2026 IL App (1st) 252164-U

No. 1-25-2164

Order filed November 19, 2026

Fourth Division

NOTICE: This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST DISTRICT

AMERICAN AIRLINES, INC., Plaintiff-Appellant,

v.

THE CITY OF CHICAGO and UNITED AIRLINES, INC.,
Defendants-Appellees.

Appeal from the Circuit Court of Cook County
No. 2025 CH 07402
The Honorable Thaddeus L. Wilson, Judge, Presiding

JUSTICE OCASIO delivered the judgment of the court.
Presiding Justice Lyle and Justice Navarro concurred in the judgment.

ORDER

¶ 1 *Held*: (1) Airline's appeal from order denying motion to preliminarily enjoin gate reallocation was not moot even though reallocation had gone into effect because it could still be unwound; and (2) circuit court did not abuse its discretion when balancing the harms from issuing or not issuing the preliminary injunction. Affirmed.

¶ 2 In 2025, the City of Chicago initiated a reallocation of gate space to airlines at O'Hare International Airport under the terms of the Airline Use and Lease Agreement (AULA), a standardized contract that the City enters into with each airline operating out of O'Hare. Arguing that various provisions of the AULA prohibited reallocation before 2027, American sued the City for breach of contract. It also sought to preliminarily enjoin the reallocation. After a seven-day

hearing, the circuit court rejected that request, and American appealed. See Ill. S. Ct. R. 307(a)(1) (eff. Nov. 1, 2017). We agree with American that its interlocutory appeal has not been rendered moot by the fact that the planned reallocation has since gone into effect. But finding no error in the circuit court's denial of a preliminary injunction, we affirm.

¶ 3 I. BACKGROUND

¶ 4 A. Gate Space Allocation at O'Hare

¶ 5 As is common industry practice, O'Hare does not designate fixed gates which are then assigned for use by specified airlines. Instead, it allocates "gate space," a catch-all term that roughly refers to the parts of the terminal and surrounding apron that are dedicated to boarding and deboarding passengers. Gate space is measured and allocated according to "linear frontage," an imaginary line that runs parallel to the terminal at a distance of 100 feet. Since 2018, the assignment of gate space at O'Hare has been governed by the Airline Use and Lease Agreement (AULA), a standardized contract that the City enters into with each airline that operates out of O'Hare. Two features of the AULA's gate-assignment scheme are relevant to this appeal.

¶ 6 First, no airline has exclusive access to or control over any gate space. Instead, all gate space at the airport is designated as either "preferential use" or "common use." Airlines with preferential use gate space have scheduling priority within their spaces. Common use gate space, by contrast, is managed by the City and theoretically available for use by any airline. If an airline would like to operate a flight but it either lacks preferential use gate space or cannot operate that flight within its preferential use gate space, it can request an accommodation directly from the City. If that flight cannot be accommodated within common use gate space, then the City has a right under the AULA to accommodate that flight within another airline's preferential use gate space according to a set of detailed rules.

¶ 7 Second, gate space is subject to annual redetermination, which can be triggered by either the City or an airline that stands to gain from redetermination. Once triggered, the City determines (subject to contractual limitations) what portion of gate space to designate as common use. The

remaining gate space is then allocated as preferential use space to each qualified airline based on that airline's share of total departures in the preceding calendar year. The purpose of the annual redetermination is to encourage each airline with preferential use gate space to make the most efficient use of it.

¶ 8 At the same time the City adopted the AULA in 2018, it also embarked on a massive expansion and modernization initiative known as the Terminal Area Plan (TAP). One of the early projects called for by the TAP was the T-5 Extension, an eastward expansion of the Terminal 5 concourse that would add several new gates. It was anticipated that, once that project was complete, Delta Air Lines would move its operations to Terminal 5, opening up gate space for use in Terminal 2. Another early project was the completion of the "L-Stinger," a new addition to Concourse L named for its distinctive footprint. Construction of the L-Stinger was nearly complete in the spring of 2018, which would add 535 feet of new gate space—enough to accommodate five new gates for smaller regional jets—but plans to add another three small gates to the north side of the L-Stinger were on hold pending the relocation of a telecommunications facility that abutted the north side of the L-Stinger.

¶ 9 Rather than jumping immediately into the new allocation scheme, the AULA provided for something of a phased rollout. The annual redetermination process could not start until 2021 at the earliest. Until then, the allocation of gate space would be as set out in three maps that were incorporated as Exhibit D to the contract. The first map set out the initial allocation of gate space upon the AULA's effective date in May 2018. The second map set out the allocation that would come into effect once the gate space on the south side of the L-Stinger became available. The third map (Exhibit D-1.3) set out how gate space would be allocated after the T-5 Extension came into service, and it included Delta's anticipated move from Terminal 2 to Terminal 5. It also reflected slightly over 200 feet of new gate space on the north side of the L-Stinger, which it allocated as common use gate space.

¶ 10 The T-5 Extension represented a significant capacity increase—nearly 1,600 new feet of gate space. The AULA therefore provided for a one-time moratorium on the annual redetermination

process to make room for what the AULA referred to as a ramp-up period, during which the allocation shown in Exhibit D-1.3 would be in effect. The moratorium is set out in two related provisions of the AULA:

> "5.2.4 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').
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> * * *
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> 5.3.2 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."

Neither provision expressly refers to the addition of gate space on the north side of the L-Stinger. While that space was designated as common use in Exhibit D-1.3, it was well understood by all involved that, based on its location, it would almost certainly be used solely by American for regional jet service, and the record makes apparent that American intended to use those gates during the ramp-up period to keep pace with United, which would be allocated a significant portion of the gate space vacated by Delta when it moved out of Terminal 2.

¶ 11 B. The 2025 Redetermination

¶ 12 The T-5 Extension was finished in June 2023, and Delta moved to Terminal 5 in November 2023. All parties agree that Delta's move triggered the pause on redetermination. But as of November 2023, there were still no gates open on the north side of the L-Stinger because the

telecommunications building was still in place. During the first half of 2024, two of three anticipated gates came into service, but the third gate remained blocked pending demolition of the building, which did not occur until late that year, and the third north L-Stinger gate only became operational in March 2025. That delay set the stage for the present litigation.

¶ 13 In February 2025, the City announced that United had requested additional preferential use space, triggering the AULA's annual redetermination procedure. American objected to redetermination as premature, taking the position that the ramp-up period could not begin until the north L-Stinger gates became fully operational because, until that point, the City could not allocate gate space "in accordance with Exhibit D-1.3," as required by section 5.2.4 of the AULA. But the City (and United) took the position that the 12-month ramp-up period had commenced at the same time as the moratorium when Delta moved to Terminal 5 in November 2023. So, in April 2025, the City issued an initial redetermination that saw American lose more than 500 feet of gate space. That worked out to approximately four narrow-body equivalent gates (NBEs),[1] although an American executive later testified that it planned to operate out of seven fewer gates after redetermination. United, meanwhile, gained about four-and-a-half NBEs. Delta lost three NBEs to Southwest, and three other airlines each lost one NBE. The final redetermination issued at the end of May included minor adjustments, with Delta and United each gaining less than half an NBE's worth of gate space at the expense of Southwest and space that had previously been designated for common use.

¶ 14 Meanwhile, on May 2, American sued the City in federal court seeking, among other things, to enjoin redetermination until April 2027. Four days later, United moved to intervene. Two months after filing its complaint, on July 3, American moved for a preliminary injunction. But a week later, the district court allowed United's motion to intervene, and United immediately sought to dismiss on the basis that its presence as a party adverse to American in the case deprived the court

[1] Narrow-body equivalent is a shorthand used to denote the linear frontage needed to accommodate any single-aisle passenger jet, which the AULA implicitly assumes to be 138 feet.

of subject matter jurisdiction because both United and American were Delaware corporations. See 28 U.S.C. § 1332(a)(1), (c)(1) (2024). American did not wait for a ruling: on July 16, it voluntarily dismissed the federal-court action and refiled its claims in the Cook County circuit court.

¶ 15 American's state-court complaint included the same three counts as its federal-court complaint had. Count one alleged that the City breached the AULA by initiating redetermination in 2025, before the end of the contractual ramp-up period. Count two alleged that the City's decision to initiate redetermination also breached the implied covenant of good faith and fair dealing by exercising its contractual discretion unreasonably, arbitrarily, capriciously, and otherwise to the detriment of American's rights under the AULA. Count three was a claim for declaratory relief against both the City and United seeking a declaration that the AULA did not permit redetermination until 2027. The complaint sought damages for the alleged breaches and a permanent injunction barring redetermination until 2027.

¶ 16 C. Preliminary Injunction Hearing

¶ 17 The day after filing suit in the circuit court, American moved to preliminarily enjoin the redetermination from taking effect as planned on October 1. The parties submitted pre-hearing briefs on September 10. The City also moved *in limine* to exclude parol evidence about the meaning of the relevant provisions of the AULA based on that agreement's integration clause.[2] The court denied the City's motion without prejudice but indicated that it would decide whether to consider any extrinsic evidence after hearing all the evidence. The court heard the parties' opening statements on September 16. Five days of evidence followed.

[2] The integration clause is found in section 18.5 of the AULA: "This Agreement, including the attached Exhibits and endorsements, constitutes the entire agreement of the parties on the subject matter hereof. The parties intend 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 (including prior drafts of the Agreement) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement."

¶ 18 Much of the testimony at the hearing focused on the extrinsic evidence the City sought to bar, which pertained to an alleged side deal cut between American and the City just before the city council approved the AULA in 2018. Competition between American and United at O'Hare is vigorous—some might even say cutthroat. In 2016, the City had awarded American the five new gates that were to be constructed on the south side of the L-Stinger. Eager to maintain its gate lead over American at O'Hare, United persuaded the City to offset the new American gates by awarding United five of the gates that Delta would be vacating when it moved to Terminal 5. American learned of this in the late stages of negotiations and threatened to walk away from the AULA altogether. After last-minute negotiations with the City (negotiations that United was not a party to), American and the City reached an understanding that the gates that were to be constructed on the north side of the L-Stinger would be available for American's use during the 12-month ramp-up period, somewhat offsetting United's gains in Terminal 2 during that period. But only one change was made to the AULA before it was submitted for approval, which was the addition of roughly 200 feet of common use gate space to the north side of the L-Stinger, and before the year was out, representatives for the City had already started suggesting that the City did not agree with American's position that the 12-month ramp-up period could not commence until the north L-Stinger gates were operational. The issue continued to fester without resolution until the City announced it was initiating a redetermination in 2025.

¶ 19 The testimony at the hearing otherwise addressed the effects of either allowing the planned reallocation to go forward or halting it days before it was set to go into effect. It was undisputed that all airlines operating out of O'Hare, including American, had set their schedules for the coming months under the assumption that redetermination would go forward as planned. An American executive admitted that American had been planning for more than two years under the assumption that redetermination would go forward in October 2025, and American had not drawn up alternative plans to implement should redetermination be halted.

¶ 20 The evidence at the hearing showed that, post-redetermination, American planned to operate the same number of flights as it had the month before. Because it was working with seven fewer

gates, American adjusted its schedule to increase gate utilization. During peak flying hours, it would operate more flights than it had previously, which would reduce its ability to absorb the kind of ordinary day-to-day variability associated with airline operations, which in turn increased the risk of cascading delays. American would shift other flights to off-peak hours, which would be less desirable to travelers and therefore less profitable.

¶ 21 American's witnesses predicted that both adjustments would naturally lead some of its passengers to "defect" to another airline—in Chicago, that would most likely be United—in search of greater on-time reliability or more convenient flight schedules. One of its two experts, economist Joseph Podwol, opined that the loss of gates from going forward with redetermination would set into motion a vicious cycle that would see it lose more and more gates to United as time went on. But American's witnesses had to concede that its own projections predicted that it was on track to gain gate space back at the next redetermination, not lose it. Samuel Engel, United's damages expert, testified that American had other hub cities with even higher gate-utilization rates than what it planned for O'Hare post-redetermination and, in fact, had previously operated even more departures per gate at O'Hare with no meaningful impact on its on-time rate. He also opined that American would not have "gone to market" with a schedule it did not think it could deliver on.

¶ 22 The witnesses disagreed on the extent to which American's anticipated harms could be measured. Two of its witnesses testified that, although it had tools that it used to model and predict revenue changes, those tools did not predict how much business it would lose to United through customer defections. Podwol opined that the harms to American could not be quantified with any reasonable degree of certainty because there were too many interacting uncertainties. United's damages expert, however, testified that it would not be necessary to project the harm to American because, by the close of the case, there would be actual historical data that could be used to determine what that harm was under a variety of different methods typically used to quantify damages in litigation.

¶ 23 There was also evidence introduced at the hearing that preliminarily enjoining redetermination would itself cause substantial harm. United's witnesses testified that not going forward with the redetermined gate allocation would have serious detrimental effects on both its own operations and its passengers. Like American, United had built its schedule on the assumption that redetermination would be implemented as planned. By the time of the hearing, United's flight schedule for October and November 2025 was effectively unchangeable because the airline's operations division had made or was making the necessary logistical arrangements for planes and personnel to be in the right places at the right times. Flights could not realistically be moved to different times; they could only be canceled. United executive Mark Weithofer estimated that preventing redetermination from coming into effect would mean canceling more than 2,000 flights, affecting hundreds of thousands of passengers. Although United's schedule from December on was not "closed" in the same way, dealing with an unanticipated loss of gates at O'Hare would not be as simple as moving some departure and arrival times around. Passengers can book flights nearly a year in advance, and United published a "refined schedule" six months out that passengers relied on when booking flights. That schedule was carefully choreographed so that passengers transiting through O'Hare (and other airports) would be able to make connections. Moving flights to a different time would make it impossible for some of those passengers to make their connections without booking a new itinerary. There was also the reality that there were many destinations United served from O'Hare with multiple flights per day. Moving a flight from one time to another might practically do no more than duplicate a flight that was going to the same destination at the same time of day.

¶ 24 Daniel Skwarek, American's industry expert, cast doubt on United's predictions. He opined that it was overestimating the number of flights it would have to cancel. First, he explained, United's schedule deliberately left five gates at O'Hare entirely free. Second, United's analysis assumed that it used the five new gates to add five arrivals and five corresponding departures during each of the four "peak" flight banks, amounting to 40 flights each day. But its October 2025 schedule only called for five more flights each day than its September schedule had. Based on

what it had added to those peak flight banks for October 2025, Skwarek opined that United would only be forced to cancel 864 flights, not more than 2,000. Third, in calculating the number of passengers affected, United assumed that each canceled flight would be an average one, but—as its own witnesses acknowledged at the hearing—United would seek to minimize the number of affected passengers when choosing which flights to cancel. And beyond the two-month period, Skwarek opined, United was free to alter its schedule, so it would not be harmed at all by the loss of five gates that would come with a preliminary injunction.

¶ 25 Witnesses from the Chicago Department of Aviation testified that halting redetermination would also be harmful to the City. The department's chief development officer, Zachary Baughman, testified that the City's ability to implement the TAP and other capital projects was necessarily constrained by how many common use gates it had at its disposal to use as compensation for airlines whose preferential use gates had to be closed for construction. The redetermination gave the City one additional gate to work with, which was significant because all of its domestic common use gates were already being used for construction compensation. The department's chief commercial officer, Amber Ritter, testified that, in anticipation of the redetermined gate allocation coming into effect on October 1, the City had already performed most of the infrastructure work needed to implement the various gate change-overs. (Ritter did not put a number on the cost of this work to the City, but other evidence showed that United had expected to spend $11.8 million to effectuate changeovers involving eight gates, of which $5.3 million would be reimbursed by the Chicago Department of Aviation.)

¶ 26 The court denied the preliminary injunction in a written order setting out its findings. It started by granting the City's motion to exclude evidence about any oral agreement it may have made with American. It then found that, without that parol evidence, American's interpretation of the AULA as requiring all three north L-Stinger gates to be operational for the 12-month ramp-up period to begin was untenable; American therefore had not shown that it was likely to succeed on the merits. And even if it had, the court continued, it had not made the necessary showing of irreparable harm or the lack of an adequate legal remedy. The court specifically found that

American had not shown that it would have to cancel flights if redetermination went forward, that the harms it identified at the hearing were nonspeculative, or that those same harms would not be quantifiable if they came to pass. It further found that American's "substantial delay in seeking relief," either after learning that the City did not agree with its interpretation of the AULA or after the City announced the 2025 redetermination, weighed against American's claims of harm. Finally, the court determined that the balance of harms weighed heavily against American. It found that halting redetermination would have "severe consequences" for United and its passengers and cause the City to have wasted "millions of dollars and thousands of hours of work" to prepare for redetermination. It also noted that TAP work had already made permanent changes to the layout at O'Hare that made it impossible to implement the precise gate-space assignments depicted in Exhibit D-1.3.

¶ 27 II. ANALYSIS

¶ 28 On appeal, American argues that the circuit court erred when it declined to issue a preliminary injunction. We have jurisdiction to review that interlocutory order under Illinois Supreme Court Rule 307(a)(1) (eff. Nov. 1, 2017). At this stage, the court does not adjudicate the case on the merits. See *Pardilla v. Village of Hoffman Estates*, 2023 IL App (1st) 211580, ¶ 32. Our task on appeal is limited to determining "whether there is a sufficient showing to sustain the order of the trial court." *Hartlein v. Illinois Power Co.*, 151 Ill. 2d 142, 157 (1992).

¶ 29 A. Mootness

¶ 30 Before reaching the merits, we reject the City's contention that this appeal is moot because the challenged reallocation went into effect on October 1, 2025. A case on appeal becomes moot where the issues presented in the trial court no longer exist because events subsequent to the filing of the appeal render it impossible for the reviewing court to grant the complaining party effectual relief. *Jackson v. Board of Election Commissioners of Chicago*, 2012 IL 111928, ¶ 28. As the City all but concedes in its brief, an injunction requiring the City to undo the redetermination and restore the allocation of gate space that existed prior to redetermination pending a final merits

determination would give American the preliminary relief it seeks. The issue before us—whether the circuit court properly declined to issue a preliminary injunction—is not moot.

¶ 31 B. Preliminary Injunction

¶ 32 A preliminary injunction is a temporary remedy whose purpose is usually to maintain the status quo between the parties pending further litigation and an ultimate decision on the merits. *Herren v. Beshears*, 2025 IL App (4th) 250219, ¶ 56. Generally, to obtain a preliminary injunction, the plaintiff has to make a *prima facie* showing that (1) it has an ascertainable right in need of protection, (2) it will suffer irreparable harm without a preliminary injunction, (3) there is no adequate remedy at law for that harm, and (4) it stands an adequate chance of success on the merits.[3] *Id.* ¶ 57. If the plaintiff is able to make that *prima facie* showing, the court then considers the equitable balance of hardships, taking into account both the interests of the parties and of the public. *JL Properties Group B, LLC v. Pritzker*, 2021 IL App (3d) 200305, ¶ 57.

¶ 33 Whether to issue a preliminary injunction is a decision entrusted to the trial court's equitable discretion, so we review that decision only for an abuse of discretion. *Herren*, 2025 IL App (4th) 250219, ¶ 58. "An abuse of discretion occurs *** when the trial court's decision is arbitrary, fanciful, or unreasonable or where no reasonable person would take the view adopted by the trial court." *Seymour v. Collins*, 2015 IL 118432, ¶ 41. It is also an abuse of discretion to fail to apply the proper criteria to the facts when making a decision. *Paul v. Gerald Adelman & Associates, Ltd.*, 223 Ill. 2d 85, 99 (2006) (citing *People v. Ortega*, 209 Ill. 2d 354, 360 (2004)).

¶ 34 The circuit court found that American had not met its burden of making a *prima facie* showing as to three of the four elements necessary to invoke the court's equitable power to issue a preliminary injunction. For the sake of analysis, we will assume that American did make that showing. The question becomes whether the circuit court abused its discretion when it determined

[3] Whether that chance of success is a probability or merely a likelihood depends on whether the preliminary injunction would preserve the *status quo* or alter it. See *McHenry County Sheriff v. McHenry County Department of Health*, 2020 IL App (2d) 200339, ¶ 27. The parties dispute whether American seeks to alter or preserve the *status quo*, but we resolve this appeal without reaching that question.

that, on balance, issuing a preliminary injunction would cause more harm than it would prevent. See *JL Properties Group B*, 2021 IL App (3d) 200305, ¶ 61 ("[W]e may affirm the circuit court's ruling based on the equities alone.").

¶ 35 As a threshold matter, American argues that there is no need to balance the hardships because the City knew it was violating the AULA when it proceeded with redetermination. There are three situations in which the court should enter the preliminary injunction without balancing the relative hardships: (1) the defendant's violation is willful, (2) both the existence and violation of the private right are clear, and (3) the act is inherently tortious. *Kalbfleisch v. Columbia Community Unit School District Unit No. 4*, 396 Ill. App. 3d 1105, 1119 (2009). This case involves none of these circumstances. This is not a situation where one party is brazenly violating the rights of the other. Instead, there is a reasonable dispute over the proper interpretation of a handful of provisions in the AULA and the meaning of the designation of the north side of the L-Stinger as common use gates in one specific map that is an exhibit to the AULA. The dispute comes down to whether the 12-month ramp-up period can begin if the gate space that is actually available at O'Hare does not match what is depicted on Exhibit D-1.3. The City's position is, essentially, that the redetermination moratorium and ramp-up period are expressly triggered upon the two events specified in section 5.2.4—completion of the T-5 Extension and a relocation of a long-term signatory to Terminal 5—and that completion of the north L-Stinger gates was not one of those events. American is free to argue for a different interpretation, but the City's interpretation finds support in the AULA's language. See *Travelport, LP v. American Airlines, Inc.*, 2011 IL App (1st) 111761, ¶ 48 (finding that the trial court should have balanced the equities because the relevant agreement "appear[ed] to support American's claim"). It was therefore appropriate for the circuit court to consider the hardships that issuing a preliminary injunction would cause and balance those against the harms American would suffer without one.

¶ 36 In denying a preliminary injunction, the court found that issuing the injunction would severely burden the traveling public and the operation of the airport. It also found that American's theory of irreparable harm without adequate legal remedy was "speculative and overstated." One might

not agree with the circuit court's assessment of the relative harms, but it was not arbitrary, fanciful, or unreasonable.

¶ 37 The evidence before the court amply justified its concern that halting redetermination only days before it was to go into effect would cause significant harm. There was uncontradicted evidence that every airline at O'Hare—including American—had planned its schedules and flight operations on the assumption that the redetermination would proceed. There was testimony that halting or unwinding redetermination would force United, at least, into a no-win situation where it would have to implement a combination of cutting some flights, rescheduling others, and increasing the number of flights operating out of the same gate over the course of a day. That would obviously harm United to some extent, but it would also seriously impact its customers, many of whom would have their travel plans upended by cancelations, missed connections, and rescheduled departure times that were logistically infeasible. Increased gate usage would also make United's operations at O'Hare less resilient to ordinary travel disruptions caused by weather, problems elsewhere in the flight network, and so forth, causing yet more problems for the traveling public.

¶ 38 And that is to say nothing of the disruption that a preliminary injunction would occasion at the airport generally by forcing airport personnel to undo the various changes that had already been made in anticipation of redetermination going into effect. True, this is work that will have to be done every time there is a redetermination, but there was evidence that the amount of work that went into effectuating this first redetermination was unusually high. Furthermore, American points to no evidence showing that reverting to the pre-redetermination allocation of gate space would be costless. It is fair to infer from the evidence that rolling things back would be equally costly and divert resources from other matters that would normally be attended to.

¶ 39 Meanwhile, the evidence supported a finding that the harms that American would suffer without a preliminary injunction would not be as severe. It was uncontested that American had planned its flight operations around the redetermination. Denying a preliminary injunction would have no impact on American's planned operations or on American passengers who were relying on that schedule. On top of that, despite operating out of fewer gates, American was still running

the same number of total flights. To be sure, operating the same number of flights with fewer gates is not inconsequential. To keep flights steady, American had to put together a schedule that increased its gate usage. That meant more flights would be flown at off-peak hours that are less desirable for passengers and less profitable for the airline, and American would be at greater "operational risk" from things like cascading delays. That could be predicted to have some degree of detrimental effect on American's competitive position at O'Hare, but the other side of the coin was that, by maintaining a high level of flight operations, American was likely to gain back lost gates at the next redetermination. And it was reasonable for the court to deem American's fear of harm overblown given that the matter was ripe for litigation in February 2025, if not years earlier, and American did not seek a preliminary injunction until July 2025, which was after the redetermination process had concluded and the airport was in the midst of putting the new allocation into effect.

¶ 40 Finally, we are unable to say that the court unreasonably concluded that any harms to American would be "concrete and calculable." Samuel Engel, one of United's experts, testified that the harm to American could be modeled through tools routinely used in the airline industry. Joseph Podwol, one of American's experts, opined that the harm to American was not currently quantifiable in a reliable way but acknowledged that, after the fact, there would be historical information to rely on that would provide a basis for quantifying any harm American might suffer. American executive Jordan Pack opined only that it would be difficult to calculate American's harms—not impossible.

¶ 41 Given the evidence before the court at the hearing, it was reasonable for it to conclude that issuing a preliminary injunction would cause more harm than it would prevent. We cannot say that the circuit court abused its discretion by denying American's motion to preliminarily enjoin implementation of the 2025 redetermination.

¶ 42 III. CONCLUSION

¶ 43 The circuit court reasonably exercised its discretion when it denied American's motion for a preliminary injunction. Accordingly, we affirm.

¶ 44 Affirmed.