Hearing Date and Time: January 6, 2022, at 10:00 a.m. (prevailing Eastern Time)
Objection Date and Time: January 3, 2022, at 12:00 p.m. (prevailing Eastern Time)

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
Timothy Graulich
James I. McClammy
Stephen D. Piraino
Counsel to the Debtors
and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,	**Case No. 20-11563 (SCC)**
Debtors.[1]	**(Jointly Administered)**

NOTICE OF HEARING ON DEBTORS' MOTION TO ENFORCE THE COURT'S ORDER AUTHORIZING ENTRY INTO NEW AGREEMENTS ESTABLISHING NEW LABOR CONDITIONS WITH ASPA, ASSA, STIA, AND INDEPENDENCIA

PLEASE TAKE NOTICE that on December 23, 2021, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") filed the *Debtors' Motion To Enforce the Court's Order Authorizing Entry Into New Agreements Establishing New Labor Conditions with ASPA, ASSA, STIA, and Independencia* (the "**Motion**"). A hearing on the Motion will be held on **January 6, 2022, at 10:00 a.m. (prevailing Eastern Time)** (the "**Hearing**") before the

[1] The Debtors in these cases, along with 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.

Honorable Judge Shelley C. Chapman, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York (the "**Court**"), or at such other time as the Court may determine.

PLEASE TAKE FURTHER NOTICE that, in accordance with General Order M-543, dated March 20, 2020 (Morris, C.J.) ("**General Order M-543**"),[2] the Hearing will be conducted telephonically. Any parties wishing to participate must do so telephonically by making arrangements through CourtSolutions, LLC (www.court-solutions.com). Instructions to register for CourtSolutions, LLC are attached to General Order M-543.

PLEASE TAKE FURTHER NOTICE that copies of the Motion may be obtained free of charge by visiting the website of Epiq Corporate Restructuring, LLC at https://dm.epiq11.com/aeromexico. You may also obtain copies of any pleadings by visiting the Bankruptcy Court's website at http://www.nysb.uscourts.gov in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or a later hearing. The Debtors will file an agenda before the Hearing, which may modify or supplement the motions to be heard at the Hearing.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion shall be in writing, shall comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at

[2] A copy of the General Order M-543 can be obtained by visiting http://www.nysb.uscourts.gov/news/general-order-m-543-court-operations-under-exigent-circumstances-created-covid-19.

www.nysb.uscourts.gov), and (b) by all other parties in interest, in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served in accordance with General Order M-399 and the *Order Establishing Certain Notice, Case Management, and Administrative Procedures*, entered on July 8, 2020 [ECF No. 79], so as to be filed and received no later than **January 3, 2022 at 12:00 p.m. (prevailing Eastern Time)** (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE that any objecting parties are required to telephonically attend the Hearing, and failure to appear may result in relief being granted upon default.

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered without further notice or opportunity to be heard.

Dated: December 23, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: */s/ Timothy Graulich*

450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
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James I. McClammy
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and Debtors in Possession

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New York, New York 10017
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,	**Case No. 20-11563 (SCC)**
Debtors.[1]	**(Jointly Administered)**

DEBTORS' MOTION TO ENFORCE THE COURT'S ORDER AUTHORIZING ENTRY INTO NEW AGREEMENTS ESTABLISHING NEW LABOR CONDITIONS WITH ASPA, ASSA, STIA, AND INDEPENDENCIA

Grupo Aeroméxico S.A.B. de C.V. ("**Grupo Aeroméxico**") and its affiliates that are debtors and debtors in possession in these proceedings (collectively, the "**Debtors**"), pursuant to section 105(a) of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the "**Bankruptcy Code**"), move (this "**Motion**") for entry of an order (the "**Proposed Order**") enforcing the *Order Pursuant to 11 U.S.C. §§ 363(b), 105(a) and Fed. R. Bankr. P. 9019(a) Authorizing Entry Into New Agreements Establishing New Labor Conditions with ASPA, ASSA, STIA, and*

[1] The Debtors in these cases, along with 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.

