



A handwritten signature in black ink, reading "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: MICHAEL J. MINERVA
Title: VP & DEPUTY GENERAL COUNSEL

("US Air")

ATA AIRLINES, INC.

By: _____
Name: _____
Title: _____

("ATA")

CERTIFICATE OF NOTICE

District/off: 0756-1
Case: 04-19866

User: kwu
Form ID: pdfOrder

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Total Noticed: 123

Date Rcvd: Jul 06, 2009

The following entities were noticed by first class mail on Jul 08, 2009.

db ATA Cargo, Inc., 7337 W. Washington St., Indianapolis, IN 46231-1328
db ATA Holdings Corp., 7337 W Washington St., Indianapolis, IN 46231-1328
db ATA Leisure Corp., 7337 W. Washington St., Indianapolis, IN 46231-1328
db Ambassador Travel Club, Inc., 7337 W. Washington St., Indianapolis, IN 46231-1328
db Amber Travel, Inc., 7337 W. Washington St., Indianapolis, IN 46231-1328
db American Trans Air Execujet, Inc., 7337 W. Washington St., Indianapolis, IN 46231-1328
db Chicago Express Airlines, Inc., 7337 W. Washington St., Indianapolis, IN 46231-1328
aty +Aaron L Hammer, Freeborn & Peters LLP, 311 S Wacker Dr Ste 3000, Chicago, IL 60606-6679
aty +Adam D. Marshall, Berger Singerman, PA, 350 E. Las Olas Blvd, Ste 1000,
Fort Lauderdale, FL 33301-4215
aty +Adrienne Go, Deputy City Attorney, P.O. Box 8097, San Francisco, CA 94128-8097
aty +Alan H. Martin, Sheppard, Mullin, Richter & Hampton LLP, 650 Town Center Drive, 4th Flr,
Costa Mesa, CA 92626-1993
aty +Alexander D. Marks, Burke, Warren MacKay & Serritella, PC, 330 N. Wabash Ave, 22nd Flr,
Chicago, IL 60611-3586
aty +Andrew A. Muchoney, Coston & Rademacher, 407 S Dearborn, Ste 600, Chicago, IL 60605-1115
aty +Anthony Marino, 100 Oakview Drive, Trumbull, CT 06611-4724
aty +Aryeh D. Schwartz, Cheifetz Iannitelli Marcolini, PC, 1850 North Central Avenue,
Phoenix, AZ 85004-4527
aty +Ayala A. Hassell, Office of the General Counsel, 5400 Legacy Drive, MS: H3-3A-05,
Plano, TX 75024-3105
aty +Ben T. Caughey, Ice Miller LLP, One American Square, Suite 3100,
Indianapolis, IN 46282-0033
aty +Carli D. Fish, 222 South Riverside Plaza, Ste 1500, Chicago, IL 60606-6000
aty +Daniel T. Powers, P.O. Box 8321, Savannah, GA 31412-8321
aty David D. Cleary, McDermott Will & Emery, LLP, West Monroe Street, Chicago, IL 60606
aty +David J. Karnes, 324 West Jackson St., Muncie, IN 47305-1625
aty +David Rosenberg, Todd & Levi, LLP, 444 Madison Ave, New York, NY 10022-6903
aty +David W. Lampl, Leech Tishman Fuscaldto & Lampl, LLC, Citizens Bank Building, 30th Flr,
525 William Penn Place, Pittsburgh, PA 15219-1707
aty +Debra Solle Healy, Buchalter Nemer Fields & Younger, 18400 Von Karman Ave, Ste 800,
Irvine, CA 92612-0514
aty +Dennis F. Dunne, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza,
New York, NY 10005-1401
aty Dennis Martini, Detroit Metro Wayne County Airport, L C Smith Terminal - Mezzanine,
Detroit, MI 48242
aty +Diane D. Malfeld, Dorsey & Whitney LLP, 50 South Sixth Street, Ste 1500,
Minneapolis, MN 55402-1553
aty +Diane M. Pezanoski, City of Chicago, Dept of Law, 30 North LaSalle Street, Rm 900,
Chicago, IL 60602-3541
aty +Douglas J. Lipke, Vedder Price Kauffman & Kammholz, PC, 222 North LaSalle Street, Ste 2600,
Chicago, IL 60601-1100
aty +Douglas Warren Patterson, Law Office of Douglas Patterson, 2221 W Franklin St,
Evansville, IN 47712-5116
aty +Edward B. Hopper, II, Tucker Hester, LLC, 429 N. Pennsylvania Street #100,
Indianapolis, IN 46204-1873
aty +Elaine Z. Cole, New York State Dept of Taxation and Fin., 340 E. Main St.,
Rochester, NY 14604-2108
aty +Elizabeth Banda, Perdue Brandon Fielder Collins & Mott, 4025 Woodland Park Blvd #300,
Arlington, TX 76013-4398
aty +Eric A. Schaffer, Reed Smith LLP, 435 Sixth Avenue, Pittsburgh, PA 15219-1808
aty +Eric Prezant, Vedder Price Kaufman & Kammholz, PC, 222 North LaSalle Street, Ste 2600,
Chicago, IL 60601-1100
aty +Erron H. Fisher, John T. Moran & Associates, 309 West Washington Street, Ste 900,
Chicago, IL 60606-3209
aty +Esther Tryban Telser, City of Chicago, Dept of Law, 30 North LaSalle St, Room 900,
Chicago, IL 60602-3541
aty Eugene J. Kottenstette, Jr., 201 West Colfax Ave, Dept 1207, Denver, CO 80202-5332
aty +Ezra I. Bialik, 225 Park Avenue South - 13th Flr, New York, NY 10003-1604
aty +Gary Lynn Hostetler, Hostetler & Kowalik, P.C., 101 W Ohio St Ste 2100,
Indianapolis, IN 46204-4211
aty +George Diamantopoulos, Seham, Seham, Meltz & Petersen, LLP, 445 Hamilton Avenue, Ste 1204,
White Plains, NY 10601-1833
aty +Grant Levy, International Lease Finance Corporation, 10250 Constellation Blvd, 34th Flr,
Los Angeles, CA 90067-6234
aty +Gregory G. Hesse, 1445 Ross Ave, Ste 3200, Dallas, TX 75202-2785
aty +Gregory J. Mascitti, Nixon Peabody LLP, 1300 Clinton Square, Rochester, NY 14604-1707
aty +Gregory L. Taddonio, Reed Smith, LLP, 435 Sixth Avenue, Pittsburgh, PA 15219-1808
aty +Harold A. Olsen, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, NY 10038-4982
aty Harvey A. Strickon, Pual Hastings Janofsky & Walker LLP, 75 East 55th Street,
New York, NY 10022-3205
aty +Hugh R. Coffin, Singer & Coffin, APC, 30 Corporate Park, Ste 300, Irvine, CA 92606-5133
aty +J. Brian Fletcher, Jessop & Company, PC, 303 East 17th Ave, Ste 930, Denver, CO 80203-1262
aty +J. Patrick Donovan, City of Chicago, Dept of Law, 30 North LaSalle St, RM 900,
Chicago, IL 60602-3541
aty +J. Thomas Chute, Goldberg, Weisman & Cairo, One E Wacker Dr, Suite 3400,
Chicago, IL 60601-2001
aty +Jack E Robinson, NatTel, LLC, 2187 Atlantic Street, Stamford, CT 06902-6880
aty James C. Carignan, Pepper Hamilton, LLP, 1313 Market St., P.O. Box 1709,
Wilmington, DE 19899-1709
aty +James D. Newbold, Asst Attorney General, State of Ill., 100 W Randolph Street,
Chicago, IL 60601-3271
aty +James E. Coston, Coston & Lichtman, 407 S. Dearborn, Ste 600, Chicago, IL 60605-1115

