

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

In re:

**SPIRIT AVIATION HOLDINGS, INC,
ET AL.,**

Debtors.¹

CASE NO. 25-11897 (SHL)

Chapter 11 (Jointly Administered)

**NAVITAIRE AND AMADEUS' LIMITED OBJECTION TO DEIDENTIFIED SALE AND
JOINDER IN OBJECTIONS TO DEIDENTIFIED SALE
AND
CROSS MOTION FOR ENFORCEMENT OF CONFIDENTIALITY AGREEMENTS**

Navitaire LLC and Amadeus IT Group, S.A. (together, for ease, "Navitaire") through counsel, hereby file this limited objection - and/or joinder in other pending objections – to the approval of the sale of the "Deidentified Data" described in the Notice of Auction Results and Scheduled Hearing for the Deidentified Date (ECF No. 1463)(for ease, the "Deidentified Data" and the "Sale").

1. Navitaire provides software systems for passenger reservations, travel commerce, ancillary revenue and merchandising, as well as revenue accounting and revenue management to airlines and rail companies. Navitaire was a vendor to the Debtors for the last 19 years.

2. Like other objectors, Navitaire does not care to scuttle the Sale.

3. Rather, Navitaire seeks to vociferously protect private and confidential data that - as a matter of logic - exists in the Deidentified Data (for ease, the

¹ The Debtors' names and last four digits of their respective employer identification numbers are as follows: Spirit Aviation Holdings, Inc. (1797); Spirit Airlines, LLC (7023); Spirit Finance Cayman 1 Ltd. (7020); Spirit Finance Cayman 2 Ltd. (7362);

Spirit IP Cayman Ltd. (4732); and Spirit Loyalty Cayman Ltd. (4752). The Debtors' mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

"Confidential Navitaire Data"). Despite much discussion, it does not presently appear that the relevant parties are concerned with protecting the Confidential Navitaire Data.

4. The arguments and policy expressed in the "Limited Objection of Internation Aero Engines LLC and IEA International Aero Engines AG to the Debtors' Proposed Sale of the Deidentified Data and Cross Motion for Enforcement of Confidentiality Agreements" filed by those parties (ECF No. 1538 (the "IAE Objection")) address the same arguments Navitaire intends to make. Thus, Navitaire joins in the IAE Objection as well as any and all other objections on file or to be filed with the Court. Navitaire respectfully requests – without limitation – that the Sale not be approved unless (and/or until) the Confidential Navitaire Data is fully protected.

5. In addition, Navitaire also has one or more confidentiality agreements with the Debtors which in relevant part read:

"Confidential Information" means for each party hereto any information, in any form, including, without limitation, written documents, oral communications, recordings, videos, software, databases, business plans, and electronic/magnetic media, received or observed by that party pursuant to this Agreement and provided by/through and or belonging to the other party as well as the terms of this Agreement, excepting information specified in Section 9.3. The fees payable under, and the material terms of, this Agreement are agreed to be Confidential Information of each party, but may be disclosed as reasonably required in connection with audits of each party pursuant to Section 3.2

1. **Use and Protection of Information.** Confidential Information may be used by the receiving party only in furtherance of the transactions contemplated by this Agreement, and only by those employees of the receiving party and its agents or subcontractors who have a need to know such information for purposes related to this Agreement, provided that such agents or subcontractors have signed separate agreements containing substantially similar confidentiality provisions (provided, however, that such separate agreement will not be required of those having an independent duty of confidentiality, *e.g.*, counsel, auditors, and accountants acting in those capacities). The receiving party and its agents and subcontractors shall protect the Confidential Information of the disclosing

party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination, or publication of such Confidential Information as the receiving party uses to protect its own confidential information of a like nature and value. The duty hereunder will survive while such information remains Confidential Information. Notwithstanding anything to the contrary herein, each party acknowledges and agrees that the other may, upon the other party's written consent, not to be unreasonably withheld share the terms of this Agreement as reasonably necessary in connection with the due diligence commonly associated with major transactions.

1. **Exclusions.** Nothing in this Agreement shall prohibit or limit either party's use of information which it can demonstrate by written evidence was: (a) previously known to it without obligation of confidence; (b) independently developed by it; (c) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information; or (d) which is or becomes publicly available through no breach of this Agreement.

6. Like IAE and "Springshot" (in ECF No 1508), Navitaire is entitled to the enforcement of its confidentiality agreement(s) with the Debtors.

RESERVATION OF RIGHTS

Navitaire reserves all rights, including – without limitation - the right to supplement or amend this limited objection and cross-motion, to conduct discovery, and to object to the form of the proposed sale order.

CONCLUSION

For the foregoing reasons, the Court should not approve the Sale unless the Confidential Navitaire Data is excluded from the Sale and there are sufficient protocols in place to ensure that the Confidential Navitaire Data is removed from any data transferred to Google (or other purchaser). Alternatively, the Court should enjoin the Debtors from transferring the Confidential Navitaire Data in connection with the Data Sale.

DATED: September 14, 2026

/s/ David R. Softness

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