Independencia [ECF No. 1101] (the "**Order**") entered by the Court on April 22, 2021. In support of this Motion, Debtors respectfully represent as follows:

Preliminary Statement

1. Beginning in August 2021, Invictus Global Management LLC (in its principal capacity or in its capacity as agent, investment advisor, or investment manager, "**Invictus**") purchased several claims in these chapter 11 cases. Most recently, Invictus has attempted to cast nine ballots totaling $47.3 million in favor of rejecting the *Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [ECF No. 2293] (the "**Plan**").[2] Yet each of the underlying claims have already been committed to vote in favor of the Plan based upon a prior order of this Court, which order pre-dates – by months – Invictus' acquisition of such claims.

2. Importantly, the holder of the subject claims is not just required to cast its votes in favor of the Plan, but to support the Plan. More than 98% of all the claims held by Invictus are contractually and legally bound to support the Plan. Far from supporting the Plan, Invictus has sought to derail the Plan at every turn. At the Disclosure Statement hearing, Invictus had sought to impede the Plan through empty promises of an alternative that never materialized. Currently, Invictus is engaged in a coordinated campaign to influence the outcome of these chapter 11 cases during the solicitation period, which seemingly includes multiple public letters to the boards of Delta Air Lines, Inc. and Apollo Global Management, Inc., a letter to the office of the United States Trustee seeking the appointment of an examiner on the eve of plan confirmation based upon months-old public facts, and threats of future complaints to unnamed elected representatives. None of Invictus' alleged concerns are backed-up by facts, and curiously, none of them were raised to this Court by Invictus at the recent disclosure statement hearing when the

[2] In addition, Invictus have also cast four ballots in the aggregate amount of $807,744.21 that are beyond the scope of this Motion.

Court considered and approved the adequacy of the disclosures intended to accompany claimant solicitation. Finally, Invictus continues to drain these estates of limited resources by seeking discovery and threatening to challenge the very Plan that the overwhelming majority of their claims are committed to support.[3]

3. Invictus has submitted itself to the jurisdiction of this Court, is bound by the orders of this Court, and the subject claims should be deemed voted in favor of the Plan. Moreover, the Debtors and their estates reserve all of their rights to seek damages in the event that Invictus is found to be in violation of the subject Order that requires them to support the Plan.

Background and Jurisdiction

4. On June 30, 2020 (the "**Petition Date**"), the Debtors filed voluntary petitions (collectively, the "**Chapter 11 Cases**") for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"). Since the Petition Date, the Debtors have continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. The United States Bankruptcy Court for the Southern District of New York (the "**Court**") has subject matter jurisdiction to consider and determine this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (O). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

6. On April 22, 2021, the Court entered the Order, which authorized the Debtors to enter into agreements establishing new labor conditions under the Debtors' collective bargaining

[3] *See In re Dana Corp.*, 390 B.R. 100, 111 (Bankr. S.D.N.Y. 2008) (denying substantial contribution claim finding that movant "has cost the parties in interest in these chapter 11 cases considerable time and expense on nonviable proposals and what could be considered a dilatory appeal despite its having signed onto the Plan Support Agreement…).

agreements with four unions: Asociación Sindical de Pilotos Aviadores de México ("**ASPA**"), Asociación Sindical de Sobrecargos de Aviación de México ("**ASSA**"), Sindicato de Trabajadores de la Industria Aeronáutica, Comunicaciones Similares y Conexos de la República Mexicana ("**STIA**"), and Sindicato Nacional de Trabajadores al Servicio de las Lineas Aereas, Transportes, Servicios, Similares y Conexos ("**Independencia**" and, together with the ASPA, ASSA, and STIA, the "**Unions**"). This Order reflected a consensual resolution to a potentially contentious litigation with the Unions regarding modifications to their respective collective bargaining agreements.

7. Key to this successful resolution was the allowance of the Independencia Union Claims (as defined below), and key to the allowance of such claims was the bargained-for plan support language. The Order expressly provides that,

> Independencia shall be entitled to allowed general, non-priority unsecured claims . . . in these chapter 11 proceedings that are not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise; provided that Independencia shall adhere to the requirements and conditions of the Bankruptcy Protection Covenant applicable to ASPA, *mutatis mutandis,* (**including, without limitation, to vote in favor of a Complying Plan**).

Order at ¶ 8 (emphasis added).

8. Pursuant to the Order, Independencia is entitled to three allowed general, non-priority unsecured claims in the Chapter 11 Cases (collectively, the "**Independencia Union Claims**") as follows:

Claim No.	Debtor	Amount of Allowed Claim
730	Aerovías de México, S.A. de C.V. ("**Aerovías**")	$44,090,000.00
731	Aerolitoral, S.A. de C.V. ("**Aerolitoral**")	$2,530,000.00
732	Aerovías Empresa de Cargo, S.A. de C.V. ("**Cargo**")	$1,110,000.00

9. The Order incorporates the terms of the bankruptcy protection covenant (the "**Covenant**") entered into by certain of the Debtors and ASPA (the Covenant is attached to the Order as Annex 1). Among other things, the Covenant requires each of the Unions to support a "Complying Plan" proposed by the Debtors, including by voting in favor thereof. Covenant at § 5 (Independencia "**will support** a Complying Plan proposed by the Company (**including, without limitation, by voting in favor of a Complying Plan**) . . . ." (emphasis added)).[4]

10. The Order not only bound Independencia to plan support as part of an integrated resolution to the issues surrounding the collective bargaining agreements, but made explicit that such support obligations would bind any transferee of the Independencia Union Claims. The Order clearly and conspicuously provides that,

> The obligations under this Order and the Bankruptcy Protection Covenant (including, without limitation, the obligation to vote claims in favor of a Complying Plan) shall be binding on the Debtors, the Unions, each successor or assignee, or **the transferee of the claims** allowed pursuant to this Order.

Order at ¶ 12 (emphasis added).

11. On August 24, 2021, Invictus purchased all three Independencia Union Claims. *See* ECF Nos. 1632–40. Presumably, the plan support requirement would have been factored into the purchase price of the Independencia Union Claims when they were sold to Invictus more than four months after the entry of the Order.

12. On December 10, 2021, the Court entered an *Order Approving the (I) Shortened Notice and Objection Periods for Debtors Disclosure Statement Motion, (II) Adequacy of Information in the Disclosure Statement, (III) Solicitation and Voting Procedures, (IV) Forms of*

[4] This plan support language—"including, without limitation, by voting in favor of a Complying Plan"— extends to and precludes actions such as objecting, appealing or otherwise opposing a plan, among others. *See, e.g.*, *In re Swift Energy Co.*, No. 15-12670 (MFW), 2016 WL 3566962, at *2 (D. Del. June 29, 2016) (affirming the bankruptcy court's finding that "an appeal from the Confirmation Order is a proceeding to oppose the Plan or object to confirmation thereof" in violation of the RSA's plan support provision).

Ballots, Notices and Notice Procedures in Connection Therewith and (V) Certain Dates with Respect Thereto [ECF No. 2292] authorizing the Debtors to, among other things, commence solicitation of the Plan.

13. Subsequently, and in violation of this Court's Order, Invictus has submitted, or caused to be submitted, votes on account of each Independencia Union Claims to reject the Plan.

Relief Requested

14. By this Motion, the Debtors respectfully request that the Court enforce the obligations in the Covenant given legal force by the Order, and deem the Independencia Union Claims to have been voted in favor of the Plan as required by the Order, and take such other action as the Court deems just and proper.