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aty +Jay A. Selcov, 225 Park Avenue South - 13th Flr, New York, NY 10003-1604
aty +Jeannette Eisan Hinshaw, Office of the U.S. Trustee, 101 W. Ohio St., Suite 1000,
Indianapolis, IN 46204-1982
aty +Jeffrey K. Milton, Milbank, Tweed, Hadley & McCloy, LLP, 1 Chase Manhattan Plaza,
New York, NY 10005-1401
aty +Jeffrey L. Gansberg, Wildman, Harrold, Allen & Dixon LLP, 225 West Wacker Drive, Ste 3000,
Chicago, IL 60606-3007
aty Jeffrey M. Sullivan, Foley & Lardner, LLP, 3000 K St NW Ste 500, Washington, DC 20007-5143
aty +John F. Isbell, 191 Peachtree St, Ste 4900, Atlanta, GA 30303-1762
aty +John M Murray, Murray, Morin & Herman PA, 101 E Kennedy Blvd Ste 1810,
Tampa, FL 33602-5148
aty +John Thomas Moran, Jr., John T. Moran & Associates, 309 West Washington, Ste 900,
Chicago, IL 60606-3209
aty +Jon Yard Amason, Vedder Pric Kaufman & Kammholz, PC, 805 Third Ave, New York, NY 10022-7513
aty Jonathan W. Young, Wildman, Harrold, Allen & Dixon, 225 Wet Wacker Drive, Ste 3000,
Chicago, IL 60606
aty +Jordi Guso, Berger Singerman, PA, 200 South Biscayne Blvd, Ste 100, Miami, FL 33131-2368
aty Jorge Farnandez-Reboredo, Rivera & Fernandez-Reboredo, P.O. Box 360764,
San Juan, Puerto Rico, 00936-0764, PUERT
aty +Karen L. Fortin, 175 Ammon Street, Manchester, NH 03103-3311
aty +Keith H. Wofford, 101 Park Avenue, New York, NY 10178-0002
aty +Lee Marable, Airport Legal Services, 8500 Pena Blvd, Ste 9810, Denver, CO 80249-6205
aty +Louise K.Y. Ing, Alston Hunt Floyd & Ing, 1001 Bishop St 18th Fl,
American Savings Bank Tower, Honolulu, HI 96813-3689
aty +Lynne B. Xerras, Holland & Knoght LLP, 10 St. James Avenue, Boston, MA 02116-3889
aty +Mark A. Schneider, Houck Hamilton & Anderson, PA, 200 S. Biscayne Blvd, Ste 300,
Miami, FL 33131-5308
aty +Mark T. Flewelling, Anglin, Flewelling, Rasmussen, 199 South Los Robles Ave, Ste 600,
Pasadena, CA 91101-2459
aty +Marvin F. Dubin, Dubin & Sommerstein, LLP, 600 Rand Building, Buffalo, NY 14203-1906
aty +Mary J. Dowd, 1050 Connecticut Ave, Washington, DC 20036-5303
aty +Michael A. Zas, 315 Court Street, 6th Flr, Clearwater, FL 33756-5165
aty +Michael C. Adley, One Indiana Sq, Ste 1400, Indianapolis, IN 46204-2058
aty +Michael E. Beck, Murray, Marin & Herman, P.A., 101 E. Kennedy Boulevard, Suite 1810,
Tampa, FL 33602-5148
aty +Michelle A. Levitt, 70 Pine Street, 31st Flr, New York, NY 10270-0002
aty +Milton H. Pachter, 225 Park Avenue South - 13th Flr, New York, NY 10003-1604
aty +Orenstein & Associates, PC, 325 N. St. Paul Street, Ste 2340, Dallas, TX 75201-3892
aty +Randall G. Reese, Skadden, Arps, Slate, Meagher & Flom, LL, 333 West Wacker Drive,
Suite 2100, Chicago, IL 60606-1226
aty +Rebecca K. Cheney, City of Charlotte, Charlotte/Douglas International Airport,
