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11 **IN THE UNITED STATES BANKRUPTCY COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

13 **IN RE:**

14 ZETTA JET USA, INC., a California  
corporation  
15 Debtor.

Lead Case No.: 2:17-bk-21386-SK  
Chapter 7  
Jointly Administered With:  
Case No.: 2:17-bk-21387-SK

Adv. Proc. No. 2:19-ap-01147-SK

17 **IN RE:**

18 ZETTA JET PTE Ltd., a Singaporean  
corporation  
19 Debtor.

**BOMBARDIER AEROSPACE  
CORPORATION’S RESPONSE TO THE  
TRUSTEE’S APPLICATION TO FILE  
UNREDACTED AMENDED  
COMPLAINT AND REDLINE UNDER  
SEAL**

Hearing:  
Date: June 30, 2021  
Time: 9:00 a.m. (PDT)  
Place: Courtroom 1575  
255 East Temple Street  
Los Angeles, CA 90012

21 JONATHAN D. KING, solely in his capacity  
22 as Chapter 7 Trustee of Zetta Jet USA, Inc.  
and Zetta Jet PTE, Ltd.,  
23 Plaintiff,  
24 v.

25 CAVIC AVIATION LEASING (IRELAND)  
26 22 CO. DESIGNATED ACTIVITY  
COMPANY AND BOMBARDIER  
27 AEROSPACE CORPORATION,

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Defendants. )  
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**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

	<u>page</u>
I. INTRODUCTION.....	1
II. BACKGROUND.....	1
III. BOMBARDIER’S CONFIDENTIAL INFORMATION.....	3
IV. THE REDACTED PROPOSED COMPLAINT AND EXHIBITS MUST BE FILED UNDER SEAL.....	6
A. The Legal Standard for Motions to Seal.....	6
i. Section 107 Protects Confidential Commercial Information.....	7
ii. Sealing Confidential Commercial Information is Mandatory Under Section 107.....	9
B. The Redacted Proposed Complaint and Exhibits Contain Confidential Commercial Information and Bombardier Is Entitled to Protection Under Section 107.....	11
i. Bombardier’s Exhibits and the Redacted Proposed Complaint Is Entitled to Protection.....	11
V. FUTURE COMPLIANCE WITH SECTION 107(c)(3)(B).....	12
VI. CONCLUSION.....	13

**TABLE OF AUTHORITIES**

Cases

*Ad Hoc Protective Comm. for 10 1/2 Debenture Holders v. Itel Corp. (In re Itel Corp.)*,  
17 B.R. 942 (9th Cir. B.A.P. 1982).....7

*Geltzer v. Andersen Worldwide, S.C.*,  
No. 05 CIV. 3339 (GEL), 2007 WL 273526 (S.D.N.Y. Jan. 30, 2007)..... 9, 11, 12

*Gitto v. Worcester Tel. & Gazette Corp. (In re Gitto Global Corp.)*,  
422 F.3d 1 (1st Cir. 2005).....10

*Goldstein v. Forbes (In re Cendant Corp)*,  
260 F.3d 183 (3d Cir. 2001) .....9

*In re Alterra Healthcare Corp.*,  
353 B.R. 66 (Bankr. D. Del. 2006).....7

*In re Anthracite Capital, Inc.*,  
492 B.R. 162 (Bankr. S.D.N.Y. 2013).....9

*In re Barney’s, Inc.*,  
201 B.R. 703 (Bankr. S.D.N.Y. 1996)..... 6, 7, 9

*In re Borders Group, Inc.*,  
462 B.R. 42 (Bankr. S.D.N.Y. 2011).....6, 8

*In re El Toro Exterminator of Fla., Inc.*,  
No. 05-60015-BKC-LMI, 2006 WL 2882519 (Bankr. S.D. Fla. July 6, 2006).....8

*In re Farmland Industries, Inc.*,  
290 B.R. 364 (Bankr. W.D. Miss. 2003) .....9

*In re Fiber Mark, Inc.*,  
330 B.R. 480 (Bankr. D.Vt. 2005) .....7

*In re Food Mgmt. Group*,  
359 B.R. 543 (Bankr. S.D.N.Y. 2007).....9, 10

*In re Kahn*,  
2013 WL 6645436 (9th Cir. B.A.P. 2013).....9

*In re Northstar Energy, Inc.*,  
315 B.R. 425 (Bankr. E.D.Tx. 2004).....8, 9

*In re Nunn*,  
49 B.R. 963 (Bankr. E.D.Va. 1985) .....6

1 *In re Roman Catholic Archbishop of Portland in Oregon*,  
2 661 F.3d 417 (9th Cir. 2011) .....9, 10

3 *In re Transbrasil S.A. Linhas Aereas*,  
4 644 Fed. Appx. 959 (11th Cir. 2016)..... 10, 11

5 *In re Windstream Holdings Inc.*,  
6 No. 19-CV-4854 (CS), 2020 WL 1651598 (S.D.N.Y. Apr. 3, 2020).....7

7 *Miller v. Indiana Hospital*,  
8 16 F.3d 549 (3d Cir. 1994) .....9

9 *Nixon v. Warner Communications, Inc.*,  
10 435 U.S. 589 (1978).....9

11 *Publiker Indus., Inc. v. Cohen*,  
12 733 F.2d 1059 (3d Cir. 1984).....9

13 *Sec. Inv’r Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC*,  
14 No. ADV. 08-01789 BRL, 2011 WL 1378602 (Bankr. S.D.N.Y. Apr. 12, 2011).....8

15 *Video Software Dealers Assoc. v. Orion Pictures Corp (In re Orion Pictures Corp.)*,  
16 21 F.3d 24 (2d Cir. 1994).....6, 7

17 Statutes and Codes

18 United States Code,  
19 Title 11, Section 107 .....passim  
20 Title 11, Section 107(b).....passim  
21 Title 11, Section 107(b)(1) .....passim  
22 Title 11, Section 107(c)(3)(A) .....2  
23 Title 5, Section 552 .....12

24 Rules and Regulations

25 Federal Rules of Civil Procedure,  
26 Rule 26.....9

27 Local Rules of Civil Procedure,  
28 Rule 5003-2(c).....6

Other Authorities

2-107 *Collier on Bankruptcy* (16th ed. 2017) P 107.03[3].....9

1 **I. INTRODUCTION**

2 1. Bombardier Aerospace Corporation (“BAC,” collectively, with Bombardier Inc. and  
3 Learjet, Inc., “Bombardier”) hereby submits this Response and Memorandum In Support of the  
4 *Trustee’s Application to File Unredacted Amended Complaint* (the “Proposed Complaint”)<sup>1</sup> and  
5 *Redline Under Seal; Supporting Declaration of Joseph A. Roselius* (the “Motion to Seal”) (Dkt. No.  
6 243) filed by the chapter 7 trustee (the “Trustee”) of Zetta Jet USA, Inc. and Zetta Jet PTE, Ltd. (the  
7 “Debtors”) and the plaintiff in the above-captioned adversary proceeding (the “Adversary  
8 Proceeding”). As explained below, sealing is appropriate, although Bombardier submits that fewer  
9 redactions to the Exhibits to the Proposed Complaint than those proposed by the Trustee are  
10 necessary to protect its confidential commercial information as part of a public version of the  
11 Proposed Complaint. These redactions are reflected in the Exhibits submitted to the Court  
12 separately containing red boxes designating confidential information.<sup>2</sup> The reasons supporting these  
13 limited redactions are set forth below and in the accompanying declaration from Bill Hantzis, dated  
14 May 11, 2021, and Exhibits A-C attached thereto (“Hantzis Decl.” or “Hantzis Declaration”).

15 **II. BACKGROUND**

16 2. This Motion to Seal relates to the Proposed Complaint filed as an exhibit to the  
17 Trustee’s Motion to Amend Adversary Complaint (the “Motion to Amend” (Dkt. No. 242)), which  
18 seeks to amend the adversary complaint originally filed in this action on May 21, 2019 (Dkt. No. 1)

19  
20 <sup>1</sup> The Proposed Complaint, as defined herein, includes Exhibits 1-15 and Schedules 1-2 attached  
21 thereto, of which Schedule 2 contains 49 separate additional exhibits, totaling 2,260 pages  
22 (“Schedule 2 Exhibits” and collectively with all other exhibits, the “Exhibits”).

23 <sup>2</sup> The Proposed Complaint (including Exhibits 1-15 and the 49 Exhibits attached within Schedule 2)  
24 contain information designated as confidential by Bombardier; Cavic Aviation Leasing (Ireland) 22  
25 Co. Designated Activity Company (“CAVIC”); Jetcraft Corporation, Jetcraft Global, Inc., Jetcoast  
26 5000-5 LLC, Orion Aircraft Holdings Ltd., FK Group Ltd., FK Partners Limited and Jahid Fazal-  
27 Karim (“Jetcraft”); and ECN Aviation Inc. f/k/a Element Aviation Inc., ECN Capital Corporation as  
28 Successor to Element Financial Corporation (“ECN”). It is Bombardier’s understanding that the  
Trustee has provided the Court with redacted and unredacted versions of the Proposed Complaint  
and all exhibits thereto. As part of those submissions, the Trustee redacted all 49 Exhibits in  
Schedule 2 in their entirety. Upon further review, however, with respect to documents which  
Bombardier has designated as confidential, Bombardier submits more limited redactions as to these  
Exhibits.

1 and all Exhibits attached thereto.

2 3. As the Proposed Complaint and Exhibits contain Bombardier’s confidential  
3 commercial information, Bombardier joins in the Trustee’s request that, pursuant to section  
4 107(b)(1),<sup>3</sup> the Court order that confidential commercial information and other confidential data  
5 designated in the Proposed Complaint and the Exhibits be filed under seal and that only redacted  
6 versions of the Proposed Complaint and Exhibits be filed on the public docket. Further, Bombardier  
7 respectfully requests that the Court prohibit parties who receive sealed, unredacted documents (for  
8 example, the United States Trustee),<sup>4</sup> from republishing those documents or the confidential data  
9 contained therein in any way.

10 4. As noted above, Bombardier has very limited redactions relating to confidential  
11 commercial information that, if publicly disclosed, would give Bombardier’s competitors and other  
12 industry participants an unfair competitive advantage and otherwise undermine Bombardier’s  
13 commercial activities and market positions. These redactions fall into three categories: (A)  
14 redactions for the Proposed Amended Complaint and summarized in the Hantzis Decl., Ex. A; (B)  
15 redactions as designated in red boxes by Bombardier in specific Exhibits and summarized in the  
16 Hantzis Decl., Ex. B; and (C) redactions previously approved by the Court by order dated May 12,  
17 2020 in this proceeding. Dkt. No. 126 (“5/12/20 Order”), as summarized in the Hantzis Decl., Ex. C.  
18 In submissions to be sent to the Court and the parties, Bombardier’s redactions will be identified in  
19 red boxes.

20 5. For these reasons, as set forth in more detail below and in the Hantzis Declaration, the  
21 Court should protect the Proposed Complaint and Exhibits from disclosure in the manner indicated  
22 in the Proposed Complaint and in the Exhibits submitted by Bombardier as marked for redactions.

23  
24 <sup>3</sup> Unless otherwise indicated, section references are to the Bankruptcy Code, rule references are to the  
25 Federal Rules of Bankruptcy Procedure, local rule references are to the Local Bankruptcy Rules of  
26 the U.S. Bankruptcy Court for the Central District of California, and Court Manual references are  
to the Court Manual for the U.S. Bankruptcy Court for the Central District of California.

27 <sup>4</sup> The Trustee is obliged by statute to share the sealed or redacted information with the United States  
Trustee, who is not a party to this Adversary Proceeding. *See* 11 U.S.C. 107(c)(3)(A).

1 **III. BOMBARDIER'S CONFIDENTIAL INFORMATION**

2 5. Bombardier is one of the largest manufacturers of civil aircraft in the world, including  
3 three families of business aircraft—Learjet, Challenger and Global. Hantzis Decl. ¶ 3. Bombardier  
4 is a global leader in the design, manufacture, and support of business and specialized aircraft. *Id.*

5 6. Bombardier had a multi-faceted relationship with the pre-petition Debtors. *Id.* ¶ 4.  
6 Among other aspects to that relationship, Bombardier and the Debtors entered into purchase  
7 agreements for Bombardier aircraft or with others for aircraft that ultimately ended up in the  
8 Debtors' fleet. BAC and other Bombardier entities also provided warranty and non-warranty service  
9 and repairs to the Bombardier aircraft in the Debtors' fleet, which included both Global 5000 and  
10 Global 6000 aircraft as well as a Challenger 650 aircraft. *Id.*

11 7. In the Proposed Complaint, the Trustee attaches contracts or other documents, and  
12 quotes from those documents, which are subject to confidentiality restrictions, and otherwise uses  
13 information that is highly sensitive and proprietary information such as, among other things, the  
14 details of sales including prices, terms, and options. Further, the Proposed Complaint includes terms  
15 and condition from various Bombardier agreements relating to the transactions involving CAVIC  
16 which the Court previously sealed in the 5/12/20 Order.

17 8. If competitors in the marketplace have access to this closely-guarded information,  
18 they could price aircraft and options to Bombardier's disadvantage. Also, this information would  
19 give brokers and potential buyers information that would unfairly assist them in negotiating with  
20 Bombardier. The Proposed Complaint and Exhibits also contain commission payments which are  
21 highly sensitive.

22 9. The business aircraft manufacturing market, in which Bombardier operates, is  
23 extremely competitive and consists of a limited number of manufacturers that are almost always in  
24 direct competition with each other for sales. Hantzis Decl. ¶ 6. There are five main business jet  
25 manufacturers: Bombardier (including BAC and Learjet), Gulfstream, Textron (including Cessna  
26 and Beechcraft), Embraer, and Dassault. Certain manufacturers, like Embraer, also sell commercial  
27 aircraft that can be converted to business jets. These manufacturers compete to sell business jets to



1 a small universe, consisting largely of business entities or extremely wealthy individuals with the  
2 earning power to purchase jets which can cost in excess of \$50 million. *Id.*

3 10. Potential purchasers of business jets are very sophisticated in commercial matters  
4 and are often advised by counsel, brokers and other advisors that review court filings and  
5 other publicly available documents for information that may afford them a competitive  
6 advantage in negotiating the terms governing the purchase and sale of a business aircraft. *Id.* ¶ 7.

7 11. Business aircraft manufacturers compete for business based not only on publicly  
8 available information about the attributes and performance of their respective offerings, but also on  
9 extensively negotiated and otherwise confidential terms and conditions governing the sale of the  
10 aircraft to the customer, including, of course, the economics of the transaction. *Id.* ¶ 8.

11 12. As to aircraft purchase and sale agreements, the key terms that can vary from  
12 transaction to transaction, or between and amongst manufacturers, include, among others: (a) the  
13 price of the aircraft; (b) the payment schedule; (c) the delivery schedule; (d) the process for  
14 inspection and acceptance of the aircraft; (e) the consequences of delivery delays; (f) the party that  
15 bears the risk of delays in regulatory changes; (g) what constitutes “excusable” and “non-excusable”  
16 delay; (h) interest for any late payment; (i) termination rights; (j) remedies, including liquidated  
17 damages, in the event of termination; (k) the right of the manufacturer to deliver, and the purchaser  
18 to accept, an aircraft with “open delivery items” (“ODIs”) that must be addressed after delivery; (l)  
19 the time for addressing any such ODIs; (m) the regulatory authorities that must issue certificates of  
20 airworthiness; (n) the delivery location; (o) the entities to which a purchase and sale contract may  
21 (and may not) be assigned; (p) warranty terms and conditions; (q) aftermarket support terms and  
22 conditions; (r) training of customer’s personnel; (s) completion specifications; and (t) commissions  
23 to sales representatives. *Id.* ¶ 9.

24 13. It is essential that the terms and conditions, including the economic ones, governing a  
25 purchase transaction remain strictly confidential for, at least, two reasons. First, if these  
26 contractually confidential terms and conditions were publicly available, they would place  
27 Bombardier at a decided disadvantage in negotiating transactions with prospective purchasers. *Id.* ¶

1 10. As noted, purchasers of multi-million-dollar aircraft are extremely sophisticated commercial  
2 parties, very likely to find publicly disclosed pricing and other economic and commercial terms,  
3 conditions and data and to use that information in negotiations. Second, disclosure would also  
4 directly benefit competing aircraft manufacturers, who would then be able to use such information in  
5 trying to put together an aircraft offering more attractive than that which Bombardier was otherwise  
6 prepared to offer. *Id.*

7 14. For these reasons, BAC invariably includes strict confidentiality provisions or  
8 confidential designations in its aircraft purchase agreements, completion specifications, letters of  
9 intent, representative agreements, and drafts thereof, to prevent disclosure to the public, competitors,  
10 and other third parties of the terms and conditions contained therein. Thus, the agreements in these  
11 transactions contain strict confidentiality provisions. *Id.* ¶ 11.

12 15. Further, Bombardier requires all its employees to maintain the confidentiality of its  
13 contracts, including purchase agreements and representative agreements, and other proprietary data.  
14 *Id.* ¶ 12. Bombardier’s Code of Ethics and Business Conduct, which all employees are obligated to  
15 follow, states that employees may not “divulge confidential information to anyone other than the  
16 person or persons for whom it is intended, ....”. *Id.* “Confidential information” is defined to include  
17 “legal documents and information on customers....”. *Id.* This confidentiality regime continues to  
18 apply even after an employee no longer works for Bombardier. *Id.*

19 16. To ensure confidentiality, purchase and sale contracts and representative agreements  
20 are maintained by a limited group in Bombardier’s Contracts and Legal Department, and access to  
21 those contracts is limited. *Id.* ¶ 13.

22 17. In the context of lawsuits arising out of purchase and sale contracts and representative  
23 agreements or drafts thereof, Bombardier invariably requests to protect its confidential information  
24 by seeking an appropriate sealing order. *Id.* ¶ 14.

25 18. In the context of the Proposed Complaint, Bombardier has determined that the  
26 Proposed Complaint is properly redacted but that the Exhibits, while not required to be sealed in  
27 their entirety, do require specific redactions as noted in the submissions to the Court and summarized  
28

1 in Exhibit B to the Hantzis Declaration. These limited redactions balance the need to protect  
2 commercially sensitive information and the right to access to information. As such, Bombardier has  
3 expended considerable time and resources to submit the individually redacted Exhibits which limit  
4 redactions to those identified in Exhibits A, B and C.

5 **IV. THE REDACTED PROPOSED COMPLAINT AND EXHIBITS MUST BE FILED**  
6 **UNDER SEAL**

7 **A. The Legal Standard for Motions to Seal**

8 19. Section 107(b) provides that “[o]n request of a party in interest, the Court shall...(1)  
9 protect an entity with respect to a trade secret or confidential research, development, or commercial  
10 information.” It is well established that the information subject to protection under this subsection is  
11 not limited to trade secrets. Any confidential commercial information is entitled to protection.<sup>5</sup>

12 20. It is also well established that section 107 does not protect only a debtor’s  
13 confidential information. The statute extends protection to the confidential information of creditors  
14 and other parties in interest.<sup>6</sup>

15 21. As such, section 107 protects confidential commercial information in Bombardier’s  
16 possession regardless of source.

17 22. Rule 9018, Local Rule 5003-2(c), and Court Manual Section 2.8(b) provide the  
18 procedures by which a party may seek relief under section 107(b). Rule 9018 provides, in pertinent  
19 part: “On motion or on its own initiative, with or without notice, the court may make any order  
20 which justice requires (1) to protect the estate or any entity in respect of a trade secret or other  
21 confidential research, development, or commercial information.” Local Rule 5003-2(c) requires a  
22 party wishing to file a document under seal to seek that relief by motion in the manner set forth in  
23 the Court Manual. Section 2.8(b) of the Court Manual provides that the motion must describe the

24 <sup>5</sup> See, e.g., *Video Software Dealers Assoc. v. Orion Pictures Corp (In re Orion Pictures Corp.)*, 21  
25 F.3d 24, 28 (2d Cir. 1994); *In re Barney’s, Inc.*, 201 B.R. 703 (Bankr. S.D.N.Y. 1996); and 11  
U.S.C. § 107(b)(1).

26 <sup>6</sup> See, e.g., *In re Borders Group, Inc.*, 462 B.R. 42, 48 (Bankr. S.D.N.Y. 2011) (protecting  
27 confidential commercial information of third party where debtor sought to sell stock in the third  
party); *In re Nunn*, 49 B.R. 963 (Bankr. E.D.Va. 1985).

1 nature of the information that the party asserts is confidential and explain why the information  
2 should not be publicly disclosed.

3 **i. Section 107 Protects Confidential Commercial Information**

4 23. Most courts that have considered the issue agree that “confidential commercial  
5 information” is the type of information protected by section 107. And, they have agreed on the  
6 definition of “confidential commercial information” which was first articulated in *Ad Hoc Protective*  
7 *Comm. for 10 1/2 Debenture Holders v. Itel Corp. (In re Itel Corp.)*, 17 B.R. 942, 944 (9th Cir.  
8 B.A.P. 1982). There, the court described confidential commercial information as information which,  
9 if disclosed, would confer “an unfair advantage to competitors....” *Id.* at 944. This definition was  
10 adopted by the Second Circuit in *Video Software Dealers Assoc. v. Orion Pictures Corp (In re Orion*  
11 *Pictures Corp.)*, 21 F.3d 24, 27 (2d Cir. 1994), and thereafter widely adopted by other courts.<sup>7</sup>

12 24. Courts have sealed different types of commercial information under section  
13 107(b)(1) after applying the definition from *Itel Corp.* and *Orion Pictures*. For example:

14 a. *Orion Pictures, supra*, 21 F.3d 24, affirmed a bankruptcy court order denying a  
15 motion to unseal a license agreement between the debtor and McDonald’s where the  
16 bankruptcy court found that “disclosing the sealed information, including the overall  
17 structure, terms and conditions of the McDonald’s Agreement, renders very likely a direct  
18 and adverse impairment to Orion’s ability to negotiate favorable promotion agreements with  
19 future customers, thereby giving Orion’s competitors an unfair advantage.” 21 F.3d at 26  
20 (quoting *In re Orion pictures Corp., et al.*, No. 91 B 15635, Memorandum at 7 (Bankr.  
21 S.D.N.Y., filed Dec. 18, 1992)).

22 b. *In re Windstream Holdings Inc.*, No. 19-CV-4854 (CS), 2020 WL 1651598, at \*10  
23 (S.D.N.Y. Apr. 3, 2020), held that the names of critical vendors could be protected from  
24 disclosure under section 107(b)(1) where releasing that information would reduce the  
25

26 <sup>7</sup> See, e.g., *In re Alterra Healthcare Corp.*, 353 B.R. 66, 75-76 (Bankr. D. Del. 2006); *In re Fiber*  
27 *Mark, Inc.*, 330 B.R. 480, 507 (Bankr. D. Vt. 2005); and *In re Barney’s, Inc.*, 201 B.R. 703 (Bankr.  
S.D.N.Y. 1996). See, also, cases cited in paragraph 33.

1 debtors' negotiating leverage with critical vendors, "possibly precipitating a 'run on the  
2 bank' in which they all demanded immediate payment" thereby jeopardizing the debtors'  
3 financial viability.

4 c. *Sec. Inv'r Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC*, No. ADV. 08-01789BRL,  
5 2011 WL 1378602, at \*1 (Bankr. S.D.N.Y. Apr. 12, 2011), determined that a party's know-  
6 your-customer program and anti-money laundering procedures were "precisely the type of  
7 information that Congress intended to protect in bankruptcy proceedings" under  
8 section 107(b).

9 d. *In re El Toro Exterminator of Fla., Inc.*, No. 05-60015-BKC-LMI, 2006 WL  
10 2882519, at \*3 (Bankr. S.D. Fla. July 6, 2006), held that "certain proprietary pricing  
11 information contained in the Government Contracts" warranted protection under section  
12 107(b) where such information "would give any competitor an unfair advantage if the details  
13 of that pricing structure were disclosed."

14 e. *In re Northstar Energy, Inc.*, 315 B.R. 425 (Bankr. E.D.Tx. 2004), determined that a  
15 list of investors in the debtor should be sealed under section 107(b)(1). The court observed  
16 that section 107 was "designed to protect 'business entities from disclosure of information  
17 that could reasonably be expected to cause the entity commercial injury.'" (315 B.R. at 429,  
18 quoting *In re Global Crossing, LTD*, 295 B.R. 720, 725 (Bankr. S.D.N.Y. 2003)). The court  
19 found that the debtor's investor procurement functions were crucial and that competitors  
20 would likely use the list to the debtor's detriment. *Id.*

21 f. *In re Borders Group, Inc.*, 462 B.R. 42 (Bankr. S.D.N.Y. 2011), held that information  
22 regarding "identities of key employees and vendors and confidential financial information of  
23 corporation and purchaser" (*Id.* at 42) could be redacted from a stock purchase agreement  
24 filed with the court because the debtor claimed the information "if publicly disclosed could  
25 give an unfair advantage to competitors by revealing certain financial information of [the  
26 corporation] and the Purchaser and the terms and conditions of the proprietary, sensitive and  
27 confidential commercial agreement." *Id.* at 45.

28

1           25.     The case law is consistent that, where a potential impact on a debtor’s or interested  
2 party’s competitive position from disclosure of otherwise confidential or proprietary information is  
3 demonstrated, then the information constitutes confidential commercial information under section  
4 107(b)(1). *Cf. Geltzer v. Andersen Worldwide, S.C.*, No. 05 CIV. 3339 (GEL), 2007 WL 273526, at  
5 \*4 (S.D.N.Y. Jan. 30, 2007) (holding that settlement amount in agreement to settle litigation did not  
6 constitute “commercial information” under Section 107(b) of the Bankruptcy Code because “the  
7 terms of the [] settlement have to do only with the instant litigation, and have nothing to do with the  
8 competitive business operations of the debtor or of [the defendants] in any normal sense of the  
9 words”).

10                   **ii.     Sealing Confidential Commercial Information is Mandatory Under**  
11                   **Section 107**

12           26.     Once the Court determines that information is confidential commercial information,  
13 the statute mandates protection against disclosure.<sup>8</sup>

14           27.     Some courts have suggested that not only must the information sought to be sealed be  
15 confidential and commercial, but the movant either must demonstrate a “compelling need” or satisfy  
16 a “heavy burden” of proof to gain protection under section 107.<sup>9</sup> These standards come from cases  
17 involving protective orders and motions to seal outside of bankruptcy, which are governed by federal  
18 common law or Fed. R. Civ. Pro. Rule 26. Outside bankruptcy, federal courts apply a balancing test  
19 to determine whether to seal documents because of “a compelling need” or a substantial showing.

20           28.     “Compelling need” and/or a “heavy burden” of proof, however, are not the section  
21

22 <sup>8</sup> *See, e.g., In re Roman Catholic Archbishop of Portland in Oregon*, 661 F.3d 417, 430 (9th Cir.  
23 2011); *In re Kahn*, 2013 WL 6645436, \*3 (9th Cir. B.A.P. 2013); 2-107 *Collier on Bankruptcy*  
24 (16<sup>th</sup> ed. 2017) P 107.03[3]; *In re Anthracite Capital, Inc.*, 492 B.R. 162, 170 & 177-78 (Bankr.  
25 S.D.N.Y. 2013); *In re Food Mgmt. Group*, 359 B.R. 543, 554 (Bankr. S.D.N.Y. 2007); *In re*  
26 *Northstar Energy, Inc.*, 315 B.R. 425, 428-29 (Bankr. E.D.Tx. 2004); *In re Food Mgmt. Group*,  
27 359 B.R. 543, 554 (Bankr. S.D.N.Y. 2007); *In re Farmland Industries, Inc.*, 290 B.R. 364 (Bankr.  
28 W.D. Miss. 2003); *In re Barney’s, Inc.*, 201 B.R. 703 (Bankr. S.D.N.Y. 1996);

26 <sup>9</sup> *See, e.g., Nixon v. Warner Communications, Inc.*, 435 U.S. 589 (1978); *Goldstein v. Forbes (In re*  
27 *Cendant Corp)*, 260 F.3d 183, 194 (3d Cir. 2001); *Publicker Indus., Inc. v. Cohen*, 733 F.2d 1059,  
1071 (3d Cir. 1984); and *Miller v. Indiana Hospital*, 16 F.3d 549, 551 (3d Cir. 1994).

1 107 standards in this circuit. The Ninth Circuit has made clear that section 107 entirely supplants the  
2 common law relating to the sealing of documents such that there is no balancing test - no  
3 requirement that a compelling need to seal be demonstrated. There is only a need to demonstrate that  
4 the information is confidential commercial information and relief under section 107 flows  
5 automatically.<sup>10</sup>

6 29. The Ninth Circuit’s decision in *Roman Catholic Archbishop* is particularly  
7 illuminating in this regard because the Circuit Court applied the common law approach to discovery  
8 documents which had never been filed with the bankruptcy court and a different analysis under  
9 section 107 for documents which had been filed with the bankruptcy court. The Ninth Circuit  
10 observed:

11 Although § 107(a) addresses the same public access right as the common law, our  
12 comparison of common-law principles with the statute leads us to conclude that § 107  
13 displaces the common-law right of access in the bankruptcy context. ... Because § 107 (b)  
14 imposes this mandatory requirement, it eliminates the balancing of public and private  
15 interests required by the common law rule if a document is scandalous or defamatory. Under  
§ 107, the strength of the public's interest in a particular judicial record is irrelevant; if the  
exception pertains the bankruptcy court must issue a protective order on a motion by the  
affected person or party.

16 *Roman Catholic Archbishop*, at 430-431. The Ninth Circuit went on to note that “there is no basis  
17 for incorporating common law concepts” into the section 107 analysis. *Id.* at 432.

18 30. Other circuit courts agree with the Ninth Circuit on this point. For example, in *In re*  
19 *Transbrasil S.A. Linhas Aereas*, 644 Fed. Appx. 959 (11th Cir. 2016), the U.S. Court of Appeal for  
20 the Eleventh Circuit stated:

21 The Appellants also argue that the bankruptcy court failed to identify a compelling  
22 interest to seal the documents. Section 107(b), however, does not require the  
23 bankruptcy court to find a compelling interest or even good cause. See 11 U.S.C. §  
24 107(b); *In re Orion Pictures Corp.*, 21 F.3d 24, 28 (2d Cir.1994) (“When congress  
addressed the secrecy problem in § 107(b) of the Bankruptcy Code it imposed no  
requirement to show ‘good cause’ as a condition to sealing confidential commercial

25 <sup>10</sup> See, e.g., *Roman Catholic Archbishop*, 661 F.3d at 430-431; *Gitto v. Worcester Tel. & Gazette*  
26 *Corp. (In re Gitto Global Corp.)*, 422 F.3d 1, 8 (1<sup>st</sup> Cir. 2005); *In re Food Mgmt. Group*, 359 B.R.  
27 543, 554 (Bankr. S.D.N.Y. 2007) (courts no longer balance interests, “if a paper falls within one  
of the express exceptions in § 170(b), ... the bankruptcy court *shall* protect a person.” (emphasis  
in original.)).

1 information.”). Rather, upon determining that a movant has identified information that  
2 qualifies for protection under § 107(b), the bankruptcy court *shall* protect the  
information. 11 U.S.C. § 107(b).

3 *Id.* at 962 (emphasis in original).

4 31. In sum, because (as described below) the Redacted Proposed Complaint and Exhibits  
5 constitute confidential commercial information, the information must be protected from disclosure  
6 under section 107(b).

7 **B. The Redacted Proposed Complaint and Exhibits Contain Confidential**  
8 **Commercial Information and Bombardier Is Entitled to Protection Under**  
**Section 107**

9 **i. Bombardier’s Exhibits and the Redacted Proposed Complaint Is Entitled**  
10 **to Protection**

11 32. As discussed above and as set forth in the Hantzis Declaration, the commercial  
12 aviation industry is highly competitive. Among other reasons, the most compelling could be that  
13 there are only a limited number of potential buyers who can afford a private jet aircraft which can  
14 cost upwards of \$50 million. Given this reality, aircraft manufacturers fiercely protect any  
15 information that remotely could lead to the discovery of the terms of their agreements with  
16 customers, as well as customer identities, and competitors work hard to find that information.

17 33. The Hantzis Declaration makes clear that disclosure of the Redacted Proposed  
18 Complaint and Exhibits attached thereto will likely harm Bombardier’s competitive position.

19 34. The pricing and specific terms (such as remedies, assignment, and concessions) of  
20 aircraft purchase agreements are confidential and important to Bombardier’s competitiveness.  
21 Pricing, terms and other details are heavily negotiated. Disclosing the pricing and terms of an  
22 aircraft purchase will adversely affect Bombardier’s ability to negotiate with purchasers – because  
23 they will know what deals Bombardier has made in the past; and disclosure may give Bombardier’s  
24 competitors an advantage in negotiations because they will know what they have to do to beat  
25 Bombardier’s terms. Accordingly, the commercial information and procedural posture at issue here  
26 are wholly distinguishable from those at issue in *Geltzer*, No. 05 CIV. 3339 (GEL), 2007 WL  
27 273526, at \*4. There, the chapter 7 trustee’s disclosure of a settlement amount was not sealed



1 because the only impact of disclosure was potentially undercutting a fiduciary’s “negotiating  
2 leverage” in other actions before the court, where court approval of the settlement was required. *Id.*  
3 In contrast, Bombardier is not a fiduciary seeking to keep information about the key term of a  
4 settlement that has to be approved by this Court from the public. Disclosure of Bombardier’s  
5 commercial information impacts Bombardier’s business outside the confines of this case and this  
6 Court.

7 35. As also set forth in the Hantzis Declaration, most everyone who sells or buys business  
8 aircraft is aware of the Zetta Jet bankruptcies. Other manufacturers regularly monitor court filings  
9 and other publicly available documents for information that will provide them with a competitive  
10 advantage in selling their aircraft. The press is watching the case closely. Allowing disclosure of  
11 the Revised Redacted Proposed Complaint virtually guaranties the information will get back to  
12 Bombardier’s competitors.

13 36. For these and other reasons, which are set forth in more detail in the Hantzis  
14 Declaration, the items identified in Exhibits A, B and C are confidential commercial information  
15 within the meaning of section 107(b)(1).

16 **V. FUTURE COMPLIANCE WITH SECTION 107(C)(3)(B)**

17 37. Section 107(c)(3)(A) provides that the U.S. Trustee, bankruptcy administrator,  
18 trustee, and any auditor serving under section 586(f) of title 28 (the “Section 107(c)(3)(A) Parties”)  
19 “shall have full access to all information contained in any paper filed or submitted in a case under  
20 this title,” notwithstanding entry of a sealing order. Bombardier respectfully notes that  
21 section 107(c)(3)(B) mandates that the Section 107(c)(3)(A) Parties must keep the information  
22 confidential. Bombardier requests that, in addition to the relief sought by the Trustee in the Motion  
23 to Seal, the Court require any Section 107(c)(3)(A) Party seeking to disseminate the Redacted  
24 Proposed Complaint and/or Exhibits (through a response to a request under the Freedom of  
25 Information Act<sup>11</sup> or any other method) to first seek authority from this Court and provide

26  
27 \_\_\_\_\_  
<sup>11</sup> 5 U.S.C. § 552.

1 appropriate notice to Bombardier and the Trustee.

2 38. Consistent with this Court's prior *Order Granting the Motion for Entry of an Order*  
3 *Authorizing the Filing of Charter Agreements Under Seal* [Main Case, 2:17-bk-21386-SK, Dkt. No.  
4 479],<sup>12</sup> Bombardier requests that the Court include the following language (the "Section 107(c)  
5 Language") in its order authorizing the Proposed Redactions and Exhibits consistent with the  
6 Trustee's request as modified in this Response:

7 The Trustee is authorized and directed to file under seal un-redacted copies of the  
8 Redacted Proposed Complaint (as that term is defined in the Response) and Exhibits  
9 attached thereto. Pursuant and subject to 11 U.S.C. § 107(c)(3), the un-redacted copies  
10 of the Redacted Proposed Complaint and Exhibits shall be made available by the  
11 Trustee to, and for use by, the Court, the defendants and the United States Trustee. The  
un-redacted versions of the Redacted Proposed Complaint and Exhibits shall not be  
available publicly, must be kept confidential by the designated parties, may not be used  
for any other purposes than this adversary proceeding, and may not be further  
disseminated.

12 **VI. CONCLUSION**

13 **WHEREFORE**, for the reasons set forth above, Bombardier respectfully requests that the  
14 Court (a) grant the Motion to Seal the confidential commercial information as set forth in Exhibits  
15 A-C of the Hantzis Declaration, (b) include the Section 107(c) Language limiting the ability of  
16 parties to republish sealed, unredacted information in any order granting the Motion to Seal; and (c)  
17 grant such other and further relief as the Court deems just and proper.

18 Respectfully Submitted,

19 Dated: May 11, 2021

**PILLSBURY WINTHROP SHAW PITTMAN LLP**

20  
21 By: /s/ Matthew S. Walker  
ERIC FISHMAN (*pro hac vice*)  
22 ANDREW M. TROOP (*pro hac vice*)  
CAROLINA A. FORNOS (*pro hac vice*)  
23 MATTHEW S. WALKER (SBN 101470)

24 *Attorneys for Bombardier, Inc., Bombardier Aerospace*  
25 *Corporation, and Learjet, Inc.*

26  
27 <sup>12</sup> This proposed text is based on Main Case, 2:17-bk-21386-SK, Dkt. No. 479, but has been  
28 modified to address Bombardier's concerns as set forth in this Response.

**PROOF OF SERVICE OF DOCUMENT**  
**Adversary Procedure No. 2:19-ap-01147-SK**

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **501 West Broadway, Suite 1100, San Diego, California 92101.**

A true and correct copy of the foregoing document entitled (*specify*): **(1) Bombardier Aerospace Corporation's Response to the Trustee's Application to file Unredacted Amended Complaint and Redline Under Seal; and (2) Declaration of Bill Hantzis in Support of Bombardier Aerospace Corporation's Response to the Trustee's Application to file Unredacted Amended Complaint and Redline Under Seal** 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 May 11, 2021, 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:

- Kristina S Azlin kristina.azlin@hklaw.com, ericka.mendez@hklaw.com
- Robbin L. Itkin ritkin@sklarkirsh.com, cbullock@sklarkirsh.com
- John K Lyons , john-lyons-7790@ecf.pacerpro.com
- David M Riley david.riley@morganlewis.com, davidriley@gmail.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov
- Matthew S Walker matthew.walker@pillsburylaw.com,  
renee.evans@pillsburylaw.com, docket@pillsburylaw.com
- Alan J Watson alan.watson@hklaw.com, rosanna.perez@hklaw.com

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) May 11, 2021, 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 (*date*) May 11, 2021, 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.

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.

May 11, 2021  
Date

Renee M. Evans  
Printed Name

/s/ Renee M. Evans  
Signature

1 PILLSBURY WINTHROP SHAW PITTMAN LLP  
Matthew S. Walker (California Bar Number 101470)  
2 12255 El Camino Real, Suite 300  
San Diego, CA 92130-4088  
3 Telephone: 858.509.4000  
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4

Eric Fishman (admitted *pro hac vice*)  
5 Andrew M. Troop (admitted *pro hac vice*)  
Carolina A. Fornos (admitted *pro hac vice*)  
6 31 West 52<sup>nd</sup> Street  
New York, NY 10019-6131  
7 Telephone: 212.858.1000  
Facsimile: 212.858.1500  
8

*Attorneys for Bombardier Aerospace Corporation*

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

11 In re:  
12 ZETTA JET USA, INC., a California  
13 corporation,  
14 Debtor,

Lead Case No. 2-17-bk-21386-SK  
Chapter 7  
Jointly Administered With:  
Case No.: 2:17-bk-21387-SK  
Adv. Proc No. 2:19-AP-1147-SK

15 In re:  
16 ZETTA JET PTE, LTD., a Singaporean  
17 corporation,  
18 Debtor,

**DECLARATION OF BILL  
HANTZIS IN SUPPORT OF  
BOMBARDIER AEROSPACE  
CORPORATION'S RESPONSE TO  
THE TRUSTEE'S APPLICATION  
TO FILE UNREDACTED  
AMENDED COMPLAINT AND  
REDLINE UNDER SEAL**

19 JONATHAN D. KING, solely in his capacity  
as Chapter 7 Trustee of Zetta Jet USA, Inc. and  
20 Zetta Jet PTE, Ltd.,  
21 Plaintiff.

Next Status Hearing:  
Date: June 30, 2021  
Time: 9:00 a.m. (PDT)  
Place: Courtroom 1575  
255 East Temple Street  
Los Angeles, CA 90012

22 v.  
23 CAVIC AVIATION LEASING (IRELAND)  
24 22 CO. DESIGNATED ACTIVITY  
COMPANY and BOMBARDIER  
25 AEROSPACE CORPORATION,  
26 Defendants

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**DECLARATION OF BILL HANTZIS**

I, Bill Hantzis, hereby declare under penalty of perjury as follows:

1. I am over 18 years of age. I currently serve as Legal Counsel for the Aircraft Transactions division of Bombardier Inc., the parent company of Bombardier Aerospace Corporation (“BAC”) and other affiliated entities (collectively, BAC, Bombardier Inc. and its affiliated entities are referred to as “Bombardier”). In the course of my current and previous roles at Bombardier, I have been and remain involved in nearly every aspect of Bombardier’s business relationships with most of its fleet customers and I have been directly involved in Bombardier’s relationship with the Debtors. This declaration is submitted in support of Bombardier’s Response to the Trustee’s Application and Motion to File Proposed Amended Complaint Under Seal (“Proposed Amended Complaint”) and Redline (“Response”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Response.

2. As a result of my work with Bombardier, my review of relevant documents, and my discussions with members of Bombardier’s management teams, I am familiar with Bombardier’s day-to-day operations and business affairs. Except as otherwise noted, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

**A. Bombardier’s Relationship with the Debtors**

3. Bombardier is one of the largest manufacturers of aircraft in the world, including three families of business aircraft - Learjet, Challenger and Global. Bombardier is a global leader in the design, manufacture, and support of business and specialized aircraft.

4. Bombardier had a multi-faceted relationship with the pre-petition Debtors. Among other aspects to that relationship, Bombardier and the Debtors entered into purchase agreements for Bombardier aircraft or with others for aircraft that ultimately ended up in the Debtors’ fleet. BAC and other Bombardier entities also provided warranty and non-warranty service and repairs to the Bombardier aircraft in the Debtors’ fleet, which included both Global 5000 and Global 6000 aircraft as well as a Challenger 650 aircraft.

1           **B. The Proposed Amended Complaint Contains Highly Confidential Information**

2           5.       The Proposed Amended Complaint includes allegations concerning the terms of  
3 purchase agreements by and between Bombardier and Zetta Jet PTE, Ltd. and Bombardier and others  
4 for the manufacture of Bombardier aircraft, as well as amendments thereto and related transactional  
5 documents referring to these agreements and their terms. Indeed, the Proposed Amended Complaint  
6 also attaches these documents as exhibits. It is extremely and objectively important to Bombardier  
7 that the confidentiality of these agreements be preserved.

8           6.       The business aircraft manufacturing market is extremely competitive and consists of a  
9 limited number of manufacturers that are almost always in direct competition with each other for sales.  
10 There are five main business jet manufacturers: Bombardier (including BAC and Learjet), Gulfstream,  
11 Textron (including Cessna and Beechcraft), Embraer, and Dassault. Certain manufacturers, like  
12 Embraer, also sell commercial aircraft that can be converted to business jets. These manufacturers  
13 compete to sell business jets to a small universe, consisting largely of business entities or extremely  
14 wealthy individuals with the earning power to purchase jets which can cost in excess of \$50 million.

15           7.       Potential purchasers of business jets are very sophisticated in commercial matters and  
16 are often advised by counsel, brokers and other advisors that review court filings and other  
17 publicly available documents for information that may afford such purchasers a competitive  
18 advantage in negotiating the terms governing the purchase and sale of a business aircraft.

19           8.       Business aircraft manufacturers compete for business based not only on publicly  
20 available information about the attributes and performance of their respective offerings, but also on  
21 extensively negotiated and otherwise confidential terms and conditions governing the sale of the  
22 aircraft to the customer, including, of course, the economics of the transaction.

23           9.       The key terms that can vary from transaction to transaction, or between and amongst  
24 manufacturers, include, among others: (a) the price of the aircraft; (b) the payment schedule; (c) the  
25 delivery schedule; (d) the process for inspection and acceptance of the aircraft; (e) the consequences  
26 of delivery delays; (f) the party that bears the risk of delays from regulatory changes; (g) what  
27 constitutes “excusable” and “non-excusable” delay; (h) interest for any late payments; (i) termination;

1 (j) remedies, including liquidated damages, in the event of termination; (k) the right of the  
2 manufacturer to deliver, and the purchaser to accept, an aircraft with “open delivery items” (“ODIs”)  
3 that must be addressed after delivery; (l) the time for addressing any such ODIs; (m) the regulatory  
4 authorities that must issue certificates of airworthiness; (n) the delivery location; (o) the entities to  
5 which a purchase and sale contract may (and may not) be assigned; (p) warranty terms and conditions;  
6 (q) aftermarket support terms and conditions; (r) training of customer’s personnel; (s) completion  
7 specifications; and (t) commissions to sales representatives.

8 10. It is essential that the terms and conditions, including the economic ones, governing a  
9 purchase transaction remain strictly confidential for, at least, two reasons. First, if these contractually  
10 confidential terms and conditions were publicly available, they would place Bombardier at a decided  
11 disadvantage in negotiating transactions with prospective purchasers. As noted, purchasers of multi-  
12 million-dollar aircraft are extremely sophisticated commercial parties, very likely to find publicly  
13 disclosed pricing and other economic and commercial terms, conditions and data and to use that  
14 information in negotiations. Second, disclosure would also directly benefit competing aircraft  
15 manufacturers, who would then be able to use such information in trying to put together an aircraft  
16 offering more attractive than that which Bombardier was otherwise prepared to offer.

17 11. For these reasons, Bombardier invariably includes strict confidentiality provisions or  
18 confidential designations in its aircraft purchase agreements, completion specifications, letters of  
19 intent, representative agreements, other related agreements, and drafts thereof, to prevent disclosure  
20 to the public, competitors, and other third parties of the terms and conditions contained therein. Thus,  
21 the agreements in these transactions contain strict confidentiality provisions.

22 12. Further, Bombardier requires all its employees to maintain the confidentiality of its  
23 contracts, including purchase agreements and representative agreements, and other proprietary data.  
24 Bombardier’s Code of Ethics and Business Conduct, which all employees are obligated to follow,  
25 states that employees may not “divulge confidential information to anyone other than the person or  
26 persons for whom it is intended, ...”. “Confidential information” is defined to include “legal  
27 documents and information on customers....”. This confidentiality regime continues to apply even  
28

1 after an employee no longer works for Bombardier.

2 13. To ensure confidentiality, purchase and sale contracts, representative agreements and  
3 other related agreements are maintained by a limited group in Bombardier’s Contracts and Legal  
4 Department, and access to those contracts is limited.

5 14. In the context of lawsuits arising out of purchase and sale contracts, representative  
6 agreements and other related agreements, or drafts thereof, Bombardier invariably requests to protect  
7 its confidential information by seeking an appropriate sealing order.

8 15. In this particular case, the risk of public disclosure, and the attendant harm, is  
9 heightened by the fact that the Debtors’ bankruptcies have drawn significant attention from both  
10 current and potential buyers and sellers of business aircraft, as well as industry media. I review aircraft  
11 industry media on a regular basis and much has been written about the Zetta Jet bankruptcies with the  
12 result that most everyone who sells or buys business aircraft is aware of the Zetta Jet bankruptcies. It  
13 is beyond doubt that, if the proposed redactions to the Proposed Amended Complaint are not sealed,  
14 this confidential commercial information will become public knowledge.

15 16. Bombardier has limited the redactions to the minimum necessary in the Proposed  
16 Amended Complaint to information relating to pricing, payments, sales commissions, and key  
17 competitive contractual terms. The requested redactions in the Proposed Amended Complaint are  
18 summarized in Exhibit A to this declaration, and the reasons for the redactions. Additionally, Exhibit  
19 B to this declaration identifies the exhibits to the Proposed Amended Complaint, designating the  
20 confidential material corresponding to red boxes designated in the actual exhibits, and the reasons for  
21 those designations. Finally, Exhibit C to this declaration identifies items that this Court previously  
22 authorized to be redacted in this matter. Allowing disclosure of the proposed redactions virtually  
23 guarantees the information will get to Bombardier’s customers and competitors.

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

26 Executed May 11, 2021



Bill Hantzis

28



# Exhibit A

**EXHIBIT A**

**BOMBARDIER’S PROPOSED REDACTIONS TO AMENDED COMPLAINT IN CAVIC ACTION**

No.	Redactions in Trustee’s Proposed Amended Complaint in Cavic Action (Dkt. No. 242 Ex. 2)	Redactions in Redline of Trustee’s Proposed Amended Complaint in Cavic Action (Dkt. No. 242 Ex. 3)	Reasons for Redactions
1	¶ 147, line 4; ¶ 153, line 1	¶ 147, line 25; ¶ 153, line 23	This contains highly confidential commercial information, relating to: (t) commissions to sales representatives. <i>Id.</i>
2	¶ 173, lines 12, 15, 18	¶ 173, lines 10, 13, 17	This contains highly confidential commercial information, relating to: (t) commissions to sales representatives. <i>Id.</i>
3	¶ 217, line 17	¶ 217, line 21	This contains highly confidential commercial information, relating to: (t) commissions to sales representatives. <i>Id.</i>
4	¶ 233, lines 19-20; ¶ 299, lines 15-16; ¶ 306, lines 1-2; ¶ 315, lines 15-16	¶ 233, lines 26-28; ¶ 299, lines 10-11; ¶ 306, lines 21-22; ¶ 315, lines 9-10	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
5	¶ 287, lines 14, 16, 18, 20-21	¶ 287, lines 2, 4, 7, 9-10]	This contains highly confidential commercial information, relating to: (t) commissions to sales representatives. <i>Id.</i>
6	¶ 334, lines 12-14, 19-20	¶ 334, lines 10-12, 16-17	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. <i>Id.</i>
7	¶ 335, lines 4-9, 16-17	¶ 335, lines 28, 1-5, 12-13	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. <i>Id.</i>
8	¶ 340, line 13	¶ 340, line 9	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. <i>Id.</i>
9	¶ 350, lines 2, 4	¶ 350, lines 27, 3	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. <i>Id.</i>
10	¶ 398, line 16	¶ 398, line 22	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
11	¶ 399, line 27	¶ 399, line 6	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. <i>Id.</i>

No.	Redactions in Trustee's Proposed Amended Complaint in Cavic Action (Dkt. No. 242 Ex. 2)	Redactions in Redline of Trustee's Proposed Amended Complaint in Cavic Action (Dkt. No. 242 Ex. 3)	Reasons for Redactions
12	¶ 526, line 25	¶ 526, line 5	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. <i>Id.</i>

# Exhibit B

**EXHIBIT B**

**BOMBARDIER’S PROPOSED REDACTIONS TO EXHIBITS TO AMENDED COMPLAINT IN CAVIC ACTION**

Proposed Redactions	Reasons for Redactions
<b>Schedule 2, 2-24 – APA (Plane 2); 2-31 – APA (Plane 3); 2-40 – APA (Plane 4)</b>	
Article 2.1	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (b) the payment schedule. May 2021 Hantzis Decl. ¶ 9.
Article 3.2 (Article 3.3 in 2-82 and 2-88)	This contains highly confidential commercial information, relating to: (c) the delivery schedule. <i>Id.</i>
Article 6.2	This contains highly confidential commercial information, relating to: (c) the delivery schedule; (h) interest for any late payment; (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 7.1	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 8.1	This contains highly confidential commercial information, relating to: (f) the party that bears the risk of delays in regulatory changes; (g) what constitutes “excusable” and non-excusable” delay. <i>Id.</i>
Article 8.2	This contains highly confidential commercial information, relating to: (e) consequences of delivery delays; (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 8.3	This contains highly confidential commercial information, relating to: (e) consequences of delivery delays; (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 9.2	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 9.3	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 9.4	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 9.5	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 10.1	This contains highly confidential commercial information, relating to: (o) the entities to which a purchase and sale contract may (and may not) be assigned. <i>Id.</i>
Article 12.3	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 13.1	This contains highly confidential commercial information, relating to: (p) warranty terms and conditions; (q) aftermarket support terms and conditions. <i>Id.</i>
Article 13.2	This contains highly confidential commercial information, relating to: (q) aftermarket support terms and conditions; (r) training of customer’s personnel. <i>Id.</i>
Article 13.3	This contains highly confidential commercial information, relating to: (q) aftermarket support terms and conditions; (r) training of customer’s personnel. <i>Id.</i>
Article 13.4	This contains highly confidential commercial information, relating to: (q) aftermarket support terms and conditions. <i>Id.</i>

Proposed Redactions	Reasons for Redactions
Article 15	This contains highly confidential commercial information, relating to: (b) the payment schedule; (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
<b>Schedule 2, 2-25 – Amendment No. 1 to APA (Plane 2)</b>	
Preamble	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. May 2021 Hantzis Decl. ¶ 9.
Article 2	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. <i>Id.</i>
Article 15	This contains highly confidential commercial information, relating to: (b) the payment schedule. <i>Id.</i>
<b>Schedule 2, 2-26 – Amendment No. 2 to APA (Plane 2)</b>	
Preamble	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. May 2021 Hantzis Decl. ¶ 9.
Article 2	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. <i>Id.</i>
<b>Schedule 2, 2-32 – Amendment No. 1 to APA (Plane 3)</b>	
Preamble	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. May 2021 Hantzis Decl. ¶ 9.
Article 2	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. <i>Id.</i>
Article 15	This contains highly confidential commercial information, relating to: (b) the payment schedule. <i>Id.</i>
<b>Schedule 2, 2-33 – Amendment No. 2 to APA (Plane 3)</b>	
Preamble	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. May 2021 Hantzis Decl. ¶ 9.
Article 2	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. <i>Id.</i>
<b>Schedule 2, 2-42 – Amendment No. 1 to APA (Plane 4)</b>	
Preamble	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. May 2021 Hantzis Decl. ¶ 9.
Article 2	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. <i>Id.</i>
Article 15	This contains highly confidential commercial information, relating to: (b) the payment schedule. <i>Id.</i>
<b>Schedule 2, 2-43 – Amendment No. 2 to APA (Plane 4)</b>	
Article 16.1	This contains highly confidential commercial information, relating to: (p) warranty terms and conditions; (q) aftermarket support terms and conditions. May 2021 Hantzis Decl. ¶ 9.
Article 16.2	This contains highly confidential commercial information, relating to: (p) warranty terms and conditions; (q) aftermarket support terms and conditions. <i>Id.</i>
Article 16.3	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (i) termination rights; (j) remedies, including liquidated damages, in the event of termination; (p) warranty terms and conditions; (q) aftermarket support terms and conditions. <i>Id.</i>

Proposed Redactions	Reasons for Redactions
<b>Schedule 2, 2-44 – Amendment No. 3 to APA (Plane 4)</b>	
Preamble	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. May 2021 Hantzis Decl. ¶ 9.
Article 2	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. <i>Id.</i>
Article 9	This contains highly confidential commercial information, relating to: (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 17	This contains highly confidential commercial information, relating to: (r) training of customer’s personnel. <i>Id.</i>
Conditions Precedent	This contains highly confidential commercial information, relating to: (b) the payment schedule; and (c) the delivery schedule. <i>Id.</i>

# Exhibit C



**EXHIBIT C**

**REDACTIONS PREVIOUSLY AUTHORIZED BY THIS COURT PURSUANT TO ORDER DATED MAY 20, 2020, DKT. NO. 126**

Redactions Previously Authorized	Reasons For Redactions
<b>Proposed Amended Complaint and Redline</b>	
Trustee’s Proposed Amended Complaint ¶ 171, lines 5-9;  Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 171, lines 3-8	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (b) the payment schedule; (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.
Trustee’s Proposed Amended Complaint ¶ 6, lines 14-18; ¶ 486, lines 3-7;  Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 6, lines 11-15; ¶ 486, lines 19-23	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.
Trustee’s Proposed Amended Complaint ¶ 494, line 2  Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 494, line 20	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.
Trustee’s Proposed Amended Complaint ¶ 496, line 6  Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 496, line 1	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.
Trustee’s Proposed Amended Complaint ¶ 502, line 2  Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 502, line 3	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.
Trustee’s Proposed Amended Complaint ¶ 519, lines 11-17	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.

Redactions Previously Authorized	Reasons For Redactions
Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 519, lines 2-8	
Trustee’s Proposed Amended Complaint ¶ 521, lines 21-23  Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 521, lines 13-15	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.
Trustee’s Proposed Amended Complaint ¶ 522, lines 27-28, 1-2  Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 522, lines 19-22	This contains highly confidential commercial information, relating to: (o) the entities to which a purchase and sale contract may (and may not) be assigned. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.
Trustee’s Proposed Amended Complaint ¶ 549, lines 3-11  Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 549, lines 11-21	This contains highly confidential commercial information, relating to: (o) the entities to which a purchase and sale contract may (and may not) be assigned. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.
Trustee’s Proposed Amended Complaint ¶ 555, lines 12-23  Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 555, lines 6-17	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.
Trustee’s Proposed Amended Complaint ¶ 561, lines 28-4  Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 561, lines 4-8	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.
Trustee’s Proposed Amended Complaint ¶ 589, lines 15-16  Corresponding Redactions in Redline of Trustee’s Proposed	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.

Redactions Previously Authorized	Reasons For Redactions
Amended Complaint: ¶ 589, lines 26-28	
Trustee’s Proposed Amended Complaint: ¶ 607, lines 8-9  Corresponding Redactions in Redline of Trustee’s Proposed Amended Complaint: ¶ 607, lines 8-9	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination. <i>See</i> 5/12/20 Order; April 2020 Hantzis Decl. ¶ 10.
<b>Schedule 2, 2-53 – APA (Plane 5)</b>	
Article 2.1	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. April 2020 Hantzis Decl. ¶ 10.
Article 3.2	This contains highly confidential commercial information, relating to: (c) the delivery schedule. <i>Id.</i>
Article 6.2	This contains highly confidential commercial information, relating to: (c) the delivery schedule; (h) interest for any late payment; (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 7.1	This contains highly confidential commercial information, relating to: (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 8.1	This contains highly confidential commercial information, relating to: (f) the party that bears the risk of delays in regulatory changes; and (g) what constitutes “excusable” and non-excusable” delay. <i>Id.</i>
Article 8.2	This contains highly confidential commercial information, relating to: (e) consequences of delivery delays; (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 8.3	This contains highly confidential commercial information, relating to: (e) consequences of delivery delays; (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 9.2	This contains highly confidential commercial information, relating to: (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 9.3	This contains highly confidential commercial information, relating to: (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 9.4	This contains highly confidential commercial information, relating to: (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 9.5	This contains highly confidential commercial information, relating to: (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>

Redactions Previously Authorized	Reasons For Redactions
Article 10.1	This contains highly confidential commercial information, relating to: (o) the entities to which a purchase and sale contract may (and may not) be assigned. <i>Id.</i>
Article 12.3	This contains highly confidential commercial information, relating to: (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 13.1	This contains highly confidential commercial information, relating to: (p) warranty terms and conditions; and (q) aftermarket support terms and conditions. <i>Id.</i>
Article 13.2	This contains highly confidential commercial information, relating to: (q) aftermarket support terms and conditions; and (r) training of customer’s personnel. <i>Id.</i>
Article 13.3	This contains highly confidential commercial information, relating to: (q) aftermarket support terms and conditions; and (r) training of customer’s personnel. <i>Id.</i>
Article 13.4	This contains highly confidential commercial information, relating to: (q) aftermarket support terms and conditions. <i>Id.</i>
Article 15	This contains highly confidential commercial information, relating to: (b) the payment schedule; (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
<b>Schedule 2, 2-54 – Amendment No. 1 to APA (Plane 5)</b>	
Preamble	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. April 2020 Hantzis Decl. ¶ 10.
Article 2.1	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. <i>Id.</i>
Article 15	This contains highly confidential commercial information, relating to: (b) the payment schedule. <i>Id.</i>
<b>Schedule 2, 2-56 – Amendment No. 3 to APA (Plane 5)</b>	
Preamble	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. April 2020 Hantzis Decl. ¶ 10.
Article 2.1	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (b) the payment schedule; and (c) the delivery schedule. <i>Id.</i>
Article 9.4	This contains highly confidential commercial information, relating to: (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Article 16.1	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (q) aftermarket support terms and conditions; (r) training of customer’s personnel. <i>Id.</i>

Redactions Previously Authorized	Reasons For Redactions
Article 16.2	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (q) aftermarket support terms and conditions; and (r) training of customer’s personnel. <i>Id.</i>
Article 16.3	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (q) aftermarket support terms and conditions; and (r) training of customer’s personnel. <i>Id.</i>
Conditions Precedent	This contains highly confidential commercial information, relating to: (b) the payment schedule; and (c) the delivery schedule. <i>Id.</i>
<b>Schedule 2, 2-68 – Amendment No. 4 to APA (Plane 5)</b>	
Preamble	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (b) the payment schedule for the aircraft; (p) warranty terms and conditions; and (q) aftermarket support terms and conditions. April 2020 Hantzis Decl. ¶ 10.
Article 17.1	This contains highly confidential commercial information, relating to: (p) warranty terms and conditions; and (q) aftermarket support terms and conditions. <i>Id.</i>
Article 17.2	This contains highly confidential commercial information, relating to: (p) warranty terms and conditions; and (q) aftermarket support terms and conditions. <i>Id.</i>
Article 17.3	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (i) termination rights; (j) remedies, including liquidated damages, in the event of termination; (p) warranty terms and conditions; and (q) aftermarket support terms and conditions. <i>Id.</i>
Article 17.4	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination; (p) warranty terms and conditions; and (q) aftermarket support terms and conditions. <i>Id.</i>
<b>Schedule 2, 2-69 – Amendment No. 5 to APA (Plane 5)</b>	
Preamble	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. April 2020 Hantzis Decl. ¶ 10.
Article 2.1	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; (b) the payment schedule; and (c) the delivery schedule. <i>Id.</i>
Article 9.4	This contains highly confidential commercial information, relating to: (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. <i>Id.</i>
Conditions Precedent	This contains highly confidential commercial information, relating to: (b) the payment schedule; and (c) the delivery schedule. <i>Id.</i>
<b>Schedule 2, 2-71 – Acknowledgment of Assignment (Plane 5)</b>	
Paragraph 4	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. April 2020 Hantzis Decl. ¶ 10.

Redactions Previously Authorized	Reasons For Redactions
Paragraph 13	This contains highly confidential commercial information, relating to: (i) termination rights; and (j) remedies, including liquidated damages, in the event of termination. Hantzis Decl. ¶ 10.
Paragraph 14	This contains highly confidential commercial information, relating to: (i) termination rights; (j) remedies, including liquidated damages, in the event of termination; and (o) the entities to which a purchase and sale contract may (and may not) be assigned. <i>Id.</i>
Paragraph 15	This contains highly confidential commercial information, relating to: (a) the price of the aircraft; and (b) the payment schedule. <i>Id.</i>
<b>Schedule 2, 2-72 – Amendment No. 6 to APA (Plane 5)</b>	
Preamble	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. April 2020 Hantzis Decl. ¶ 10.
Article 18.1	This contains highly confidential commercial information, relating to: (a) the price of the aircraft. <i>Id.</i>
Conditions Precedent	This contains highly confidential commercial information, relating to: (b) the payment schedule; and (c) the delivery schedule. <i>Id.</i>