

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re</b>	: <b>Chapter 11</b>
<b>AMR CORPORATION, et al.,</b>	: <b>Case No. 11-15463 (SHL)</b>
<b>Reorganized Debtor.</b>	: <b>(Jointly Administered)</b>
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**ORDER AUTHORIZING THE STIPULATION AND  
AGREED ORDER FOR PROOF OF CLAIM FILED BY  
THE ALLIED PILOTS ASSOCIATION**

Upon the Stipulation and Agreed Order dated September 30, 2021, (Dkt No. 13364)<sup>1</sup> of AMR Corporation as the reorganized debtor (the “**Reorganized Debtor**” or “**American**”) and the Allied Pilots Association (the “**APA**” and, together with American, the “**Parties**”), for entry of an agreed order resolving the Amended Claim, all as described more fully in the Stipulation; and this Court having jurisdiction to consider the Stipulation and the relief requested under 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Stipulation and the requested relief being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Bankruptcy Court under 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Stipulation having been provided, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Stipulation (the “**Hearing**”); and upon the record of the Hearing and the proceedings had before the Bankruptcy Court; and the Bankruptcy Court having overruled any objections for the reasons

<sup>1</sup> Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Stipulation.

stated on the record of the Hearing; and the Bankruptcy Court having found and determined that the relief sought in the Stipulation is in the best interests of the Reorganized Debtor, creditors, and all parties in interest, and that the legal and factual bases in the Stipulation establish just cause for the relief granted; and after due deliberation and sufficient cause appearing, it is ordered that:

1. The Stipulation shall become effective on the date that it is "So Ordered" by the Bankruptcy Court and shall inure to the benefit of the Parties and their respective successors.
2. The Amended Claim will be allowed in the amount of \$625,000.
3. Except for the right to receive a distribution for allowance of the Amended Claim set forth in paragraph 2 above pursuant to the Stipulation and the Plan, the APA fully, finally, and forever releases, relinquishes, and discharges the Debtors, their principals, officers, directors, agents, assigns, administrators, and representatives, from all rights, claims, demands, damages of any kind, and causes of action of every nature, whether known or unknown, asserted or unasserted, arising from or relating to the Amended Claim. The Stipulation does not affect Grievance No. 12-011 (02/04/12 Meadows, Lawrence) and Grievance No. 12-012 (05/22/12 DFW Domicile) identified on Exhibit 1 to the Letter of Agreement, and the parties retain their respective legal positions on the validity and status of those grievances.
4. Nothing in the Stipulation shall be construed as an admission of liability or constitute, imply, or evidence the validity of any claim, allegation, objection, defense, asserted right or remedy at law or equity, raised, or that could be raised, by any party in connection with the Amended Claim.
5. The Stipulation may not be modified, amended, or vacated other than by a signed writing executed by the Parties. The Stipulation contains all of the terms agreed upon by the

Parties regarding the subject of the Stipulation. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject of the Stipulation that are not set forth or referred to in the Stipulation are of no force or effect.

6. Each person who executes the Stipulation on behalf of a Party represents that he or she is duly authorized to execute the Stipulation on behalf of that Party.

7. The Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Evidence of execution of the Stipulation may be exchanged by electronic transmission of a scanned copy of the signature pages or by exchange of an originally signed document, each of which shall be fully binding on the Party as a signed original.

8. The claims agent in the Debtors' chapter 11 cases is authorized to adjust the claims register in accordance with the Stipulation.

9. The Bankruptcy Court shall retain jurisdiction to interpret, implement, and enforce the provisions of the Stipulation.

**APPROVED AND SO ORDERED**  
this 8th day of November 2021

**BY THE COURT:**

/s/ Sean H. Lane  
Honorable Sean H. Lane  
UNITED STATES BANKRUPTCY JUDGE