P.O. Box 19066, Charlotte, NC 28219-9066
aty +Rhonda S. VanLowe, Rolls-Royce North America, Inc., 14850 Conference Center Dr, Ste 100,
Chantilly, VA 20151-3844
aty +Richard S. Lauter, Levenfeld Pearlstein, LLC, 2 North LaSalle Street, Ste 1300,
Chicago, IL 60602-3709
aty +Risa M. Rosenberg, Milbank, Tweed, Hadley & McCloy, LLP, 1 Chase Manhattan Plaza,
New York, NY 10005-1401
aty +Robert D. Albergotti, Haynes & Boone, LLP, 901 Main Street, Ste 3100, Dallas, TX 75202-3732
aty Robert F. Rubin, 2730 Wilshire Blvd, Ste 425, Santa Monica, CA 90403-4747
aty +Rosa R. Orenstein, 325 N. St. Paul Street, Ste 2340, Dallas, TX 75201-3892
aty +Samuel S. Kohn, King & Spalding, LLP, 1185 Avenue of the Americas, New York, NY 10036-2686
aty Sandra Perkins, Dallas/Fort Worth International Airport, Legal Dept, P.O. Box 619428,
DFW Airport, TX 75261-9428
aty +Sonia Chae, Securities and Exchange Commission, 175 West Jackson Blvd, Ste 900,
Chicago, IL 60604-2615
aty +Steven J. Heim, Dorsey & Whitney LLP, 50 South Sixth Street, Ste 1500,
Minneapolis, MN 55402-1553
aty Steven M. Hedberg, Perkins Coie LLP, 1120 NW Couch Street, 10th Flr,
Portland, OR 97209-4128
aty +Susan M. Freeman, Lewis & Roca, LLP, 40 North Central Ave., Phoenix, AZ 85004-4446
aty +Susan R. Fuertes, 14910 Aldine-Westfield Road, Houston, TX 77032-3028
aty +Terry John Malik, Winston & Strawn LLP, 35 West Wacker Drive, Chicago, IL 60601-1695
aty +Whitman H. Brisky, Mauck & Baker, LLC, 1 N. LaSalle St., Ste 2001, Chicago, IL 60602-3923
aty +Wilbur F. Foster, Milbank, Tweed, Hadley & McCloy, LLP, 1 Chase Manhattan Plaza,
New York, NY 10005-1401
aty +William C. Price, Leech Tishman Fuscaldo & Lampl, LLC, Citizens Bank Building, 30th Flr,
525 William Penn Place, Pittsburgh, PA 15219-1707
aty +++ZACHARY MOSNER, 901 5TH AVE STE 2000, SEATTLE WA 98164-2076
(address filed with court: Zachary Mosner, 900 Fourth Ave, Ste 2000, Seattle, WA 98164-1012)
cr American Express Travel Related Svcs Co Inc Corp C, c/o Becket & Lee, P.O. Box 3001,
Malvern, PA 19355-0701
dbatty Baker & Daniels, Baker & Daniels, 300 N. Meridian St, Ste 2700,
Indianapolis, IN 46204-1782
cr +Brant Warner, 8644 Scarsdale Dr, Las Vegas, NV 89117-5841
cr Georgia Department of Revenue, c/o Oscar B. Fears, III, State Law Department,
40 Capitol Square SW, Atlanta, Ga 30334-1300
ccatty +Greenebaum Doll & McDonald PLLC, 3500 National City Tower, 101 South Fifth Street,
Louisville, KY 40202-3157
consult +Huron Consulting Services LLC, 1301 Avenue of the Americas, New York, NY 10019-6022
cr IKON Financial Services, Attn: Jeff hall, Bankruptcy Administration,
1738 Bass Rd, P.O. Box 13708, Macon, GA 31208-3708
cr +InternetAd, Inc., Locke Reynolds LLP, 201 N. Illinois Street, Suite 1000,
Indianapolis, IN 46204-4210