Basis for Relief

15. It is well settled that a "Bankruptcy Court plainly ha[s] jurisdiction to interpret and enforce its own prior orders." *See Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 151 (2009). Because the plain language of the Order compels the outcome here, there is no need to seek to designate Invictus' vote under section 1126(e) of the Bankruptcy Code or otherwise. *Cf. Dish Network Corp. v. DBSD N. Am., Inc. (In re DBSD N. Am., Inc.)*, 634 F.3d 79 (2d Cir. 2010).

16. Despite being required by the Order to vote the Independencia Union Claims in favor of the Plan, Invictus has voted (or caused to be voted) to reject the Plan. As the Order makes clear, the obligation to vote in favor of a "Complying Plan" travels to and binds any transferee of the Independencia Union Claims. *See* Order at ¶ 12 ("The obligations under this Order and the Bankruptcy Protection Covenant (including, without limitation, the obligation to vote claims in favor of a Complying Plan) shall be binding on the Debtors, the Unions, each

successor or assignee, or the transferee of the claims allowed pursuant to this Order."). It is patently clear that the Covenant applies to the Debtors' Plan.

17. A "Complying Plan" is defined in the Covenant as any chapter 11 plan that "contains the terms specified in subparagraphs (a) – (c)" of Clause 5 of the Covenant. A Complying Plan must,

(a) treat the Independencia Union Claims as allowed general unsecured non-priority claims not subject to reconsideration under Section 502 of the Bankruptcy Code;

(b) treat the Independencia Union Claims no less favorably than any other prepetition general unsecured non-priority claims against the applicable debtor (other than de minimis "convenience class" claims); *provided* that the Debtors are otherwise permitted to classify claims as allowed by law; and

(c) contain the assumption terms specified in paragraph 1 of the Covenant.[5]

Covenant at § 5(a)–(c).

18. The Plan is a Complying Plan within the meaning of the Covenant. The Independencia Union Claims are not treated less favorably than other prepetition general unsecured claims ("**GUCs**") against the applicable Debtors. The Independencia Union Claims are classified under the Plan in Classes 3(c) (Aerovías GUCs), 3(d) (Aerolitoral GUCs) and 3(e) (Cargo GUCs) and are receiving their pro rata share of the allocable value, just like all other GUCs.

19. All claims in the Chapter 11 Cases with recourse solely against (i) Aerovías (*e.g.*, Independencia Union Claim No. 730), (ii) Aerolitoral (*e.g.*, Independencia Union Claim No. 731) or (iii) Cargo (*e.g.*, Independencia Union Claim No. 731) are classified together. Class 3(a)

[5] The assumption terms simply provide that "[t]he applicable Company entity will assume the CLA [the collective bargaining agreement] between the Debtors and the ASPA] as modified by the Bankruptcy Restructuring Agreement and this Bankruptcy Protection Covenant under a Plan of Reorganization . . . ." Covenant at § 1. In compliance with this requirement, the Debtors' Plan provides that "[t]he Collective Bargaining Agreements, which contain new labor conditions with ASPA, ASSA, STIA and Independencia shall be deemed automatically assumed by the applicable Debtor Entity on the Effective Date pursuant to the terms of the Bankruptcy Protection Covenant and the Labor Conditions Order." Plan, § 7.7.

under the Plan is comprised of unsecured claims with recourse against two of the Debtors: Aerovías and Grupo Aeroméxico. Unlike the Independencia Union Claims—which are allowed pursuant to the Order as three individual claims and are each on account of distinct liability—Class 3(a) is comprised of unsecured claims for which the holder has recourse against both Aerovías and Grupo Aeroméxico on account of the same liability (*e.g.*, a guaranty claim). The Plan classifies claims pursuant to applicable law, which is expressly permitted by the Covenant's Complying Plan requirements.[6]

20. Invictus cannot argue that the Independencia Union Claims are treated less favorably under the Plan than other GUCs.[7] The Plan provides equal value to all general unsecured creditors on account of their claims against the relevant Debtor(s), with the exception of a de minimis convenience class. Indeed, Aerolitoral and Cargo only have a single general non-convenience class, and the applicable Independencia Union Claims are, accordingly, classified in those classes.

