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IN THE UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA — LOS ANGELES DIVISION

In re: ZETTA JET USA, INC., a California corporation, Debtor and Debtor in Possession.	Lead Case No.: 2:17-bk-21386-SK Jointly administered with: 2:17-bk-21387-SK (Zetta Jet PTE, Ltd., a Singaporean corporation) Chapter 11 Cases
In re: ZETTA JET PTE, LTD., a Singaporean corporation, Debtor and Debtor in Possession.	**THE LI ENTITIES' LIMITED OBJECTION TO CHAPTER 11 TRUSTEE'S EMERGENCY MOTION FOR INTERIM AND FINAL ORDERS (1) APPROVING FINANCING PURSUANT TO 11 U.S.C. §§ 364(c) AND 364(d); (2) APPROVING SUPERPRIORITY ADMINISTRATIVE**

☒ Affects both Debtors

☐ Affects Zetta Jet USA, Inc., a California corporation only

☐ Affects Zetta Jet PTE, Ltd., a Singaporean corporation only

EXPENSE CLAIM AGAINST THE ESTATES; (3) USE OF CASH COLLATERAL AND GRANT ADEQUATE PROTECTION; (4) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(c); AND (5) GRANTING FURTHER RELIEF

Hearing:
Date: November 28, 2017
Time: 9:00 a.m.
Place: Courtroom 1575
255 East Temple St.
Los Angeles, CA 90012

Truly Great Global Ltd., Universal Leader Investment Ltd. and Glove Assets Investment Ltd. (collectively, the "**Li Entities**"), by and through their undersigned counsel, file this Limited Objection to the Chapter 11 Trustee's Emergency Motion for Interim and Final Orders (1) Approving Financing Pursuant to 11 U.S.C. §§ 364(c) and 364(d); (2) Approving Superpriority Administrative Expense Claim Against the Estates; (3) Use of Cash Collateral and Grant Adequate Protection; (4) Scheduling a Final Hearing Pursuant to Bankruptcy Rule4001(c); and (5) Granting Further Relief [ECF 381] (the "**Financing Motion**").

Summary of the Argument

The Li Entities do not object to the Trustee obtaining financing, but certain terms of the proposed financing – identified below – should not be approved because they would improperly (i) cede control of critical matters in the chapter 11 case to the proposed lender, Scout Aviation II, LLC (the "**Proposed Lender**"), (ii) make it impossible for the chapter 11 trustee (the "**Trustee**") to exercise his fiduciary duty to creditors, (iii) interfere with the Trustee's ability to maximize value for the benefit of creditors and shareholders and (iv) benefit the Proposed Lender at the expense of the Debtors' estates. Thus, the Court should not approve the proposed financing unless these provisions are eliminated.[1]

[1] In light of the expedited schedule for this proceeding, and the objection deadline established by the Court's November 17, 2017 scheduling order, the Li Entities are filing this objection prior to having had an opportunity to review the proposed interim order and budget, which are obviously important,
(Footnote Cont'd on Following Page)

The Li Entities and Their Interest

Universal Leader Investment Ltd. and Glove Assets Investment Ltd. are among the Debtors' largest creditors, with a claim in excess of $90 million arising from financing provided to the Debtors. Truly Great Global Ltd. is also among the largest shareholders of Debtor Zetta Jet PTE, Ltd. ("**Zetta Jet PTE**"), which owns Debtor Zetta Jet USA, Inc. ("**Zetta Jet USA**"). The Li Entities' principal, Mr. Li Qi, is a Director of Zetta Jet PTE. Thus, the Li entities obviously have a substantial interest in the outcome of these chapter 11 cases. Indeed, there is likely no creditor or other party in interest that has a greater interest in the success of this proceeding than the Li Entities.

Commencement of These Cases and Appointment of a Trustee

In the summer of this year, the Debtors discovered that a then-officer and director of the Debtors, Geoffrey Cassidy, had apparently engaged in fraudulent and other wrongful conduct, which had caused significant damage to the Debtors. As a result, Mr. Cassidy was removed as an officer and director, and the Debtors filed suit against him in the United States District Court for the Central District of California (Case No. 2:17-cv-6648).

