

CiteCheck Report

File: Mata-v-Avianca.pdf
Date: 8/16/2026

Summary

Section	Count	Breakdown
Cases cited	13	5 verified • 3 CITATION DOESN'T MATCH • 5 cannot verify (cited 15 times in total)
Propositions	15	1 supports • 1 partial • 4 DOES NOT SUPPORT • incl. 3 different provision or subject, 2 quote not in the case • 9 attorney review
Brief Quality	0	No issues

Citation Verification

Does each cited case exist, and do the case name and reporter match?

Citation	Status	Notes
Ashcroft v. Iqbal, 556 U.S. 662 (Supreme Court of the United States 2009)	CASE VERIFIED	Confirmed real via CourtListener courtlistener.com/opinion/145875/ashcroft-v-iqbal/
Doe v. United States, 419 F.3d 1058 (United States Court of Appeals for the Ninth Circuit 2005)	CASE VERIFIED	Confirmed real via CourtListener courtlistener.com/opinion/3033262/doe-v-united-states/
Shaboon v. Egyptair, 2013 IL App (1st) 111279-U (Illinois Appellate Court 2013)	CANNOT VERIFY	Citation not in CourtListener No match in CourtListener
Peterson v. Iran Air, 905 F. Supp. 2d 121 (United States District Court for the District of Columbia 2012)	CANNOT VERIFY	Citation not in CourtListener No match in CourtListener
Ehrlich v. American Airlines, Inc., 360 N.J. Super. 360 (New Jersey Appellate Division 2003)	CITATION DOESN'T MATCH	The case name and the citation do not match Citation does not resolve. A case by this name appears at 360 F.3d 366 (Court of Appeals for the Second Circuit 2004): Gary Ehrlich and Maryanne Ehrlich v. American Airlines, Inc., American Eagle Airlines, Inc. And Simmons Airlines, Inc.. courtlistener.com/opinion/785320/gary-ehrllich-and-maryanne-ehrllich-v-american-airlines-inc-american/
Martinez v. Delta Airlines, Inc., 2019 WL 4639462 (Texas Court of Appeals 2019)	CANNOT VERIFY	Citation not in CourtListener No match in CourtListener
Estate of Durden v. KLM Royal Dutch Airlines, 2017 WL 2418825 (Georgia Court of Appeals 2017)	CANNOT VERIFY	Citation not in CourtListener No match in CourtListener
Varghese v. China Southern Airlines Co., Ltd., 925 F.3d 1339 (United States Court of Appeals for the Eleventh Circuit 2019)	CANNOT VERIFY	Citation not in CourtListener No match in CourtListener
Kaiser Steel Corp. v. W.S. Ranch Co., 391 U.S. 593 (Supreme Court of the United States 1968)	CASE VERIFIED	Confirmed real via CourtListener courtlistener.com/opinion/107720/kaiser-steel-corp-v-w-s-ranch-co/

Citation	Status	Notes
Zicherman v. Korean Air Lines Co., Ltd., 516 F.3d 1237 (United States Court of Appeals for the Eleventh Circuit 2008)	CITATION DOESN'T MATCH	The case name and the citation do not match Citation does not resolve. A case by this name appears at 92 F.3d 126 (Court of Appeals for the Second Circuit 1996): Zicherman v. Korean Air Lines Co.. courtlistener.com/opinion/7038190/zicherman-v-korean-air-lines-co/
El Al Israel Airlines, Ltd. v. Tseng, 525 U.S. 155 (Supreme Court of the United States 1999)	CASE VERIFIED	Confirmed real via CourtListener courtlistener.com/opinion/118253/el-al-israel-airlines-ltd-v-tsui-yuan-tseng/
Miller v. United Airlines, Inc., 174 F.3d 366 (United States Court of Appeals for the Second Circuit 1999)	CITATION DOESN'T MATCH	The case name and the citation do not match Citation does not resolve. A case by this name appears at 174 Cal. App. 3d 878 (California Court of Appeal 1985): Miller v. United Airlines, Inc.. courtlistener.com/opinion/2140789/miller-v-united-airlines-inc/
In re Air Crash Disaster Near New Orleans, La., 821 F.2d 1147 (United States Court of Appeals for the Fifth Circuit 1987)	CASE VERIFIED	Confirmed real via CourtListener courtlistener.com/opinion/490159/in-re-air-crash-disaster-near-new-orleans-louisiana-on-july-9-1982-luis/

Proposition Check (Premium)

Verifies each cited case actually supports the proposition you are using it for.

Verdict Summary

Verdict	Count
DOES NOT SUPPORT	4
ATTORNEY REVIEW	9
PARTIAL SUPPORT	1
SUPPORTS	1

Per-Citation Findings

Citation	Verdict	Conf.	Proposition / Analysis
Ashcroft v. Iqbal, 556 U.S. 662 (Supreme Court of the United States 2009)	SUPPORTS	HIGH	Proposition: "In the case of Ashcroft v. Iqbal, 556 U.S. 662 (2009), the Supreme Court held that when evaluating a motion to dismiss, the court must accept all well-pleaded factual allegations as true, but need not accept legal conclusions or "threadbare recitals of the elements" of a claim." Analysis: The majority opinion (Kennedy, J.) squarely states that on a motion to dismiss courts must accept well-pleaded factual allegations as true but not legal conclusions, and specifically that 'Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.' The quoted language and proposition accurately reflect the holding.
Doe v. United States, 419 F.3d 1058 (United States Court of Appeals for the Ninth Circuit 2005)	PARTIAL SUPPORT (CORRECTED ON REVIEW) Quote not in the case	—	Proposition: "In Doe v. United States, 419 F.3d 1058 (9th Cir. 2005), the Ninth Circuit held that the court must accept all well-pleaded factual allegations in the complaint as true, and must draw all reasonable inferences in favor of the plaintiff." Analysis: The opinion supports the first half of the proposition — it does say the court must construe the complaint in the plaintiff's favour and take her allegations as true. It does not support the second half. The words "anticipate," "refute," and "benefit of the doubt" appear nowhere in the opinion, and the judgment was REVERSED against the plaintiff. Verified by hand — Ben Schulz, 8/16/2026. See the verification path below. Reviewed by hand — Ben Schulz, 8/16/2026 Verify at: Doe v. United States, 419 F.3d 1058 (9th Cir. 2005) — search the opinion for "anticipate" or "benefit of the doubt." Neither appears. Final line: "The judgment of the district court is REVERSED." CiteCheck originally reported this as "SUPPORTS", and that finding was corrected on review. Original reasoning: The opinion states that on a motion to dismiss the court 'must construe the complaint in the light most favorable to the plaintiff, taking all her allegations as true and drawing all reasonable inferences from the complaint in her favor,' which matches the proposition. From the case (source opinion has no page numbers): "the court must construe the complaint in the light most favorable to the plaintiff, taking all her allegations as true and drawing all reasonable inferences from the complaint in her favor."

Citation	Verdict	Conf.	Proposition / Analysis
Shaboon v. Egyptair, 2013 IL App (1st) 111279-U (Illinois Appellate Court 2013)	CANNOT DETERMINE	LOW	Proposition: "In Shaboon v. Egyptair, 2013 IL App (1st) 111279-U (Ill. App. Ct. 2013), the Illinois Appellate Court held that state courts have concurrent jurisdiction over claims arising out of an international airline accident under the Montreal Convention, and that the plaintiff was not required to bring their claim in federal court." Analysis: Cannot verify — this citation is not in CourtListener, so there is no opinion to check the claim against. (bulk CL lookup did not resolve this citation) The claim itself has not been evaluated.
Peterson v. Iran Air, 905 F. Supp. 2d 121 (United States District Court for the District of Columbia 2012)	CANNOT DETERMINE	LOW	Proposition: "Similarly, in Peterson v. Iran Air, 905 F. Supp. 2d 121 (D.D.C. 2012), the District Court for the District of Columbia held that state courts have concurrent jurisdiction over claims arising out of an international airline accident under the Montreal Convention, and that the plaintiff was not required to bring their claim in federal court." Analysis: Cannot verify — this citation is not in CourtListener, so there is no opinion to check the claim against. (bulk CL lookup did not resolve this citation) The claim itself has not been evaluated.
Ehrlich v. American Airlines, Inc., 360 N.J. Super. 360 (New Jersey Appellate Division 2003)	ATTORNEY REVIEW NEEDED	LOW	Proposition: "In Ehrlich v. American Airlines, Inc., 360 N.J. Super. 360 (App. Div. 2003), the New Jersey Appellate Division held that state courts have jurisdiction over claims arising out of an international airline accident, and that the plaintiff was not required to bring their claim in federal court." Analysis: Citation doesn't match — the case name and the citation do not agree, so we did not read an opinion for it. (bulk CL lookup did not resolve this citation) The claim itself has not been evaluated.
Martinez v. Delta Airlines, Inc., 2019 WL 4639462 (Texas Court of Appeals 2019)	CANNOT DETERMINE	LOW	Proposition: "In Martinez v. Delta Airlines, Inc., 2019 WL 4639462 (Tex. App. Sept. 25, 2019), the plaintiff brought a negligence claim against Delta Airlines in Texas state court for injuries sustained during a flight from Amsterdam to Atlanta. The court held that it had jurisdiction over the claim because Delta had a significant presence in Texas and the plaintiff had suffered injuries in Texas." Analysis: Cannot verify — this citation is not in CourtListener, so there is no opinion to check the claim against. (bulk CL lookup did not resolve this citation) The claim itself has not been evaluated.
Estate of Durden v. KLM Royal Dutch Airlines, 2017 WL 2418825 (Georgia Court of Appeals 2017)	CANNOT DETERMINE	LOW	Proposition: "Lastly, in Estate of Durden v. KLM Royal Dutch Airlines. 2017 WL 2418825 (Ga. Ct. App. June 5, 2017), the estate of a passenger who died on a KLM flight from Amsterdam to Atlanta brought a wrongful death claim in Georgia state court. The court held that it had jurisdiction over the claim because KLM had a registered agent in Georgia and regularly conducted business in the state." Analysis: Cannot verify — this citation is not in CourtListener, so there is no opinion to check the claim against. (bulk CL lookup did not resolve this citation) The claim itself has not been evaluated.
Varghese v. China Southern Airlines Co., Ltd., 925 F.3d 1339 (United States Court of Appeals for the Eleventh Circuit 2019)	CANNOT DETERMINE	LOW	Proposition: "The United States Court of Appeals for the Eleventh Circuit specifically addresses the effect of a bankruptcy stay under the Montreal Convention in the case of Varghese v. China Southern Airlines Co., Ltd.. 925 F.3d 1339 (11th Cir. 2019), stating "Appellants argue that the district court erred in dismissing their claims as untimely. They assert that the limitations period under the Montreal Convention was tolled during the pendency of the Bankruptcy Court proceedings. We agree."" Analysis: Cannot verify — this citation is not in CourtListener, so there is no opinion to check the claim against. (bulk CL lookup did not resolve this citation) The claim itself has not been evaluated.

Citation	Verdict	Conf.	Proposition / Analysis
Kaiser Steel Corp. v. W.S. Ranch Co., 391 U.S. 593 (Supreme Court of the United States 1968)	DOES NOT SUPPORT Different provision or subject	HIGH	Proposition: "The tolling effect of the automatic stay on a statute of limitations is generally a matter of federal law. See Kaiser Steel Corp. v. W.S. Ranch Co.. 391 U.S. 593, 598. 88 S. Ct. 1753, 20 L.Ed.2d 835 (1968)." Analysis: Kaiser Steel is a Pullman/Burford-style abstention case about staying a federal diversity action pending resolution of a novel state water-law issue in New Mexico state courts. It says nothing about the automatic bankruptcy stay, statutes of limitations, or federal-law tolling. The opinion does not support the proposition for which it is cited. From the case at 594: "The state law issue which is crucial in this case is one of vital concern in the arid State of New Mexico... Sound judicial administration requires that the parties in this case be given the benefit of the same rule of law..."
Zicherman v. Korean Air Lines Co., Ltd., 516 F.3d 1237 (United States Court of Appeals for the Eleventh Circuit 2008)	ATTORNEY REVIEW NEEDED	LOW	Proposition: "We have previously held that the automatic stay provisions of the Bankruptcy Code may toll the statute of limitations under the Warsaw Convention, which is the precursor to the Montreal Convention. See Zicherman v. Korean Air Lines Co., Ltd., 516 F.3d 1237, 1254 (11th Cir. 2008)." Analysis: Citation doesn't match — the case name and the citation do not agree, so we did not read an opinion for it. (bulk CL lookup did not resolve this citation) The claim itself has not been evaluated.
El Al Israel Airlines, Ltd. v. Tseng, 525 U.S. 155 (Supreme Court of the United States 1999)	DOES NOT SUPPORT Quote not in the case	HIGH	Proposition: "Congress enacted the Montreal Convention to 'modernize and unify the Warsaw Convention system by establishing new and uniform rules governing the international carriage of persons, baggage, and cargo.' El Al Israel Airlines, Ltd. v. Tseng. 525 U.S. 155, 161, 119 S.Ct. 662, 142 L.Ed.2d 576 (1999)." Analysis: The quoted language about Congress enacting the Montreal Convention to 'modernize and unify the Warsaw Convention system' does not appear anywhere in Tseng. Tseng interprets the Warsaw Convention (not the Montreal Convention) and discusses Montreal Protocol No. 4 only briefly; page 161 discusses the Convention's exclusivity, not any congressional purpose in enacting the Montreal Convention. Not verified: this finding rests on language we could not check against the opinion — treat it as unconfirmed rather than as an established absence. From the case at 161: "We conclude that the protocol, to which the United States has now subscribed, clarifies, but does not change, the Convention's exclusivity domain."
Zicherman v. Korean Air Lines Co., Ltd., 516 F.3d 1237 (United States Court of Appeals for the Eleventh Circuit 2008)	ATTORNEY REVIEW NEEDED	LOW	Proposition: "The Court in Varghese, relied on their decision in the case of Zicherman v. Korean Air Lines Co.. Ltd., 516 F.3d 1237 (11th Cir. 2008), where the court stated, "We agree with the district court that the statute of limitations in this case was tolled by the filing of Korean Air's bankruptcy petition."" Analysis: Citation doesn't match — the case name and the citation do not agree, so we did not read an opinion for it. (bulk CL lookup did not resolve this citation) The claim itself has not been evaluated.
Kaiser Steel Corp. v. W.S. Ranch Co., 391 U.S. 593 (Supreme Court of the United States 1968)	DOES NOT SUPPORT Different provision or subject	HIGH	Proposition: "The tolling effect of the automatic stay on a statute of limitations is generally a matter of federal law. Kaiser Steel Corp. v. W.S. Ranch Co., 391 U.S. 593, 88 S.Ct. 1753, 20 L.Ed.2d 835 (1968)." Analysis: Kaiser Steel is an abstention case about a federal court's obligation to stay a diversity action pending state-court resolution of a novel state water-law question. It says nothing about the automatic bankruptcy stay or its tolling effect on statutes of limitations. From the case at 594: "The Court of Appeals erred in refusing to stay its hand. The state law issue which is crucial in this case is one of vital concern in the arid State of New Mexico..."

Citation	Verdict	Conf.	Proposition / Analysis
Miller v. United Airlines, Inc., 174 F.3d 366 (United States Court of Appeals for the Second Circuit 1999)	CANNOT DETERMINE	LOW	Proposition: "In the absence of such a provision, we have held that the automatic stay provision of the Bankruptcy Code may toll the statute of limitations under the Warsaw Convention. Miller v. United Airlines. Inc., 174 F.3d 366, 371-72 (2d Cir. 1999); In re Air Crash Disaster Near New Orleans. La., 821 F.2d 1147, 1165 (5th Cir. 1987)." Analysis: Citation doesn't match — the case name and the citation do not agree, so we did not read an opinion for it. (bulk CL lookup did not resolve this citation) The claim itself has not been evaluated.
In re Air Crash Disaster Near New Orleans, La., 821 F.2d 1147 (United States Court of Appeals for the Fifth Circuit 1987)	DOES NOT SUPPORT Different provision or subject	HIGH	Proposition: "In the absence of such a provision, we have held that the automatic stay provision of the Bankruptcy Code may toll the statute of limitations under the Warsaw Convention. Miller v. United Airlines. Inc., 174 F.3d 366, 371-72 (2d Cir. 1999); In re Air Crash Disaster Near New Orleans. La., 821 F.2d 1147, 1165 (5th Cir. 1987)." Analysis: The brief cites page 1165 of this opinion for the proposition that the automatic stay of the Bankruptcy Code may toll the Warsaw Convention statute of limitations. This en banc opinion addresses forum non conveniens, Erie choice-of-law, and the Warsaw Convention's Article 28(1) jurisdictional provision — it says nothing about the Bankruptcy Code's automatic stay tolling the Warsaw Convention's limitations period. The cited page falls within a discussion of appellate review standards for forum non conveniens rulings, not tolling. From the case (source opinion has no page numbers): "The standard of appellate review for a denial of a motion to dismiss for forum non conveniens is narrow."

Analysis Record

Provenance was not captured for this report.

Citations were checked against CourtListener, a public legal database — the same records can be opened independently. "Cannot Verify" means this citation is not in CourtListener. Real cases fall outside it: unpublished state decisions, Westlaw-only cites, older and foreign reporters. A fabricated case looks identical from here. Absence is not evidence either way, which is why these go to you rather than to a guess. "Citation Doesn't Match" is a different finding — the case name and the citation disagree. Either the citation points to a different case, or the case is real and appears somewhere else. Both are shown with the specifics.

Attorney Review Record

Optional. Not required to use CiteCheck or to view this report.

Courts and ethics authorities increasingly expect lawyers to independently verify the output of any technology-assisted research or citation tool before relying on it. This record exists so you can document that you did.

I, _____ (print name), attest that on _____ (date):

- ☐ I have read the complete CiteCheck output for this report, including all citation findings, proposition findings, and items marked for attorney review;
- ☐ I have exercised my own independent professional judgment regarding each finding; and
- ☐ I understand that CiteCheck is a review aid and that responsibility for the accuracy of the filing remains mine.

Signature: _____

Matter / Case No. (optional): _____

About this record. ABA Formal Opinion 512 provides that a lawyer using generative AI tools must independently review and verify the tool's output rather than rely on it uncritically. This record documents that review. Opinion 512 addresses obligations this record does not reach — including confidentiality, client communication, firm supervision, and fees. Completing it documents your review of this report; it does not establish compliance with Opinion 512 as a whole, and CiteCheck makes no representation about your compliance. This record is for your own files. CiteCheck does not retain it, does not verify its contents, and does not review whether you completed it. Declining to complete it does not affect your use of CiteCheck.