21. Invictus also cannot argue that the Court-approved exit financing renders the Plan a non-Complying Plan. In order to comply with the requirements under the Debtors' Court-approved debtor-in-possession financing facility (the "**DIP Facility**") [ECF No. 527], any party—including Invictus—had the opportunity to propose exit financing in connection with the

[6] Adding the projected recoveries set forth in the Disclosure Statement for Class 3(b) (Grupo Aeroméxico GUCs) and Class 3(c) (Aerovías GUCs) yields the recovery projected for holders of Class 3(a) claims (Aerovías and Grupo Aeroméxico Recourse Claims). Accordingly, Invictus stands to recover on account of Independencia Union Claim No. 731 against Aerovías similar to all other creditors with claims against Aerovías.

[7] The Debtors became aware of Invictus' position that it was not bound by the Covenant on December 19, 2021, when Invictus submitted a "Non-Complying Plan Notice" to the Debtors, purportedly in accordance with the Covenant.

Debtors' marketing process.[8] The Debtors conducted a thorough marketing process to satisfy requirements in a Court-approved contract. The Debtors encouraged broad participation in the exit financing process in order to assure plan value could be accurately ascertained. Indeed, in the previous version of the Plan dated October 15, 2021, Invictus was a Commitment Party and was entitled to the very same contractual rights as each other Commitment Party. Moreover, not only was the exit financing process compliant with the Court-approved DIP financing, but the Plan is compliant with the Debtors' exit financing that was approved on December 10, 2021 [ECF No. 2289]. That Invictus chose to cease being a Commitment Party does not somehow mean their claims are being treated differently from those of other creditors.

22. Invictus likewise cannot assert that the Equity Commitment Party Consideration Election (as defined in the Plan)—which is an exclusive option of the Debtors' exit financing Commitment Parties—cause the Plan to not be a "Complying Plan." The treatment creditors receive on account of their claims and the treatment creditors (and third parties) receive on account of capacities other than their capacity as creditors (*i.e.*, new money commitments) are two very different things. Additional consideration provided to those unsecured creditors on account of their new money commitments does not violate the Covenant. Indeed, courts routinely reject that argument in the disparate treatment context. *See*, e.g., *In re Adelphia Commc'ns Corp.*, 368 B.R. 140, 249-250 (Bankr. S.D.N.Y. 2007) ("[T]he requirements of section 1123(a)(4) apply only to a plan's treatment on account of particular claims or interests in a specific class—not the treatment that members of the class may separately receive under a plan

[8] *See Debtors' Reply In Further Support of The Debtors' Motion for Entry of An Order (I) Authorizing the Debtors' Entry Into, and Performance Under, the Debt Financing Commitment Letter, (II) Authorizing the Debtors' Entry Into, and Performance Under the Equity Commitment Letter, (III) Authorizing the Debtors' Entry Into, and Performance Under, the Subscription Agreement and (IV) Authorizing Incurrence, Payment, and Allowance of Related Premiums, Fees, Costs, and Expenses As Superpriority Administrative Expense Claims* (the "**Exit Financing Reply**") at ¶¶ 36–7 for a discussion regarding the Debtors' robust and transparent exit financing process.

on account of the class members' other rights or contributions."); *In re Heron, Burchette, Ruckert & Rothwell*, 148 B.R. 660, 672 (Bankr. D.D.C. 1992) ("The objectors fail to distinguish between a partner's treatment under the plan on account of a claim or interest and treatment for other reasons. Only the former is governed by § 1123(a)(4).").

