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IN THE UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Case No.: 2:13-CV-00471-PGR

ADDINGTON et. al.,

Plaintiffs,

v.

US AIRLINE PILOTS ASS'N, et. al,

Defendants.

US AIRLINE PILOTS ASSOCIATION'S MOTION TO TRANSFER VENUE

Defendant US Airline Pilots Association ("USAPA") hereby moves to transfer this case to the United States District Court for the Southern District of New York so that it can be referred to the Bankruptcy Court which has jurisdiction over the merger between US Airways and American Airlines.

MEMORANDUM OF POINTS AND AUTHORITIES

PRELIMINARY STATEMENT

This action and the relief requested are directly related to and interfere with the merger of US Airways and American Airlines which is currently before the Bankruptcy Court for the Southern District of New York. For these reasons and as explained below, this case should be transferred to that District so that it can be referred to the Bankruptcy Court for appropriate disposition.

The Complaint ("Complaint") alleges that USAPA breached its duty of fair representation to the former America West Airline pilots by entering into a February 14, 2013 Memorandum of Understanding ("MOU") (Doc. 14-3, pp. 56-71) with, among others, AMR Corporation, that did not incorporate a seniority integration list based upon an arbitration award known as the Nicolau Award (Doc. 1, Complaint). AMR Corporation is the parent company of American Airlines, and is the Debtor in a Chapter 11 bankruptcy proceeding currently pending before Judge Sean H. Lane in the United States Bankruptcy Court for the Southern District of New York. (*In re AMR Corp.*, Case No. 11-15463.) Among other matters, the MOU spells out in detail how the Merger would affect the pilots of American Airlines and US Airways Group, Inc. ("US Airways"), setting out temporary contract terms that would be implemented in the event of a merger between US Airways and AMR and an agreed upon method for merging the seniority lists pursuant to applicable federal law under the McCaskill-Bond Amendment to the Federal Aviation Act, 42 U.S.C. § 42112. The MOU was followed by a Motion to Approve the Merger, which has now been approved by the Bankruptcy Court, and

which will be the subject of a proposed Plan of Reorganization to be submitted by the Debtor that will specifically include a request to approve the MOU.

The Complaint seeks to enjoin both USAPA and US Airways "from integrating the pilot operations in a manner that breaches Defendant USAPA's duty of fair representation." Complaint, at 1. Moreover, Plaintiffs' subsequently filed motion for preliminary injunction (Docs. 13-14-3), if granted, would bind not only USAPA and US Airways, defendants in this action, but also the Allied Pilots Association ("APA"), the union representing the American Airlines pilots, and AMR Corporation, a debtor in the bankruptcy proceeding, all parties to the MOU.

Given its direct relationship to the bankruptcy proceeding and the Merger that is the centerpiece of AMR Corporation's reorganization plan, this case should be transferred to the Southern District of New York for referral to the Bankruptcy Court for the Southern District of New York which has jurisdiction over AMR Corporation's Chapter 11 petition, and which, on March 27, 2013, approved the Merger. There is a pending adversary proceeding in the Bankruptcy Court for the Southern District of New York, commenced by USAPA against Plaintiffs, which seeks a permanent injunction enjoining this case on the grounds it violates the automatic stay provisions of the Bankruptcy Code. (*USAPA v. Leonidas, LLC, et al.*, (*In re AMR Corp.*) Adversary Proceeding Case No. 13-01282). Furthermore, that court is already presiding over a duty of fair representation case commenced by former TWA pilots who currently fly for American Airlines that was transferred from the Eastern District of Missouri. Adversary Proceeding Case No. 13-01283, see *Krakowski v. American Airlines, Inc.*, 2013 WL 791790 (E.D. Mo. Mar. 4, 2013) (granting motion to transfer the DFR case to the United States Bankruptcy Court for the Southern District of New York.[1]).

[1] The adversary proceeding has been docketed in the Bankruptcy Court as *Krakowski v. American Airlines, Inc.*, Case No. 13-01283.

Judicial efficiency, the interest of justice, and the convenience of the parties all strongly support transfer of this case to the District Court for the Southern District of New York, as does the efficient administration of AMR Corporation's bankruptcy reorganization and the Bankruptcy Court's jurisdiction over the Merger between US Airways and American Airlines.

BACKGROUND

On November 29, 2011, AMR Corporation and its subsidiaries (the "Debtors") commenced a voluntary Chapter 11 case in the United States Bankruptcy Court for the Southern District of New York. (*In re AMR Corp.*, Case No. 11-15463). On February 13, 2013, the Debtors entered into an Agreement and Plan of Merger with US Airways (the "Merger Agreement"), which, among other things, provides that US Airways will become a wholly-owned subsidiary of AMR Corporation, subject to and effective upon the confirmation and consummation of a Chapter 11 plan of reorganization ("POR").

Pursuant to the Merger Agreement, the Debtors and US Airways executed conditional agreements with certain labor unions representing units of their employees (including USAPA), which specifically contemplate the Merger and its effect upon significant portions of their unionized workforces. One such conditional agreement is the MOU, which is entitled "Memorandum of Understanding Regarding Contingent Collective Bargaining Agreement," and was entered into by American Airlines, US Airways, the Allied Pilots Association ("APA"), and USAPA. The MOU was ratified by an overwhelming majority of the US Airways pilots in February, 2013.

The MOU explicitly provides that a seniority integration process, as required by the McCaskill-Bond Amendment to the Federal Aviation Act, 49 U.S.C. § 42112, shall commence "as soon as possible after" the effective date of the Plan of Reorganization approved by the Bankruptcy Court. McCaskill-Bond is the federal law that governs the merger of seniority lists in the circumstances of the Merger between US Airways and

American Airlines. The first step under McCaskill-Bond is for the unions representing the two groups of employees to attempt to settle the matter through direct negotiations. If the unions cannot come to agreement, the second step is binding arbitration resulting in the issuance of a "final and binding" decision that integrates seniority "in a fair and equitable manner." The MOU implements these provisions by requiring the parties to attempt to reach an agreement during the 90-day period following the Effective Date and, if no agreement is reached, to commence an arbitration process before a panel of three neutral arbitrators. The MOU explicitly provides that "neither this Memorandum nor the JCBA shall provide a basis for changing the seniority lists currently in effect at US Airways other than through" the McCaskill-Bond process as detailed in the MOU. (MOU, ¶ 10.h, Doc. 14-3, p.62). The MOU therefore provides that the status quo regarding seniority is maintained and that the current two list system at US Airways (one for the former America West pilots and one for the former US Airways pilots) shall continue in effect until the McCaskill-Bond process concludes either through agreement or through a decision from the three-member panel.

That process does not begin unless and until the Bankruptcy Court approves a POR and, in particular, the MOU provides that discussions between USAPA and the APA concerning integration will take place during the 90-day period following the Effective Date of the POR. Any proposal by USAPA must be approved by the USAPA governing board (the "Board of Pilot Representatives"). Approval of a POR is still several months away, and no such proposal has as yet been formulated or presented to the Board for approval.

Despite this background and the MOU's requirement to maintain the current two-list seniority system, counsel for Plaintiffs in this action sent letters to US Airways, APA and USAPA that threatened:

that unless USAPA agrees that the Nicolau list will be integrated with the

> American list, the West Pilots will be forced to file a third round of litigation and seek an injunction of the merger process until we can get a court order directing that the only list that can be used is the Nicolau.

Doc. 5-3, at page 21 of 27. On March 6, 2013, prior to commencement of this action, USAPA filed the abovementioned adversary proceeding in the Bankruptcy Court for the Southern District of New York alleging that the threat to "seek an injunction of the merger" violated the automatic stay provisions of the Bankruptcy Code and asked the Bankruptcy Court to enjoin Leonidas LLC, the client on whose behalf Plaintiffs' counsel's threat was apparently made, from in any way interfering with the merger process.

Later on March 6, 2013, Plaintiffs filed the instant action seeking to enjoin both USAPA and US Airways "from integrating the pilot operations in a manner that breaches Defendant USAPA's duty of fair representation." Complaint, at 1. The relief sought in the Complaint, *inter alia*: (1) is directly based on the MOU which was negotiated by the unions and employers (USAPA, APA, US Airways, and American Airlines) specifically to facilitate the Merger; (2) seeks to enjoin both USAPA and US Airways "from integrating the pilot operations in a manner that breaches Defendant USAPA's duty of fair representation"; (3) explicitly seeks to interfere with the four-party MOU and the McCaskill-Bond process all four parties agreed would apply to merge seniority; and (4) therefore seeks to impose obligations outside of and in conflict with the agreed-upon terms of the MOU.

USAPA subsequently filed an amended complaint in the adversary proceeding adding the Plaintiffs in the instant case as defendants in the adversary proceeding and including the instant action and the subsequently filed motions for class certification and preliminary injunction as further violations of the status quo provisions of the Bankruptcy Code. Proceedings in the Bankruptcy Court for approval of the Merger and the adversary and other related proceedings are continuing.

Consummation of the Merger is conditioned on the filing, confirmation, and consummation of a POR, which will, *inter alia*, implement the Merger in accordance with the requirements of the Bankruptcy Code. On March 27, 2013, the Bankruptcy Court authorized and approved the Merger Agreement.

ARGUMENT

I

THIS ACTION SHOULD BE TRANSFERRED TO THE SOUTHERN DISTRICT OF NEW YORK FOR REFERRAL TO THE BANKRUPTCY COURT[2]

"A district court may transfer a case or proceeding under title 11 to a district court for another district, in the interest of justice or for the convenience of the parties." 28 U.S.C. § 1412. Transfer is allowed if either statutory basis is established. *In re Municipal Corrections, LLC*, 2012 WL 6737509, at *4 (D. Nevada, Dec. 28, 2012) (citing *In re Enron*, 284 B.R. 376, 385-86 (Bankr. S.D.N.Y. 2002)). The determination

[2] District courts have original but not exclusive jurisdiction of all civil proceedings arising under title 11, or arising in or related to cases under title 11. 28 U.S.C. 1334(b); *see In re Harris Pine Mills*, 44 F.3d 1431, 1434-35 (9th Cir. 1995) ("Federal district courts have exclusive jurisdiction over all cases under Title 11 of the United States Code, and concurrent jurisdiction over all civil proceedings arising under Title 11, or arising in or related to cases under Title 11."). "A bankruptcy court has jurisdiction over 'all civil proceedings arising under title 11, or arising in or related to cases under title 11.'" *Montana v. Goldin* (*In re Pegasus Gold Corp.*), 394 F.3d 1189, 1193 (9th Cir. 2005) (quoting 28 U.S.C. 1334(b)); *see also In re AJ Town Centre, LLC*, 2012 WL 1106747, at *2 (D. Ariz. Apr. 2, 2012) ("A bankruptcy court may also hear 'a proceeding that is not a core proceeding but that is otherwise *related* to a case under title 11.'" quoting 28 U.S.C. § 157(c)(1) (emphasis in original)). "[A] civil proceeding is 'related to' the bankruptcy if its outcome could conceivably have any effect on the bankruptcy estate . . . [so that] the outcome could alter the debtor's rights, liabilities, options, or freedom of action (either positively or negatively) and which in any way impacts upon the handling and administration of the bankruptcy estate." *In re ACI-HDT Supply Co.*, 205 B.R. 231, 237 (B.A.P. 9th Cir. 1997) (quoting *In re Fietz*, 852 F.2d 455, 457 (9th Cir. 1988) (adopting the definition of "related" case set forth in *Pacor, Inc. v. Higgins*, 743 F.2d 984 (3d Cir. 1984)).

of venue is fact specific and is based upon an individualized case-by-case analysis of convenience and fairness. *Id.*, citing *In re B.L. of Miami, Inc.*, 294 B.R. 325, 328-29 (Bankr. D. Nev. 2003)). There is a strong "presumption in favor of the court in which the debtor's bankruptcy case is pending." *In re National Consumer Mortgage LLC,* 2010 WL 2384217, at *2 (C.D. Cal. June 10, 2010).

All relevant factors militate strongly in favor of the transfer of this action to the Southern District of New York where AMR Corporation's Chapter 11 bankruptcy and Merger with US Airways is pending.