On September 15, 2017, without informing Mr. Li (who, as noted, is a director of Zetta Jet PTE), and without obtaining board authorization, the then CEO of the Debtors, James Maher, apparently in concert with directors James Seagrim and Matt Walter, caused both of the Debtors to file chapter 11 petitions in this Court.[2] Shortly thereafter, on September 29, 2017, John King was appointed as the Trustee.

The Financing Motion and Provisions That Must Be Eliminated

The Financing Motion was filed, along with a request for expedited consideration, on November 16, 2017. The Court subsequently scheduled a hearing on the Financing Motion for

(Footnote Cont'd From Previous Page)
and without having yet taken a deposition of the Proposed Lender, which the Li Entities have requested. The Li Entities reserve the right to supplement this objection at the hearing on the Financing Motion, if warranted, after they have been provided with the proposed order and budget, and have conducted the deposition.

[2] See Preliminary Response to Debtors' Emergency Motion to Approve Stipulation for Appointment of a Chapter 11 Trustee Pursuant to 11 U.S.C. § 1104 [ECF 69].

November 28, 2017. While the Li Entities do not object to the Trustee obtaining financing, certain provisions outlined in the Financing Motion and the annexed term sheet (the "**Term Sheet**") go far beyond what this Court should permit – giving enormous control over the outcome of these cases to the Proposed Lender and impairing the Trustee's ability to exercise his fiduciary duties and to maximize value. This Court should guard against such over-reaching by the Proposed Lender.

The following provisions should be eliminated:

Broad Release With No Investigation. The Term Sheet provides that the Trustee, presumably on behalf of the Debtors' estates, will release "all claims, rights, demands, actions, obligations, liabilities and causes of action, of any and every kind, nature, and character whatsoever, that he has now, has ever had, or may in the future have" against not only the Proposed Lender, but also its "related or affiliated companies, partnerships, subsidiaries, and other business entities and its and their present and former respective officers, directors, shareholders, owners, agents, employees, representatives, insurers, attorneys, successors and assigns." None of these parties are identified, so we have no idea who is being released. Indeed, even the "Lender" is not identified – it is referred to as "Scout Aviation II, LLC and other lenders."

To approve such an extraordinarily broad release, when the Court has no idea of who is being released and what claims may exist against the released parties – and when there is no evidence that an appropriate investigation of claims against these (unknown) parties has been undertaken – would be ridiculous. And it would be particularly ridiculous to do so on shortened notice. This is a case in which causes of action may turn out to be the only valuable assets available to pay creditors. The Trustee has a duty to preserve any and all such claims and to investigate them. Releasing unknown claims against a long list of unknown parties, early in the case, on expedited notice, without any investigation, is manifestly improper.

The release apparently includes avoidance actions. The Trustee should disclose what avoidance actions may exist against any of the parties to be released. Of course, that requires that all of the released parties be identified, which as noted has not occurred. In any event, at this stage of the case, when it is far from clear what value, if any, will exist for unsecured creditors, the

Trustee should not be releasing avoidance actions. In addition to avoidance actions, the Trustee should also disclose what contractual and other claims may exist against any of the parties to be released, and what analysis of any such claims has been undertaken, so that the true cost of the release can be understood and evaluated by parties in interest and by the Court.

Using the DIP to Dictate Plan Provisions and Preclude Alternative Plans. It may be appropriate for a DIP lender to require that the Trustee propose a plan by a reasonable deadline, but it crosses the line when the lender seeks to (i) dictate what the plan will provide, (ii) require the Trustee to designate the lender as the stalking horse bidder and to provide it with a specified breakup fee amount, and (iii) prevent the Trustee from exploring alternative plan or stalking horse proposals and fulfilling his fiduciary duties. Here, the Term Sheet does exactly that.

