

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

IN RE:)	Chapter 11
)	
ATA HOLDINGS CORP., <i>et al.</i> ,)	Case No. 04-19866
)	(Jointly Administered)
)	
Debtors.)	
)	

**NOTICE OF FILING OF APPLICATION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF ATA HOLDINGS CORP., ET AL, FOR AN ORDER
UNDER 11 U.S.C. § 328(A) AND 1103(A) AUTHORIZING THE EMPLOYMENT OF
LYTLE SOULÉ & CULEE AS COUNSEL EFFECTIVE AS OF NOVEMBER 18, 2004**

Notice is hereby given ("Notice") that the Official Committee of Unsecured Creditors of ATA Holdings Corp., et al ("Committee") filed an application to retain Lytel Soulé & Curlee as Counsel for the Official Committee of Unsecured Creditors ("Application") on December 3, 2004, a copy of which is attached hereto.

Pursuant to section 3 of the Order Establishing Certain Notice, Case Management and Administrative Procedures entered by the Court on October 29, 2004 ("Case Management Order"), **the Deadline for Filing Objections to the Application is December 28, 2004.** If no objection or response to the Application is filed and served pursuant to the Case Management Order by December 28, 2004, the relief requested in the Application may be granted by the Court without a hearing: and

The Hearing on the Application shall be held at the **January 4, 2005 Omnibus Hearing to be held at 9:30 a.m. EST in Room 310, United States Courthouse, 46 E. Ohio Street, Indianapolis, Indiana.**

Dated: December 6, 2004

Respectfully submitted,

GREENEBAUM DOLL & MCDONALD, PLLC

/s/ C.R. Bowles, Jr.

John W. Ames

C.R. Bowles, Jr.

3500 National City Tower

101 South Fifth Street

Louisville, Kentucky 40202

Telephone: (502) 589-4200

*Co-Counsel to the Official Committee
of Unsecured Creditors*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served upon the Core Group and the 2002 list by U.S. Mail, postage prepaid on the 6th day of December 2004.

/s/ C.R. Bowles, Jr.

C.R. Bowles, Jr.

Co-Counsel for the Official Committee of
Unsecured Creditors

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

IN RE:)	Chapter 11
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ATA Holdings Corp., et al.,)	Case No. 04-19866
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**APPLICATION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF ATA HOLDING CORP ET AL.
FOR AN ORDER UNDER 11.U.S.C. § 328(A) AND 1103(A) AUTHORIZING
THE EMPLOYMENT OF LYTLE SOULÉ & CURLEE AS COUNSEL EFFECTIVE AS
OF NOVEMBER 18, 2004**

Comes now The Official Committee of Unsecured Creditors ("Committee") of ATA Holdings Corp et al.¹ ("Debtors") and respectfully submits this application for an Order Under 11 U.S.C. §§ 328(a) and 1103(a) Authorizing The Employment of Lytle Soulé & Curlee ("LS&C") as Counsel for the Committee in the Debtors' Chapter 11 proceedings (the "Cases") effective as of November 18, 2004. In support of its application the Committee respectfully submits as follows:

THE BANKRUPTCY CASES, JURISDICTION, AND VENUE

1. On October 26, 2004 ("Petition Date") each of the Debtors filed with the United States Bankruptcy Court for the Southern District of Indiana ("Court") a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

¹ The Debtors are the following entities: ATA Holdings Corp. (04-19866), ATA Airlines, Inc. (04-19868), Ambassador 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. The Debtors manage their properties and operate their business as debtors in possession pursuant to 11 U.S.C. §§ 1107 and 1108.

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these cases and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The grounds for the relief requested herein are 11 U.S.C. §§ 328 and 1103 and Bankruptcy Rule of Procedure 2014.

BACKGROUND

4. On November 1, 2004 (“Committee Formation Date”) pursuant to 11 U.S.C. § 1102, the United States Trustee appointed the Committee. The Committee currently consists of nine (9) members: Wells Fargo Bank N.A.; John Hancock Funds; Loeb Partners; Stanfield Capital Partners LLC; Goodrich Corporation; Flying Food Group LLC; Airport Terminal Services; Association of Flight Attendants; and the Airline Pilots Association, International.

5. Shortly after the Committee Formation Date, on November 18, 2004, the Committee selected LS&C to serve as counsel to the Committee pursuant to 11 U.S.C. § 1103.

