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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
SPIRIT AVIATION HOLDINGS, INC., *et al.*,	**Case No. 25-11897 (SHL)**
Debtors.[1]	**Jointly Administered**
	Re: ECF Nos. 1463, 1489, 1508, 1521, 1538, 1539, 1558, 1602, 1656, 1658, 1669, 1677, 1693, 1746, 1774, 1783, 1784, 1802, 1810, 1813, 1814

DEBTORS' OMNIBUS REPLY IN SUPPORT OF
PROPOSED SALE OF DEIDENTIFIED DATA

[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.

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PRELIMINARY STATEMENT

Spirit Aviation Holdings, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**") respectfully submit this omnibus reply (this "**Reply**") in further support of entry of the proposed *Order (I) Authorizing the Transaction With Respect To the Deidentified Data Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Authorizing the Debtors to Enter Into and Perform Their Obligations Under the Sale Agreement and (III) Granting Related Relief* (the "**Sale Order**") and the sale contemplated thereby, and in response to the objections (the "**Objections**")[2] to

[2]The Objections are (a) the *Limited Objection of the Association of Flight Attendants-CWA, AFL-CIO to the Proposed Sale of the Deidentified Data* [ECF No. 1489] (the **"AFA Objectio**n"); (b) the *Limited Objection of International Aero Engines LLC and IAE International Aero Engines A*G *to the Debtors' Proposed Sale of the Deidentified Data and Cross-Motion for Enforcement of Confidentiality Agreement*s [ECF No. 1538] (the **"IAE Objection"**); (c) the *Limited Objection of Springshot, Inc. to the Proposed Sale of the Deidentified Data* [ECF No. 1508] (the **"Springshot Objection"**); (d) the *Notice of Adoption and Joinder in Limited Objection of the Association of Flight Attendants-CWA, AFL-CIO to the Proposed Sale of the Deidentified Data* [ECF No. 1521] (the **"PAFCA Joinde**r"); (e) the *Joinder of the IAM and TWU Local 570 to the Limited Objection of the AFA to the Proposed Sale of Deidentified Dat*a [ECF No. 1539] (the **"IAM and TWU Joinde**r"), (f) the *Limited Objection of Air Line Pilots Association, International to the Debtors' Proposed Sale of Deidentified Dat*a [ECF No. 1558] (the **"ALPA Objectio**n"), (g) *Navitaire and Amadeus' Limited Objection to the Deidentified Sale and Joinder in Objections to Deidentified Sale and Cross Motion for Enforcement of Confidentiality Agreement*s [ECF No. 1602] (the **"Navitaire Objectio**n"), (h) the *Limited Objection of Allied Pilots Association to the Proposed Sale of the Deidentified Dat*a [ECF No. 1669] (the **"APA Objectio**n"), (i) the *Supplemental Limited Objection of the Association of Flight Attendants-CWA, AFL-CIO to the Proposed Sale of the Deidentified Dat*a [ECF No. 1656] (the **"AFA Supplemental Objectio**n"), (j) *Supplement to Limited Objection of Air Line Pilots Association, International to the Debtors' Proposed Sale of Deidentified Dat*a [ECF No. 1658] (the **"ALPA Supplemental Objectio**n"); (k) the *Supplemental Limited Objection of Springshot, Inc. to the Proposed Sale of the Deidentified Dat*a [ECF No. 1693] (the **"Springshot Supplemental Objectio**n"), (l) the *Limited Objection of Southwest Airlines Pilots Association to the Proposed Sale of the Deidentified Dat*a [ECF No. 1746] (the **"SWAPA Objectio**n"), and (m) *the Joinder of Airlines for America to Union Objections to Debtor's Proposed Sale of Deidentified Dat*a [ECF No. 1784] (the **"A4A Joinde**r"), and (n) the *Limited Objection and Reservation of Rights to the Debtors' Proposed Sale Order and Sale of the Deidentified Dat*a [ECF No. 1810] (the **"GE Objectio**n") filed by GE Aerospace (**"GE**A") and CFM International, Inc. (**"CF**M" and, together with GEA, the **"Engine OEM**s"). . The objecting parties are each an **"Objecto**r" and, collectively, the **"Objector**s". On November 9, 2026, the Debtors filed the *Notice of Filing of (A) Revised Proposed Sale Order, (B) Revised Sale Agreement and (C) Ancillary Agreements in Connection with the Proposed Sale of the Deidentified Dat*a [ECF No. 1802] (the **"Notice of Revised Sale Document**s"), which reflects that counsel to AFA and ALPA have informed the Debtors that the revised documents filed therewith resolve the AFA Objection, the ALPA Objection, the AFA Supplemental Objection and the ALPA Supplemental Objection (collectively, the **"Resolved Union Objection**s"). In addition, the Debtors received a draft objection fro*m* Stephen M. Ambrozy, acting *pro s*e, which objection was not filed with the Court or to the Debtors' knowledge served on any parties. Mr. Ambrozy's objection raises substantially similar issues to those raised in the AFA and ALPA Objections. Furthermore, on October 1, 2026, the Electronic Privacy Information Center and Seema N. Patel filed the *Motion for Leave to Participate as Amici Curiae in Support of the Supplemental Limited Objection of the Association of Flight Attendants-CWA, AFL-CIO* [ECF No. 1677] (the **"EPIC Motio**n"), with a *[Proposed] Brief of Amici Curiae in Support of the Association of Flight Attendants-CWA, AFL-CIO's Limited Objectio*n attached thereto (such proposed brief, the **"EPIC Brie**f"). On November 3, 2026, the SkyWest InFlight Association (**"SI**A") filed the *Motion of SkyWest InFlight Association for Leave to File Statement of Amicus Curiae Concerning Employee-Data Privacy in Proposed Sale*

entry of the Sale Order, many of which have since been resolved or mooted. In response to the Objections, the Debtors respectfully submit as follows:

1. The Debtors seek to consummate a sale of deidentified data assets described as "Included" in the amended Assets Schedule to the Sale Agreement, together with applicable software and code assets owned and developed by the Debtors (such assets, the "**Deidentified Data**" or "**Deidentified Assets**") to Google LLC ("**Google**" or the "**Buyer**") for $10 million in cash.[3] The final sale price was the result of a robust, competitive and open auction process conducted in accordance with the Court-approved Bidding Procedures and represents the highest and best offer for the Deidentified Data and a material benefit to the Debtors' estates.

2. The Debtors have worked in good faith with all parties to resolve the various objections. Notably, as previewed in the Notice of Revised Sale Documents, these efforts resulted in the resolution of the Objections filed by the Association of Flight Attendants-CWA, AFL-CIO (the "**AFA**"), the certified representative of Spirit's flight attendants (joined by the Professional Airline Flight Control Association ("**PAFCA**"), which represents Spirit's flight controllers; the International Association of Machinists and Aerospace Workers (the "**IAM**") and the Transport Workers Union Local 570 ("**TWU Local 570**"), which represent Spirit's below-the-wing workers and Guest Service Agents; and the Allied Pilots Association ("**APA**"), the certified collective bargaining representative of the pilots of American Airlines, including certain pilots formerly employed by Spirit (joined by Airlines for America ("**A4A**"), the trade

of Deidentified Data [ECF No. 1774] (the **"SIA Motio**n"), with a proposed statement of amicus curiae attached thereto as Exhibit A (the **"SIA Statemen**t"). On November 5, 2026, Joshua Eames-Cepero filed the *Motion by Joshua Eames-Cepero for Leave to File Statement of Amicus Curia*e [ECF No. 1783] (the **"Eames-Cepero Motio**n"), with a proposed statement of amicus curiae attached thereto as Exhibit A (the **"Eames-Cepero Statemen**t" and, together with the EPIC Brief and the SIA Statement, the **"Amicus Submission**s").

