

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

United Pilots for Justice, Inc., et al.,)	
)	
Plaintiffs,)	Civil Case No. 10-2324 (JEB)
)	
v.)	ORAL ARGUMENT
)	REQUESTED
United Airlines Corporation, et al.,)	
)	
Defendants.)	
)	

DEFENDANTS' MOTION TO TRANSFER

Pursuant to 28 U.S.C. §§ 1404(a) and 1412, defendants move to transfer this action to the United States District Court for the Northern District of Illinois in Chicago, Illinois. In support, the Court is respectfully referred to the memorandum of points and authorities filed concurrently with this motion.

Dated: June 7, 2011

Respectfully submitted,

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

United Pilots for Justice, Inc., et al.,)	
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Plaintiffs,)	10-CV-2324
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v.)	Judge Boasberg
)	
United Airlines Corporation, et al.,)	ORAL ARGUMENT
)	REQUESTED
Defendants.)	

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
DEFENDANTS' MOTION TO TRANSFER VENUE TO THE U.S. DISTRICT
COURT FOR THE NORTHERN DISTRICT OF ILLINOIS**

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TABLE OF CONTENTS

	Page
INTRODUCTION.....	1
BACKGROUND	2
ARGUMENT	8
CONCLUSION	14
LOCAL RULE 7(M) CERTIFICATION.....	15

TABLE OF AUTHORITIES

Cases

<i>Ass'n of Flight Attendants v. United Air Lines, Inc.</i> , 333 B.R. 436 (N.D. Ill. 2005).....	2, 6, 10
<i>Bergman v. U.S. Dep't of Transp.</i> , 710 F. Supp. 2d 65 (D.D.C. 2010)	9
<i>Binder v. PriceWaterhouse & Co.</i> , 372 F.3d 154 (3d Cir. 2004)	12
<i>Edge Petroleum Operating Co., Inc. v. Duke Energy Trading & Mktg., LLC</i> , 311 B.R. 740 (S.D. Tex. 2003).....	13
<i>HH1, LLC v. Lo'r Decks at Calico Jacks, LLC</i> , No. 10-02004, 2010 WL 1009235 (Bankr. M.D.N.C. Mar 18, 2010)	11
<i>In re Bruno's, Inc.</i> , 227 B.R. 311 (Bankr. N.D. Ala. 1998).....	12
<i>In re Centennial Coal, Inc.</i> , 282 B.R. 140 (Bankr. D. Del. 2002)	14
<i>In re Éclair Bakery Ltd.</i> , 255 B.R. 121 (Bankr. S.D.N.Y. 2000)	14
<i>In re Harnischfeger Indus., Inc.</i> , 246 B.R. 4215 (Bankr. N.D. Ala. 2000)	8
<i>In re Northfield Labs., Inc.</i> , Bankr. No. 09-11924, 2010 WL 3417229 (Bankr. D. Del. Aug. 27, 2010).....	9
<i>In re Thomson McKinnon Sec., Inc.</i> , 126 B.R. 833 (Bankr. S.D.N.Y. 1991)	8
<i>In re UAL Corp.</i> , 468 F.3d 456 (7th Cir. 2006).....	2, 7, 12
<i>In re UAL Corp. (Pilots' Pension Plan Termination)</i> , 468 F.3d 444 (7th Cir. 2006).....	12
<i>In re UAL Corp.</i> , 428 F.3d 677 (7th Cir. 2005).....	3, 6, 10
<i>Matter of Chicago, Milwaukee, St. Paul & Pac. R.R. Co.</i> , 6 F.3d 1184 (7th Cir. 1993).....	13

<i>Onyeneho v. Allstate Ins. Co.</i> , 466 F. Supp. 2d 1 (D.D.C. 2006)	9
<i>PBGC v. United Air Lines, Inc.</i> , 436 F. Supp. 2d 909 (N.D. Ill. 2006)	1, 5, 10, 13
<i>Redmond v. Fifth Third Bank</i> , 624 F.3d 793 (7th Cir. 2010).....	2
<i>Sapp v. FirstFitness Int’l</i> , No. 5:09-CV-048, 2009 WL 2997624 (M.D. Ga. Sept. 16, 2009).....	11
<i>Searcy v. Knostman</i> , 155 B.R. 699 (S.D. Miss. 1993).....	8
<i>TIG Ins. Co. v. Smokler</i> , 264 B.R. 661 (Bankr. C.D. Cal. 2001)	9
<i>United Retired Pilots Benefit Protection Ass’n v. United Airlines, Inc.</i> , 443 F.3d 565 (7th Cir. 2006).....	4, 5
<i>United States v. Burns</i> , No. 5:08CV3, 2008 WL 5263743 (N.D.W.Va. Dec. 8, 2008).....	11
Statutes	
11 U.S.C. § 1141(d)	12
11 U.S.C. §350(b)	2
28 U.S.C. § 1404.....	1, 8, 9
28 U.S.C. § 1404(a)	8, 10
28 U.S.C. § 1412.....	1, 8, 9
28 U.S.C. § 157(a).....	2
Other Authorities	
1 COLLIER ON BANKRUPTCY ¶ 4.05[1]	8
Air Transportation Safety and System Stabilization Act, Pub. L. No. 107-42, §§ 101-02, 115 Stat. 230 (2001)	3
Rules	
Fed.R. Civ. P. 12(b).....	1

INTRODUCTION

Defendants, while expressly preserving all objections to Plaintiffs' complaint, respectfully move for an order pursuant to 28 U.S.C. §§ 1404 and/or 1412 transferring venue to the United States District Court for the Northern District of Illinois (the "NDIL"). While this case is baseless and should be dismissed by whatever court hears it, it is substantially related to several matters that have already decided by the NDIL, and it makes little sense for the case to remain here.¹

First, this case stems from the Pension Benefit Guaranty Corporation ("PBGC")'s termination, effective December 30, 2004, of the defined benefit pension plan for United Airlines pilots (the "Pilot Plan"). And as Plaintiffs' complaint avers, the PBGC's termination of the Pilot Plan was already the subject of litigation before Judge Joan Lefkowitz of the NDIL. *See* 2AC ¶¶ 39-40; *PBGC v. United Air Lines, Inc.*, 436 F. Supp. 2d 909 (N.D. Ill. 2006). Judge Lefkowitz already presided over, and is already familiar with, the underlying bases for, reasons for, and consequences of, Pilot Plan termination. Plaintiffs' request that this Court familiarize itself with the history of the Pilot Plan, its termination, and the prior litigation relating to it, would be the height of inefficiency and would waste substantial judicial resources.

Second, this case is clearly "related to" United's bankruptcy case, one of the largest and most complex Chapter 11 cases in history and a matter that occupied a substantial amount of the NDIL's time for a multi-year period. Indeed, in addition

¹ Defendants are contemporaneously filing a motion to dismiss Plaintiffs' Second Amended Complaint (the "2AC") pursuant to Federal Rule of Civil Procedure 12(b). Because this lawsuit is so interrelated with the prior proceedings before the NDIL, Defendants respectfully request that this Court transfer the matter to the NDIL, which would then decide the motion to dismiss. If this Court instead decides to familiarize itself with the prior proceedings and then decide the motion to dismiss on its own, Defendants are confident that it will reach the same conclusion.

to the inconsistencies between Plaintiffs' theory here and Judge Lefkow's conclusions in the plan termination litigation, this case is a collateral attack on a settlement agreement between United and the PBGC and United's confirmed plan of reorganization. Both matters were extensively litigated in and approved by the NDIL Bankruptcy Court, and were then appealed (by many of the same people who brought this lawsuit) unsuccessfully. *See, e.g.*, Exhibit A (Order Approving PBGC Settlement), *aff'd Ass'n of Flight Attendants v. United Air Lines, Inc.*, 333 B.R. 436 (N.D. Ill. 2005), *aff'd* 428 F.3d 677 (7th Cir. 2005); Exhibit B (Order Confirming Plan of Reorganization), *aff'd In re UAL Corp.* 468 F.3d 456 (7th Cir. 2006).

At bottom, this case should be litigated in the NDIL.² There is no reason for this case to proceed here, and the Court should grant the motion to transfer.

BACKGROUND

1. United filed a Chapter 11 petition on December 9, 2002 (the "Petition Date"). *See* Exhibit B at Exhibit 1, United Plan of Reorganization (the "Plan"), p. 25. As of June 30, 2005, United had approximately 58,000 employees, 80 percent of whom were represented by one of several different unions. *See* Exhibit C (First Amended Disclosure Statement for United Plan of Reorganization) at p. 24.

² While a final decree was entered in United's bankruptcy in 2009, United has filed a motion to reopen its bankruptcy in order to enforce its Plan of Reorganization and United's discharge against Plaintiffs. *See* 11 U.S.C. § 350(b); *Redmond v. Fifth Third Bank*, 624 F.3d 793, 798 (7th Cir. 2010) ("A bankruptcy court may, for example, reopen a case for the correction of errors, amendments necessitated by unanticipated events that frustrate a plan's implementation, and the need to enforce the plan and discharge.") (internal quotation omitted). Upon transfer to the NDIL, pursuant to NDIL Internal Operating Procedure 15(a) and 28 U.S.C. § 157(a), this matter would likely be automatically referred to the U.S. Bankruptcy Court for the Northern District of Illinois.

2. On the Petition Date, United's employees were covered by one of four defined benefit pension plans: the Pilot Plan, the Flight Attendant Plan, the Ground Plan and the Management, Administrative and Public Contact Employee Plan. *Id.* at 46. Although United had made all required contributions to these pension plans prior to bankruptcy, they were significantly underfunded, and "[a] major impediment to United exiting bankruptcy [was] its pension liability, which total[ed] \$4.5 billion for the next four years." *In re UAL Corp.*, 428 F.3d 677, 680 (7th Cir. 2005).

3. In an attempt to stave off bankruptcy, United had applied to the Air Transportation Stabilization Board (the "ATSB") on June 21, 2002 for a federal loan guarantee.³ *Ex. C.* at 34. The ATSB denied United's application on December 4, 2002, leading the Company to file for Chapter 11 relief days later. *Id.* In denying United's application, the ATSB noted its "concern[] about United's ability to generate sufficient cash flows to meet its pension funding obligations concurrent with other obligations, including repayment of the guaranteed loan." *See Exhibit D (ATSB December 2002 Denial)*. But the ATSB also left open the possibility of an updated application in the future after United restructured its operations. *Id.*

4. After fundamentally restructuring the Company, United again sought loan guarantees from the ATSB in December 2003 based on a business plan that would have preserved each of United's pension plans, including the Pilot Plan. *See Exhibit C* at 46-47. But the ATSB again concluded that United's loan guarantee application was insufficient and issued a final denial of the application in June 2004. *See*

³Congress created the ATSB in the wake of September 11, 2001. Among other powers, the ATSB had the authority to issue \$10 billion in loan guarantees to U.S. airlines. Air Transportation Safety and System Stabilization Act, Pub. L. No. 107-42, §§ 101-02, 115 Stat. 230, 230-32 (2001).

Exhibit E (June 2004 ATSB Final Denial); *see also* Exhibit C at 50. United thus began to reexamine every aspect of its cost structure, including pension obligations, and began to engage its employees, including the Air Line Pilots Association (“ALPA”) on addressing the future of its employees’ defined benefit pension plans.

5. In December 2004, United and ALPA reached an agreement (the “ALPA Agreement”) to modify their collective bargaining agreement (the “ALPA CBA”). In addition to making wage and work-rule concessions, ALPA agreed that it would waive any argument that termination of the Pilot Plan violated the parties’ collective bargaining agreement. *See United Retired Pilots Benefit Protection Ass’n v. United Airlines, Inc. (In re UAL Corp.)*, 443 F.3d 565, 572 (7th Cir. 2006). In exchange, United agreed that if the Pilot Plan was ultimately terminated, United would provide active pilots with, among other things, \$550 million of convertible notes and a defined contribution plan. *Id.* at 568.

6. United’s settlement with ALPA was challenged by multiple parties. Among other parties, a group of retired pilots had coalesced as URPBPA, and had hired the Meckler Bulger, & Tilson law firm to represent them in United’s Chapter 11 case and fight termination of the Pilot Plan. URPBPA included approximately 60% of the same people who are individual plaintiffs in this lawsuit.⁴ On behalf of those individuals, URPBPA challenged and appealed the Bankruptcy Court’s decision approving the ALPA Agreement. On March 31, 2006, the Seventh Circuit affirmed

⁴ Attached as Exhibit F are a series of statements filed in United’s Chapter 11 case by Meckler, Bulger pursuant to Federal Rule of Bankruptcy Procedure 2019, which requires counsel to multiple creditors in bankruptcy cases to identify their clients. For ease of reference, Defendants have highlighted in yellow the creditors represented by URPBPA and Meckler, Bulger in United’s Chapter 11 case who are also plaintiffs in this lawsuit.

the ALPA Agreement over URPBPA's objection, holding that there was no feasible remedy, including compensation for the termination of the Pilot Plan, that a court could now provide these individuals even if the approval was reversed. *UAL Corp.*, 443 F.3d at 572.

7. On December 30, 2004, the PBGC filed a complaint seeking to terminate the Pilot Plan effective December 30, 2004. *PBGC*, 436 F. Supp. 2d at 913. But even prior to that filing, United and the PBGC had begun discussions to resolve their ongoing disputes about United's pension plans. *See Exhibit C* at 57-58. The elephant in the room in those discussions was the Pilot Plan, the most expensive of United's pension plans and the one which most obviously could not be maintained.

8. Those discussions ultimately bore fruit: United and PBGC executed a global settlement (the "PBGC Settlement Agreement") that resolved all of the issues between the parties, including what PBGC would receive for Pilot Plan termination. *See Exhibit A*. Plaintiffs conceded as much in their original complaint in this lawsuit. *See Compl.* (filed December 30, 2010) ¶ 31 ("UAL Corp. and PBGC agreed to distress termination of the Pilot Plan by Agreement dated April 22, 2005 . . .").

9. The PBGC Settlement Agreement executed in 2005 confirmed *exactly* what PBGC would receive from United as a result of plan termination. Those assets included a \$10.3 billion claim against United's estate, \$500 million in senior notes, \$500 million in contingent notes, and \$500 million of preferred stock. *See Exhibit A, Attach. (PBGC Settlement Agreement), ¶¶ 2, 7*. The PBGC also (on behalf of itself and the pension plans) released United and everyone associated from United from

any further liability with respect to the pension plans and provided that PBGC could not under any circumstances receive additional funds due to the termination of any of United's pension plans (including the Pilot Plan). *Id.* ¶ 7(d).

10. On May 10, 2005, the Bankruptcy Court approved the PBGC Settlement Agreement over the objections of many, including URPBPA, which argued that United had sufficient assets to maintain the Pilot Plan. *See* Exhibit A. Appeals of the order approving the PBGC Settlement Agreement failed. *Association of Flight Attendants v. United Air Lines, Inc.*, 333 B.R. 436 (N.D. Ill. 2005), *aff'd* 428 F.3d 677 (7th Cir. 2005). The Bankruptcy Court's approval of the PBGC Settlement Agreement effectively ended United's role with respect to the Pilot Plan. The PBGC had decided to terminate the Pilot Plan, and PBGC and United had agreed on precisely the compensation PBGC would receive from United's estate and on the fact that United would be released from any additional liability—on behalf of PBGC or the Pilot Plan itself. *See* Exhibit A, Attach. A (Settlement Agreement) ¶ 7(d).

11. Indeed, Plaintiffs' original complaint explicitly states in some places, and implies in others, that the Defendants' role with respect to the Pilot Plan ended with the approval of the PBGC Settlement Agreement in May 2005. *See* Compl. (filed December 30, 2010) ¶¶ 31, 45-46, 51-52, 61. It did; no conduct on behalf of United or its Board post-dating 2005 is pled in the Complaint, nor could it be pled. Under the May 2005 PBGC Settlement Agreement, United had no further obligations with respect to the Pilot Plan, including any obligations to provide additional information to PBGC. *See* Exhibit A, Attachment 1.

12. Plaintiffs claim to have served a FOIA request on PBGC seeking information provided PBGC by United in connection with plan termination about one of its affiliates, United Loyalty Services (“ULS”). 2AC, Ex. A-B. Plaintiffs’ unsupported (and unpled) theory is that United must have provided some unidentified data about ULS’s net assets to PBGC at some unknown time between 2006 and 2010, and the data provided must have been false. The reality, of course, is that United provided *nothing* to PBGC after execution of the PBGC Settlement Agreement because its settlement with PBGC eliminated any obligation to provide any additional information and determined the compensation that PBGC would receive in the event United’s pension plans were terminated.

13. On January 20, 2006, the Bankruptcy Court entered an order confirming United’s Plan of Reorganization. *See* Exhibit B. United’s Plan of Reorganization was premised on the PBGC Settlement Agreement and on the termination of all of United’s pension plans—including the Pilot Plan. *See In re UAL*, 468 F.3d at 449.

14. United’s Plan of Reorganization went effective February 1, 2006, resulting in the discharge of more than \$20 billion of debt—held by over 100,000 creditors, including Plaintiffs—and triggering a cascade of literally thousands of transactions and other events that cannot now be unwound. Among other things, United entered into a \$3 billion exit financing facility. *E.g.*, Exhibit C at 76. And United issued (among other things) \$500 million in convertible preferred stock and \$500 million in senior subordinated notes to PBGC, fully satisfying United’s obligations under the PBGC Settlement Agreement. *See* Exhibit C at 25, 77-78.

ARGUMENT

15. This Court has the authority to transfer this proceeding to the NDIL pursuant to either 28 U.S.C. § 1404 or 28 U.S.C. § 1412. Section 1404(a) is the general change of venue statute which gives courts discretion to transfer matters “[f]or the convenience of parties and witnesses” or “in the interests of justice.”

Section 1412 is specific to bankruptcy-related matters, and provides that:

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.

See generally 1 COLLIER ON BANKRUPTCY ¶ 4.05[1] (“Section 1412 of title 28 applies to changes of venue both of (a) cases under title 11 and (b) civil proceedings arising under title 11, or arising in or related to cases under title 11.”)⁵

16. The standards applied to Section 1404⁶ and Section 1412 requests are similar. Section 1404 requires the Court to consider a slate of non-exclusive factors bearing on the private interests of the parties (such as convenience to the parties

⁵ Some courts have held that the general change of venue statute, 28 U.S.C. § 1404(a), applies to cases that are only “related to” a bankruptcy case as opposed to proceedings “under” Title 11. *See, e.g., Searcy v. Knostman*, 155 B.R. 699, 706-707 (S.D. Miss. 1993). But the majority of courts and commentators agree that “28 U.S.C. § 1412 is the applicable statute for determining whether a transfer of proceedings related to the bankruptcy case is appropriate” *In re Harnischfeger Indus., Inc.*, 246 B.R. 421, 435 (Bankr. N.D. Ala. 2000); *see generally* 1 COLLIER ON BANKRUPTCY ¶ 4.05[4][2] (“It has been held by some courts that section 1404(a) is applicable to motions seeking to change the venue of adversary proceedings. Whether this is a supportable result is dubious, at least when section 1404 is considered to be the only applicable section”). In any case, transfer of venue to the Northern District of Illinois is proper in this case under either statute. Both statutes require courts to resolve the venue issue “in the interest of justice” or “for the convenience of the parties.” *See In re Thomson McKinnon Sec., Inc.*, 126 B.R. 833, 834-45 (Bankr. S.D.N.Y. 1991) (“The criteria under either 28 U.S.C § 1404(a) or 28 U.S.C. § 1412 are the same.”). As discussed *infra*, both of these factors weigh decisively in favor of a transfer.

⁶ Section 1404 transfers also include the threshold question of whether the action “might have been brought” in the proposed transferee district. This case should not have been brought anywhere, but could certainly have been filed in the NDIL, where United resides and where the alleged fraud purportedly took place. *See* 2AC ¶ 33 (alleging that venue of this case could have been brought “where the violation took place” or “where a defendant resides or may be found”).

and witnesses) and the public interests served by transfer (such as efficiency and judicial economy). See *Onyeneho v. Allstate Ins. Co.*, 466 F. Supp. 2d 1, 3 (D.D.C. 2006); *Bergman v. U.S. Dep't of Transp.*, 710 F. Supp. 2d 65, 72 (D.D.C. 2010).

Section 1412 similarly provides “a proceeding is subject to transfer upon a sufficient showing that either the interest of justice or the convenience of the parties is met.” *In re Northfield Labs., Inc.*, Bankr. No. 09-11924, 2010 WL 3417229, at *6 (Bankr. D. Del. Aug. 27, 2010). Applying those factors to the situation at bar, there is no serious doubt that transfer is appropriate.

Private Interest Factors/Convenience

17. The convenience of the parties prongs of Sections 1404 and 1412 are similar. Courts consider: (a) the location of the parties; (b) the ease of access to the necessary proof; (c) the convenience of the witness and the parties and their relative physical and financial condition; (d) where the claim arose; and (e) the availability of the subpoena power for unwilling witnesses; and (3) the expense related to obtaining witnesses. *Bergman*, 710 F. Supp. 2d at 72; *TIG Ins. Co. v. Smokler*, 264 B.R. 661, 668 (Bankr. C.D. Cal. 2001). These factors strongly counsel in favor of a transfer.

18. **First**, Defendants United Airlines Corporation⁷ and United Loyalty Services are both headquartered in the NDIL, and the other defendants are former board members of UAL Corporation. All of the underlying conduct would have occurred in and around the NDIL as part of United’s bankruptcy case. See, e.g., 2AC ¶¶ 5, 39-40, 48 (describing the purported scheme to defraud).

⁷ “United Airlines Corporation,” named the lead defendant in the case caption for Plaintiffs’ Second Amended Complaint, does not exist. Defendants assume that Plaintiffs are referring to UAL Corporation, n/k/a United Continental Holdings, Inc.

19. **Second**, the lead Plaintiff, “United Pilots for Justice, Inc.” is a Delaware corporation with its primary place of business in Florida. 2AC ¶ 26. There are more than 700 individual plaintiffs, and according to the addresses listed on the Second Amended Complaint, 39 individual Plaintiffs live in Illinois and only 1 individual Plaintiff lives in the District of Columbia

20. **Third, all** of the individual Plaintiffs were creditors in United’s Chapter 11 case in the NDIL, and most of them actually participated in both United’s bankruptcy case in general and the Pilot Plan proceedings in particular. Plaintiffs are clearly familiar with the NDIL forum, and the respective courts would thus be familiar for and with these Plaintiffs. All told, the “private factors” and the “convenience” of the parties strongly favor transfer to the NDIL.

Public Interest Factors/Interests of Justice

21. Factors relating to the **forum** are even more heavily weighted toward Illinois. As these Plaintiffs are well aware, the NDIL has invested substantial resources and managing and resolving cases involving the same issues and many of the same parties that are present here. In particular, the Bankruptcy Court, NDIL, and Seventh Circuit have issued a litany of opinions relating to the Pilot Plan, its termination, and the impact of termination on plan participants. *E.g., In re UAL Corp.*, 428 F.3d at 679; *PBGC*, 436 F. Supp. 2d at 910; *In re UAL Corp.*, 443 F.3d at 572; *Ass’t of Flight Attendants*, 333 B.R. 436.

22. The substantial investment made by the NDIL in United’s bankruptcy in general, and the Pilot Plan’s termination in particular, are critical to the applicable legal standard. Under Section 1404(a), for example, the Court should consider the

fact that this lawsuit is a collateral attack on prior proceedings in the NDIL. Even if Plaintiffs were to dispute this point (and it is hard to see a plausible dispute on the merits), this argument should be addressed by the courts that heard the prior matters. *See, e.g., Sapp v. FirstFitness Int'l*, No. 5:09-CV-048, 2009 WL 2997624, *4 (M.D. Ga. Sept. 16, 2009) (because there were question of “claim preclusion, res judicata” . . . “[t]he interests of justice would be better served by transferring this case to the court most familiar with the previous litigation”); *United States v. Burns*, No. 5:08CV3, 2008 WL 5263743, *3 (N.D.W.Va. Dec. 8, 2008) (ruling that a case should be transferred “because the issues arising in the complaint filed here have already been before the Western District of Kentucky” and “issues of res judicata . . . can be best addressed” there).

23. Similarly, with respect to the “interest of justice” prong of Section 1412, courts consider:

[i] the location of the pending bankruptcy[;] [ii] whether the transfer would promote the economic and efficient administration of the bankruptcy estate; [iii] whether the interests of judicial economy would be served by the transfer; [iv] whether the parties would be able to receive a fair trial in each of the possible venues; [v] whether either forum has an interest in having the controversy decided within its borders; [vi] whether the enforceability of any judgment obtained would be affected by the transfer; and [vii] whether the plaintiff’s original choice of forum should be disturbed.

TIG, 264 B.R. at 668. “[T]he most important factor to consider in deciding whether to transfer the proceeding is the impact that the transfer would have on the economic and efficient administration of the estate.” *HH1, LLC v. Lo’r Decks at Calico Jacks, LLC*, No. 10-02004, 2010 WL 1009235, at *6 (Bankr. M.D.N.C. Mar 18, 2010).

24. Because economic and efficient administration of a civil case related to a bankruptcy are so often better served by transferring to the court of the bankruptcy, courts have created the so-called “home court” presumption, which holds that cases that are “related to” a Title 11 case generally should be tried in the “home court” where the bankruptcy is pending. *See id.* (citing *In re Bruno’s, Inc.*, 227 B.R. 311, 326 (Bankr. N.D. Ala. 1998)). A civil action is “related to” a Title 11 proceeding when the action “could conceivably affect the implementation or consummation of the confirmed plan [of reorganization].” *See, e.g., Binder v. PriceWaterhouse & Co.*, 372 F.3d 154, 166 n.9 (3d Cir. 2004) (collecting cases).

25. Here, Plaintiffs’ allegations against Defendants fall squarely within the home court presumption. Plaintiffs’ claims are a collateral attack on the confirmed United plan, which was premised on a settlement of all Pilot Plan issues with the PBGC and the termination of the Pilot Plan. *See In re UAL Corp. (Pilots’ Pension Plan Termination)*, 468 F.3d 444, 451 (7th Cir. 2006) (recounting the procedural history of challenges to the termination of United’s pension plan and to United’s plan of reorganization and stating that confirmation of the plan of reorganization “ends any possibility of resurrecting this pension plan”); *see In re UAL Corp.*, 468 F.3d at 459-60 (summarizing the plan of reorganization’s detailed handling of the termination of the pension plan and payments to pilots). Further, Plaintiffs’ allegations about that pension plan are based on conduct that occurred prior to United’s confirmation, which “discharge[d] the debtor from any debt that arose before the date of such confirmation.” 11 U.S.C. § 1141(d)(1)(A).

26. No district court in the country is more familiar with the issues and law pertaining to the termination of the Pilot Plan, United's plan of reorganization, and the relationship between the two than the NDIL. That court is uniquely qualified to and has a vested interest in adjudicating Plaintiffs' allegations. Bankruptcy Judge Wedoff of the Northern District of Illinois has presided over and issued opinions in more than twenty actions involving United and its plan of reorganization. The pension plan that is the subject of this case was terminated by Judge Lefkow of the Northern District of Illinois after extensive litigation, and Judge Lefkow based her ruling in large part upon Judge Wedoff's proposed findings of fact and conclusions of law. *See PBGC*, 436 F. Supp. 2d at 925. This action requires interpretation and enforcement of Judge Wedoff's and Judge Lefkow's orders, and the Northern District of Illinois is clearly in the best position to accomplish that successfully. *See, e.g., Matter of Chicago, Milwaukee, St. Paul & Pac. R.R. Co.*, 6 F.3d 1184, 1194 (7th Cir. 1993); *see generally Edge Petroleum Operating Co., Inc. v. Duke Energy Trading & Mktg., LLC*, 311 B.R. 740, 745 (S.D. Tex. 2003) ("Keeping all disputes regarding the same or related transactions in the same district where the judge is already familiar with the parties and the events increases efficiency . . . [T]he amount of duplicated effort on the part of the parties and the judiciary [is] decreased . . ."). Transfer of this matter to Illinois would promote the interest of justice by preserving judicial economy and preventing what otherwise would be inevitable waste.

27. By contrast, while the reasons for transfer to the NDIL are overwhelming, Plaintiffs' choice of forum is not entitled to deference since it appears that the Plaintiffs are forum shopping in a deliberate effort to avoid the NDIL—where they have already lost multiple times. *See In re Centennial Coal, Inc.*, 282 B.R. 140, 144-45 (Bankr. D. Del. 2002) (noting that a Plaintiff's choice of venue should not be given much weight when the venue "has no direct relation to the operative, underlying facts of the proceeding"); *In re Éclair Bakery Ltd.*, 255 B.R. 121, 132 (Bankr. S.D.N.Y. 2000) (granting transfer of action to Eastern District of New York to prevent forum shopping where (1) debtor was located in the Eastern District and (2) prior cases with the respect to the debtor were filed in the Eastern District).

CONCLUSION

WHEREFORE, the Defendants respectfully request that this Court enter an Order transferring this matter to the United States District Court for the Northern District of Illinois, and granting such other relief as is just and proper.

LOCAL RULE 7(M) CERTIFICATION

On June 3, 2011, counsel for Defendants conferred with counsel for the Plaintiffs regarding the relief requested in Defendants' Motion to Transfer and Plaintiffs have stated that they oppose the requested relief.

Washington, DC
Dated: June 7, 2011

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that the foregoing document and its attachments were served through the Court's electronic filing system and by overnight mail on June 7, 2011, upon:

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