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7 Proposed Attorneys for Chapter 11 Debtor
and Debtor in Possession

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9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

11 In re:

12 ZETTA JET USA, INC., a California
13 corporation,

14 Debtor and Debtor in Possession.

Case No.: 2:17-bk-21386-SK

Chapter 11

**NOTICE OF MOTION AND
EMERGENCY MOTION FOR ORDER:
(1) AUTHORIZING DEBTORS TO USE
CASH COLLATERAL ON AN
INTERIM BASIS; (2) GRANTING
ADEQUATE PROTECTION TO
SECURED CREDITORS; AND (3)
SCHEDULING A FINAL HEARING;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Requested Emergency Hearing:

Date: September 20, 2017

Time: 2:00 p.m.

Place: Courtroom 1575

255 East Temple St.

Los Angeles, CA 90012

1 **TO THE HONORABLE SANDRA R. KLEIN; HSBC aka THE HONGKONG**
2 **SHANGHAI BANKING CORPORATION; SECURED CREDITORS; 20 LARGEST**
3 **UNSECURED CREDITORS; THE OFFICE OF THE UNITED STATES TRUSTEE; AND**
4 **PARTIES REQUESTING SPECIAL NOTICE**

5 **PLEASE TAKE NOTICE** that the Zetta Jet USA, Inc., a California corporation (“Zetta Jet
6 USA”), and Zetta Jet PTE, Ltd., a Singaporean corporation (“Zetta Jet PTE” and together with Zetta
7 Jet USA, collectively, the “Debtors” or “Zetta Jet”), the debtors and debtors in possession in the
8 above-referenced Chapter 11 bankruptcy cases proposed to be jointly-administered, hereby move,
9 on an emergency basis (the “Motion”), pursuant to 11 U.S.C. §§ 105 and 363 for entry of an order:
10 (1) authorizing the Debtors to use cash collateral on an interim basis; (2) granting adequate
11 protection to HSBC aka The Hongkong Shanghai Banking Corporation; and (3) setting a final
12 hearing on this Motion.

13 This Motion is being made on an emergency basis pursuant to Rules 2081-1(a)(9), 4001-2
14 and 9075-1(a) of the *Local Bankruptcy Rules of the United States Bankruptcy Court for the Central*
15 *District of California* (the “Local Rules”), 11 U.S.C. § 363, and Rules 4001 and 9014 of the *Federal*
16 *Rules of Bankruptcy Procedure* (the “Bankruptcy Rules”).

17 **PLEASE TAKE FURTHER NOTICE** that the Court has not set this Motion for hearing.
18 On September 19, 2017, the Debtors each filed emergency motions for authority to pay pre-petition
19 priority wages (the “Payroll Motions”) as critical and necessary to ongoing operations. On the
20 morning of September 20, 2017, the Court set the Payroll Motions for hearing on September 20,
21 2017, at 2:00 p.m. The only funds available to pay the payroll (which is critical and necessary for
22 ongoing operations) is in the bank accounts at HSBC.

23 On the morning of September 20, 2017, counsel for HSBC sent a letter to the Debtors’
24 counsel informing the Debtors that HSBC has frozen the accounts in expectation of offset, meaning
25 that the Debtors will not have access to pay the critical and necessary payroll. Accordingly, the
26 Debtors are making this Motion on an emergency basis and will seek to have the Court consider it
27 at the hearing on the Payroll Motions.

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1 PLEASE TAKE FURHTER NOTICE that, if the Court would be so inclined to here this
2 Motion at 2:00 p.m. on September 20, 2017, the Debtors would reasonably expect that the Court
3 would also be inclined to hear any opposition or response to the Motion orally at the hearing.

4 **BACKGROUND INFORMATION**

5 On September 15, 2017 (the "Petition Date"), each of the Debtors filed a voluntary
6 petition for relief under chapter 11 of title 11 of the United States Code, sections 101 *et seq.* (the
7 "Bankruptcy Code"). The Debtors are operating their businesses, managing their affairs, and
8 administering their estates as debtors in possession pursuant to sections 1107 and 1108 of the
9 Bankruptcy Code. As of the date of the filing of this Motion, no trustee has been appointed and
10 no official committee has been formed in the Debtors' cases.

11 Zetta Jet is a global leader in private flight operations for international business and luxury
12 travel. Zetta Jet owns and operates a fleet of state-of-the-art Bombardier jets, and also operates a
13 number of jets that are leased. Using the skills of the highest level professional pilots and crews
14 within the private airline industry, Zetta Jet serves routes domestically across the United States
15 and globally to Europe, Asia, Australia, Africa, the Middle East, and North and South America,
16 with ultra-long range intercontinental capabilities across the Pacific Rim. Zetta Jet provides the
17 highest level luxury travel to A-list celebrities and an ultra-wealthy clientele base.

18 The Debtors maintain the following accounts at The Hongkong and Shanghai Banking
19 Corporation Limited, located at 21 Collyer Quay HSBC Building Level 7 Singapore 049320, with
20 the following balances as of September 19, 2017 (each an "Account" and collectively, the
21 "Accounts"), as set forth in the table below:

Account title	Acct no.	Currency	Current Ledger
ZETTA JET PTE. LTD.	*****-180	AUD	7,481.85
ZETTA JET PTE. LTD.	*****-178	EUR	4,260.25
ZETTA JET PTE. LTD.	*****-179	GBP	9,671.78
ZETTA JET PTE. LTD.	*****-001	SGD	10,919.16
ZETTA JET PTE. LTD.	*****-002	SGD	19,896.95
ZETTA JET PTE. LTD.	*****-181	USD	585,335.86
ZETTA JET PTE. LTD.	*****-182	USD	70,856.06
ZETTA JET USA INC	*****-181	USD	3,022.22

ADDITIONAL INFORMATION

Pursuant to Bankruptcy Rule 4001(b)(2), while the Court cannot conduct a final hearing on this Motion earlier than fourteen (14) days after service of this Motion, the Court may conduct a preliminary hearing before such fourteen-day period expires to enable the Debtors to use cash and cash collateral as is necessary to avoid immediate and irreparable harm to the estates pending a final hearing. For the reasons noted herein and in the accompanying Memorandum of Points and Authorities, the Debtors must be able to pay payroll set forth in the Payroll Motions pending a final hearing in order to avoid immediate and irreparable harm to the Debtors' businesses and their bankruptcy estates.

As set forth in detail in the accompanying Memorandum of Points and Authorities, the proposed use of cash collateral does not include any of the provisions set forth in Bankruptcy Rule 4001(c)(1)(B)(i) – (xi) or Local Bankruptcy Rule 4001-2(b).

In order to provide maximum notice of this Motion, on September 20, 2017, the Debtors served a copy of this Motion on HSBC's counsel by email, on the secured creditors, the United States Trustee, the Debtors' twenty largest unsecured creditors, and all those parties who have requested special notice via overnight mail and/or email. Counsel for the Debtors also spoke to counsel for HSBC by telephone on the morning of September 20, 2017, prior to filing this Motion.

WHEREFORE, the Debtors respectfully request that this Court issue an order:

- (a) granting the Motion in its entirety;
- (b) affirming the adequacy of the notice given;
- (c) instructing HSBC to unfreeze the Accounts;
- (d) authorizing the Debtors to use the cash and cash collateral in the Accounts;
- (e) providing adequate protection to HSBC as set forth in the Motion; and

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1 (f) granting such other and further relief as the Court deems just and proper.

2 Dated: September 20, 2017

ZETTA JET USA, INC. and
ZETTA JET PTE, LTD..

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By: /s/ John-Patrick M. Fritz

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RON BENDER

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JULIET Y. OH

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JOHN-PATRICK M. FRITZ

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LEVENE, NEALE, BENDER, YOO

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& BRILL L.L.P.

Proposed Counsel for Chapter 11 Debtors
and Debtors in Possession

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MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

A. Background.

1. On September 15, 2017 (the “Petition Date”), the Debtors each filed a Voluntary Petition for bankruptcy relief under Chapter 11 of the Bankruptcy Code.¹ The Debtors are operating their businesses, managing their affairs, and administering their estates as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As of the date of the filing of this Motion, no trustee has been appointed and no official committee has been formed in either the Debtors’ cases.

2. Zetta Jet is a global leader in private flight operations for international business and luxury travel. Zetta Jet services routes domestically across the United States and globally to Europe, Asia, Australia, Africa, the Middle East, and North and South America, with ultra-long range intercontinental capabilities across the Pacific Rim. Zetta Jet provides the highest level luxury travel to A-list celebrities and an ultra-wealthy clientele base.

3. The Debtor is the parent and sole shareholder of Zetta Jet USA. The Debtor has its main office in Singapore, and Zetta Jet USA has its main office and hangar base in Burbank, California.

4. Zeta Jet owns and operates a fleet of state-of-the-art Bombardier dual-engine jet aircraft, which are equipped with the fastest in-flight Wi-Fi available, whisper-quiet cabins, and

¹ The Debtors have learned that certain of its shareholders - namely, Asia Aviation Holdings Pte Ltd and Truly Great Global Limited - have sought and obtained on an emergency basis an injunction from a Court in Singapore in response to the commencement of the Chapter 11 bankruptcy cases filed by the Debtors. Counsel for the Debtors has thus far not yet been provided with a copy of any such injunction. The Debtors contend that (i) the actions taken by the foregoing parties in Singapore constitute violations of the automatic stay, (ii) the Singapore Court does not have any jurisdiction over the Debtors or this Bankruptcy Court, and (iii) as a result of the foregoing, the actions taken by such parties are null and void as a matter of law. *See In re Gold & Honey, Ltd.*, 310 B.R. 357, 369 (Bankr.E.D.N.Y.2009) (determining foreign receivership proceeding commenced in Israel for Israeli corporation to have violated the automatic stay when New York corporation and Israeli corporation had already commenced chapter 11 proceedings). In any event, the Debtors believe that the failure to pay its payroll when due will likely cause irreparable harm to the Debtors and their estates.

1 curated with the finest amenities. Additionally, Zetta Jet operates a number of leased jets. Zetta
2 Jet's fleet of leased and owned aircraft is operated by the highest level professional pilots and crews
3 within the private airline industry.

4 5. Together, the Debtor and Zetta Jet USA operate as a joint enterprise in global luxury
5 and business travel with network links in key cities across the globe, including Moscow, Los
6 Angeles, New York City, London, Beijing, and Shanghai.

7 6. The Debtor and Zetta Jet USA have no secured lender and do not believe that any
8 creditor has a security interest or lien in the revenue and cash of the Debtor and/or Zetta Jet USA.
9 However, as discussed further below, HSBC may have a possessory lien in the Debtors' cash in the
10 Accounts.

11 7. In December 2016, the Debtor announced the merger/acquisition of Zetta Jet USA's
12 predecessor in interest, Advanced Air Management, Inc., a California corporation, and Asia
13 Aviation Company Pte, Ltd., a Singaporean company, which gave rise to the Zetta Jet of today.
14 Established in August 2015, Zetta Jet has provided the ultimate in bespoke luxury experience to a
15 discerning clientele of ultra-high-net-worth individuals across the globe. Zetta Jet has enjoyed
16 phenomenal growth over the past two years, in large part due to high client satisfaction, customer
17 word-of-mouth, and high-profile advertising, including advertising on the ring-ropes of the recent
18 Mayweather-McGregor boxing match.

19 8. Zetta Jet has the highest safety ratings and credentials from major aero-safety rating
20 agencies, including Wingman and ARG/US Air Charter. Zetta Jet is certified by the International
21 Business Aviation Council and is a member of Air Charter Safety Foundation. Pursuant to Title 14
22 of the Code of Federal Regulations, Part 135, Zetta Jet USA holds an Air Carrier Certificate issued
23 by the Federal Aviation Administration ("FAA") to conduct domestic and international charter
24 flights. All domestic and international air charter operations of the Debtor and Zetta Jet USA are
25 conducted under the Air Carrier Certificate issued by the FAA to Zetta Jet USA.

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1 **B. Events Leading To Bankruptcy.**

2 9. In August 2017, Zetta Jet's management learned that one of its officers, Geoffrey
3 Cassidy (who has since been removed from office), was engaged in what Zetta Jet alleges to be
4 fraud, embezzlement, breaches of fiduciary duty, defalcation, and self-dealing at a loss of millions
5 of dollars to Zetta Jet. On August 17, 2017, Zetta Jet held special board meetings and removed Mr.
6 Cassidy and his wife from their respective positions with Zetta Jet, and appointed Michael Maher as
7 Zetta Jet's new Chief Executive Officer and President. At a special board meeting held on
8 September 5, 2017, the board of directors authorized Mr. Maher to explore bankruptcy options and
9 file bankruptcy cases for the Debtor and Zetta Jet USA.

10 10. Zetta Jet believes that Mr. Cassidy did not simply loot Zetta Jet's coffers but also
11 entered into several contracts on behalf of Zetta Jet that were detrimental to Zetta Jet (many of
12 which Zetta Jet suspects involved kickbacks to Mr. Cassidy and secretive self-dealing).

13 11. Zetta Jet takes the alleged fraud by Mr. Cassidy very seriously and began a legal
14 investigation and forensic accounting prepetition. As a result, on September 8, 2017, Zetta Jet filed
15 a federal civil lawsuit against Mr. Cassidy and an investor in the United States District Court for the
16 Central District of California, bearing case number 2:17-cv-06648-JAK-GJS (the "District Court
17 Lawsuit"). By way of the District Court Lawsuit, Zetta Jet alleges that Mr. Cassidy engaged in self-
18 dealing, fraud, embezzlement and enriched himself by, among other unlawful activities, (i) using
19 company funds to purchase and/or renovate personal property including two yachts and related
20 items valued conservatively between \$3 million USD and \$10 million USD; (ii) purchasing and
21 renovating real property, including homes in France and Singapore; (iii) purchasing at least three
22 luxury automobiles in Singapore valued conservatively between \$2 million USD and \$3 million
23 USD; (iv) hosting extravagant gatherings costing hundreds of thousands of dollars in restaurants,
24 bars, and social clubs around the world, including in Monaco, Los Angeles, and Macao; and (v)
25 personally using Zetta Jet's fleet to fly his friends and himself for free around the globe to
26 Singapore, Melbourne, Tokyo, Los Angeles, and Nice, France (where he took possession of his new
27 multi-million-dollar yacht, which was purchased with misappropriated funds at Zetta Jet's expense),
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1 in total over 300 hours of flight time at an average cost of \$10,000 per hour in costs and lost
2 corporate opportunity.

3 12. In 2015, Mr. Cassidy, in his capacity as an officer of Zetta Jet, purchased seven (7)
4 Bombardier Global Express aircraft from a company called Jetcraft and is alleged to have made
5 secret deals with the Jetcraft broker for illegal kickbacks of approximately \$2 million USD for each
6 aircraft purchased. Later, in 2017, Mr. Cassidy ordered seven (7) more Bombardier jets from
7 Jetcraft with similar alleged illegal secret kickbacks. Zetta Jet estimates that these alleged illegal
8 kickbacks, in the aggregate, represent between \$14 million USD and \$18 million USD of assets
9 and/or opportunities misappropriated from Zetta Jet. These dealings harmed and continue to harm
10 Zetta Jet by having inflated the price of the purchased jets, inflating the financing obligations taken
11 on by Zetta Jet, including additional interest on higher principal sums borrowed, and inflating the
12 debt service to an unsustainable level.

13 13. Both the Debtor and Zetta Jet USA will seek to employ professionals in their
14 bankruptcy cases to continue the forensic work and litigation involving the District Court Lawsuit
15 and intend to recover as much as possible to repay creditors, as well as unwind and avoid fraudulent
16 conveyances. The Debtor and Zetta Jet USA will also evaluate and seek to reject certain executory
17 contracts negotiated by Mr. Cassidy for their unfavorable business terms or otherwise avoid them as
18 fraudulent conveyances. The FBI has interviewed Zetta Jet's officers and shareholders about these
19 matters, and Zetta Jet's current management is cooperating fully in the belief that this will advance
20 recovery for creditors.

21 14. Additionally, in 2016, a wealthy Chinese national, Mr. Li Qi, made a substantial
22 investment in Zetta Jet with a combination of \$70 million USD loans and \$60 million USD capital.
23 Zetta Jet estimates that Mr. Qi was owed approximately \$70 million of debt as of the Petition Date.
24 Prior to the Petition Date, Mr. Qi sought the immediate payment of the obligations owed to him.
25 Zetta Jet's management determined that Zetta Jet could not satisfy the demand, certainly not
26 without compromising the integrity of Zetta Jet's ongoing business operations.

15. With the mounting pressure on cash flow, payments due to legitimate creditors for debts incurred in the ordinary course of Zetta Jet’s business, and fraudulent claims being lodged by illegitimate creditors, the Debtor and Zetta Jet USA determined in their reasonable business judgment that they should file Chapter 11 bankruptcy cases and utilize the protections of the Bankruptcy Code to keep their business operations running without disruption, purge any fraudulent debt, analyze and reject those contracts negotiated by Mr. Cassidy which are determined by the Debtor and Zetta Jet USA to be unfavorable, pursue claims against Mr. Cassidy and potentially other parties, and provide for the greatest recovery possible for the legitimate creditors of the Debtor and Zetta Jet USA.

C. The Accounts at HSBC, Use of the Cash, and Adequate Protection.

16. The Debtors maintain the following accounts at The Hongkong and Shanghai Banking Corporation Limited, located at 21 Collyer Quay HSBC Building Level 7 Singapore 049320, with the following balances as of September 19, 2017 (each an “Account” and collectively, the “Accounts”), as set forth in the table below:

Account title	Acct no.	Currency	Current Ledger
ZETTA JET PTE. LTD.	*****-180	AUD	7,481.85
ZETTA JET PTE. LTD.	*****-178	EUR	4,260.25
ZETTA JET PTE. LTD.	*****-179	GBP	9,671.78
ZETTA JET PTE. LTD.	*****-001	SGD	10,919.16
ZETTA JET PTE. LTD.	*****-002	SGD	19,896.95
ZETTA JET PTE. LTD.	*****-181	USD	585,335.86
ZETTA JET PTE. LTD.	*****-182	USD	70,856.06
ZETTA JET USA INC	*****-181	USD	3,022.22

17. Substantially all of the Debtors’ funds are in the Accounts. Without use of the cash in the Accounts, the Debtors are unable to pay the payroll to their employees, the businesses will shut down, and there will be no recovery for any of the creditors other than a liquidation of Debtors’ fleet, which are encumbered by aircraft financing lease liens and the possessory liens of mechanics (but which do not implicate cash collateral).

18. Based on the Debtors’ books and records, the Debtors believe that HSBC has a claim for \$4,157,523, HSBC has a collateral account rendering a secured claim of \$2,074,074,

1 and HSBC is left with a bifurcated general unsecured claim in the amount of \$2,083,449, as of the
2 Petition Date.

3 19. The Debtors are seeking immediate use of the cash in the Accounts to fund U.S.
4 payroll this week in the amount of approximately \$370,000.

5 20. The Debtors believe that significantly all of the employees will quit if they are not
6 paid their salaries and benefits in full in a timely fashion. As a private airline operator, it is
7 crucial for the Debtors to retain their employees, many of whom are pilots, flight crew members,
8 and maintenance staff who provide highly specialized services, to operate the Zetta Jet jets and
9 manage the Debtors' business. The Debtors must retain the Employees to continue its business
10 operations without interruption and to preserve and maximize the value of its assets during these
11 Chapter 11 cases. The Debtors' personnel is familiar with the Debtors' business operations,
12 vendors, and client base, and is thus essential to the preservation of the Debtors' business.
13 Therefore, the Debtors' failure to pay payroll will likely result in severe disruptions to the
14 Debtors' operations to the detriment of creditors and potentially the collapse of the entire
15 enterprise. The Debtors' ability to preserve the full value of their business and assets and
16 ultimately successfully reorganize depends upon the Debtors' continued operations, which cannot
17 occur without the efforts of the employees.

18 21. It is essential that this Motion be heard on an emergency basis so that the Debtors
19 may immediately comply with applicable requirements concerning the Accounts.

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21 **D. Compliance with Rule 4001 of the Federal Rules of Bankruptcy Procedure and
Local Bankruptcy Rule 4001-2.**

22 Pursuant to Rule 4001(c)(1)(B) of the Federal Rules of Bankruptcy Procedure ("Bankruptcy
23 Rules") and Local Bankruptcy Rule 4001-2(b) and (d), the debtor submits that the relief requested
24 by the Debtors pertaining to the use of cash collateral does not contain any of the following
25 provisions:

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Provision	
Cross-collateralization clauses	No
Provisions or findings of fact that bind the estate or all parties in interest with respect to the validity, perfection or amount of the secured party's pre-petition lien or debt or the waiver of claims against the secured creditor.	No
Provisions or findings of fact that bind the estate or all parties in interest with respect to the relative priorities of the secured party's pre-petition lien.	No
Provisions that operate, as a practical matter, to divest the Debtor of any discretion in the formulation of a plan or administration of the estate or to limit access to the court to seek any relief under other applicable provision of law.	No
Waivers of 11 U.S.C. § 506(c), unless the waiver is effective only during the period in which the Debtor is authorized to use cash collateral or borrow funds.	No
Releases of liability for the creditor's alleged prepetition torts or breaches of Contract.	No
Waivers of avoidance actions arising under the Bankruptcy Code.	No
Provisions that deem prepetition secured debt to be postpetition debt or that use postpetition loans from a prepetition secured creditor to pay part or all of that secured creditor's prepetition debt	No
Provisions that prime any secured lien	No
Automatic relief from the automatic stay upon default, conversion to chapter 7, or appointment of a trustee.	No
Waivers of procedural requirements, including those for foreclosure mandated under applicable non-bankruptcy law, and for perfection of replacement liens.	No
Adequate protection provisions which create liens on claims for relief arising under 11 U.S.C. §§ 506(c), 544, 545, 547, 548 and 549.	No
Waivers, effective on default or expiration, of the Debtor's right to move for a court order pursuant to 11 U.S.C. § 363(c)(2)(B) authorizing the use of cash collateral in the absence of the secured party's consent	No
Provisions that grant a lien in an amount in excess of the dollar amount of cash collateral authorized under the applicable cash collateral order.	No
Provisions providing for the paying down of prepetition principal owed to a creditor.	No

<u>Provision</u>	
Findings of fact on matters extraneous to the approval process.	No

Pursuant to Bankruptcy Rule 4001(b)(1)(C), the Debtors are required to serve a copy of the Motion on any entity with an interest in the Debtors' cash collateral, the 20 largest unsecured creditors, and any other entity that the Court directs. The Debtors have complied with the foregoing by serving a copy of the Motion by email, facsimile, and/or overnight mail on HSBC the secured creditors, the 20 largest unsecured creditors, the United States Trustee, and parties requesting special notice.

II.
DISCUSSION

A. The Debtors Must Be Authorized to Use Cash in the Accounts and Cash Collateral to Operate, Maintain and Preserve Their Businesses

A debtor's use of property of the estate is governed by Section 363 of the Bankruptcy Code. Section 363(c)(l) provides in pertinent part:

If the business of the debtor is authorized to be operated under section . . . 1108. . . of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(l). A debtor in possession has all of the rights and powers of a trustee with respect to property of the estate, including the right to use property of the estate in compliance with Section 363. See 11 U.S.C. §1107(a).

"Cash collateral" is defined as "cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents in which the estate and an entity other than the estate have an interest. . . ." 11 U.S.C. §363(a). Section 363(c)(2) establishes a special requirement with respect to "cash collateral," providing that the trustee or debtor in possession may use "cash collateral" under subsection (c)(l) if:

1 (A) each entity that has an interest in such cash collateral consents; or
2 (B) the court, after notice and a hearing, authorizes such use, sale
3 or lease in accordance with the provisions of this section.

4 See 11 U. S.C. §363(c)(2)(A) and (B).

5 It is well settled that it is appropriate for a Chapter 11 debtor to use cash collateral for the
6 purpose of maintaining and operating its property. 11 U.S.C. § 363(c)(2)(B); In re Oak Glen R-
7 Vee, 8 B.R. 213, 216 (Bankr.C.D.Cal.1981); In re Tucson Industrial Partners, 129 B.R. 614 (9th
8 Cir.B.A.P.1991). In addition, where the debtor is operating a business, it is extremely important
9 that the access to cash collateral be allowed in order to facilitate the goal of reorganization: “the
10 purpose of Chapter 11 is to rehabilitate debtors and generally access to cash collateral is necessary
11 to operate a business.” In re Dynaco Corporation, 162 B.R. 389 (Bankr.D.N.H.1993), quoting In
12 re Stein, 19 B.R. 458, 459. (Bankr.E.D.Pa.1982).

13 The only current source of revenue available to the Debtors to use to maintain and operate
14 their businesses is the cash and cash collateral in the Accounts. If the Debtors are not permitted to
15 use cash collateral to maintain and operate the businesses, it is a virtual certainty that these estates
16 will be liquidated. Payment of the payroll as set forth in the Payroll Motions is critical to ongoing
17 operations. U.S. payroll for Zetta Jet USA must be made this week. This Motion seeks
18 emergency relief for the U.S. payroll, which funds on September 21 and is paid on September 22.
19 The Singapore payroll for Zetta Jet PTE is due to fund on September 29, 2017.

20 **B. HSBC Is Adequately Protected**

21 To the extent that an entity has a valid security interest in the revenues generated by
22 property, those revenues constitute “cash collateral” under Section 363(a) of the Bankruptcy
23 Code. Pursuant to Section 363(c)(2), the Court may authorize the debtor to use a secured
24 creditor’s cash collateral if the secured creditor is adequately protected. In re Mellor, 734 F.2d
25 1396, 1400 (9th Cir.1984). See also In re O’Connor, 808 F.2d 1393, 1398 (10th Cir.1987); In re
26 McCombs Properties VI, Ltd., 88 B.R. 261, 265 (Bankr.C.D.Cal.1988) (“McCombs”).

1 Pursuant to the Supreme Court case of United Savings Association v. Timbers of Inwood
2 Forest Associates, 108 S.Ct. 626, 629 (1988) and subsequent case law, the property interest that a
3 debtor must adequately protect pursuant to Sections 361(1) and (2) of the Bankruptcy Code is
4 only the value of the lien that secures the creditor's claim. 108 S.Ct. at 630. See also McCombs,
5 Id., at 266. Section 506(a) "limit[s] the secured status of a creditor (*i.e.*, the secured creditor's
6 claim) to the lesser of the [allowed amount of the] claim or the value of the collateral."
7 McCombs, Id., at 266. In these cases, HSBC is adequately protected by replacement lien, and by
8 the continued operation of the Debtors' businesses.

9 HSBC may also be granted replacement liens to have the same extent, validity, scope, and
10 priority as the prepetition liens held by HSBC.

11 The preservation of the value of a secured creditor's lien is sufficient to provide adequate
12 protection to a secured creditor when a debtor seeks to use cash collateral. In re Triplett, 87 B.R.
13 25 (Bankr.W.D.Tex.1988). See also In re Stein, 19 B.R. 458 (Bankr.E.D.Pa.1982). The Stein
14 Court determined that the use of cash collateral was necessary to the continued operations of the
15 debtor, and that the creditor's secured position could only be enhanced by the continued operation
16 of the debtor's business. See also, In re McCombs, supra, where the court determined that the
17 debtor's use of cash collateral for needed repairs, renovations and operating expenses eliminated
18 the risk of diminution in the creditor's interest in the cash collateral and such use would more
19 likely increase cash collateral.

20 As explained in the Motion, the Debtors' continued operation, including the necessity of
21 paying payroll, will adequately protect HSBC as the Debtors will continue to generate revenue
22 and preserve the businesses. Other Courts have determined that a debtor's continued business
23 operations can constitute the adequate protection of a secured creditor. See Matter of Pursuit
24 Athletic Footwear, Inc., 193 B.R. 713 (Bankr.D.Del.1996); In re Newark Airport/Hotel Ltd.
25 Partnership, 156 B.R. 444, 450 (Bankr.D.N.J.1993); In re Dynaco, 162 B.R. 389, 394-5
26 (Bankr.D.N.H.1993); In re Immenhausen Corp., 164 B.R. 347, 352 (Bankr.M.D.Fla.1994).

27 Additionally, in determining adequate protection, Courts have stressed the importance of
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1 promoting a debtor's reorganization.

2 In In re O'Connor, supra, the Tenth Circuit stated:

3 "In this case, Debtors, in the midst of a Chapter 11 proceeding, have proposed to
4 deal with cash collateral for the purpose of enhancing the prospects of
5 reorganization. This quest is the ultimate goal of Chapter 11. Hence, the
6 Debtor's efforts are not only to be encouraged, but also their efforts during the
7 administration of the proceeding are to be measured in light of that quest.
8 Because the ultimate benefit to be achieved by a successful reorganization inures
9 to all the creditors of the estate, a fair opportunity must be given to the Debtors
to achieve that end. Thus, while interests of the secured creditor whose property
rights are of concern to the court, the interests of all other creditors also have
bearing upon the question of whether use of cash collateral shall be permitted
during the early stages of administration."

10 808 F.2d at 1937.

11 The use of cash collateral is critical to the Debtors' ability to implement an effective
12 reorganization strategy for the benefit of all creditors.

13 **C. Compliance with Rule 4001 of the Federal Rules of Bankruptcy Procedure and**
14 **Local Bankruptcy Rule 4001-2.**

15 Pursuant to Rule 4001(c)(1)(B) of the Federal Rules of Bankruptcy Procedure ("Bankruptcy
16 Rules") and Local Bankruptcy Rule 4001-2(b) and (d), the Debtors submit that the relief requested
17 by the Debtors pertaining to the use of cash collateral does not contain any of the following
18 provisions, except as otherwise indicated in the chart appearing in Section I.D of this Motion, *supra*.

19 Pursuant to Bankruptcy Rule 4001(b)(1)(C), the Debtors are required to serve a copy of
20 the Motion on any entity with an interest in the Debtors' cash collateral, the 20 largest unsecured
21 creditors, and any other entity that the Court directs. In order to provide maximum notice of this
22 Motion, on September 20, 2017, the Debtors served a copy of this Motion on HSBC's counsel by
23 email, on the secured creditors, the United States Trustee, the Debtors' twenty largest unsecured
24 creditors, and all those parties who have requested special notice via overnight mail and/or email.
25 Counsel for the Debtors also spoke to counsel for HSBC by telephone on the morning of
26 September 20, 2017, prior to filing this Motion.

1 **III. CONCLUSION**

2 **WHEREFORE**, the Debtors respectfully request that this Court issue an order:

- 3 (a) granting the Motion in its entirety;
- 4 (b) affirming the adequacy of the notice given;
- 5 (c) instructing HSBC to unfreeze the Accounts;
- 6 (d) authorizing the Debtors to use the cash and cash collateral in the Accounts;
- 7 (e) providing adequate protection to HSBC as set forth in the Motion; and
- 8 (f) granting such other and further relief as the Court deems just and proper.

9 Dated: September 20, 2017

ZETTA JET USA, INC. and
ZETTA JET PTE, LTD..

10
11
12 By: /s/ John-Patrick M. Fritz
13 RON BENDER
14 JULIET Y. OH
15 JOHN-PATRICK M. FRITZ
16 LEVENE, NEALE, BENDER, YOO
& BRILL L.L.P.
17 Proposed Counsel for Chapter 11 Debtors
18 and Debtors in Possession
19
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DECLARATION OF MICHAEL A. MAHER

I, Michael A. Maher, hereby declare as follows:

1. I am over 18 years of age. I have personal knowledge of the facts set forth herein, and, if called as a witness, could and would testify competently with respect thereto.

2. At a special board meeting held by Zetta Jet USA, Inc., a California corporation and the debtor and debtor in possession herein ("Zetta Jet USA"), and Zetta Jet PTE, Ltd., a Singaporean corporation ("Zetta Jet PTE," and with Zetta Jet USA, collectively, the "Debtors" or "Zetta Jet"), on September 5, 2017, the board of directors of Zetta Jet appointed me as Zetta Jet's new Chief Executive Officer and President. I have reviewed and am familiar with and am knowledgeable about the books and records of Zetta Jet, which books and records are made in the regular practice of business, kept in the regular course of business, made by a person with knowledge of the events and information related thereto, and made at or near the time of events and information recorded.

3. I make this declaration in support of the Motion to which it is attached. Unless otherwise indicated with specificity or implied by context, initial capitalized defined terms used in my declaration have the same meanings as ascribed to them in the Motion.

Background.

4. On September 15, 2017 (the "Petition Date"), the Debtors each filed a Voluntary Petition for bankruptcy relief under Chapter 11 of the Bankruptcy Code.² The Debtors are operating their businesses, managing their affairs, and administering their estates as debtors in

² The Debtors have learned that certain of its shareholders - namely, Asia Aviation Holdings Pte Ltd and Truly Great Global Limited - have sought and obtained on an emergency basis an injunction from a Court in Singapore in response to the commencement of the Chapter 11 bankruptcy cases filed by the Debtors. Counsel for the Debtors has thus far not yet been provided with a copy of any such injunction. The Debtors contend that (i) the actions taken by the foregoing parties in Singapore constitute violations of the automatic stay, (ii) the Singapore Court does not have any jurisdiction over the Debtors or this Bankruptcy Court, and (iii) as a result of the foregoing, the actions taken by such parties are null and void as a matter of law. *See In re Gold & Honey, Ltd.*, 310 B.R. 357, 369 (Bankr.E.D.N.Y.2009) (determining foreign receivership proceeding commenced in Israel for Israeli corporation to have violated the automatic stay when New York corporation and Israeli corporation had already commenced chapter 11 proceedings). In any event, the Debtors believe that the failure to pay its payroll when due will likely cause irreparable harm to the Debtors and their estates.

1 possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As of the date of the filing
2 of this Motion, no trustee has been appointed and no official committee has been formed in either
3 the Debtors' cases.

4 5. Zetta Jet is a global leader in private flight operations for international business and
5 luxury travel. Zetta Jet services routes domestically across the United States and globally to
6 Europe, Asia, Australia, Africa, the Middle East, and North and South America, with ultra-long
7 range intercontinental capabilities across the Pacific Rim. Zetta Jet provides the highest level
8 luxury travel to A-list celebrities and an ultra-wealthy clientele base.

9 6. The Debtor is the parent and sole shareholder of Zetta Jet USA. The Debtor has its
10 main office in Singapore, and Zetta Jet USA has its main office and hangar base in Burbank,
11 California.

12 7. Zeta Jet owns and operates a fleet of state-of-the-art Bombardier dual-engine jet
13 aircraft, which are equipped with the fastest in-flight Wi-Fi available, whisper-quiet cabins, and
14 curated with the finest amenities. Additionally, Zetta Jet operates a number of leased jets. Zetta
15 Jet's fleet of leased and owned aircraft is operated by the highest level professional pilots and crews
16 within the private airline industry.

17 8. Together, the Debtor and Zetta Jet USA operate as a joint enterprise in global luxury
18 and business travel with network links in key cities across the globe, including Moscow, Los
19 Angeles, New York City, London, Beijing, and Shanghai.

20 9. The Debtor and Zetta Jet USA have no secured lender and do not believe that any
21 creditor has a security interest or lien in the revenue and cash of the Debtor and/or Zetta Jet USA.
22 However, as discussed further below, HSBC may have a possessory lien in the Debtors' cash in the
23 Accounts.

24 10. In December 2016, the Debtor announced the merger/acquisition of Zetta Jet USA's
25 predecessor in interest, Advanced Air Management, Inc., a California corporation, and Asia
26 Aviation Company Pte, Ltd., a Singaporean company, which gave rise to the Zetta Jet of today.
27 Established in August 2015, Zetta Jet has provided the ultimate in bespoke luxury experience to a
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1 discerning clientele of ultra-high-net-worth individuals across the globe. Zetta Jet has enjoyed
2 phenomenal growth over the past two years, in large part due to high client satisfaction, customer
3 word-of-mouth, and high-profile advertising, including advertising on the ring-ropes of the recent
4 Mayweather-McGregor boxing match.

5 11. Zetta Jet has the highest safety ratings and credentials from major aero-safety rating
6 agencies, including Wingman and ARG/US Air Charter. Zetta Jet is certified by the International
7 Business Aviation Council and is a member of Air Charter Safety Foundation. Pursuant to Title 14
8 of the Code of Federal Regulations, Part 135, Zetta Jet USA holds an Air Carrier Certificate issued
9 by the Federal Aviation Administration (“FAA”) to conduct domestic and international charter
10 flights. All domestic and international air charter operations of the Debtor and Zetta Jet USA are
11 conducted under the Air Carrier Certificate issued by the FAA to Zetta Jet USA.

12 **Events Leading To Bankruptcy.**

13 12. In August 2017, Zetta Jet’s management learned that one of its officers, Geoffrey
14 Cassidy (who has since been removed from office), was engaged in what Zetta Jet alleges to be
15 fraud, embezzlement, breaches of fiduciary duty, defalcation, and self-dealing at a loss of millions
16 of dollars to Zetta Jet. On August 17, 2017, Zetta Jet held special board meetings and removed Mr.
17 Cassidy and his wife from their respective positions with Zetta Jet, and appointed me as Zetta Jet’s
18 new Chief Executive Officer and President. At a special board meeting held on September 5, 2017,
19 the board of directors authorized me to explore bankruptcy options and file bankruptcy cases for the
20 Debtor and Zetta Jet USA.

21 13. Zetta Jet believes that Mr. Cassidy did not simply loot Zetta Jet’s coffers but also
22 entered into several contracts on behalf of Zetta Jet that were detrimental to Zetta Jet (many of
23 which Zetta Jet suspects involved kickbacks to Mr. Cassidy and secretive self-dealing).

24 14. Zetta Jet takes the alleged fraud by Mr. Cassidy very seriously and began a legal
25 investigation and forensic accounting prepetition. As a result, on September 8, 2017, Zetta Jet filed
26 a federal civil lawsuit against Mr. Cassidy and an investor in the United States District Court for the
27 Central District of California, bearing case number 2:17-cv-06648-JAK-GJS (the “District Court”
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1 Lawsuit”). By way of the District Court Lawsuit, Zetta Jet alleges that Mr. Cassidy engaged in self-
2 dealing, fraud, embezzlement and enriched himself by, among other unlawful activities, (i) using
3 company funds to purchase and/or renovate personal property including two yachts and related
4 items valued conservatively between \$3 million USD and \$10 million USD; (ii) purchasing and
5 renovating real property, including homes in France and Singapore; (iii) purchasing at least three
6 luxury automobiles in Singapore valued conservatively between \$2 million USD and \$3 million
7 USD; (iv) hosting extravagant gatherings costing hundreds of thousands of dollars in restaurants,
8 bars, and social clubs around the world, including in Monaco, Los Angeles, and Macao; and (v)
9 personally using Zetta Jet’s fleet to fly his friends and himself for free around the globe to
10 Singapore, Melbourne, Tokyo, Los Angeles, and Nice, France (where he took possession of his new
11 multi-million-dollar yacht, which was purchased with misappropriated funds at Zetta Jet’s expense),
12 in total over 300 hours of flight time at an average cost of \$10,000 per hour in costs and lost
13 corporate opportunity.

14 15. In 2015, Mr. Cassidy, in his capacity as an officer of Zetta Jet, purchased seven (7)
15 Bombardier Global Express aircraft from a company called Jetcraft and is alleged to have made
16 secret deals with the Jetcraft broker for illegal kickbacks of approximately \$2 million USD for each
17 aircraft purchased. Later, in 2017, Mr. Cassidy ordered seven (7) more Bombardier jets from
18 Jetcraft with similar alleged illegal secret kickbacks. Zetta Jet estimates that these alleged illegal
19 kickbacks, in the aggregate, represent between \$14 million USD and \$18 million USD of assets
20 and/or opportunities misappropriated from Zetta Jet. These dealings harmed and continue to harm
21 Zetta Jet by having inflated the price of the purchased jets, inflating the financing obligations taken
22 on by Zetta Jet, including additional interest on higher principal sums borrowed, and inflating the
23 debt service to an unsustainable level.

24 16. Both the Debtor and Zetta Jet USA will seek to employ professionals in their
25 bankruptcy cases to continue the forensic work and litigation involving the District Court Lawsuit
26 and intend to recover as much as possible to repay creditors, as well as unwind and avoid fraudulent
27 conveyances. The Debtor and Zetta Jet USA will also evaluate and seek to reject certain executory
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1 contracts negotiated by Mr. Cassidy for their unfavorable business terms or otherwise avoid them as
2 fraudulent conveyances. The FBI has interviewed Zetta Jet’s officers and shareholders about these
3 matters, and Zetta Jet’s current management is cooperating fully in the belief that this will advance
4 recovery for creditors.

5 17. Additionally, in 2016, a wealthy Chinese national, Mr. Li Qi, made a substantial
6 investment in Zetta Jet with a combination of \$70 million USD loans and \$60 million USD capital.
7 Zetta Jet estimates that Mr. Qi was owed approximately \$70 million of debt as of the Petition Date.
8 Prior to the Petition Date, Mr. Qi sought the immediate payment of the obligations owed to him.
9 Zetta Jet’s management determined that Zetta Jet could not satisfy the demand, certainly not
10 without compromising the integrity of Zetta Jet’s ongoing business operations.

11 18. With the mounting pressure on cash flow, payments due to legitimate creditors for
12 debts incurred in the ordinary course of Zetta Jet’s business, and fraudulent claims being lodged by
13 illegitimate creditors, the Debtor and Zetta Jet USA determined in their reasonable business
14 judgment that they should file Chapter 11 bankruptcy cases and utilize the protections of the
15 Bankruptcy Code to keep their business operations running without disruption, purge any fraudulent
16 debt, analyze and reject those contracts negotiated by Mr. Cassidy which are determined by the
17 Debtor and Zetta Jet USA to be unfavorable, pursue claims against Mr. Cassidy and potentially
18 other parties, and provide for the greatest recovery possible for the legitimate creditors of the Debtor
19 and Zetta Jet USA.

20 **The Accounts at HSBC, Use of the Cash, and Adequate Protection.**

21 19. The Debtors maintain the following accounts at The Hongkong and Shanghai
22 Banking Corporation Limited, located at 21 Collyer Quay HSBC Building Level 7 Singapore
23 049320, with the following balances as of September 19, 2017 (each an “Account” and
24 collectively, the “Accounts”), as set forth in the table below:

Account title	Acct no.	Currency	Current Ledger
ZETTA JET PTE. LTD.	*****-180	AUD	7,481.85
ZETTA JET PTE. LTD.	*****-178	EUR	4,260.25
ZETTA JET PTE. LTD.	*****-179	GBP	9,671.78
ZETTA JET PTE. LTD.	*****-001	SGD	10,919.16

ZETTA JET PTE. LTD.	*****-002	SGD	19,896.95
ZETTA JET PTE. LTD.	*****-181	USD	585,335.86
ZETTA JET PTE. LTD.	*****-182	USD	70,856.06
ZETTA JET USA INC	*****-181	USD	3,022.22

20. Substantially all of the Debtors' funds are in the Accounts. Without use of the cash in the Accounts, the Debtors are unable to pay the payroll to their employees, the businesses will shut down, and there will be no recovery for any of the creditors other than a liquidation of Debtors' fleet, which are encumbered by aircraft financing lease liens and the possessory liens of mechanics (but which do not implicate cash collateral).

21. Based on the Debtors' books and records, the Debtors believe that HSBC has a claim for \$4,157,523, HSBC has a collateral account rendering a secured claim of \$2,074,074, and HSBC is left with a bifurcated general unsecured claim in the amount of \$2,083,449, as of the Petition Date.

22. The Debtors are seeking immediate use of the cash in the Accounts to fund U.S. payroll this week in the amount of approximately \$370,000.

23. The Debtors believe that significantly all of the employees will quit if they are not paid their salaries and benefits in full in a timely fashion. As a private airline operator, it is crucial for the Debtors to retain their employees, many of whom are pilots, flight crew members, and maintenance staff who provide highly specialized services, to operate the Zetta Jet jets and manage the Debtors' business. The Debtors must retain the Employees to continue its business operations without interruption and to preserve and maximize the value of its assets during these Chapter 11 cases. The Debtors' personnel is familiar with the Debtors' business operations, vendors, and client base, and is thus essential to the preservation of the Debtors' business. Therefore, the Debtors' failure to pay payroll will likely result in severe disruptions to the Debtors' operations to the detriment of creditors and potentially the collapse of the entire enterprise. The Debtors' ability to preserve the full value of their business and assets and ultimately successfully reorganize depends upon the Debtors' continued operations, which cannot occur without the efforts of the employees.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

10250 Constellation Blvd., Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify* **NOTICE OF MOTION AND EMERGENCY MOTION FOR ORDER: (1) AUTHORIZING DEBTORS TO USE CASH COLLATERAL ON AN INTERIM BASIS; (2) GRANTING ADEQUATE PROTECTION TO SECURED CREDITORS; AND (3) SCHEDULING A FINAL HEARING; MEMORANDUM OF POINTS AND AUTHORITIES**) will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) September 20, 2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

- Ron Bender rb@lnbyb.com
- John-Patrick M Fritz jpf@lnbyb.com, JPF.LNBYB@ecf.inforuptcy.com
- Dare Law dare.law@usdoj.gov
- Juliet Y Oh jyo@lnbrb.com, jyo@lnbrb.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL:

On September 20, 2017 I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on September 20, 2017 I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served via Attorney Service

The Honorable Sandra R. Klein
United States Bankruptcy Court
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1582 / Courtroom 1575
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

September 20, 2017 Jason Klassi
Date Printed Name

/s/ Jason Klassi
Signature

3. **SERVED BY EMAIL**

Zetta Jet (8315)
OUST, Secured, Top 20

Office of the United States Trustee
Attn: Dare Law
Email: dare.law@usdoj.gov

Secured Creditors:

Bank of Utah, Owner Trustee
Email: cschulthies@bankofutah.com

Corporate Jet Support, Inc.
Email: jwhelan@corpjetsupport.com

Export Development Canada
Email: support@edc.ca

Festin Management Corp.
Email: Jimmy Jets
jjmt@jimmyjets.net

TVPX ARS Inc.
Email: David Wall
dwall@TVPX.com

TVPX ARS Inc.
Email: David Wall
dwall@TVPX.com

Universal Fuels, Inc.
Email: Amen Fung
afung@univ-wea.com

Universal Weather and Aviation, Inc.
Email: Amen Fung
afung@univ-wea.com

Top 20 Unsecured Creditors:

Bombardier (Learjet Inc.)
Email: Martin Bruyere
martin.bruyere@aero.bombardier.com

Rolls-Royce Deutschland Ltd & Co KG
Email: Michael Mechler
michael.mechler@rolls-royce.com

World Fuel Svcs (Singapore) Pte Ltd
Email: Calvin Chia
cchia@wfscorp.com

Universal Fuels, Inc. (UVAir)
Email: Amen Fung
afung@univ-wea.com

CAE SimuFlite, Inc
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