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Order (I)(A) Approving Bidding Procedures for Sale of the Debtors' Assets, (B) Authorizing the Potential Selection of Stalking Horse Bidder(s), (C) Approving Bid Protections, (D) Scheduling Auction(s) for, and Hearing(s) to Approve, the Sale of the Debtors' Assets, (E) Approving the Form and Manner of Notices of Sale, Auction(s), and Sale Hearing(s), and (F) Approving the Assumption and Assignment Procedures and (II) Granting Related Relief* [ECF No. 1213] (the "**Bidding Procedures Order**").

association representing certain airline carriers)), and the Air Line Pilots Association, International ("**ALPA**"), the certified representative of Spirit's pilots (also joined by APA, by A4A and by the Southwest Airlines Pilots Association ("**SWAPA**"), which represents certain pilots formerly employed by Spirit (also joined by A4A)) (collectively, the "**Union Objectors**"). The original proposed form of Sale Agreement already included robust protections with respect to employee data that far exceeded both what is required under Spirit's corporate employee privacy policy, a copy of which is attached hereto as **Exhibit A** (the "**Privacy Notice**"), and applicable law. The Debtors' settlement with the Union Objectors provides for yet further protections and the exclusion of certain additional types of data from the Deidentified Assets entirely, including nearly every specific category of data to which the Union Objectors raised an objection. These concessions are memorialized in revisions to the proposed Sale Order, the Sale Agreement, and the Data Treatment Procedures. AFA and ALPA have agreed to formally withdraw their Objections from the Court's docket. The remaining Union Objectors filed joinders to the AFA Objection or the ALPA Objection, and their joinders are likewise resolved or mooted. As of the time this Reply was filed, APA and A4A have expressly confirmed these joinders are resolved. The proposed treatment of employee data is discussed in greater detail in Section III below.

3. The remaining objectors are commercial counterparties: International Aero Engines LLC and IAE International Aero Engines AG (collectively, "**IAE**"), a supplier of aircraft engines and related technical support; Springshot, Inc. ("**Springshot**"), a vendor of the software-as-a-service crew and ground-operations platform used by Spirit; Navitaire LLC and Amadeus IT Group, S.A. (collectively, "**Navitaire**"), a provider of passenger service and reservations systems; and the Engine OEMs, suppliers of aircraft engines and related services (IAE, Springshot, Navitaire, and the Engine OEMs, collectively, the "**Commercial**

Objectors").[4] These Commercial Objectors object to the Transaction to the extent that it may result in the transfer of confidential or proprietary information that is not property of the Debtors' estates and is protected under the confidentiality and proprietary information provisions of various contracts between such Objectors and the Debtors. In response to these Commercial Objectors' concerns, the Debtors and the Buyer have developed protocols to exclude such information from the Deidentified Data. These protocols include the application of search terms, to be proposed by the formal and informal objectors, to identify confidential or proprietary information and a Court-supervised process for resolving disputes with respect to such terms. The Buyer has also agreed to add a protocol to the Revised Sale Order[5] under which, upon a properly substantiated written notice from a third party identifying inadvertently conveyed Excluded Third-Party Data (as defined in the Revised Sale Agreement) or Asserted Confidential Information (as defined in the Revised Sale Order) with specificity, the Buyer will promptly use reasonable efforts to prevent public disclosure of such data, and to delete such data from the data repositories of Services Output Data delivered to it. Revised Sale Order ¶¶ 15–16. The Revised Sale Order further preserves third parties' rights to seek further relief from the Court and preserves the rights and defenses of the Debtors, the Deidentification Agent, any Specified Third Party and the Buyer with respect to Excluded Third-Party Data, Asserted Confidential Information or the intellectual property rights of any Specified Third Party. Revised Sale Order ¶¶ 18, 28.

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[4] The Debtors have also received informal objections from certain other similarly situated counterparties.

[5] "**Revised Sale Order**" shall mean the revised proposed *Order (I) Authorizing the Transaction with Respect to the Deidentified Data Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Authorizing the Debtors to Enter Into and Perform Their Obligations Under the Sale Agreement and (III) Granting Related Relief,* filed as Exhibit A to the Notice of Revised Sale Documents, "**Revised Sale Agreement**" shall mean the revised Sale Agreement filed as Exhibit B thereto, and "**Original Sale Agreement**" shall mean the Sale Agreement filed as Exhibit A to the Notice of Auction Results [ECF No. 1463]. Terms used in this Reply with respect to the revised transaction documents, including "Union Party," "Union Search Terms," "Excluded Union Data," "Verification Agent," "QA Assessment," and "Data Treatment Procedures," have the meanings given in the Revised Sale Order or the Revised Sale Agreement, as applicable.

4. In addition, three non-parties have sought leave to file Amicus Submissions. For the reasons set forth in Section V below, none of these submissions supplies a basis to deny or further condition the Transaction.

5. Because the Debtors take the transfer of all data extremely seriously, it is important at the outset to explain precisely what is "in" and what is "out" of this Transaction.

6. ***What is in***: the Deidentified Data consists of Spirit's own business and operational records and related internal communications residing in Spirit's remaining enterprise systems, including operational, commercial, maintenance, scheduling, and employment-related business records, together with free-form communications such as email and chat. Critically, such data will only be transferred to the Buyer in deidentified form such that it cannot reasonably be used to infer information about, or otherwise be linked to, a particular individual.

7. ***What is out***: the Transaction does not include (i) consumer or passenger data or any personally identifiable information, (ii) enumerated categories of employee, safety, and third-party information described below (such categories correspond to the Excluded Employee Data and Excluded Third-Party Data under the Sale Agreement and are, collectively, the "**Excluded Data**"), or (iii) any data residing in the dedicated systems of record that the Debtors and the Buyer have agreed to place entirely outside the scope of the Transaction (such systems, "**Out-of-Scope Systems**"). Patel Decl. ¶¶ 7, 9–11.[6] Every item ultimately transferred, whether business, operational, or employee-related, must and will first be processed through a professional, independent deidentification process required by the Sale Agreement. Revised Sale Agreement §§ 1(a)(ii), 3(c); Colombi Decl. ¶¶ 17, 21.

[6] *See Declaration of Sapana Patel in Support of the Proposed Sale of Deidentified Dat*a [ECF No. 1813] (the **"Patel Declaratio**n") and *Declaration of Andrew Colomb*i [ECF No. 1814] (the **"Colombi Declaratio**n"), each filed on November 12, 2026. References herein to the **"Tonic MS**A" and the **"SO**W" are to the Master De-Identification Services Agreement between Spirit Airlines, LLC and Tonic AI, Inc. and the Statement of Work annexed thereto as Exhibit A, each filed as Exhibit C to the Notice of Revised Sale Documents.

8. To ensure that the transferred data is limited accordingly, the Transaction applies three sequential layers of protection. First, the data stored in the Out-of-Scope Systems is not within the scope of the Transaction at all, either because Spirit does not retain, control, or have access to that data, or because those systems are dedicated systems of record holding only data that the Buyer has agreed not to acquire. Patel Decl. ¶¶ 9-10. This data is carved out from the Transaction completely. For example, employee leave records are maintained in structured form in a dedicated leave-management system, which is not a part of the Transaction, and therefore will not be transferred to the Deidentification Agent or the Buyer. Patel Decl. ¶¶ 10, 14. Second, the In-Scope Data (as defined in the Revised Sale Agreement), which is the data residing in Spirit's remaining systems, will be scrutinized by the independent Deidentification Agent, working with the Debtors, so that Excluded Employee Data and Excluded Third-Party Data are identified and removed from the In-Scope Data before any transfer to Google. Patel Decl. ¶¶ 9, 11. Third and finally, all In-Scope Data that remains will be transferred only in deidentified form, following an independent deidentification process that must be completed and certified by the Deidentification Agent before closing. Patel Decl. ¶¶ 8, 12; Colombi Decl. ¶¶ 21, 44. The Debtors developed this structure in close consultation with the Objectors and after fully considering the reports of Lucy Thomson, the Court-appointed Consumer Privacy Ombudsman (the "**CPO**"), who concluded that "from a privacy perspective, approval of the sale of the deidentified data would be appropriate" and that "potential privacy losses or costs to consumers have been eliminated or mitigated." Supplemental CPO Report at 3; *see* Section II below.

ARGUMENT

I. The Transaction Reflects a Sound Exercise of the Debtors' Business Judgment

9. The proposed Transaction is the product of a robust, open, and competitive marketing process conducted pursuant to the Bidding Procedures Order.

10. At the conclusion of the Auction, Google was selected as the Successful Bidder with a purchase price of $10,000,000 and on the terms set forth in the Sale Agreement, and Mercor.io Corporation was selected as the Alternate Bidder at a purchase price of $7,500,000.[7] Google's bid was therefore the highest and best offer available for these assets and represents a material recovery for the estates and their creditors. The Debtors' business judgment to pursue the sale of the Deidentified Data is not in question, and no party has raised any concerns regarding the conduct of the sale process. The Debtors submit that the Court should not permit the remaining Objections to prevent consummation of a value-maximizing sale of the Deidentified Data that is compliant with all applicable laws and regulations.

II. The Consumer Privacy Ombudsman Recommends Approval of the Transaction

11. On September 8, 2026, the Debtors filed the *Consumer Privacy Ombudsman Report to the Court* [ECF No. 1581] (the "**CPO Report**") on behalf of Lucy Thomson, the CPO appointed by the Court, which was later supplemented by her *Supplemental Report to the Court on the Sale of Deidentified Data* [ECF No. 1684] (the "**Supplemental CPO Report**" and together with the CPO Report, the "**CPO Reports**"), filed October 5, 2026. The CPO concludes that the deidentification standard the Debtors and the Buyer have voluntarily adopted, which is the codified standard under the California Consumer Privacy Act ("**CCPA**"), is an up-to-date standard, and that the parties' voluntary commitments address "important issues related to the deidentification process." CPO Report at 4, 14. Recognizing that the parties have adopted many of the CPO's recommended "practical steps . . . to protect the privacy of the Spirit consumers," and that those recommendations "strike an appropriate balance between the privacy rights of consumers and practical considerations associated with this bankruptcy sale," the CPO concludes that "from a privacy perspective, approval of the sale

[7] As discussed herein, Google has agreed to a number of additional modifications to the Sale Agreement in an effort to address various Objections. The Alternate Bid of Mercor.io Corporation would not be actionable on the terms proposed at the Auction to the extent it does not reflect these subsequent modifications.

of the deidentified data would be appropriate . . . potential privacy losses or costs to consumers have been eliminated or mitigated . . ." and that the sale "would not violate any applicable non-bankruptcy laws." Supplemental CPO Report at 3, 9.

12. In the Supplemental CPO Report, the CPO recommends that the Deidentification Agent provide a "description of the scope and number of individual Spirit passengers in the unstructured data whose personal information was detected and deidentified." Supplemental CPO Report at 3. Consistent with this recommendation, the Deidentification Agent will issue a summary report describing its methods and results, including whether it found and deidentified every reference to each individual in the data, whether consumer or employee. See SOW § 7; Colombi Decl. ¶¶ 39, 53. The Deidentification Agent is not able to distinguish between consumers and employees without access to further identifying data, which would run contrary to the purpose of the deidentification exercise.[8]

13. The Supplemental CPO Report also recommends an attestation that, prior to any transfer of the data to the successful bidder, and for every transfer thereafter, the Deidentification Agent will "deliver to the Debtors, for filing with the Court, a certification that the Court approved procedures were performed and that, in the Agent's professional opinion, the transferred data is deidentified."[9] Supplemental CPO Report at 3. The Deidentification Agent will provide such a certification. *See* Colombi Decl. ¶¶ 53–54; SOW § 7.

[8] For clarity, the Deidentification Agent will be unable to reliably distinguish employees from passengers because it lacks access to a complete passenger list, particularly given the exclusion of transaction systems. Additionally, making that distinction would be unduly burdensome and costly, and could conflict with data minimization principles by requiring the creation of new categories or descriptors that do not already exist in the dataset.

[9] For clarity, although the CPO's report refers to the delivery of such certification upon "each" transfer by the Deidentification Agent to the Buyer, the Sale Agreement provides that this certification is required prior to delivery of the Assets in their entirety. As a result, the intention is for there to be a single certification and a single delivery of the Assets.

14. The CPO ultimately found that "[t]he issues related to the sale of the deidentified data of the more than 97 million Spirit passengers required under sections 332 and 363 of the Bankruptcy Code have been addressed for consideration by the Court, including compliance with the privacy policy, the application of non-bankruptcy laws, and the losses or gains, and costs or benefits to consumers, if the sale is approved." Supplemental CPO Report at 9. The CPO states that the parties have adopted many of her recommended "practical steps . . . to protect the privacy of the Spirit consumers," and that those recommendations "strike an appropriate balance between the privacy rights of consumers and practical considerations associated with this bankruptcy sale." Supplemental CPO Report at 9.

15. Accordingly, the CPO has considered all statutory factors committed to the CPO's review, regards the resulting framework as appropriately balanced and recommends approval of the Transaction. Supplemental CPO Report at 9. The Debtors appreciate the work of the CPO and her engagement with the Debtors, the Buyer and their respective counsel, and the Debtors could not agree more with her ultimate conclusions.

III. The Debtors' Voluntary Privacy-Protective Measures With Respect to Employee Data Exceed the Requirements of Applicable Law

16. As noted above, AFA and ALPA have informed the Debtors that the Revised Sale Order, the Revised Sale Agreement, and the related exhibits resolve the Resolved Union Objections. The Debtors nevertheless describe below the employee-data protections embodied in the Transaction, because they support the findings the Court is asked to make under section 363 of the Bankruptcy Code, are relevant to the joinders filed by other Union Objectors, and are responsive to the Amicus Submissions.

B. Spirit's Employees Have No Reasonable Expectation that Employee Data Will Be Withheld From a Sale

17. Prior to the resolution of their objections, the AFA (joined by PAFCA, APA, the IAM and TWU Local 570) and ALPA (which "adopt[ed]" the AFA's arguments (ALPA

Obj. ¶ 28)) argued that the treatment of employee data under the Sale Agreement was objectionable because nothing in the Sale Agreement required that deidentified employee data be segregated or restricted the Buyer's use of it. *See, e.g.*, AFA Obj. ¶ 2. The AFA accordingly requested exclusion of enumerated categories of flight attendant information from the Deidentified Assets or, in the alternative, "the same protections extended to consumers," including a review or segregation protocol directed at confidential employee and labor-related information. AFA Obj. ¶ 18. As described below, the Transaction as revised now provides those protections, even though most applicable law and the Privacy Notice do not require them.

18. Employee data is generally not subject to the same privacy protections as consumer data. To the contrary, as even the amici supporting AFA concede, "[n]early all state data privacy laws are centered around consumers," EPIC Br. at 5, and many modern data privacy laws, such as the Florida Digital Bill of Rights, expressly exclude from the scope of their protection information about "an individual acting in a[n] employment context." Fla. Stat. § 501.702(8); *see also* Va. Code Ann. § 59.1-575 (defining "consumer"); Or. Rev. Stat. § 646A.570(7); Conn. Gen. Stat. § 42-515(8).

19. The Transaction is fully consistent with Spirit's Privacy Notice, which defines "personal information" expansively, discloses the collection and sharing of every category of data the Union Objectors sought to protect, and expressly permits personal information to be transferred to a buyer, in identifiable form and without any deidentification or confidentiality condition, in connection with a "sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding." Privacy Notice §§ 1, 3–4. Employees therefore could not reasonably have expected that their information would be withheld from a sale, and the robust data treatment and deidentification measures the Debtors have nevertheless voluntarily adopted far exceed what the Privacy Notice and applicable law require.

C. ALPA's Narrow Categories of Confidential Pilot Information Are Excluded from the Transaction, and the Remaining Pilot Records Are Not Contractually Protected

20. ALPA originally contended that certain categories in the Asset Schedule (namely, "Ops" and "Team Member" categories) include pilot training records, medical records, fatigue reports, and flight safety program data that the Collective Bargaining Agreement ("**CBA**") and various letters of agreement ("**LOA**") and memoranda of understanding ("**MOUs**") require to be kept confidential. ALPA Obj. ¶¶ 1–6, 9–10, 28–31. The Debtors and the Buyer have agreed to exclude from the Transaction entirely the defined categories of pilot and other employee information afforded confidential treatment under the applicable CBA and related documents. Information falling outside of these defined categories is not afforded such treatment under any contract, statute, or Spirit's Privacy Notice. Revised Sale Agreement Ex. A ¶ C; Patel Decl. ¶ 18.

21. SWAPA, which represents certain pilots formerly employed by Spirit, joined and adopted the ALPA Objection and the AFA Objection, and added that the sale threatens to have a chilling effect on participation in voluntary safety and training programs across the commercial airline industry. SWAPA Obj. at 1–2. However, the confidential safety-program information on which that concern rests, namely, safety reports shared between ASAP and ATSAP under the CISP MOU and FOQA Program Information, is excluded from the Transaction in its entirety, as described above. Revised Sale Agreement Ex. A ¶ C(xiii), (xx); Patel Decl. ¶¶ 15, 18, 20. Because no confidential safety-program information will be sold, the Transaction supplies no basis for the chilling effect SWAPA posits. The Debtors submit that the resolution of the underlying ALPA Objection should resolve all joinders thereto. But in the event the Court disagrees, the SWAPA Objection should nevertheless be overruled in light of the foregoing.

D. The Debtors Are Voluntarily Applying Standards for Personally Identifiable Information to Employee Data

22. Sections 363(b)(1), 101(41A), and 332 of the Bankruptcy Code address sales of "personally identifiable information" and generally require that the sale of such information be consistent with the debtor's privacy notice or, if not, that the Court only approve such a sale following the appointment of a consumer privacy ombudsman. *See* 11 U.S.C. § 363(b)(1). "Personally identifiable information" is defined under the Bankruptcy Code to mean specific and delineated information "provided by an individual to the debtor in connection with obtaining a product or service from the debtor": name, physical address, electronic address, telephone number, social security number, and credit card account number, and, "if identified in connection with one or more of" those items, "a birth date, the number of a certificate of birth or adoption, or a place of birth," or "any other information concerning an identified individual that, if disclosed, will result in contacting or identifying such individual physically or electronically." *See* 11 U.S.C. § 101(41A). In other words, "personally identifiable information" constitutes consumer data, not employee data.

23. Although neither applicable law nor the Debtors' Privacy Notice requires the Debtors to deidentify employee data prior to its sale, the Debtors have voluntarily undertaken this burden. The proposed Transaction is not a sale of personally identifiable information. Full stop. The transaction documents, including the Sale Agreement, contemplate the retention of an independent Deidentification Agent, a prohibition on reidentification, onward-transfer restrictions, and the Deidentification Agent's testing, access, and incident-response controls described below.

24. The Debtors will require the Deidentification Agent to apply the deidentification process to information relating to any and all individuals in the data set to be acquired by the Buyer, including current and former employees (among them flight attendants, pilots, and other crew members). The Debtors are therefore voluntarily subjecting employee

data to a deidentification process designed to satisfy the more stringent legal standards that are typically applicable only to consumer data. Additionally, and as described in Section III.E below, the systems that primarily contain certain enumerated categories of Excluded Employee Data are Out-of-Scope Systems whose data is not part of the Transaction at all, and such enumerated categories of Excluded Employee Data will be separated from the In-Scope Data before transfer.

E. The Debtors Have Gone Further by Placing Entire Systems of Record Outside the Scope of the Transaction and Excluding Enumerated Categories of Data

25. In close collaboration with AFA and ALPA, and after fully considering the CPO Report, the Debtors and the Buyer have agreed that the data stored in Spirit's dedicated systems of record for certain employee-data categories, including accommodations, crew base assignment, crew pairing, crew training records, employee bank records, leave, performance, labor-related investigations, medical and disability data, and payroll records, is not within the scope of the Transaction. *See* Patel Decl. ¶¶ 10, 14–15. The Debtors and the Buyer have likewise agreed to exclude each category of information that the AFA's CBA and related instruments require to be kept confidential. Patel Decl. ¶ 18.

26. The remaining In-Scope Data, including free-form communications such as email and chats, is subject to further layers of protection. First, the Debtors and the Deidentification Agent will run search terms and metadata parameters across the In-Scope Data to identify Excluded Employee Data wherever it appears, and anything returned will be removed, redacted, or suppressed, so that exclusion follows content across systems. Patel Decl. ¶¶ 11, 21–22, 24; Data Treatment Procedures, Ex. C; Colombi Decl. ¶¶ 45–48. Second, each Union Party may propose Union Search Terms, and any information identified by agreed or Court-approved Union Search Terms will be removed as Excluded Employee Data before delivery. Revised Sale Order ¶¶ 11, 23–25; Patel Decl. ¶ 23. Third, all data to be transferred

will first be deidentified. Revised Sale Agreement §§ 1(a), 3(c). These voluntary safeguards exceed what applicable law requires and address the substance of AFA's and ALPA's concerns.

F. The Voluntary Protocol Addresses Concerns Regarding Future Onward Transfers by Prohibiting Reidentification

27. In their joinder to the now-resolved AFA Objection, IAM and TWU raise an additional argument that artificial intelligence reduces the time and cost needed to reassemble connections that deidentification historically made not worth the effort, thereby suggesting that the proposed restrictions on reidentification may not be sufficient. To be clear, deidentification is not a standalone protection, but part of a multi-layered approach, that incorporates codified legal standards, including the carving out or exclusion of entire systems, deidentification under the CCPA standard, and certification of methodology and process by an independent deidentification agent. *See* Patel Decl. ¶¶ 8—12. Under the CCPA standard, information is "deidentified" when it "cannot reasonably be used to infer information about, or otherwise be linked to, a particular consumer," provided that the business implements technical safeguards and business processes that prohibit reidentification, prevent inadvertent release, and are designed to ensure the information is not reidentified or used for any other purpose. Cal. Civ. Code § 1798.140(m); *see also* Cal. Code Regs. tit. 11, § 7061.[10] IAM and TWU, on the other hand, do not propose to apply any existing legal standard and cite no authority for their position. The deidentification standards in modern state privacy laws do not require that it be *impossible* for a recipient of data to reidentify it, which would be entirely impractical. Rather they ask whether data cannot reasonably be linked to an identified or identifiable individual and condition deidentified status on the data recipient's contractual and public commitments not to

[10] The CCPA defines "deidentified" information as information that "cannot reasonably be used to infer **information about, or otherwise be linked to,** a particular consumer," where the business takes reasonable measures to prevent reidentification, publicly commits not to attempt reidentification, and contractually obligates recipients to comply with the same requirements. Cal. Civ. Code § 1798.140(m).

attempt reidentification, together with reasonable technical safeguards. The standards thus acknowledge that residual risk of reidentification remains.

IV. Third-Party Confidential and Proprietary Information Is Excluded From the Deidentified Assets

28. Unlike the Union Objectors, the Commercial Objectors do not contend that the Deidentified Data contains their personal information, and deidentification is not the source of their concern. Rather, IAE, Navitaire, Springshot, and GE, each assert that certain information in the Debtors' possession is confidential or proprietary to them under the applicable provisions of their contracts with the Debtors, and therefore is not property of the Debtors' estates and may not be transferred. *See* IAE Obj. ¶¶ 2, 19–20; Navitaire Obj. ¶ 3; Springshot Obj. at 4, 8; GE Obj. ¶¶ 1, 12–15. The main issue is whether contractually confidential third-party information is within the Deidentified Assets and transferable by the Debtors. As summarized in paragraph 3 above, the Debtors and the Buyer have addressed this issue by agreeing that the Commercial Objectors' confidential information is excluded from the Deidentified Assets and by adopting a multi-layered, Court-supervised exclusion protocol. The Commercial Objectors nonetheless complain that (i) they lack recourse if their information is inadvertently transferred, (ii) the exclusion protocol improperly shifts to them the burden of identifying their own information, (iii) the requirement that their proposed search terms be "reasonably necessary and narrowly tailored" is improper, and (iv) the Debtors have not been transparent about where their information resides and how it will be treated. None of these complaints has merit.

29. The measures the law asks of a party handling confidential information are reasonable ones, not perfect ones, and even where a confidentiality obligation is technically breached, the remedy is measured by actual harm. *See Enter. Leasing Co. of Phoenix v. Ehmke*, 197 Ariz. 144, 3 P.3d 1064, 1070 (Ct. App. 1999) (secrecy "need not . . . be absolute"; owner of secrecy "need only . . . show that it made reasonable efforts"); *Corp. Synergies Grp., LLC v. Andrews*, 2019 U.S. Dist. LEXIS 135293, at *10 (D.N.J. Aug. 12, 2019) (reasonable

safeguards suffice; no "extraordinary measures" required); *Turner v. Johnson & Johnson*, 809 F.2d 90, 101–02 (1st Cir. 1986) ("technical breach of minor provisions of the agreement" was immaterial and supported no damages absent compensable injury); *Palmetto Mortuary Transp., Inc. v. Knight Sys., Inc.*, 424 S.C. 444, 461, 463 (2018) ("[A] rescission will not be granted for a minor or casual breach of a contract," and a clause permitting termination for "a breach" requires a material breach); *Adcor Indus., Inc. v. Beretta USA Corp.*, 250 Md. App. 135, 248 A.3d 1137 (2021) (treating breach of a nondisclosure agreement like any other contract breach and awarding nominal damages, notwithstanding an "irreparable harm" clause, where no damages were proven); *Tatum v. Fairstead Affordable LLC*, 347 A.3d 1221 (Del. Ch. 2025) (applying New York law) (employee breached confidentiality provision by downloading documents, but damages were limited to forensic investigation costs because nothing was misused); cf. *J.M. v. Illuminate Educ., Inc.*, 19 Cal. 5th 705, 588 P.3d 611 (2026) (whether confidentiality is breached turns on whether information is "exposed to a significant risk of unauthorized access or use," considering "any mitigation efforts"). As elaborated below, the measures taken by Spirit to mitigate the transfer of third-party information are more than reasonable.

A. The Revised Sale Order Addresses the Commercial Objectors' Common Concerns

30. Each Commercial Objector asserts that it owns, or that its contracts with the Debtors protect, information that may reside in the Debtors' systems, and asks the Court to deny or condition the Transaction unless that information is excluded and adequate protocols and remedies are in place. *See* IAE Obj. ¶¶ 3–6, 22, 25; Navitaire Obj. ¶ 3; Springshot Obj. at 4, 8; GE Obj. ¶¶ 1, 9, 11, 13–15, 20. Except for the GE Objection, each of these objections was filed before the Debtors filed the Revised Sale Order on November 9, 2026. The Revised Sale Order provides what those objections request: an express carve-out of each Specified Third Party's confidential information and intellectual property, a Court-supervised exclusion

protocol, access to the exclusion manifest, post-delivery remedies against the Buyer, and a full reservation of rights. Revised Sale Order ¶¶ 8, 14–28.

31. *No Third-Party Confidential Information Is Being Sold.* As a threshold matter, the Transaction has never contemplated the sale of anything other than the Debtors' own property. From the outset, the Original Sale Agreement conveyed only "the Seller's right, title and interest in, to and under" the Assets, and included the Seller's representation that it "is the sole and exclusive owner of the Assets and has good and valid title to, and the full right to sell, assign, transfer, convey and deliver, the Assets, free and clear of all Claims." Original Sale Agreement, §§ 1(a), 6(a). The Revised Sale Agreement reaffirms what the original Sale Agreement already required, and expressly states that the Assets "shall not include" (i) confidential contracts, leases or other agreements between the Seller and any Specified Third Party, (ii) confidential communications between the Seller and any Specified Third Party, (iii) court-sealed confidential information of any Specified Third Party, and (iv) other information identified as confidential information of a Specified Third Party under an agreement existing as of the date of entry of the Sale Order between such Specified Third Party and the Debtors (an "**Existing Third-Party Agreement**") (collectively, the Excluded Third-Party Data), and separately that the Assets "shall not include any intellectual property rights of any Specified Third Party." Revised Sale Agreement, Ex. A, cls. D–E. The Revised Sale Agreement further requires the Deidentification Agent to remove Excluded Third-Party Data before any delivery to the Buyer, *id.* § 1(a)(ii)(B), and those exclusions may not be waived, modified, or amended except by order of this Court. *Id.* § 12. Every commercial counterparty that raised a formal or informal objection is expressly named as a Specified Third Party, *Id.*, Ex. A n.4, whose confidential information "falls squarely within" the Excluded Third-Party Data. *See* GE Obj. ¶ 12.

32. Second, the Revised Sale Order provides that, notwithstanding anything to the contrary in any transaction document, the intellectual property rights of any Specified Third Party and the Excluded Third-Party Data "do not constitute part of the Deidentified Data and are not assets being sold, assigned, transferred, or conveyed to the Successful Bidder," and the Court's findings confirm that the Transaction is not intended to be a sale of any Specified Third Party's confidential information or intellectual property rights. Revised Sale Order ¶ 14 & finding (u).

33. Third, Ms. Patel attests to how these exclusions will be implemented in practice. Confidential communications between Spirit and a Specified Third Party are Excluded Third-Party Data, and Spirit and the Deidentification Agent will identify them through Search Queries (as defined in the Patel Declaration) built on, among other things, the Specified Third Party's email domains and addresses, entity names and aliases, program and project names, and contract numbers, run against communications with the Spirit functions most likely to have dealt with that counterparty (including finance, purchasing, legal, technical operations, and executive personnel). Patel Decl. ¶¶ 11, 25–27. For IAE and Pratt & Whitney alone, the initial Search Queries have already resulted in the identification of tens of thousands of emails and documents for exclusion. *Id.* ¶ 31. The Deidentification Agent will then apply those criteria, together with its own technical methods, to identify and remove any remaining Commercial Objector information before delivery. Colombi Decl. ¶¶ 45–49; SOW Ex. C. Those exclusions are not theoretical; they are binding contractual and Court-ordered limitations, supported by sworn testimony, that remove the Commercial Objectors' materials from the Transaction.

34. Because the Commercial Objectors' confidential information is not being sold, their contention that such information is not property of the Debtors' estates and cannot be sold under section 363(b) or "free and clear" under section 363(f) is directed at a sale the Debtors have not proposed. *See* IAE Obj. ¶¶ 2, 19–20; Navitaire Obj. ¶ 3; Springshot Obj. at 4, 8; GE

Obj. ¶¶ 13–17. The Engine OEMs concede as much. GE Obj. ¶¶ 4, 15. There is, accordingly, no dispute over ownership for the Court to resolve. Section 363(f), which operates on interests in the property being sold, is not implicated: the Sale Order does not, and could not, cleanse excluded information of any confidentiality obligation. The Engine OEMs' principal authority, *In re DeCurtis Holdings LLC*, 2023 WL 5153645 (Bankr. D. Del. Aug. 9, 2023), is therefore inapposite; there, the debtor sought to sell assets embodying a third party's confidential information, whereas here such information is expressly carved out. More fundamentally, nothing in the Revised Sale Order or the Sale Agreement impairs or limits any rights or defenses of any Specified Third Party with respect to Excluded Third-Party Data, Asserted Confidential Information, or its intellectual property, and each Specified Third Party's right to seek further relief from this Court is preserved. Revised Sale Order ¶¶ 18, 28.

35. *Transparency and Verification.* The Commercial Objectors' suggestion that the Debtors have not been transparent about where their information resides or how it will be treated is belied by the record. Springshot argues that the Debtors offer only a "belief" unsupported by any "audit trail," Springshot Supp. Obj. ¶ 5; IAE, joined by Navitaire, asks the Court to require the Debtors to demonstrate that no IAE Proprietary Information is in the dataset, IAE Obj. ¶¶ 6, 22; and the Engine OEMs complain about the timing and "non-individualized basis" on which the exclusion manifest will be provided, GE Obj. ¶¶ 4(c), 20(a). The Debtors provided the Data Treatment Procedures to the Commercial Objectors more than a month ago, have been forthright in discussions regarding where and how data is held across their systems, and have now memorialized these representations and others in declarations describing each repository to be searched, the tools to be used, the process for analyzing results, and the treatment of the relevant data. Patel Decl. ¶¶ 21–29, 33–37; Colombi Decl. ¶¶ 45–49. Moreover, the reason the Debtors have offered to provide a "non-individualized" exclusion manifest is for transparency: the Debtors have promised to provide the part of such report (a

Deidentification Agent deliverable) that is applicable to the Specified Third Party. Revised Sale Order ¶ 27; Patel Decl. ¶ 28; Colombi Decl. ¶ 49. And to the extent any Commercial Objector seeks individualized reporting before any data is delivered to the Buyer, the Debtors have always understood, and have expressly committed, that the good-faith process by which the Debtors and each Specified Third Party settle on Third-Party Search Terms would entail providing that Specified Third Party with exclusion reports, including, for example, hit counts, the percentage of In-Scope Data implicated by the proposed terms, and the custodians whose data would be affected; the Debtors are happy to enumerate that understanding expressly in the Sale Order.

36. Additionally, the Deidentification Agent, who was designated by the Seller, not the Buyer, and whose Deidentification decisions are independent of both the Debtors and the Buyer, will certify that Excluded Third-Party Data has been removed before any transfer. Revised Sale Agreement § 1(a)(ii); *see* Colombi Decl. ¶¶ 17, 21–22, 53–54.

37. To be clear, the Debtors are not seeking to keep the Commercial Objectors in the dark. To the contrary, the Debtors would much prefer to run the exclusion queries now and show each Commercial Objector exactly how much of its information will be carved out, and to give each of them a window into the sophisticated technology that will drive the exclusion process. The obstacle is a practical one. The Debtors do not have the tools the Deidentification Agent will deploy, which include cryptographic hash-matching of designated files, engagement-specific contextual detection such as near-duplicate detection, semantic similarity, and entity recognition. Colombi Decl. ¶¶ 45–48; SOW Ex. C §§ 3–4. And the Deidentification Agent's engagement, including the transfer of the In-Scope Data to its processing environment, will not commence until entry of the Sale Order, because the costs of that work are funded through the Buyer and are not borne by the estates. Tonic MSA § 4; SOW at 1; Colombi Decl.

¶ 18.[11] The Engine OEMs and the other Commercial Objectors, in short, want a level of advance comfort that is not available. The search term dispute process set forth in the Revised Sale Order is sufficient to preserve the Commercial Objectors' day in court, after entry of that Order, as explained further below.

38. The Engine OEMs' suggestion that the Debtors lack the personnel to vet the data, GE Obj. ¶ 8, likewise misses the mark: the Debtors' identification of where data resides and what must be carved out has been led by Ms. Patel, Spirit's Chief Information Officer, who has worked at Spirit since 2012 in senior information and data systems roles and brings more than 30 years of experience in the airline industry and in enterprise data, business intelligence, and data architecture, and that work is then built upon by the independent, professional Deidentification Agent. Patel Decl. ¶¶ 1–3, 25–28, 33–37; Colombi Decl. ¶¶ 6, 17, 21–22, 45–49; *see also* Colombi Decl. ¶¶ 9–11 (describing the Deidentification Agent's industry recognition and experience de-identifying data for regulated enterprises and AI development).

39. In fact, the Debtors' proposed carve-outs may well prove grossly overinclusive. For example, the Debtors are carving out from the Transaction every email sent from a Specified Third Party to a member of Spirit's finance department, to mitigate the risk that confidential pricing information appears in any of them. Patel Decl. ¶¶ 27, 31.

40. *Burden Shifting.* Springshot argues that the Debtors have assigned to third parties "the burden of describing with specificity what proprietary data it believes the Debtors have," Springshot Supp. Obj. ¶ 7; IAE (whose objection Navitaire joins and which incorporates Springshot's arguments) would go further, requiring the Debtors to prove a negative, *see* IAE Obj. ¶¶ 6, 22; and the Engine OEMs contend that the Revised Sale Order "flips the burden" to them by requiring them to provide search terms, GE Obj. ¶¶ 4(b), 5. That is flatly untrue.

[11] Even so, the Deidentification Agent has already invested substantial time and expense in this process before receiving any data, including by assisting in drafting the transaction documents and Data Treatment Procedures, meeting with Objectors, and providing as much insight into its methodology as possible, and it has been willing at every turn to devise ways to make this novel sale workable and satisfactory to all parties.

41. The Debtors first did (and will continue to do) their own work, identifying and carving out the data repositories, communications, and agreements described above, and the Third-Party Search Terms protocol described in Section IV.B below operates as an additional safeguard rather than a substitute for those efforts. Revised Sale Order ¶¶ 20–22. That protocol is therefore a protection afforded to the Commercial Objectors, not a burden imposed on them. What the Commercial Objectors actually demand is that the Debtors prove a negative (the total lack of asserted confidential information) with respect to every individual scrap of data sold in the Transaction, and that the Court deny the estates approximately $10 million based on the speculative concern that some residual fragments of such information might survive. The law does not require that, and the Court should reject that standard.

42. IAE asks the Court to require the Debtors to implement a protocol for removing the IAE Proprietary Information that is "agreeable to IAE," IAE Obj. ¶ 22. But the Debtors have bent over backwards to accommodate these concerns. Since IAE filed its objection, the Debtors have circulated multiple successive revisions of the proposed Sale Order, the Sale Agreement, and the Assets Schedule; shared the Tonic MSA and SOW, which include the Data Treatment Procedures; expanded Spirit's own search terms and domains; and invited Specified Third Parties to propose additional search terms. Indeed, the Debtors have consistently adjourned this sale hearing to allow discussions with Objectors to continue in the hopes of resolution. Those same efforts have produced consensual resolutions with AFA and ALPA and with other similarly situated commercial counterparties. Notice of Revised Sale Documents at 2. Yet, after months of good-faith engagement, the Debtors have not come close to identifying any protocol that IAE would find agreeable, and the Debtors have no basis to believe that one exists. The Revised Sale Order supplies an objective, Court-supervised mechanism that protects the Commercial Objectors' legitimate interests and properly balances the practicality of the situation.

B. The Revised Sale Order Establishes a Court-Supervised Protocol Under Which Each Specified Third Party and Union Party May Propose Search Terms to Remove Its Confidential Information Before Delivery

43. The Commercial Objectors raise a central practical question: how can information that a counterparty considers confidential be reliably identified within Spirit's In-Scope Data, and removed from it, before delivery to the Buyer? The Revised Sale Order answers that question by giving each Specified Third Party a say in defining the identifying criteria itself. To be clear, inviting Specified Third Parties to supplement the criteria does not change the fact that Spirit has both the obligation and ability to identify what it reasonably believes is confidential information in the first instance.

44. Under the Revised Sale Order, no later than fifteen (15) days after entry of the Sale Order, each Specified Third Party or Union Party may propose full-text search terms, metadata parameters, filters, and other exclusion criteria (the "**Third-Party Search Terms**" or, in the case of a Union Party, the "**Union Search Terms**") intended to identify information that it believes is confidential under an Existing Third-Party Agreement (or in the case of a Union Party, pursuant to a Collective Bargaining Agreement), so that such information can be removed from the In-Scope Data before delivery to the Buyer. Revised Sale Order ¶¶ 20, 23-25. The Third-Party or Union Search Terms must be reasonably necessary and narrowly tailored to identify such data, and the Debtors and each Specified Third Party or Union Party will work in good faith to agree upon them, with the technical advice of the Deidentification Agent. As part of these good-faith negotiations, the Debtors intend to deliver to each Specified Third Party exclusion reports, prepared with the Deidentification Agent, that provide detail regarding the efficacy and reach of the search terms (for example, hit counts). Any information the Deidentification Agent identifies using agreed Third-Party or Union Search Terms will be removed from the In-Scope Data under the Data Treatment Procedures and treated as Excluded

Third-Party Data or Excluded Employee Data for all purposes of the Sale Order and the Sale Agreement. Revised Sale Order ¶¶ 20, 23-25.

45. Accordingly, the Third-Party or Union Search Terms protocol gives each Specified Third Party and Union Party a meaningful remedy, together with a clear path to resolve any disagreement, without conditioning or delaying the Transaction. Parties with intimate knowledge of their own confidential information would help define the criteria, Spirit would work with the independent Deidentification Agent to apply them, and removal would occur before any delivery to the Buyer. If the parties cannot agree on the Third-Party or Union Search Terms within sixty (60) days, any remaining dispute will be resolved not by the Debtors, the Buyer, or the Deidentification Agent, but by this Court. Revised Sale Order ¶¶ 22, 25. Each Specified Third Party and Union Party therefore keeps its day in court on the adequacy of the exclusion criteria, before this Court and before any data is delivered.

46. To be clear, the Deidentification Agent's work also extends well beyond mere search terms. The data identified by the Third-Party Search Terms and the Debtors' Search Queries will feed into the Deidentification Agent's contextual searches, which will surface similar material the search terms themselves did not flag for review and removal. *See* Colombi Decl. ¶¶ 47–48. The full criteria will be re-run to catch any residual matches for removal prior to delivery. Colombi Decl. ¶ 48; SOW Ex. C § 4. The search terms are thus a floor, not a ceiling.

47. The protocol also brings needed finality to the process: a Specified Third Party or Union Party that does not timely propose Third-Party or Union Search Terms is forever barred from disputing their adequacy. Revised Sale Order ¶¶ 22, 25. That bar is not a trap, and contrary to the Engine OEMs' characterization, GE Obj. ¶ 4(b), it is triggered by a failure to timely propose search terms, not by proposing terms that are later narrowed in negotiation or by the Court. The Debtors have been asking counterparties for proposed search terms since

September 2026, and many Specified Third Parties have already provided them; the Engine OEMs, for example, supplied search terms and domain names more than four weeks ago. GE Obj. ¶ 3. As a practical matter, the fifteen (15) day deadline therefore largely formalizes a process that is already well underway, while ensuring that the Transaction can close on a definite timeline and is not reopened by belated challenges.

48. The Debtors have accommodated the Objectors to the fullest extent consistent with preserving the Transaction, but the Court should be aware that expansive or insufficiently tailored exclusion criteria risk the Transaction itself: if the Third-Party Search Terms and Union Search Terms together would reduce the volume of delivered data by more than 8% (a "**Material Degradation**"), the Buyer may terminate the Sale Agreement. Revised Sale Order ¶¶ 21, 26.

49. The requirement that Third-Party Search Terms and Union Search Terms be reasonably necessary and narrowly tailored is neither novel nor a shift of burden to the Objectors. It reflects the well-established standard governing the design of search terms in electronic discovery, under which courts require keyword searches to be reasonably calibrated to the information sought and proportional to the needs of the matter. *See United States for Use & Benefit of M. Frank Higgins & Co. v. Dobco Inc.*, No. 22-CV-9599 (CS)(VR), 2023 WL 5302371, at *5 (S.D.N.Y. Aug. 17, 2023) ("Generally, if the search protocol is narrowly tailored and tested by both parties, they can minimize concerns about fishing expeditions and the production of large quantities of non-responsive documents."); *In re Shakarian*, Case No. 25-CV-0098-JRG (E.D. Tex.), No. 26-MC-0026 (MAD/ML), 2026 WL 3205871, at *4 (N.D.N.Y. Oct. 26, 2026) (characterizing the process of identifying custodians and narrowly tailoring search terms and relevant time periods as required steps under the Federal Rules of Civil Procedure to "avoid imposing an undue burden or expense on a person subject to [a] subpoena") (alteration and quotation mark omitted).

50. The Engine OEMs' proposed substitute standard, under which search terms need only be "reasonably designed to ensure the exclusion of confidential information," and the Court would consider whether they are "reasonably sufficient" to prevent the transfer of any information that could be used to infer information about a Specified Third Party, GE Obj. ¶ 20(c), would invite over-inclusive terms, untethered to the actual scope of any confidentiality obligation. More importantly, any dispute would be resolved by this Court before delivery. Revised Sale Order ¶¶ 20–22. The Debtors share the goal of preventing the transfer of confidential information. This Court is well-equipped to call balls and strikes to the extent there is a dispute regarding search terms, and the standard the Debtors have proposed is procedurally workable.

C. The Revised Sale Order Establishes Meaningful Recourse for Inadvertently Conveyed Third-Party Information

51. The Commercial Objectors contend that they would be left without recourse if their information were transferred. IAE asserts that, given the Debtors' wind-down, it would have "no meaningful remedy" for any breach of its confidentiality agreements, IAE Obj. ¶¶ 17, 20; Springshot asserts that the Debtors have offered no "meaningful protection or remedy should that proposed process fail," Springshot Supp. Obj. ¶ 8; and the Engine OEMs assert that, if their information is transferred, they "must find it themselves," identify it "with specificity," and ask the Buyer to make "reasonable efforts" to remove it, while the sale free and clear leaves them "without a meaningful remedy." GE Obj. ¶¶ 4(d), 6. Those assertions cannot be squared with the Revised Sale Order, which provides layered, Court-supervised recourse both before and after delivery that runs not merely against the liquidating Debtors but against the Buyer and its transferees. Before delivery, each Specified Third Party's confidential information is carved out of the Deidentified Data, each may propose Third-Party Search Terms subject to this Court's resolution of any dispute, and each may obtain its portion of the exclusion manifest. *See* Section IV.A above; Revised Sale Order ¶¶ 14, 20–22, 27. The Data

Treatment Procedures also cannot be amended in a way that adversely affects the rights of Specified Third Parties without further order of this Court. Revised Sale Order ¶ 6.

52. After delivery, the Buyer has bound itself to additional remedial obligations. If a Specified Third Party becomes aware that particular Excluded Third-Party Data was transferred to the Buyer as part of the Transaction and notifies the Buyer of such transfer, the Buyer will promptly use reasonable efforts to prevent public disclosure of the Excluded Third-Party Data then in its possession or control that is inadvertently included in the Deidentified Assets as well as to delete such data from the data repositories of Services Output Data. Revised Sale Order ¶ 15. The same protocol applies to "Asserted Confidential Information"—information that is not Excluded Third-Party Data but that a Specified Third Party reasonably believes constitutes its confidential information under an Existing Third-Party Agreement. Revised Sale Order ¶ 16. And if the Buyer itself becomes aware of Excluded Third-Party Data in the delivered data, it must take the same steps and notify the affected Specified Third Party. Revised Sale Order ¶ 17. Critically, the Buyer must treat the data repositories of Services Output Data delivered to it by the Deidentification Agent, which is the form in which the data is transferred to the Buyer, as confidential and must maintain those repositories in a secure environment, in each case consistent with how the Buyer treats and maintains its own confidential information of like nature, and it makes that commitment not merely in a private contract but in an order of this Court, enforceable by this Court. Revised Sale Order ¶ 8; Colombi Decl. ¶ 51. Contrary to the Engine OEMs' assertion, then, Specified Third Parties are not left to "find it themselves." GE Obj. ¶ 4(d). These obligations follow the data: transferees of the Deidentified Data are bound by the Revised Sale Order to the same extent as the Buyer, Revised Sale Order ¶ 8, and any claim by a Specified Third Party against the Deidentification Agent or the Buyer arising from the Data Treatment Procedures or the Deidentified Data must be brought in this Court, which retains jurisdiction to enforce the

Revised Sale Order. Revised Sale Order ¶¶ 19, 43. That does not "strip[] away recourse," GE Obj. ¶ 4(d); it ensures that recourse is available in the forum most familiar with the Transaction.

53. Finally, the Revised Sale Order fully preserves each Specified Third Party's rights under applicable law to seek further relief from this Court, including on an emergency basis. Revised Sale Order ¶ 18. Nothing in the Revised Sale Order or the Sale Agreement impairs or otherwise limits any rights or defenses of the Debtors, the Deidentification Agent, any Specified Third Party, any Union Party or the Buyer with respect to Excluded Third-Party Data, Excluded Union Data, Asserted Confidential Information or the intellectual property rights of any Specified Third Party. Revised Sale Order ¶ 28. This reservation directly addresses Springshot's assertion of ownership of platform data and intellectual property, IAE's and Navitaire's assertions of ownership of proprietary commercial, technical, and financial information, and the Engine OEMs' assertion that the sale free and clear would leave them without a meaningful remedy. *See* GE Obj. ¶ 6. It likewise answers the Engine OEMs' request that the Court strike, or make expressly without prejudice to them, its findings that the Data Treatment Procedures are reasonable and that the Transaction does not include third-party confidential information, GE Obj. ¶ 20(e): those findings are supported by the record, including the sworn testimony of Spirit's Chief Information Officer, Patel Decl. ¶¶ 25–31, and the Engine OEMs' rights and defenses are already preserved. For the avoidance of doubt, the Buyer's agreement to these protocols is not a determination that Excluded Third-Party Data is in fact included in the Deidentified Assets. But should any such information be inadvertently conveyed, the Commercial Objectors have meaningful, enforceable recourse, and that recourse is provided without conditioning or delaying the sale.

D. Springshot's Platform Data, Intellectual Property, and Raw Data Are Not Within the Deidentified Assets to Be Sold

54. Springshot's objection rests on Section 10 of the Master Software as a Service Agreement dated April 1, 2022 (the "**SaaS Agreement**"), under which Springshot claims

ownership of certain software, services, and "any data or information generated by the Service or Software." Springshot Obj. at 4. Springshot accordingly asks that the Sale Order provide that its intellectual property is not property of the Debtors' estates, is excluded from the Deidentified Assets, and will not otherwise be transferred or used in a manner inconsistent with the SaaS Agreement. Springshot Obj. at 8. In the Springshot Supplemental Objection, Springshot further contends that the Debtors have not shown where Springshot data resides within their systems, and that the protocol proposed by the Debtors improperly shifts to Springshot the burden of identifying its own information. Springshot Supp. Obj. ¶¶ 1, 5–9. Springshot's burden-shifting, transparency, and recourse arguments, which it shares with IAE, Navitaire, and the Engine OEMs, are addressed in Sections IV.A and IV.C above. Its remaining, Springshot-specific contentions lack merit for the reasons below.

1. The Data Belongs to Spirit, Not Springshot

55. As an initial matter, Springshot's ownership claim is considerably narrower than Springshot suggests. Section 10 of the SaaS Agreement is expressly "[s]ubject to . . . Section 11.1 and 11.4," and Section 11.4 in turn provides that Spirit, as "Customer," "will own all right, title and interest in and to" the "Customer Data," defined as "the data and content (other than publicly available data) that is provided by or on behalf of Customer through Users' use of the Service, including, for example, work flows, scoring algorithms, operating procedures and business processes." Springshot Obj., Ex. A at 5. There is no dispute that Spirit's inputs into the Springshot platform remain Spirit's property.

56. Section 11.1 goes further. Under that provision, Spirit grants Springshot a nonexclusive license to use the "Usage Data" for certain limited purposes, and represents and warrants that it has the right to grant that license. Springshot Obj., Ex. A § 11.1. "Usage Data" is defined broadly as "all data, information, content and other materials stored, transmitted, generated or collected by or for Customer through, or in connection with Customer's (or its

Users') use of, the Service." *Id.* Section 11.2 further obligates Springshot to use commercially reasonable efforts to provide a secure environment for the Usage Data, while Spirit acknowledges that 100% security cannot be guaranteed. *Id.* § 11.2. Spirit could not license the Usage Data to Springshot, or warrant its right to do so, unless Spirit owns the Usage Data. A licensor does not license what it does not own.