First, the Term Sheet requires the Trustee to propose a plan that is acceptable to the Proposed Lender and that "shall provide for [the Proposed] Lender to sponsor and fund the Plan as a plan stalking horse" – even if some other plan sponsor or stalking horse bidder makes a proposal that would be more advantageous for creditors and shareholders. And it commits the Trustee to propose the Plan sponsored by the Proposed Lender even though the Proposed Lender has not yet committed to, or even outlined, its contemplated terms. How can the Trustee commit to propose a Lender-sponsored Plan, at this stage in the case, without any understanding or disclosure of what the Plan's terms might be, and without any binding commitment on the part of the Proposed Lender? And how can the Trustee commit to designate the Proposed Lender as the stalking horse bidder – with all of the advantages that status entails – without knowing what the Proposed Lender is offering, without any commitment on the part of the Proposed Lender, and without any appropriate process to determine what other prospective plan sponsors or stalking horse bidders might propose?

Second, the Term Sheet provides that the Proposed Lender will be awarded a breakup fee of at least $500,000 plus an expense reimbursement of $100,000. We do not know what percent of the stalking horse bid that breakup fee might be, because the bid price is not stated. We also do not know whether the legal standard for awarding a breakup fee to the Proposed Lender can be satisfied

in this case, or even whether there may be some other entity that would make a superior stalking horse bid than the Proposed Lender (which we would never know under the Proposed Lender's proposal, because the Trustee would be precluded from seeking out alternative stalking horse bids or plan sponsorship proposals). DIP financing is not the appropriate vehicle to determine what entity will be the "plan stalking horse," and it certainly is not the appropriate vehicle to determine – without any evidence – whether a breakup fee should be awarded under a not-yet-filed sale motion or plan, or the appropriate amount of any such breakup fee. The Trustee should not be locked into supporting a breakup fee and expense reimbursement amount that may end up being wholly disproportionate to the ultimate acquisition terms, and that would benefit an entity that may not even offer the best stalking horse proposal

Third, although in connection with a sale of the business, either under § 363 or through a plan, the Trustee has a fiduciary duty to identify the highest and best bid, or plan sponsor offer, the Term Sheet states that "[t]he Borrower, the Chapter 11 Trustee, and the Committee shall not solicit bids from other third parties to submit competing bids as plan sponsor until the Bid Protections are approved." This provision – which would prohibit the Trustee and the Committee from doing exactly what they should be doing, which is searching out the best proposal for a purchase or a plan sponsor transaction – is outrageous. It precludes the Trustee and the Committee from exercising their fiduciary duty to seek to maximize value, and gives the Proposed Lender an unfair advantage to the detriment of creditors and shareholders.

The Proposed Lender may respond that the Trustee would be free to seek out better offers ***after*** the Bid Protections are approved, but that is no answer. The Trustee (and Committee) have a duty to seek out the best "stalking horse" proposal for a purchase or plan transaction before the Court considers designating a stalking horse or awarding it generous Bid Protections. It is not appropriate for the Trustee (or Committee) to be locked-up or precluded from seeking out value maximizing transactions. It is particularly problematic here where no disclosure of any sort has been made about the Proposed Lender's contemplated acquisition terms or what alternatives exist, and where the Proposed Lender has not made any binding plan funding commitment. Under the

Term Sheet, if the Proposed Lender offers to acquire the assets for $1, the Trustee would nonetheless be bound to designate that bid as the stalking horse – with Bid Protections – and to propose a Plan that is centered around that bid. And until this Court approves the Proposed Lender as the stalking horse, and approves the Bid Protections sought by the Proposed Lender, the Trustee would be barred from soliciting other offers. This lockup provision, which is obviously intended by the Proposed Lender to stack the deck in its favor, and to impede competition, should be deleted.

