**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**
**COUNTY DEPARTMENT, CHANCERY DIVISION**

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| AMERICAN AIRLINES, INC., | ) | |
| Plaintiff, | ) | Case No. 2025 CH 07402 |
| v. | ) | Motion for Prelminary Injunction |
| THE CITY OF CHICAGO, | ) | Calendar 1 |
| Defendant, | ) | Hon. Thaddeus L. Wilson<br>Judge Presiding |
| UNITED AIRLINES, INC., | ) | |
| Defendant. | ) | |

**ORDER**

THIS MATTER comes before the Court on Plaintiff American Airlines, Inc.'s ("American") Motion for Preliminary Injunction. American seeks to enjoin Defendant City of Chicago ("City") from implementing a gate space redetermination under the 2018 Airline Use and Lease Agreement ("AULA") that would reallocate four of American's gates effective October 1, 2025. United Airlines, Inc. ("United") joins in with the City, asserting its interests as a beneficiary of the proposed reallocation. Having reviewed the parties' pleadings, the evidentiary record, and the testimony presented at the hearing,

**THE COURT HEREBY FINDS**[1]:

## I. Factual Background

[1] The parties all agree that the findings of the Court herein are not intended to be the law of the case, and thus are not binding on the ultimate trier of fact in deciding the case on the merits. Generally, interlocutory orders that do not dispose of the entire controversy between the parties do not constitute the law of the case. *Ericksen v. Vill. of Willow Springs*, 279 Ill. App. 3d 210, 214-15 (1995). However, where an interlocutory order addresses the merits of the case, it may constitute the law of the case. *Strata Mktg., Inc. v. Murphy*, 317 Ill. App. 3d 1054, 1058-59 (2000). The findings in this Order are not intended by this Court to be the law of the case and are not intended to be binding on this Court or the ultimate trier of fact in deciding this controversey on the merits.

To understand the claims at issue, it is helpful to review the events that led to this litigation. These events began with a series of negotiations between the City and its airline partners as they worked toward executing the AULA, an agreement designed to guide the modernization and long-term governance of Chicago O'Hare International Airport ("O'Hare"). These efforts culminated in the 2018 execution of the AULA, a landmark agreement between the City and forty-eight participating airlines, including American and United.[2]

The AULA contemplates an $8.5 billion capital redevelopment program, touted as one of the most ambitious in the airport's history, and includes the Terminal Area Plan ("TAP"), which focuses on the redevelopment and expansion of O'Hare's terminal facilities.[3] More broadly speaking, the AULA governs the use, operation, and development of the airport, including the allocation of terminal space and the financial obligations of signatory airlines to support O'Hare's infrastructure throughout the life of the lease agreement.

The City's negotiations with American and United were of particular importance given their status as the dominant hub carriers at O'Hare. As an international dual-hub airport, O'Hare serves as a major base of operations for both American and United. At the time, the City preferred to have the support of both of these carriers in advancing the proposed AULA (Hr'g Tr. 816:1–5, Sept. 19, 2025).

Rather than assigning specific gates to individual airlines, the AULA allocates terminal area as either (1) Common Use space, controlled by the City; or (2) Preferential Use space, allocated for a signatory airline's primary use. Allocations are measured in Linear Frontage—an

[2] The AULA was finalized in 2018 and executed separately by each airline and the City, with all agreements containing identical terms.

[3] *See* City of Chicago, Mayor Emanuel and Airlines Sign Historic $8.5 Billion Agreement to Transform Chicago O'Hare International Airport (March 28, 2018), https://www.chicago.gov/city/en/depts/mayor/press_room/press_releases/2018/march/OHare_Airport_Airlines_Agreement.html.

imaginary line extending 100 feet from the exterior wall of the terminal, used as a proxy to quantify terminal and gate area. *See* AULA § 1.1. The AULA also includes three exhibits that designate Linear Frontage allocations at defined airport development milestones: (1) Exhibit D-1.1 (at the AULA's effective date); (2) Exhibit D-1.2 (after completion of the Concourse L five-gate expansion); and (3) Exhibit D-1.3 (following the Terminal 5 expansion and Delta's relocation).

To account for operational changes and growth, the AULA provides for an annual redetermination of gate space beginning in 2021. *See* AULA § 5.3.1. In each cycle, the City may first reserve a portion of the total available Linear Frontage as Common Use space. The remaining frontage is then allocated to airlines based on their share of scheduled departures from O'Hare in the prior calendar year. *See* AULA § 5.4.1(a).[4] Any airline or the City may request a redetermination on an annual basis. *See* AULA § 5.4.1.

The AULA also provides for a pause in annual redeterminations following completion of two major capital projects: the Terminal 5 expansion ("T-5 Extension"), which added ten new gates to terminal 5; and Delta's relocation from Terminal 2 to Terminal 5, which freed up eight gates in Terminal 2. *See* AULA § 5.3.2. After these two conditions are met, a twelve-month 'Gate Space Ramp-Up Period' (hereinafter, "Ramp-Up Period") begins, during which the City must implement the Linear Frontage allocations described in Exhibit D-1.3. *See* AULA § 5.2.4. Redetermination then resumes on the next April 1 following the end of the Ramp-Up Period. *See* AULA § 5.3.2

[4] This redetermination mechanism is designed to promote fair competition: airlines that increase their operations at O'Hare may gain additional preferential space in future years, while those with reduced activity may see a decrease in allocation. *See* AULA § 5.3.1.

In the lead-up to the AULA's execution, American prioritized securing a share of the eight gates expected to be freed in Terminal 2 after Delta's move, aiming to narrow the existing "gate gap"[5] between American and United. However, on February 15, 2018, the City informed American that five of those gates would be assigned to United.[6]

In response, American withdrew its support for the AULA[7] but proposed a compromise: the City would expedite construction of three new gates along the north side of the L-Stinger (the "L-Stinger Expansion Gates" or "L-Stinger Gates"), designate those gates to American's Preferential Use, and delay any redetermination for at least one year after those gates became operational and after Delta relocated. American's goal was to ensure these three gates were fully operational in time to be included in any redetermination calculation, thereby avoiding a scenario in which United would gain an advantage from its five newly allocated gates.

The City and American ultimately reached a deal under which the three L-Stinger Gates—depicted as Linear Frontage—would be designated Common Use, but, given their location, were expected to be allocated to American. Once operational, American would likely have use of the gates for twelve months before redetermination began. However, the City always made clear that such use was not guaranteed. Because this compromise was reached on March 14, 2018 (the day before it was to be considered by the Aviation Committee of the City Council), it was depicted by a white box with a green stipe in a late revision to Exhibit D-1.3; the AULA's

[5] Refers to the number of allocated gates between American and United. Prior to the AULA negotiations, United controlled 83 gates at O'Hare compared to American's 66, resulting in a 17-gate gap. This disparity was a significant concern for American, as greater gate access enables an airline to operate more flights and enhance its competitive position.

[6] It is the City's and United's position that United should receive these five gates because American previously received five gates in 2016.

[7] American contends it was surprised and harmed by the City's decision, as O'Hare's value as a dual-hub airport depended on maintaining competitive balance between its two largest carriers. In American's view, assigning five of the eight available gates to United not only widened an already significant gate gap, but also signaled favoritism toward United.

text was not otherwise amended. The AULA was executed on March 15, 2018 pursuant to City Council authorization.

On February 3, 2025, the City notified the airlines that United had requested redetermination of preferential use gate space. The City then issued an initial redetermination on April 1, 2025, and a final redetermination on May 30, 2025, with relocation scheduled to take effect on October 1, 2025. The final determination included the reassignment of four gates previously allocated to American. In the present motion, American seeks to enjoin implementation of the redetermination and maintain the gate assignments reflected in Exhibit D-1.3 of the AULA, contending that the City's actions violate the AULA and threaten to cause irreparable harm to its operations.

On July 16, 2025, American initiated this action by filing a three-count Complaint seeking injunctive relief, declaratory relief, and damages. The following day, on July 17, 2025, American filed the instant Motion for Preliminary Injunction and a Motion for Expedited Discovery. Pursuant to this Court's July 28, 2025, Order, the Court set an expedited discovery schedule and an evidentiary hearing date. In advance of that hearing, on September 10, 2025, the City filed its Motion in Limine to exclude parol evidence relating to any prior or contemporaneous oral agreements, arguing that the AULA contains a valid integration clause. This motion was joined by United. On September 15, 2025, the Court denied the City's motion without prejudice and indicated that the issue would be taken up with the hearing. The evidentiary hearing then commenced on September 16, 2025, and continued over several days.

## II. Legal Standard

The purpose of a preliminary injunction is to preserve the status quo pending a decision on the merits of a cause. It is an extraordinary remedy which should apply only in situations

where an extreme emergency exists and serious harm would result if the injunction is not issued. A party seeking a preliminary injunction must establish that: (1) a clearly ascertained right in need of protection exists; (2) irreparable harm will occur without the injunction; (3) there is no adequate remedy at law for the injury; and (4) there is a likelihood of success on the merits. *Beahringer v. Page*, 204 Ill. 2d 363, 379 (Ill. 2003). The decision to grant or deny a preliminary injunction is within the sound discretion of the trial court. *Nickels v. Burnett*, 343 Ill. App. 3d 654, 662 (2nd Dist. 2003).

Additionally, the Court considers whether the benefits of a preliminary injunction would exceed any hardship it would cause. *Liberty Corp v. Mazur*, 357 Ill. App. 3d 265, 287. It also considers the public interests involved. *JL Props. Grp. B, LLC v. Pritzker*, 2021 IL App (3d) 200305, ¶ 57.

## III. Analysis

### A. The City's Motion in Limine

As a preliminary matter, the Court follows up on the City's Motion in Limine, which was previously denied without prejudice on September 15, 2025. The Court denied the motion without prejudice, due to the complexity of the matters presented and the short period of time in advance of the evidentiary hearing. The Court deferred its ultimate ruling regarding the contested parol evidence until the record could be more fully developed at hearing.

On the eve of presenting the landmark AULA to the Aviation Subcommittee and the full City Council for approval, the City of Chicago brokered a side agreement with American. Under this agreement, the City designated three gates—identified as Linear Frontage— along the north

side of the L-Stinger as Common Use gates. Given their location, American expected to receive the primary benefit of those gates, though it was not granted Preferential Use or guaranteed use thereof. As a further part of that deal, the City and American agreed that the Ramp-Up Period and redetermination would not begin until twelve months after three conditions were met: (1) completion of the Terminal 5 Extension; (2) Delta's relocation to Terminal 5; and (3) the three L-Stinger Gates becoming operational. For purposes of this motion, that much—the Court has no doubt—was the deal. The individuals who brokered that arrangement on behalf of the City likely did not appreciate the impossibility of the City's performance, but that was the deal made. But that is not the question before the Court. The question is whether that deal made it into the final AULA approved by the City Council.

The AULA Section 18.5 puts forth an integration clause, which bars the admission of parol evidence to vary or supplement its terms.[8] The Court therefore must give effect to the terms of the AULA *as written*. *See Midway Park Saver v. Sarco Putty Co.*, 2012 IL App (1st) 110849, ¶ 13 ("[i]n contract interpretation, the primary goal is to give effect to the parties' intent by interpreting the contract as a whole and applying the plain and ordinary meaning to unambiguous terms."). However, if the language is reasonably susceptible to more than one interpretation, it is ambiguous, and extrinsic evidence may be considered. *Thompson v. Gordon*, 241 Ill. 2d 428, 944 (2011).

The last-minute revision to Exhibit D-1.3 which representatives for American and the City believed reflected their compromise, amounted to including a white box with a green stripe

[8] The AULA, Section 18.5, states that, "this Agreement shall be the final expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever [. . .] may be introduced in any judicial, administrative or other legal proceeding involving this Agreement." AULA § 18.5.

marking the three L-Stinger Gates as Common-Use. Related language referencing the Ramp-Up Period was also added to Section 5.2.4. The question before the Court is whether these revisions, on their face, are sufficiently clear and unambiguous to be given effect without resorting to parol evidence. That is, can the Court interpret and enforce the terms as written, within the four corners of the AULA, consistent with its integration clause. *See Air Safety, Inc. v. Tchrs. Realty Corp.*, 185 Ill. 2d 457, 462 (1999) ("if the language of [a written] contract is facially unambiguous, then the contract is interpreted [***] as a matter of law without the use of parol evidence.").

American's breach of contract claim in this case hinges on the interpretation of AULA Sections 5.2.4[9] and 5.3.2.[10] By Section 5.2.4's plain terms, the Ramp-up Period is triggered by the completion of the T-5 Extension and the relocation of a Long-Term Signatory Airline to Terminal 5. Once those two triggers occur, the City must ("shall") allocate Linear Frontage in accordance with Exhibit D-1.3, and the Ramp-up Period begins. Because the Ramp-Up Period's twelve-month freeze of Linear Frontage allocations could come into conflict with the annual redeterminations of Gate Space, Section 5.3.2 clarifies that redeterminations are paused during the Ramp-up Period.

The parties agree that the first two conditions set forth in Section 5.2.4 of the AULA have been met: (1) the construction of the Terminal 5 Extension and (2) the relocation of a Long-Term

[9] Section 5.2.4 states: "Upon the completion of the T-5 Extension and the relocation from the Main Terminal to Terminal 5 of one or more Long-Term Signatory Airlines ("Relocating Airlines"), the City shall allocate Linear Frontage in accordance with Exhibit D-1.3 with such assignments to remain in place for a period of at least twelve (12) months ("Gate Space Ramp-up Period")." AULA § 5.2.4.

[10] Section 5.3.2 states: "Upon the completion of the T-5 Extension and the relocation from the Main Terminal to Terminal 5 of one or more Long-Term Signatory Airlines, the City shall cease the annual redetermination of Gate Space currently in process, if any, and shall not initiate the next annual redetermination of Gate Space until April 1 of the year following the end of the Gate Space Ramp-up Period, as defined in Section 5.2.4." AULA § 5.3.2.

Signatory Airline. The dispute centers on the third condition—whether the City timely allocated Linear Frontage in accordance with Exhibit D-1.3.

American argues that this allocation, which was required to occur promptly after the first two conditions, did not take place until March 2025, when the final L-Stinger gate became operational. Therefore, American maintains that the Ramp-Up Period could not have begun in 2023. Instead, it began on March 14, 2025, and would run through March 14, 2026. Under this timeline, gate redetermination could not begin until April 1, 2027. As such, American contends that the City's attempt to resume redetermination on April 1, 2025, was premature.

The City and United take a different view. They argue that the Terminal 5 Projects were completed by December 2023, which triggered the pause in redetermination under Section 5.3.2. According to them, the City allocated the required Linear Frontage at that time in accordance with Exhibit D-1.3, thereby initiating the Ramp-Up Period in December 2023. On this reading, the Ramp-Up Period concluded in December 2024, making redetermination in 2025 timely and appropriate.

In interpreting the significance and meaning of the white box with green stripe added to Exhibit D-1.3, the Court must treat it like every other white box with green stripe denoting Common Use Linear Frontage. *See Klemp v. Hergott Grp., Inc.*, 267 Ill. App. 3d 574, 641 N.E.2d 957 (1994) (a party's subjective intent at the time of contract formation is irrelevant; interpretation turns on the agreement's objective language and consistent application).[11]

[11] American's reliance on the implementation of the white box with green stripe reflecting the compromise in Exhibit D-1.3 as indicating a uniquely treated allocation is unavailing. The legend indicates that any white box with green stripe on Exhibit 1.3-D denotes Common Domestic Linear Frontage. The Court therefore must treat every white box and green line the same and cannot confer any special treatment to some and not others. While the parties may have reached a compromise regarding the L-Stinger Gates, that compromise was not ultimately incorporated into the AULA. A compromise, no matter how real or well-intentioned, does not become binding unless memorialized in the contract. Here, it was not. American cannot now retroactively import new meaning into the graphic simply by asserting that it reflects a unique treatment. To do so would be to rewrite the agreement rather than interpret it.

American urges the Court to read Section 5.2.4 as requiring that the L-Stinger Expansion Gates be not only constructed but also fully operational and allocated before the Ramp-Up Period can begin. However, the plain language of the AULA contains no such requirement. The contract does not state that the L-Stinger Gates, or any specific gates for that matter, must exist or be operational before redetermination may proceed. Rather, Section 5.2.4 provides that the allocation of Linear Frontage in accordance with Exhibit D-1.3 is triggered by the completion of two specific projects: the Terminal 5 Extension and the relocation of a Long-Term Signatory Airline. Once complete, the Ramp-Up Period beings. The Court will not read into the contract language that could have been, but was not, included by the drafters. *See Dustman v. Advocate Aurora Health, Inc.*, 2021 IL App (4th) 210157, ¶ 54.

American further argues that because the visual amendment to Exhibit D-1.3 and its accompanying legend (indicating specific footage allocations for Preferential Use and Common Use) were not fully realized until March 2025, the City failed to fully allocate Linear Frontage properly by the end of 2023. According to American, the City received less than its full share of Linear Frontage (namely, Domestic Common Use Frontage) due to the incomplete L-Stinger construction, and therefore redetermination could not have been triggered.

The Court finds this interpretation unpersuasive and inconsistent with the overall intent and purpose of the AULA. Again, the Court's task is to give effect to the parties' intent by interpreting the contract as written. *See Midway Park Saver*, 2012 IL App (1st) 110849, ¶ 13. Here, the parties clearly agreed that the Ramp-Up Period would begin once two specific construction projects were completed and Linear Frontage was allocated. They did not require that every future gate be fully built or operational, nor that the allocation of Linear Frontage perfectly match the measurements in Exhibit D-1.3. To adopt such a reading would impose a

condition not found in the text and lead to results the drafters could not have intended. *See Sweet Berry Café, Inc. v. Soc'y Ins., Inc.*, 2022 IL App (2d) 210088, ¶ 34 (court will not interpret agreement in a manner that leads to absurd results).[12]

Adopting American's interpretation would effectively paralyze redetermination by tying it to the completion of every future construction phase. But redetermination was added to the AULA to promote competition and efficient gate use, not to allow indefinite delay. If the parties intended to condition redetermination on completion of the L-Stinger Gates or other specific facilities, they could have said so. Their failure to do so is telling. *See Dustman v. Advocate Aurora Health, Inc.*, 2021 IL App (4th) 210157, ¶ 54 (courts will not add language that easily could have been included).

In addition, American's proposed timeline, under which the Ramp-Up Period begins in March 2025 following completion of the final L-Stinger Gate, is inconsistent with its own reading of the AULA. Again, American contends that Linear Frontage must be allocated exactly as depicted in Exhibit D-1.3. That interpretation is untenable. The conditions at O'Hare have changed significantly since the AULA's execution, and Exhibit D-1.3 no longer reflects the current terminal layout due to the passage of time, ongoing construction, and airline relocations. Notably, the drafters of the AULA appear to have anticipated such developments. Article 5 of the AULA expressly contemplates future expansion projects (*e.g.*, TAP) and, in doing so, abandoned the rigid concept of exclusive-use gates. Instead, the AULA adopted a more flexible approach by implementing Preferential and Common Use gate allocations, allowing the City to

[12] American's interpretation would also frustrate the purpose of Section 5.2.4 by making the two express triggering conditions subject to an undefined and extrinsic contingency (the Linear Frontage allocation). This would improperly render the enumerated terms subordinate to a condition found nowhere in the agreement. *See W. Bend Mut. Ins. Co. v. DJW–Ridgeway Bldg. Consultants, Inc.*, 2015 IL App (2d) 140441, ¶ 38 (the enumeration of certain things is to the exclusion of others).

reassign gates as needed to accommodate construction and operational demands. *See e.g.*, AULA § 5.2.1 ("[a]irline acknowledges and agrees that, in accordance with this Agreement, the City must, among other factors, balance the need for Common Use Gate Space to provide opportunities for new entry, expansion of incumbent Passenger Carriers flight activity and operational flexibility, with the desires of Passenger Carriers for Preferential Use Gate Space.").

Accordingly, Section 5.2.4 does not require a precise Linear Frontage allocation with Exhibit D-1.3. Rather, it requires that the amount of frontage be "allocated in accordance with" that exhibit—a standard that, by its plain meaning, permits good-faith apportionment consistent with the general layout of the exhibit. To require an exact duplication would be inconsistent not only with the contract's intent but also with the very definition of the term "allocation," which is defined as "[a] designation or apportionment for a specific purpose" ALLOCATION, Black's Law Dictionary (12th ed. 2024). The particular purpose here being to ensure the City can delegate Common Use gates in a flexible manner to address anticipated growth and expansion of operations at O'Hare.

Thus, the notion that the Ramp-Up Period began in March 2025 is unpersuasive.[13] It is not possible for Linear Frontage to be allocated exactly as depicted in Exhibit D-1.3 at that time, or at any future time, because ongoing construction has rendered certain gates permanently inoperable. The Court is obligated to interpret the AULA as a whole, not in isolation, and must apply its terms consistently throughout the agreement. *Thompson*, 241 Ill. 2d at 441 ("[a] contract must be construed as a whole, viewing each provision in light of the other provisions."). American's interpretation would, in effect, only allow for allocation when all construction is complete, which is diametrically opposed from the AULA's purpose of promoting phased

[13] It appears American may have abandoned this position during closing arguments.

expansion at O'Hare. Requiring such would very likely cause the impossibility of the City to perform.

Moreover, American's claim fails for an independently sufficient reason: it lacks a contractual right to the L-Stinger Gates at issue. The AULA designates those gates as Common Use, not Preferential Use, and therefore allocates them to the City's discretion, not to any specific carrier. Even if construction of the L-Stinger Gates were deemed a precondition to Linear Frontage allocation, American had no contractual entitlement to those gates in the first place. *See* AULA § 5.2.1 ("Airline further acknowledges that Airline has no right to demand that the City convert Common Use Gate Space into Preferential Use Gate Space and assign it to Airline.").

The Court grants American the fact that there was an informal understanding that it would likely receive access to the L-Stinger Gates upon completion, but such expectations do not alter the terms of the contract. The AULA does not allocate those gates to American or any other specific airline; rather, they remain subject to the City's discretion for Common Use. Under a plain reading of the AULA, it was the City—not American—that bore the loss of Linear Frontage during the relevant allocation, particularly since American ultimately received more Linear Frontage than initially contemplated following the completion of the two projects.

American's attempt to assert a breach of contract based on the City receiving less frontage is therefore untenable. American did not lose any contractual right to the L-Stinger Gates because it never had one; at most, it lost a potential opportunity to use those gates, a theory of contract damages unavailable to American here. That opportunity was available to all carriers, as the AULA permits the City to assign Common Use space—including the L-Stinger Gates—to any airline or retain it for its own purposes. While American places significant weight on the fact

that, given the location, it is the only airline that could reasonably use that Linear Frontage for gates, this overlooks the reality that the City could have assigned the L-Stinger Gates to another carrier or repurposed the space for storage of boxes, equipment, or furniture.

Accordingly, the City's Motion in Limine to Exclude Parol Evidence is granted. Because the AULA is unambiguous, all extrinsic evidence suggesting a prior or contemporaneous oral agreement is inadmissible and will not be considered.

**B. American Airline Inc.'s Motion for Preliminary Injunction**

**1. Ascertainable Right**

The Court finds that American has established a clearly ascertainable right sufficient to support preliminary injunctive relief. To have standing to seek an injunction, the plaintiff must establish a certain and clearly ascertained right or interest that needs protection. *See Mohanty v. St. John Heart Clinic, S.C.*, 225 Ill. 2d 52, 62 (2006). The party need establish only a *prima facie* case that there is a fair question as to the existence of the right claimed and the need for protection. *The Agency, Inc. v. Grove*, 362 Ill. App. 3d 206, 214 (2005). Here, American raises a fair question as to whether it has a protectable interest in the AULA, as an undisputed signatory to the agreement executed between the City and numerous participating airlines. That interest includes its right to ensure the proper execution of the agreement and the continued use of its gates under the AULA—a real property interest. Thus, the City's planned redetermination presents a genuine dispute as to whether its actions conform to the AULA's express terms. Clearly, ascertainable right is not synonymous with likelihood of success.

**2. Likelihood of Success**

As previously discussed *supra*, Section III(A), American has not adequately shown it is likely to succeed on the merits of its breach of contract claim that the City breached the AULA

by conducting a gate space redetermination in 2025. The plain language of the AULA supports the interpretation advanced by the City and United: the Gate Space Ramp-Up Period was triggered by the end of 2023, authorizing the City to proceed with the 2025 redetermination under Sections 5.2.4 and 5.3.2. American's contrary interpretation is inconsistent with the contract's text and relies on inadmissible parol evidence.

**3. Adequate Remedy at Law/Irreparable Harm**

Even if this Court found a likelihood of success on the merits, American has not shown that it will suffer irreparable harm from redetermination moving forward on October 1, 2025, for which there is no adequate remedy at law. American has not shown that it will have to cancel flights if redetermination proceeds on October 1, 2025, which weighs heavily against issuing a preliminary injunction. *See Southwest Airlines Co. v. City of San Antonio*, 752 F. Supp. 3d 635, 646 (W.D. Tex. 2024) (denying motion to enjoin City from excluding airline from new terminal because "[n]o one appears to be canceling flights based on this action").

American's other alleged harms are equally non-existent or speculative, as American has not pointed to evidence establishing a reliable connection between those harms (*e.g.*, harm to reputation, goodwill, or customer loyalty) and the potential flights affected by redetermination. *See Smith Oil Corp. v. Viking Chem. Co.*, 127 Ill. App. 3d 423, 431-32 (2d Dist. 1984) ("The requirement of the showing of imminent injury is not satisfied by proof of a speculative possibility of injury and such relief will not be granted to allay unfounded fears or misapprehensions.") (internal citations omitted). American also has failed to show any harms it would suffer are not quantifiable using standard forecasting and other tools in the airline industry and methods of quantifying damages in litigation. *See Lake in the Hills Aviation Grp., Inc. v. Vill. of Lake in the Hills*, 298 Ill. App. 3d 175, 198 (2d Dist. 1998) (rejecting argument that "a monetary remedy would

be speculative because of the difficulty in calculating future lost profits" because a court may take into account "increased demand for hangar space and use of the airport's other facilities").

American's allegations of harm are significantly undercut by its substantial delay in seeking relief, both when it learned the City disagreed with its position and after redetermination was announced. *See Schlicksup Drug Co. v. Schlicksup*, 129 Ill. App. 2d 181, 188 (3d Dist. 1970) (A party's delay in seeking relief "raises a question as to the need for the preliminary injunction."); *Elec. Design & Mfg. Inc. v. Konopka*, 272 Ill. App. 3d 410, 417 (1st Dist. 1995) ("The absence of an extreme emergency in this case fails to justify the court's order of a mandatory preliminary injunction, especially where the conduct which led to the purported termination of the contract occurred in 1992 and the preliminary injunction was not sought until 1994.").

American has not shown that the granting of temporary relief outweighs any possible injury which United and the City will suffer, having planned for redetermination to move forward on October 1, 2025. United has been planning its schedule for months with the understanding that redetermination will move forward. Halting redetermination thus will have severe consequences for United's passengers and its business operations. Likewise, the City has invested millions of dollars and thousands of hours of work into implementing the planned redetermination on October 1, 2025. Even if the Court were to credit American's interpretation of the AULA, it is simply not possible to grant the requested relief by reverting O'Hare's current layout to the configuration depicted in Exhibit D-1.3 at the time the AULA was executed. As the current layout has since changed permanently due to ongoing construction. The balancing of hardships therefore weighs strongly against granting American's requested relief.

## IV. Conclusion

Based on the above discussion, even if the Court were to consider the contested parol evidence and find a likelihood of success on the merits, American has not demonstrated that it lacks an adequate remedy at law or that it faces irreparable harm. The alleged injuries are speculative and overstated. Moreover, the current status quo, in which redetermination is scheduled to proceed on October 1, 2025, does not justify the extraordinary relief requested. Neither enjoining the redetermination nor American's now-abandoned proposal to allow redetermination to proceed temporarily and potentially reverse it by December 31, 2025, is warranted. Either approach would impose significant and unnecessary burdens on the traveling public and airport operations. If American's efforts ultimately prove successful in this litigation, its damages will be concrete and calculable. Thus, American's requested relief must be denied at this time.

**IT IS HEREBY ORDERED**:

1. Defendant City of Chicago's Motion in Limine to Bar Parole Evidence, joined by United Airlines Inc., is **GRANTED**.
2. Plaintiff American Airlines, Inc.'s Motion for Preliminary Injunction is **DENIED.**
3. The previously scheduled date of October 20, 2025, for Defendants to answer or otherwise plead to the complaint is **stricken**.
4. This matter is continued to **October 23, 2025, at 11:00 a.m.** for **status** and **case management**. The parties may either appear in-person in Courtroom 2307 or appear remotely via Zoom, unless otherwise ordered by the Court. [Zoom Meeting ID: 876 8729 8501 / Passcode: 926987]

**ENTERED:**

1976

**Judge Thaddeus L. Wilson**

**ENTERED**
**Judge Thaddeus L. Wilson – 1976**
**September 25, 2025**
**Mariyana T. Spyropoulos**
**CLERK OF THE CIRCUIT COURT**
**OF COOK COUNTY, IL**