REQUESTED RELIEF

6. The Committee hereby respectfully applies to this Court for an Order pursuant to 11 U.S.C. §§ 328 and 1103 authorizing the employment of the law firm LS&C, which maintains offices at 119 North Robinson, Suite 1200, Oklahoma City, Oklahoma 73102, as its counsel nunc pro tunc to November 18, 2004, under the terms of LS&C’s engagement letter (“Engagement Letter”) attached hereto as Exhibit A and incorporated herein by reference.

7. The names, mailing addresses, and telephone numbers of the lead attorneys of LS&C who will be the attorneys of record herein are:

Patricia J. Hanson
Jason C. Hasty
Lytle Soule & Curlee
119 North Robinson, Suite 1200
Oklahoma City, Oklahoma 73102
Telephone: (405) 235-7471
Facsimile: (405) 232-3852

Other LS&C attorneys will participate in the representation of the Committee as necessary.

8. The services to be provided to the Committee by LS&C include:

- (a) Examining title and record status of aircraft, aircraft engines, aircraft propellers and spare parts locations;
- (b) Reviewing and analyzing bills of sale, applications, affidavits and instruments to be filed and recorded with the FAA Aircraft Registry;
- (c) Assisting with the filing of instruments with the Federal Aviation Administration (the "FAA"); and
- (d) Issuing opinions with respect to aircraft title and registration, encumbrances of record with the FAA with respect to aircraft, aircraft engines, aircraft propellers and spare parts locations, the recordability of instruments filed with the FAA and the perfection of instruments filed with the FAA.

9. The Committee believes that LS&C possesses extensive knowledge and expertise in the areas of law relevant to these Cases, and that LS&C is well qualified to represent the Committee in these Cases. In selecting attorneys, the Committee sought counsel with considerable experience in representing airlines in chapter 11 reorganization cases and other debt restructurings. LS&C has such experience since LS&C is currently representing and has represented airlines in many significant chapter 11 reorganizations including United Air Lines, Inc. and Continental Airlines, Inc.

10. The Committee requests that all legal fees and related costs and expenses incurred by the Committee on account of services rendered by LS&C in these Cases be paid as administrative expenses of the estates pursuant to the provisions of the Bankruptcy Code including, but not limited to 11 U.S.C. §§ 328, 330(a), 331, 503 and 507. Subject to the Court's approval, LS&C will charge for its legal services on an hourly basis in accordance with its ordinary and customary hourly rates in effect on the date such services are rendered, subject to section 328(a) of the Bankruptcy Code. The current hourly rates charged by LS&C for professionals and paraprofessionals employed in its offices are provided below:

<u>Billing Category</u>	<u>Range</u>
Members	\$200 - \$250
Associates	\$130 - \$150
Paraprofessionals	\$100 - \$135

These hourly rates are subject to periodic adjustments as set forth in LS&C's Engagement Letter to reflect economic and other conditions. LS&C will maintain detailed records of actual and necessary costs and expenses incurred in connection with the legal services described above.

11. The Committee requests, subject to the Court's Approval, that all legal fees and expenses incurred by the Committee on account of services rendered by LS&C be paid as administrative expenses pursuant to the applicable provisions of the Bankruptcy Code. The Debtors will be charged the same hourly rates that the Firm charges its other clients for comparable services. The current standard hourly rates of the attorneys and paralegals expected to perform legal services hereunder range from \$250 to \$120 per hour. These rates are subject to periodic adjustment. The Debtors have also agreed to reimburse the Firm for the out-of-pocket expenses which it incurs in rendering its services.

12. The attorneys who will be rendering services on behalf of the Committee have reviewed, and are generally familiar with, the local rules concerning the contents of an application for compensation and expenses. All firm members who provide services to the Committee will maintain billing records setting forth complete and detailed activity descriptions, including a time allotment billed in increments of one-tenth of an hour. Each activity will include a description of the type and subject matter of the activity undertaken and activity descriptions will not be lumped. Travel time will be separately described, work performed while traveling will be so indicate and all meetings, hearings and computer assisted legal research for which time is billed will be identified. Activity descriptions will be presented chronologically within each project category.

13. To the best of the Committee's knowledge, LS&C does not represent and does not hold any interest adverse to the Debtors, their affiliates, creditors, stockholders, other parties in interest, or the respective attorneys of the foregoing, on the matters on which LS&C is to be engaged. Further, LS&C does not have any connections with the Debtors, their affiliates, creditors, stockholders, other parties in interest, or the respective attorneys of the foregoing which would prevent LS&C's retention as counsel for the Committee under 11 U.S.C. § 1103.

14. To the best of the Committee's knowledge, neither LS&C nor any member, associate or professional employee thereof is a relative or connected now or in the past with a Judge of the Court making the appointment or approving the employment of LS&C.