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op +Julie A Manning, Shipman & Goodwin LLP, One Constitution Plaza, Hartford, CT 06103-1919
cr +Michigan Department of Labor & Economic Growth One, 3030 W. Grand Blvd., Suite 9-600,
Detroit, MI 48202-6030
cr +Office of Unemployment Compensation Tax Services,, Attn: Sharon L. Royer,
1171 S Cameron St, RM 312, Harrisbury, PA 17104-2510
cr +Peggy S. Fogle, 1913 Windemere Drive, Greencastle, In 46135-9213
dbatty +Ponader & Associates, LLP, 5421 North Meridian Street, Indianapolis, IN 46208
op +Richard S. Lauter, Levenfield Pearlstein LLC, 2 North LaSalle Street, Suite 1300,
Chicago, IL 60602-3709
cr +SBN, Inc. d/b/a Corporate Wings, c/o Robert L. Konopinski, 205 W. Jefferson Blvd.,
Suite 605, South Bend, IN 46601-1814
cr +The Cradle Company, II, Inc., Attn: 02850001-0006, 100 North Center Street,
Newton Falls, OH 44444-1380
cr +Time Warner Telecom, Inc., Linda Boyle, 10475 Park Meadows Dr, #400,
Littleton, CO 80124-5454
5613984 Us Airways, Us Airways Building, 3rd Floor -ridc Park West, 2000 Commerce Dr # 1,
Pittsburgh, PA 15275-1016

The following entities were noticed by electronic transmission on Jul 07, 2009.

aty +E-mail/Text: rengel@armstrongteasdale.com Richard W. Engel, Jr.,
One Metropolitan Square, Ste 2600, St. Louis, MO 63102-2793
ccatty +E-mail/Text: bussey@lytlesoule.com Lytle Soule & Curlee,
119 North Robinson, Suite 1200, Oklahoma City, OK 73102-4600
cr E-mail/PDF: rmscedi@recoverycorp.com Jul 07 2009 02:12:21
Recovery Management Systems Corporation, 25 S.E. Second Avenue, Suite 1120,
Miami, FL 33131-1605

TOTAL: 3

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Addresses marked '++++' were corrected as required by the USPS Locatable Address Conversion System (LACS).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 08, 2009

Signature:

