

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

**GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,
Debtors.¹**

Chapter 11

Case No. 20-11563 (SCC)

(Jointly Administered)

**RESPONSE TO DEBTORS' TWENTY-SECOND OMNIBUS CLAIMS OBJECTION TO PROOFS
OF CLAIM (SATISFIED CLAIMS)**

CLAIMANT: Davide Szep - Claim number 10160

BASIS FOR AMOUNT OF CLAIM: tickets for round-trip flight from New York City to Santiago de Chile, through Mexico City (\$700.35)

REASONS THAT THE CLAIM SHOULD NOT BE DISALLOWED AND EXPUNGED:

The flight I had booked with Aeromexico (confirmation #: FMUKIN) was canceled. The airline offered alternative ways to use the ticket (change of itinerary, open ticket for a year), but not a refund. I asked for a refund of what I paid for my ticket (\$700.35) and informed them that the Department of Transportation issued an Enforcement Notice clarifying that, even in the COVID-19 context, U.S. and foreign airlines remain obligated to fully refund passengers for (even nonrefundable) flights to, within, or from the USA when the carrier cancels the flight and the passenger chooses not to accept the alternatives offered by the carrier. Regardless, with its email of April 26th, 2020, Aeromexico refused to issue the refund that I requested, asserting that I was not entitled to it because the airfare was nonrefundable.

So I filed a complaint with the DOT. The DOT responded that my claim is legitimate and within its authority, however it could not help me get the money back, but would store my claim with other similar claims to determine whether to issue sanctions against Aeromexico.

Subsequently, and in response to my DOT complaint, Aeromexico, in its email of June 11th, 2020, stated that (i) I called it on June 10th, 2020 accepting the voucher option, and (ii) because I accepted the voucher option, the refund was no longer applicable. First, **item (i) above is false**. While Aeromexico did send me the vouchers (right before responding about the DOT complaint—interestingly enough) (vouchers which I have never used), Aeromexico did not do it following my request. **I have not called Aeromexico and never accepted any of the alternatives it provided, including the voucher option**. Second, while, in its first response to my complaint, Aeromexico had stated that I could not get a refund because my airfare was not refundable, in its response about the DOT complaint Aeromexico gave a different reason for not issuing the refund, i.e. the false allegation that I called and accepted the voucher.

¹ The Debtors in these cases, along with the last four digits of each Debtor's registration number in the applicable jurisdiction, are as follows: Grupo Aeroméxico, S.A.B. de C.V. 286676; Aerovías de México, S.A. de C.V. 108984; Aerolitoral, S.A. de C.V. 217315; and Aerovías Empresa de Cargo, S.A. de C.V. 437094-1. The Debtors' corporate headquarters is located at Paseo de la Reforma No. 243, piso 25 Colonia Cuauhtémoc, Mexico City, C.P. 06500.

The Debtors are collectively referred to herein as "Aeromexico."

I request that Aeromexico's allegations that I called it on June 10th, 2020 accepting the voucher option be verified by checking Aeromexico's phone call records for June 10th, 2020, including the phone number that my alleged call came from and the recording of such phone call.

Such verification will prove that I never called Aeromexico accepting the voucher option (either on June 10th, 2020 or ever), therefore my claim should not be disallowed and expunged, and I must receive a refund of \$700.35.

It is surprising that, despite alleging that my claim has been satisfied, Aeromexico, on October 6th, 2021—shortly after I received the Notice of the Objection to Proofs of Claim (on October 4th, 2021)—sent me an offer for a settlement (which I did not reply to) (see attached hereby).

Besides Aeromexico's offer of settlement (which is attached hereby), all the documents/communications mentioned above are attached to the Proof of Claim that I previously filed with the Bankruptcy Court.

This Response is neither intended nor precludes me from pursuing Aeromexico through any other means and/or in any other venue, according to the applicable common and statutory law, with regard in particular—but not limited—to Aeromexico's fraudulent behavior for misrepresenting the facts in its favor by falsely alleging that I called it to accept the voucher option.

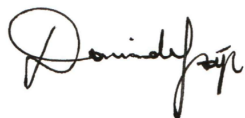
ADDRESS TO REPLY TO THIS RESPONSE:

Davide Szep
222 East 44th Street, Apt. 25N
New York, NY 10017
Email: davide.szep@gmail.com
Phone: (646) 5088767

NAME, ADDRESS AND TELEPHONE NUMBER OF THE PERSON POSSESSING ULTIMATE
AUTHORITY TO RECONCILE, SETTLE, OR OTHERWISE RESOLVE THE CLAIM:

Davide Szep
222 East 44th Street, Apt. 25N
New York, NY 10017
Email: davide.szep@gmail.com
Phone: (646) 5088767

October 30th, 2021
New York, NY



Davide Szep

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The Debtors are collectively referred to herein as "Aeromexico."

From: **XCLAIM** no-reply@x-claim.com
Subject: Aerovias de Mexico, S.A. de C.V. Bankruptcy - Settlement Offer
Date: October 6, 2021 at 2:56 PM
To: davide.szep@gmail.com

X



OFFER

To Whom It May Concern,

Volley Capital LLC has made an offer to purchase your claim(s) against Aerovias de Mexico, S.A. de C.V. for \$147.77.

You can review the offer, learn more about settlement offers, and respond to Volley Capital LLC through the link below.

Offer

\$147.77

This is 21.10% of the face value of your Claim

BANKRUPTCY CASE

Aerovias de Mexico, S.A. de C.V.

CLAIM(S)

#10160

BUYER

Volley Capital LLC

OFFER EXPIRES ON

November 05, 2021

[View Offer](#)

Volley Capital LLC has made this offer based upon current market conditions and reserves the right to rescind this offer at any time. The sale of your Claim(s) will occur only after the execution of a Transfer Agreement. The amount Volley Capital LLC is offering to pay for your Claim(s) may be more or less than you would receive upon Aerovias de Mexico, S.A. de C.V. emerging from bankruptcy. We recommend that you familiarize yourself with the publicly available information with respect to these bankruptcy cases.

Have a question? [Click here](#) to contact XCLAIM Trade Support.

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