The Committee believes that the terms of its employment of LS&C as set forth herein are reasonable for the purposes of 11 U.S.C. § 328 and that this Court approve LS&C's employment under 11 U.S.C. § 328.

WHEREFORE, the Committee requests that an Order be entered authorizing it to retain LS&C as its counsel in these Cases, effective as of November 18, 2004, and providing the Committee such other and further relief as the Court may deem just and proper.

Dated: November 29, 2004

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF ATA
HOLDINGS CORP. et al.

By: David L. Cotton
Name: David L. Cotton
Title: Co-Chair
CEO, Flying Food Group LLC

LYTLE SOULÉ & CURLEE

Patricia J. Hanson
Patricia J. Hanson
Jason C. Hasty
Lytle Soule & Curlee
119 North Robinson, Suite 1200
Oklahoma City, Oklahoma 73102
Telephone: (405) 235-7471

WHEREFORE, the Committee requests that an Order be entered authorizing it to retain LS&C as its counsel in these Cases, effective as of November 18, 2004, and providing the Committee such other and further relief as the Court may deem just and proper.

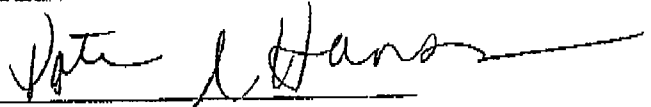
Dated: November 29, 2004

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF ATA
HOLDINGS CORP. et al.

By: 

Name: Arthur N. Calavritinos
Title: VICE-PRESIDENT

LYTLE SOULÉ & CURLEE



Patricia J. Hanson
Jason C. Hasty
Lytle Soule & Curlee
119 North Robinson, Suite 1200
Oklahoma City, Oklahoma 73102
Telephone: (405) 235-7471

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served upon the Core Group and the 2002 list by U.S. Mail, postage prepaid on or before 4th day of December 2004.

/s/ C.R. Bowles, Jr.

C.R. Bowles, Jr.

Co-Counsel for the Official Committee of
Unsecured Creditors

EXHIBIT A

(Retention Letter)

LYTLE SOULÉ & CURLEE

JAMES C. CHANDLER
DONALD K. FUNNELL
G. DAVID ROSS
GORDON D. RYAN
PATRICIA J. HANSON
DAVID W. KIRK

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GORE GAINES
JASON C. HASTY
GRANT M. LUCKY
CAROLE L. HOUGHTON

ROY C. LYTLE (1982)
EDWARD E. SOULÉ (1984)
WILLIAM D. CURLEE (1992)

November 29, 2004

Re: ATA Holdings Corp., et al. Chapter 11 Cases

John Hancock Funds
Arthur Calavritinos
101 Huntington Avenue
Boston, MA 02199-7603

Flying Good Group, LLC
David Cotton
212 North Sangamon Street
Suite 1-A
Chicago, IL 60601

Dear: Mr. Calavritinos and Mr. Cotton:

We are pleased that the Official Unsecured Creditors Committee for ATA Holding Corp., et al ("Committee") selected Lytle Soulé & Curlee ("LS&C") to represent it in the Chapter 11 cases of ATA Holdings Corp. et al. ("Debtors").

This letter and the attached Statement of Engagement Terms and Billing Practices which are incorporated herein by reference (the "Statement") set forth the terms of our engagement and address how various issues will be handled. In the case of conflict, this letter will govern. Our charges will be based on the time we spend and expenses we incur in connection with the services we provide you as described in the Statement. Our hourly rates range from \$250 for our most experienced members to \$135 for our most junior associates. These rates may change from time to time. If you have any questions regarding our charges or services, please call me. As we are counsel for the Committee our fees and expenses are subject to court approval and will be paid from the Debtor's Bankruptcy Estates. Neither you nor any members of the Committee are responsible for LS&C's fees.

Retention Letter

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As you know, LS&C's appointment as counsel for the Committee is subject to approval by the Bankruptcy Court for the Southern District of Indiana ("Court") which oversees the Debtors Chapter 11 cases. Enclosed with this letter for your review are LS&C's Employment Application and Affidavit of Patricia J. Hanson In Support of This Application.

Please acknowledge your receipt of the attached Statement and your acceptance of the terms described in the Statement and this letter by signing and dating the enclosed copy of this letter and LS&C's Employment Application and returning them to us. Our representation will commence effective November 18, 2004, or such other date which the Court may order in its order approving our Employment Application. Upon your execution of this letter and the LS&C Application, we will file the Application and seek court approval of our retention.

We look forward to working with you.

