

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

ATA AIRLINES, INC., )  
Plaintiff, )  
vs. ) 1:08-cv-0785-RLY-DML  
FEDERAL EXPRESS CORP., )  
Defendant. )

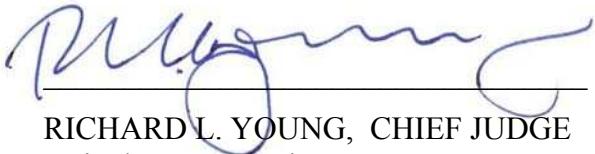
**ENTRY ON DEFENDANT'S RENEWED MOTION FOR JUDGMENT AS A  
MATTER OF LAW**

The court held a jury trial in this breach of contract action from October 12, 2010, until October 19, 2010. At the close of Plaintiff's case and at the close of all the evidence, Defendant, Federal Express Corporation ("FedEx"), moved for judgment as a matter of law. The court took the motion under advisement and, following the jury's verdict in favor of the Plaintiff, ATA Airlines, Inc. ("ATA"), FedEx timely renewed its motion within 28 days of the entry of judgment. *See* FED. R. CIV. P. 50(a)(1)(B). Pursuant to Federal Rule of Civil Procedure 50, judgment as a matter of law is appropriate when "a party has been fully heard on an issue and there is no legally sufficient evidentiary basis for a reasonable jury to find for that party on that issue." *Alexander v. Mount Sinai Hosp. Med. Ctr.*, 484 F.3d 889, 902 (7th Cir. 2007).

In the present motion, FedEx contends the court should vacate the jury's verdict and enter judgment as a matter of law for the following reasons. First, the issues of

contract formation and contractual intent should have been decided by the court, not the jury. Second, the letter agreements concerning the distribution of passenger business between ATA and Omni International Airlines, Inc. (“Omni”) lack material terms, most notably the essential price/commission term. Third, agreements on a single term of a contract, where other terms are yet to be negotiated and ultimately included as part of a fully integrated final agreement, are preliminary “agreements to agree,” and not enforceable contracts. Finally, even if the letter agreements on passenger distribution could be enforceable contracts, the September 7, 2006 letter was not because it was never signed by all of the parties. All of the arguments raised by FedEx have been addressed previously by this court by either written or oral motion. The court sees no reason to upset the jury verdict particularly where, as here, there was more than a sufficient legal and evidentiary basis to find for ATA. Accordingly, FedEx’s Renewed Motion for Judgment as a Matter of Law (Docket # 223) is **DENIED**.

**SO ORDERED** this 19th day of January 2011.



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RICHARD L. YOUNG, CHIEF JUDGE  
United States District Court  
Southern District of Indiana

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