1. The Interest of Justice Supports Transfer to the New York District Court

"The interest of justice test is a broad and flexible standard applied on a case-by-case basis." *Hacienda Heating & Cooling, Inc. v. United Artists Theatre Circuit, Inc.*, 2009 WL 8238063, at *3 (D. Ariz. Mar. 31, 2009) (citing *In re Manville Forest Products Corp.*, 896 F.2d 1384, 1391 (2d Cir. 1990)). Factors relevant in determining whether a transfer is in the interest of justice include the economical and efficient administration of the bankruptcy estate, the presumption in favor of the forum where the bankruptcy case is pending, judicial efficiency, the ability to receive a fair trial, the state's interest in having local controversies decided within its borders by those familiar with its laws, the enforceability of any judgment rendered, and the plaintiff's original choice of forum. *See Mendoza v. General Motors, LLC*, 2010 WL 5224136, at *5 (C.D. Cal. Dec. 15, 2010); *Hacienda Heating*, 2009 WL 8238063, at *3 (A court "should consider 'whether transferring venue would promote the efficient administration of the bankruptcy estate, judicial economy, timeliness, and fairness.'" quoting *In re Manville*, 896 F.2d at 1391). However, "'the most important consideration is whether the requested transfer would promote the economic and efficient administration of the estate.'" *Senorx, Inc. v. Coudert Brothers, LLP,* 2007 WL 2470125, at *1 (N.D. Cal. Aug. 27, 2007) (quoting *In re Commonwealth Oil Refining Co., Inc.*, 596 F.2d 1239, 1247 (5th Cir. 1979)); *see also*

In re Donald, 328 B.R. 192, 204 (9th Cir. BAP 2005).

Here, the United States Bankruptcy Court for the Southern District of New York is the "home court"[3] of AMR Corporation's Chapter 11 case, and this action is intricately related to AMR Corporation's POR and the Merger. The claims contained in Plaintiffs' Complaint directly implicate the MOU, which explicitly and specifically maintains the status quo regarding seniority subject only to complete seniority integration following Bankruptcy Court approval of the Plan of Reorganization. American Airlines is a signatory to the MOU and this action affects property that is coming into AMR Corporation's estate through the Merger. Thus, although AMR Corporation is not specifically named in this action, it nevertheless directly implicates AMR Corporation's property interests and directly interferes with the Merger, the Merger Agreement, and the MOU, by seeking to enjoin USAPA and its successors with respect to the pilot integration as set forth in the MOU. The injunctive relief sought by Plaintiffs will interfere with, delay, and disrupt AMR Corporation's reorganization efforts. Proceeding with this litigation in a separate forum will have a disruptive effect on the various parties in interest as the tasks attendant to the Merger and reorganization move forward.

Moreover, there is already an adversary proceeding pending in the New York bankruptcy court that directly challenges, *inter alia*, Plaintiffs' commencement of this action. That action, filed prior to this action, was commenced in response to correspondence in which counsel for Plaintiffs threatened to take action to enjoin the Merger unless USAPA uses the Nicolau Award in integrating seniority with American Airlines. In that proceeding, USAPA seeks a preliminary and permanent injunction enjoining Plaintiffs here from prosecuting this action. The adversary proceeding is moving expeditiously with a court conference scheduled for April 3, 2013. Thus,

[3] The "home court" is the bankruptcy court where the debtor's case is pending. *Shatzki v. Abrams*, 2010 WL 1418183, at *3 (E.D. Cal. June 12, 2010).

transfer of this action to the Southern District of New York would promote judicial economy and efficient administration of the bankruptcy estate.

Plaintiffs erroneously claim that the New York bankruptcy court does not have jurisdiction over the adversary proceeding in light of the Supreme Court's decision in *Stern v. Marshall*, __, U.S. __, 131 S.Ct. 2594 (2011). (*See* Pl. Motion for Preliminary Injunction, Doc. 13, p. 13). In *Stern*, the Supreme Court, emphasizing that its holding was "narrow", held that the bankruptcy court's final judgment on a state law counterclaim concerning private rights violated Article III of the Constitution. *Id.*, at 2620. Cases make clear that irrespective of arguments based on allegations that the Bankruptcy Court lacks jurisdiction, the transfer of cases "related to" the bankruptcy is appropriate. Indeed, as noted above, a duty of fair representation case was recently transferred to the Bankruptcy Court. *Krakowski v. American Airlines, Inc.*, 2013 WL 791790 (E.D. Mo. Mar. 4, 2013). Likewise, in *Abrams v. Gen. Nutrition Cos.*, No. 06-1820, 2006 WL 2739642 (D.N.J. Sept. 25, 2006), the court granted a motion to transfer the action to the district court where the bankruptcy was pending based on the grounds that it was "related to" bankruptcy jurisdiction. *Id.* at *11. In doing so, the court noted that although cases "related to" a bankruptcy case are considered noncore proceedings, the issue before it was "whether a ***district court*** can properly exercise bankruptcy jurisdiction over the action. Thus, the core/noncore distinction set forth in Section 157 and the case law interpreting Section 157 is not relevant." *Id.* at *3, fn. 2 (emphasis added). The court in *Miller v. Chrysler Grp., LLC*, No. 12-760, 2012 WL 6093836 (D.N.J. Dec. 7, 2012) also granted a motion to transfer to the district court where the bankruptcy was pending. *Id.* at *9. The plaintiffs in *Miller* argued that *Stern* counseled against transfer due to the limited nature of the bankruptcy court's jurisdiction. *Id.* at *2. The court rejected the plaintiffs' argument, noting that "the *Stern* decision was a 'narrow' one" and that it did not counsel against transfer because the case satisfied the "related to"

jurisdiction type that requires a bankruptcy court to submit its findings to the relevant district court for review. *Id.* (internal quotations omitted).

Transfer would avoid wasting judicial resources on a matter that may be enjoined from proceeding or stayed by the New York court, and would remove "the danger of one action unproductively interfering with the other". *Edge Petroleum Operating Co. Inc. v. Duke Energy Trading & Marketing LLC*, 311 B.R. 740, 745 (S.D. Tex. 2003). Additionally, transferring this case will eliminate the possibility that the parties to this litigation as well as American Airlines and the APA, could be subject to inconsistent rulings as a result of parallel litigation from the two courts.[4] *Id.*, at 744.

The MOU is an integral part of the Merger and is already before the Bankruptcy Court as part of USAPA's adversary proceeding, and it would therefore be more efficient for the New York court, which must approve the MOU, to evaluate whether the MOU, which forms an integral part of the Merger and the POR, triggered a DFR. *See Thys Chevrolet, Inc. v. General Motors, LLC*, 2010 WL 4004328, at *11 (N.D. Iowa, Oct. 12, 2010) ("The Bankruptcy Court has already advanced along a substantial 'learning curve' . . . [such that] [t]he Bankruptcy Court's relative familiarity with the wind-down agreements and all related issues weighs in favor [of] transfer."); *In re Manville*, 896 F.2d at 1391 ("[T]he bankruptcy court had developed a substantial 'learning curve' and that transferring venue [out of the Bankruptcy Court] would have delayed the final resolution

[4] Plaintiffs' motion for a preliminary injunction seeks to enjoin USAPA and US Airways, and their successors, "from integrating pilot seniority without using the Nicolau Award list to define the relative seniority of US Airways pilots." (Dkt. 13) As integrating pilot seniority will also involve APA, as the bargaining representative of the American Airlines pilots, APA has an interest in this action, especially the preliminary relief sought by Plaintiffs. Moreover, the relief sought by Plaintiffs would be incomplete unless it necessarily bound APA as well. The successors to USAPA and US Airways are the combined entities that will result from the merger of American Airlines and US Airways. Plaintiffs therefore expressly seek to enjoin and bind the reorganized entity. As a result, the APA and American Airlines may be necessary parties pursuant to Federal Rules of Civil Procedure Rule 19.

of the bankruptcy case.").

Further, transfer of the action will permit the Bankruptcy Court to resolve issues pertaining to the implementation of its prior order, namely the approval of the Merger, which the Court approved, in part, during the hearing on March 27, 2013. *See, e.g.*, *Shatzki v. Abram,* 2010 WL 148183, at *3 (E.D. Cal. Jan. 12, 2010) (discussing the bankruptcy court's jurisdiction over matters relating to the implementation of its own prior orders as a relevant consideration in transferring venue).

In this instance, Plaintiffs' choice of forum must give way to the countervailing interests of the parties to the MOU and the Bankruptcy Court to oversee compliance with its orders with respect to the Merger. The MOU specifically provides that "[t]his Memorandum is ultimately subject to approval by the Bankruptcy Court in *In re AMR Corporation,*, et al., jointly administered Ch. 11 Case No. 11-15463 (SHL) ***in connection with the Merger***." MOU ¶ 30 (emphasis added). In *Krakowski v. American Airlines, Inc.*, 2013 WL 791790 (E.D. Mo. Mar. 4, 2013), the court granted American Airline's motion to transfer the case to the Bankruptcy Court presiding over AMR Corporation's Chapter 11, the same bankruptcy proceeding underlying this transfer motion, in a case that also alleged a breach of duty of fair representation brought by former TWA pilots who had previously challenged seniority integration and brought a further challenge under the collective bargaining agreement between American and its pilots that was the predecessor agreement to the MOU here.[5] The former TWA pilots in *Krakowski* asserted, *inter alia*, that in agreeing to a new collective bargaining agreement that provided that American's pilot system seniority list could not be modified, APA breached its duty of fair representation. After reviewing pending and prior proceedings in the Bankruptcy Court, the court found that any issues to be litigated were "best decided by

[5] In *Krakowski*, TWA pilots challenged the seniority integration after American Airlines acquired TWA.

the Bankruptcy Court in the context of the larger reorganization and consistent with its own prior orders." *Id.,* at *6. Accordingly, the court transferred the DFR litigation to the Bankruptcy Court, finding that "after careful consideration of the interests in this case, it is the Court's opinion that the Bankruptcy Court is the proper and most efficient forum for litigation of Plaintiffs' claims." *Id.* Similarly, in the instant case, Plaintiffs' DFR claim concerning the seniority process to be undertaken by all parties to the MOU and their request for injunctive relief revising the MOU would impact the reorganization and Merger with US Airways that is pending in the Bankruptcy Court. [6]

The remaining factors of the ability to receive a fair trial, and the state's interest in having local controversies decided within its borders by those familiar with its laws are neutral and do not favor one district court over another. Plaintiffs cannot argue that they will not receive a fair trial in New York. Where the case arises under the Railway Labor Act, and centers on issues affecting the bankruptcy proceeding, a court's familiarity with local controversies and laws is "of minimal importance." *See Thys*, 2010 WL 4004328 at *11.

2. The Convenience of the Parties Supports Transfer to the New York District Court

Though the interest of justice factor independently justifies transfer of this case to the New York District Court, *see Dunlap v. Friedman's Inc.*, 331 B.R. 674, 682 n.3 (S.D. W. Va. 2005) (the court need not reach the "convenience" prong of § 1412 because the interest of justice supported the motion to transfer), the "convenience of the parties" factor provides an additional ground for transfer. In determining convenience of the parties, courts evaluate six factors: (1) proximity of creditors of every kind to the court; (2) proximity of the debtor; (3) proximity of witnesses necessary to the administration of

[6] Furthermore, a plaintiff's choice of forum is muted when another forum - such as the New York court which is already presiding over the bankruptcy and adversary proceedings - has a stronger interest in adjudicating the dispute.

the estate; (4) location of the assets; (5) economic administration of the estate; and (6) need for further administration if liquidation ensues. *In re Donald,* 328 B.R. 192, 204 (9th Cir. 2005). Of the enumerated factors, the economic and efficient administration of the bankruptcy case is the most important. *Id.*

While not currently named as parties to this litigation, but because they are also parties to the MOU challenged here and are involved in the Merger approval and POR approval process, AMR Corporation, American Airlines, and the APA will be affected by any judgment in this action, and indeed, may be indispensable parties to this litigation pursuant to Federal Rules of Civil Procedure Rule 19. As discussed above, judicial efficiency and the economical and efficient administration of the bankruptcy estate strongly favors transfer of this action to the Southern District of New York. *See Shatzki v. Abrams*, 2010 U.S. Dist. LEXIS 7987, *10 (E.D. Cal. Jan. 11, 2010) (where court granted transfer, it found that "litigation pertaining to these issues would require fewer of the limited resources of the bankruptcy estate if consolidated"). Moreover, USAPA and Plaintiffs, as parties to the adversary proceeding, are already appearing before the New York bankruptcy court. If this action remains in this district, there is the risk of conflicting judgments, and the unnecessary judicial resources and expense of litigating these cases in different districts at the same time. *See JCA Corp. v. Tredit Tire & Wheel Co., Inc.*, 2006 WL 2372466 (W.D. Wa. Aug. 14, 2006).

CONCLUSION

For all the foregoing reasons, USAPA respectfully requests that its motion to transfer venue be granted and that the Court issue an order transferring this case to the United States District Court for the Southern District of New York for referral to the Bankruptcy Court for the Southern District of New York.

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Respectfully submitted his 2nd day of April 2013.

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CERTIFICATE OF SERVICE

I hereby certify that on April 2, 2013, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

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ADDINGTON et. al.,

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US AIRLINE PILOTS ASS'N, et. al,

Defendants.

ORDER GRANTING US AIRLINE PILOTS ASSOCIATION'S MOTION TO TRANSFER VENUE

The Court having considered Defendant US Airline Pilots Association's Motion to Transfer Venue and for good cause shown,

IT IS HEREBY ORDERED that Defendant's Motion to Transfer Venue is granted. The Clerk of the Court is hereby directed to transfer this matter to the United States District Court for the Southern District of New York.