Sincerely,

Patricia J. Hanson

LTYLE SOULÉ & CURLEE

Statement of Engagement Terms and Billing Practices

We will at all times act on behalf of the Committee to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

This statement confirms that this engagement did not result from a direct solicitation to you from our firm or any of its lawyers.

The Scope of Our Representation

Our client in this matter will be the Official Unsecured Creditors Committee for ATA Holding Corp., et al ("Committee") as identified in our engagement letter to which this is attached ("Engagement Letter") and does not include members of the Committee. The Committee agrees that, during the course of our representation of it, the Committee will not give us any confidential information regarding any of its individual members. Accordingly, our representation of the Committee will not give rise to any conflict of interest in the event other clients of the firm are adverse to the Committee's members.

Relationship With Other Clients

Our firm consists of approximately 10 professionals located in our offices in Oklahoma City. We represent a large number of clients, including businesses of all types, individuals, charitable and nonprofit organizations, airlines and insurance companies.

It is possible that while the Committee is a client, some of our present and future clients will have disputes or transactions with the Committee or members of the Committee. The Committee agrees that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter which is not substantially related to our work for you, even if the interests of our other clients in those matters are directly adverse to members of the Committee. We agree, however, that your prospective consent regarding conflicting representation in the preceding sentence shall not apply to any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used by such client to your material disadvantage.

The Committee agrees that if we represent you adverse to any governmental department, agency or entity, such representation shall not preclude us from continuing to represent or thereafter representing any other governmental department, agency or entity in matters unrelated to our representation to you.

Who Will Provide the Legal Services

Customarily, each client of the firm is serviced by a principal attorney contact. Subject to the decision of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. It is our practice to delegate work to the most economical level appropriate.

Charges

Unless otherwise indicated in our engagement letter, the amount we will charge for the legal services we provide to you will be based upon our normal hourly rates times the hours required to provide services, and the expenses incurred by us in performing such services.

We typically incur a variety of expenses arising in connection with legal services. These include charges made by outside service vendors. Typical of such expenses are messenger, courier and express delivery charges, travel expenses and charges for outside experts and consultants, including accountants, appraisers and other legal counsel.

Expenses for long-distance tolls, in-house photocopies, secretarial overtime, facsimiles, routine postage, errands performed by our personnel, cell phone charges and interoffice courier are determined by the actual expense incurred or a reasonable hourly rate for such service. The payment of our charges although subject to court approval is not dependent upon the successful outcome of this matter.

We will bill you on a regular basis, normally each month, for our charges. We will seek payment of our charges from the Debtors estate pursuant to the requirements of the Bankruptcy Code, Bankruptcy Rules, Local Rules and orders entered in the Debtor's cases.

Use of E-mail to Transmit Documents

The firm may use unencrypted e-mail to transmit client documents, believing that e-mail offers a reasonably secure, efficient means of transmitting information. Please advise us if you have highly sensitive information you do not want transmitted in such a manner.

Use of Your Name

You agree that we may list you as a client of the firm and list and describe, using solely public information, cases and other matters in which we have acted or may act as your counsel, in informational and advertising material, in any media, including our web site. Any use by us of your name will not, of course, include any endorsement of the firm by your organization.

Termination

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct and approval of the Bankruptcy Court. In the event of termination of our engagement, we will, at your request, return whatever papers and property you have provided to us. Additionally, we will deliver to you all of the other material in our files relating to our representation of you, to which you are entitled under the applicable rules of professional conduct, provided that we reserve the right to make at your expense and retain a copy of all material delivered to you. The termination of our services will not affect your responsibility for payment for any outstanding charges owed to us.

Circumstances and types of conduct which may require us to withdraw from representing a client or which will clearly be a basis for our withdrawal include, for example, nonpayment of our charges, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflicts of interest with other clients of the firm. We try to identify in advance and discuss with our client situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we will immediately give you written notice of our withdrawal. If permission for withdrawal is required by a court, we will promptly apply for such permission and you agree to engage a successor counsel to represent you.

Unless previously terminated, our representation of you will terminate upon our completion of any services that you have retained us to perform. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time. You agree that unless you engage us after completion of a matter to provide additional advice on issues arising with respect to the matter, the firm has no continuing obligation to advise you in connection with future legal developments pertaining to the matter. Upon termination of the attorney-client relationship, we may continue to send you copies of firm newsletters and other items and invite you to firm seminars. Receipt of such information or invitations shall not be considered evidence of any on-going attorney-client relationship.

Retention of Files

For various reasons, including the minimization of unnecessary storage expense, we retain client files for six years after termination of the engagement. After six years, we may destroy or otherwise dispose of any such document or other material without additional notice to you.