23. It is manifestly unreasonable to assert, where all unsecured creditors, and indeed all parties, were afforded an equal opportunity to participate in the exit financing process, unsecured creditors who incurred additional risk through proposing new money contributions, and negotiating such commitments over months without compensation, should receive the same consideration in all respects as those who chose not to incur this risk (or who walked away from that risk). *In re Peabody Energy Corp.*, 933 F.3d 918, 926-27 (8th Cir. 2018) (holding that a plan did not violate an "equal treatment" rule where the objecting creditors had "every opportunity" to participate in the process leading to the plan ultimately approved by the court); *see also In re Swift Energy Co.*, No. 15-12670 (MFW), 2016 WL 3566962, at *2 (D. Del. June 29, 2016) (affirming decision of bankruptcy court that found pursuing an appeal was in violation of RSA's plan support provision, noting appellants are "sophisticated investors" who "freely chose," and the provisions of the RSA requiring the plan support were "unambiguous").

24. The relief requested is necessary because Invictus has intentionally violated this Court's Order. Far from supporting the Plan, Invictus has sought to thwart the Plan at every turn, and continues to do so to the detriment of these chapter 11 estates. The Debtors respectfully request that the Court enter an order deeming Invictus to have voted the Independencia Union Claims in favor of the Plan as required by the Order, and the Debtors' reserve their rights with respect to any failure by Invictus to otherwise support the Plan.

Notice

25. Notice of this Motion will be provided to: (a) the entities on the Master Service List (as defined in the Case Management Order and available on the Debtors' case website at https://dm.epiq11.com/aeromexico) and (b) any person or entity with a particularized interest in the subject matter of this Motion. The Debtors respectfully submit that no further notice is required.

No Prior Request

26. The Debtors have not previously sought the relief requested herein from the Court or any other court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: December 23, 2021
New York, New York

DAVIS POLK & WARDWELL LLP

By: */s/ Timothy Graulich*

450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 701-5800
Marshall S. Huebner
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Counsel to the Debtors
and Debtors in Possession

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
GRUPO AEROMÉXICO, S.A.B. de C.V., *et al.*,	**Case No. 20-11563 (SCC)**
Debtors.[1]	**(Jointly Administered)**

ORDER ENFORCING THE ORDER AUTHORIZING ENTRY INTO NEW AGREEMENTS ESTABLISHING NEW LABOR CONDITIONS WITH ASPA, ASSA, STIA, AND INDEPENDENCIA

Upon the motion (the "**Motion**")[2] of Grupo Aeroméxico, S.A.B. de C.V. and its affiliates that are debtors and debtors in possession in these cases (collectively, the "**Debtors**") for entry of an order (this "**Order**") enforcing the *Order Pursuant to 11 U.S.C. §§ 363(b), 105(a) and Fed. R. Bankr. P. 9019(a) Authorizing Entry Into New Agreements Establishing New Labor Conditions with ASPA, ASSA, STIA, and Independencia* [ECF No. 1101], as set forth more fully in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed

[1] The Debtors in these cases, along with 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.

[2] Each capitalized term used herein but not otherwise defined herein shall have the meaning ascribed to it in the Motion.

therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion; and the Court having the opportunity to hold a hearing on the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having found that the relief granted herein being in the best interests of the Debtors, their creditors, and all other parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted as set forth herein.

2. The Plan constitutes a Complying Plan (as defined in the Covenant).

3. The Independencia Union Claims are hereby deemed to have voted to accept the Plan, and Invictus is hereby directed to otherwise comply with the Covenant and the *Order Pursuant to 11 U.S.C. §§ 363(b), 105(a) and Fed. R. Bankr. P. 9019(a) Authorizing Entry Into New Agreements Establishing New Labor Conditions with ASPA, ASSA, STIA, and Independencia* [ECF No. 1101].

4. Upon entry of this Order, Epiq Corporate Restructuring, LLC, as claims and solicitation agent, is authorized to update its records to reflect the terms of this Order.

5. The contents of the Motion and the notice procedures set forth therein are good and sufficient notice and satisfy the Bankruptcy Rules and the Local Bankruptcy Rules for the Southern District of New York, and no other or further notice of the Motion or the entry of this Order shall be required.

6. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

7. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Dated: _____, 2022
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE