

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

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

**OBJECTION OF QWEST COMMUNICATIONS CORPORATION  
TO NOTICE REGARDING MAXIMUM CURE AMOUNTS**

Qwest Communications Corporation (“QCC”), by and through its undersigned counsel, hereby objects to the Notice Regarding Maximum Cure Amounts (the “Notice”) filed in the above-captioned case,<sup>1</sup> and for its objection, respectfully states as follows:

1. On November 2, 2004 (the “Petition Date”), the above captioned debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and continue to operate their businesses and manage their affairs as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. QCC and ATA Airlines, Inc. (the “Debtor”), a debtor under Case No. 04-19868, which case is jointly administered under the above-captioned case number, are parties to a certain Qwest Total Advantage Agreement, entered into on or about June 24, 2003 (as thereafter amended, the “Contract”), whereby QCC provides certain telecommunications services to the Debtor.

3. On or about November 29, 2004, the Debtor filed the Notice advising that the maximum amount that the Debtor believed was due QCC under the Contract as of the Petition Date, or the amount that must be paid as a pre-petition cure amount. In the

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<sup>1</sup> The cases are all being jointly administered under the above-captioned case number.

Notice, the Debtor alleged that the pre-petition cure amount due and owing to QCC<sup>2</sup> under the Contract was a sum of not more than \$3,142.00.

4. QCC objects to the Notice as the Debtor was obligated to QCC for services rendered under the Contract prior to, and as of, the Petition Date, in the amount of not less than \$97,548.61 (the “Pre-Petition Cure”).

5. In addition, as of December 8, 2004, the Debtor was obligated to QCC under the Contract for an amount of not less than \$22,166.90 (the “Administrative Claim”), for services provided post-petition to the Debtor under the Contract.

6. As set forth above, QCC objects to the Notice as the cure amount set forth in the Notice is incorrect. The correct cure amount, as of December 8, 2004, was a sum of not less than \$119,715.51, comprised of the Pre-Petition Cure and the Administrative Claim, together with any additional unpaid post-petition amounts that the Debtor is obligated to QCC for under the Contract (collectively, the “Cure Amount”).

7. Under the Bankruptcy Code, the Debtor may not assume, and/or assign, the Contract unless and until the Debtor pays the Cure Amount, at the time of the assumption, in full, and otherwise complies with the requirements of Section 365(b)(1) of the Bankruptcy Code.

8. While the Notice does not state whether the Contract is to be assumed and/or assigned, QCC objects to any assumption and/or assignment of the Contract unless and until all requirements of Section 365 are met, including without limitation, proof of adequate assurance and immediate payment of the Cure Amount in full at the time of assumption.

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<sup>2</sup> The Debtor erroneously named Qwest Corporation as the counterparty to the Contract.

9. QCC further reserves its right to compel the Debtor to pay the Administrative Claim immediately.

WHEREFORE, QCC respectfully requests that the Court grant QCC such relief as it deems just and proper.

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