARTIES OR ANY OF THEM, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF, SOUGHT IN, RELATED TO OR IN ANY WAY CONNECTED WITH OR BASED UPON ALL OR ANY OF THE PROOFS OF CLAIM.

(b) The foregoing release is not to be construed as or deemed an acknowledgment or admission by ATA of liability for any matter or as a precedent upon which any liability may be asserted.

3. Representations and Warranties of US Air. US Air represents and warrants to ATA that: (a) the execution, delivery and performance of this Agreement by US Air has been duly authorized by all necessary corporate action; and (b) this Agreement is the legal, valid and binding obligation of US Air and is enforceable against US Air in accordance with its terms.

4. Representations and Warranties of ATA. ATA represents and warrants to US Air that: (a) the execution, delivery and performance of this Agreement by ATA has been duly authorized by all necessary corporate action; (b) this Agreement, is the legal, valid and binding obligation of ATA and enforceable against ATA in accordance with its terms; and (c) ATA has not reversed the payment made by ATA to US Air in January, 2006 on Invoice #10-03698-2005 through the Airlines Clearing House.

5. Miscellaneous.

(a) This Agreement is the result of negotiations between the Parties, and no Party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. The Parties warrant that no promises or inducements for this Agreement have been made except as set forth herein. This Agreement contains the entire agreement between the Parties with respect to the matters covered hereby, and the terms hereof are contractual and not mere recitals, and supersedes and merges all prior and contemporaneous agreements and discussions between the Parties. This Agreement may not be changed in any way, except by an instrument in writing signed by all of the Parties.

(b) The Parties acknowledge that this Agreement constitutes the compromise and settlement of all of the Claims. The Parties expressly understand and agree that this Agreement is being entered into solely for the purpose of resolving the Claims without the necessity of litigation and the costs and delays attendant thereto.

(c) All of the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. The terms and conditions of this Agreement and the Parties' obligations hereunder shall be construed under and be governed by the internal laws of the State of Indiana, without regard to principles of choice of law.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

Date.

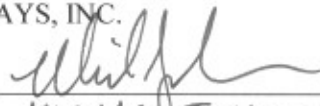
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective

US AIRWAYS, INC.

By:

Name:

Title:



MICHAEL J. MINERVA

VP & DEPUTY GENERAL COUNSEL

("US Air")

ATA AIRLINES, INC.

By:

Name:

Title:

("ATA")