Fourth, the Term Sheet provides that if ***any party*** files a plan that "is not acceptable to the Lender," that is an Event of Default.[3] Apparently, even if a plan provided for payment in full of the DIP financing, it would be an Event of Default if the plan "is not acceptable to the Lender." Thus, for example, if the Trustee, or a creditor, were to file a plan that provided for a sale of the company to a buyer other than the Proposed Lender, and full repayment of the DIP financing on the plan's effective date, the mere filing of that plan would be an immediate Event of Default. This provision effectively gives the Proposed Lender a veto right over any plan that might be filed not only by the Trustee but by any other party. Combined with the lockup provision discussed above, it represents an effort by the Proposed Lender to utilize DIP financing, proposed on an expedited basis, to dictate the outcome of the case, suppress other bids, and secure the assets for a minimum price.

Using the DIP Loan to Entrench Management. The Term Sheet provides that the departure of James Seagrim, Matt Walter, Eric Rastler or Joe Ponte would be an Event of Default. This impairs the Trustee's ability to decide who should be employed by the Debtors. Apparently, even a termination for cause of any of these individuals would be an Event of Default. This could create a Hobson's Choice for the Trustee: terminate an individual who is not needed, or who has committed wrongdoing, and thereby be forced into liquidation by an Event of Default, or keep such an individual, despite adverse consequences, to avoid such a default. This provision, which entrenches individuals without regard to the Debtors' needs or the individuals' own conduct, and which impairs the Trustee's ability to exercise his fiduciary duty, should not be approved.

[3] In reality, the Term Sheet refers to filing of a plan by the Borrower or, if exclusivity, has terminated, then by "any party." But there is no plan exclusivity in this case because a chapter 11 trustee has been appointed. 11 USC § 1121(c)(1).

Using the DIP Loan Proceeds to Benefit the DIP Lender. The Term Sheet purports to require the Trustee to utilize DIP Financing proceeds "first to all costs associated with aircraft N4T/9195." The Li Entities understand that this aircraft is owned by the Proposed Lender or an affiliate of the Proposed Lender. The Financing Motion does not state the amount of "costs" that are to be paid in connection with this aircraft, as a first priority from financing proceeds, but the Li Entities understand that this amount is at least $1.5 million, or thereabout (though it could be more; there is no limit stated in the Term Sheet). This is an unnecessary expense for the estate. The Trustee could simply reject the lease for this aircraft and save the $1.5 million. And our understanding is that, absent the Proposed Lender's insistence that the financing proceeds be used to pay this $1.5 million for its benefit, that is precisely what the Trustee would otherwise do. Thus, about 33% of the interim financing proceedings, and 18% of the maximum amount of total financing proceeds – and the first dollars advanced – are being utilized to pay a prepetition obligation that is totally unnecessary from the estates' perspective and that benefits only the Proposed Lender.[4] This would be improper even if the Trustee had intended to retain the aircraft in that it effectively converts a prepetition obligation into a postpetition obligation, but it is completely inappropriate to fund these amounts when it would otherwise be in the best interests of the estate to reject the lease for that aircraft. It is also discriminatory because it gives one prepetition creditor an advantage – a guaranteed right of repayment from DIP financing proceeds – over other similarly situated creditors. This provision should be deleted. The Trustee should not be required, as a condition of obtaining DIP financing, to repay a prepetition obligation for the benefit of the Proposed Lender, and thereby to discriminate among similarly situated creditors, particularly when

[4] When one considers these payments, plus the high interest rate, plus the $200,000 expense reimbursement for the DIP financing, plus the Trustee's commitment regarding the $500,000 break-up fee and $100,000 expense reimbursement , plus the release of avoidance actions and other causes of action and all other claims that are being given to the Proposed Lender, it becomes clear that the primary beneficiary of the financing is the Proposed Lender. Comparatively, the Debtors' estate is receiving only a minimum benefit from the DIP financing, although the professionals who are designated to receive $1.9 million of the DIP funding proceeds certainly benefit. ***Three-quarters of the proposed interim financing and nearly half of the DIP financing proceeds are being used to pay gratuitously the expenses of the Scout aircraft (whose lease would otherwise be rejected by the Trustee) and estate professionals.***

the Trustee in the exercise of his fiduciary duties would otherwise elect to reject the lease and not incur that expense. Instead, the Trustee should utilize financing proceeds as he deems appropriate in the exercise of his fiduciary duty, and not as dictated by the Proposed Lender for the Proposed Lender's own personal benefit. This flexibility is particularly important in view of the liquidity concerns raised by the Trustee.

Basic information about the Lender and its prior dealings with the Debtors should be disclosed. As noted above the Financing Motion does not identify the Proposed Lender. It refers to the Lender as "Scout Aviation II, LLC and other lenders." The Trustee should disclose (1) who are the Lenders, (2) who are their individual owners or principals, (3) what dealings, if any, the Lenders or their owners/principals have had with the Debtors or their officers, directors, shareholders or principals, including former officers and directors such as Mr. Cassidy, and (4) the relationship of the Proposed Lender to aircraft N4T/9195, and the amount of "costs" the Proposed Lender is insisting that the Debtor pay relating to that aircraft. The Proposed Lender will presumably seek a "good faith" finding from this Court and these disclosures would be necessary in connection with any such finding.

Conclusion

The terms proposed in the Financing Motion and the annexed Term Sheet represent gross over-reaching by the Proposed Lender. The Proposed Lender seeks to utilize financing provided on an expedited basis to effectively dictate the outcome of these cases, by limiting the Trustee's ability to exercise his fiduciary duty. If approved, the result will likely be a favorable one for the Proposed Lender, but at the expense of creditors and shareholders. The Trustee may feel constrained to agree to whatever terms the Proposed Lender dictates because he is concerned about the prospect of running out of cash and ceasing operations. But the Court is not so constrained, and the Court should guard against the sort of lender over-reaching reflected in the Term Sheet.

Accordingly, the Li Entities respectfully request the Court to deny the Financing Motion, or to require each of the changes outlined above, and to afford such other relief as is just and appropriate. The Li Entities also request that the Court afford them, and any other parties in

interest, the right to assert further objections when we see the financing documentation and the proposed form of interim order and budget, which have not yet been provided.

Respectfully submitted,

Dated: November 20, 2017

ARNOLD & PORTER KAYE SCHOLER LLP

By: /s/ Tiffany M. Ikeda
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Attorneys for Mr. Li Qi, Truly Great Global Ltd., Universal Leader Investment Ltd. and Glove Assets Investment Ltd.

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IN THE UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA — LOS ANGELES DIVISION

In re: ZETTA JET USA, INC., a California corporation, Debtor and Debtor in Possession.	Lead Case No.: 2:17-bk-21386-SK Jointly administered with: 2:17-bk-21387-SK (Zetta Jet PTE, Ltd., a Singaporean corporation) Chapter 11 Cases **PROOF OF SERVICE**
In re: ZETTA JET PTE, LTD., a Singaporean corporation, Debtor and Debtor in Possession.	
☒ Affects both Debtors ☐ Affects Zetta Jet USA, Inc., a California corporation only ☐ Affects Zetta Jet PTE, Ltd., a Singaporean corporation only	

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: 777 S. Figueroa Street, 44th floor, Los Angeles, California 90017-5844

A true and correct copy of the foregoing document entitled: **THE LI ENTITIES' LIMITED OBJECTION TO CHAPTER 11 TRUSTEE'S EMERGENCY MOTION FOR INTERIM AND FINAL ORDERS (1) APPROVING FINANCING PURSUANT TO 11 U.S.C. § § 346(c) and 364(d); (2) APPROVING SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIM AGAINST THE ESTATES (3) USE OF CASH COLLATERAL AND GRANT ADEQUATE PROTECTION; (4) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(c); AND (5) GRANTING FURTHER RELIEF** 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 November 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

2. SERVED BY UNITED STATES MAIL:
On November 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 November 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.

VIA PERSONAL DELIVERY

Hon. Sandra R. Klein
United States Bankruptcy Court
Central District of California
255 E. Temple Street, Suite 1582, Courtroom 1575
Los Angeles, CA 90012

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

November 20, 2017 Elissa Houlberg /s/ Elissa Houlberg

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