57. Springshot's claim rests instead on Section 10, which provides that "Springshot and its licensors have and will own all right, title and interest, including all intellectual property rights, in and to the Software, Service, any data or information generated by the Service or Software, and any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer or any other party relating to the Service or Software." Springshot Obj., Ex. A § 10 (emphasis added); Springshot Obj. at 4. Springshot reads the underlined language to mean that Springshot, and not Spirit, owns the Usage Data. That reading directly contradicts Section 11.1, which Springshot ignores altogether. It also reads out of Section 10 the words "and its licensors." With respect to the Usage Data, Spirit is Springshot's licensor under Section 11.1, and Spirit therefore fits within Section 10's statement of ownership in precisely that capacity.

58. Accordingly, the only interpretation that gives effect to every term of the SaaS Agreement in a cohesive manner is that (i) Spirit owns the Usage Data, (ii) Spirit licenses the Usage Data to Springshot under Section 11.1, and (iii) Section 10 reaffirms that Spirit retains ownership of the Usage Data as Springshot's licensor. That is also the only interpretation consistent with the practical operation of the contract. Under Section 10, the only license Springshot grants to Spirit is a license to the "Software." There is no license from Springshot to Spirit of the Usage Data; as noted above, the contract provides precisely the opposite. If Springshot exclusively owned the Usage Data, Spirit would have no right even to use the data generated by its own employees in running its own operations, and the entire contract would

fail of its essential purpose. Reports and other outputs that Spirit generated for use in managing its own business are thus Spirit's operational data and business records, and they do not become Springshot's proprietary information merely because they were generated through or in connection with Springshot's platform.

59. In any event, the Court need not resolve that question, because the Debtors have not identified any Springshot data that remains part of the Transaction other than potential incidental references to Springshot in Spirit's own business records, which will be deidentified before transfer. Patel Decl. ¶¶ 33, 37.

2. Springshot's Data Is Not Being Sold

60. Springshot has identified three categories of concern: (i) information shared with the Debtors through ordinary business communications, including email, Microsoft Teams, and SharePoint; (ii) data generated by Springshot's platform and pushed to the Debtors; and (iii) the Debtors' internal sharing or analyses of that information. Springshot Supp. Obj. ¶ 3. The Debtors have searched for each of those categories, tailored to the way Spirit and Springshot communicated with each other and may have transferred data or information, and, based on those searches, identified the repositories in which such data is, or was, housed and the treatment of each. Patel Decl. ¶¶ 33, 37.

61. First, with respect to raw platform data, Springshot had the ability to send electronic packages of data over a secure connection to Spirit, and those packages were pushed to Spirit-hosted endpoint URLs and downloaded solely to the MuleSoft Anypoint Platform. Patel Decl. ¶ 35. To the extent Springshot sent electronic packages to Spirit, they were collected and housed solely in the MuleSoft Anypoint Platform, which is not within the scope of the Transaction. *Id.* ¶¶ 35, 37.

62. Second, the Debtors have addressed each of the communication and collaboration channels that Springshot identified. Spirit created a Microsoft Teams channel to

communicate and collaborate with Springshot. That channel has since been deleted, together with all files, chats, and users in it, and a scan of Spirit's environment using the Microsoft Teams admin console did not identify any Teams channels containing Springshot data that remain. Patel Decl. ¶ 37. Similarly, the accounts of the Springshot engineers who were granted access to Spirit's SharePoint have been removed and those access points fully decommissioned, and a scan of Spirit's environment for a shared SharePoint between Spirit and Springshot returned no data. *Id.* The Debtors located one Springshot folder containing five documents reflecting generic workflow updates (such as scheduling or whether a project was completed), which will be deleted and, in any event, will be excluded from the Transaction, and a search of Spirit's broader SharePoint environment identified no other Springshot data. *Id.* In addition, confidential email communications between Spirit and Springshot, as well as Spirit's internal communications and analyses relating to Springshot (including internal emails, Microsoft Teams messages, and SharePoint documents), will be subject to the same Search Queries and removal process applied to other Excluded Third-Party Data, together with any additional search terms proposed by Springshot. *Id.* Spirit has also run targeted searches for materials reflecting Springshot's proprietary information, including Springshot's contracts, architecture, and technical documentation. Those materials, as well as the Springshot reports identified by Springshot, are being excluded from the Transaction. *Id.*

63. Third, the iPads and iPhones used in connection with the Springshot platform have been wiped, Spirit does not have access to the associated cloud storage, and the Buyer will not receive documents from such storage or documents that were available on the iPads and iPhones. Patel Decl. ¶ 37; *see also id.* ¶ 14. There is, accordingly, no device data to be sold to the Buyer.

64. Springshot has no basis for its assertion that the Debtors offer only a "belief" unsupported by any "audit trail." Springshot Supp. Obj. ¶ 5. The Debtors have submitted a

declaration describing each repository searched, the tools used, the results, and the treatment of the relevant data. Patel Decl. ¶¶ 33–37. That record demonstrates that, other than potential incidental references in Spirit's own business records that will be deidentified, Springshot data either does not exist in the Debtors' repositories, has been or is being deleted, or is being excluded from the Transaction, and it refutes Springshot's contention that the Debtors "do not know to any reasonable degree what Springshot confidential information they retain, or where they have it." Springshot Supp. Obj. at 5.

E. To the Extent the GE Objection Raises Any Issue Not Already Addressed Above, It Should Be Overruled

65. Like the other Commercial Objectors, the Engine OEMs do not seek to block the Transaction. They seek assurance that their confidential and proprietary information ("**OEM Data**") will not be transferred to the Buyer. GE Obj. ¶ 1. The Engine OEMs acknowledge that each of them is a Specified Third Party and that the OEM Data "falls squarely within" the Excluded Third-Party Data. *Id.* ¶ 12. Nearly every argument in the GE Objection overlaps with those of the other Commercial Objectors and is addressed above: the estate-property and section 363(f) arguments (GE Obj. ¶¶ 13–17) in Section IV.A; the transparency, timing, personnel, and statistical-assessment arguments (*id.* ¶¶ 4(a), 4(c), 8, 20(a)) in Section IV.A; the burden-shifting and search-term-standard arguments (*id.* ¶¶ 4(b), 5, 20(c)–(d)) in Sections IV.A and IV.B; and the recourse, findings, and post-delivery arguments (*id.* ¶¶ 4(d), 6, 20(e)–(f)) in Section IV.C.

66. The Engine OEMs' only remaining request, that the Verification Agent have experience and expertise in the aviation and aerospace industries, GE Obj. ¶ 20(b), is likewise unwarranted. The Verification Agent reviews the Deidentification Agent's QA Assessment of the deidentification process, a privacy-engineering exercise, Revised Sale Order ¶ 9; Colombi Decl. ¶ 43, and whether particular information is confidential under an Existing Third-Party

Agreement is a legal question reserved to this Court, not a matter of industry expertise. Revised Sale Order ¶ 22.

67. The Debtors will continue to engage with the Engine OEMs in an effort to reach a consensual resolution and will report to the Court on the status of those discussions at the hearing. Absent such a resolution, the GE Objection should be overruled for the reasons set forth above.

V. The Amicus Submissions Provide No Basis to Deny or Condition the Transaction

68. Three non-parties have sought leave to file Amicus Submissions: the Electronic Privacy Information Center and Seema N. Patel (collectively, "**EPIC**"), SIA, and Joshua Eames-Cepero. Whether to receive an amicus submission rests in the Court's discretion, and courts consider, among other things, the partiality of the proposed amicus and whether the submission merely repeats arguments that the parties themselves are able to make. See Sec. Inv. Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC, 550 B.R. 241, 256 (Bankr. S.D.N.Y. 2016). None of the proposed amici is a party in interest, and SIA and Mr. Eames-Cepero each expressly disclaim party status, discovery, and participation in evidentiary proceedings. SIA Mot. ¶ 11; Eames-Cepero Mot. ¶ 7. To the extent the Amicus Submissions raise employee-data concerns, they largely repeat arguments advanced by the Union Objectors and addressed in Section III above. To the extent they raise other concerns, those concerns fall outside the Court's inquiry under section 363. Whether or not the Court grants leave, the Amicus Submissions provide no basis to deny or further condition approval of the Transaction.

69. Moreover, as elaborated above, the Debtors, the Buyer, AFA, and ALPA have reached a settlement under which AFA and ALPA have agreed to withdraw their objections. The EPIC Brief was submitted expressly in support of the AFA Objection, and the SIA Statement raises the same concerns on behalf of flight attendants at another carrier. Neither identifies any reason for the Court to require more than the union representatives of the affected

employees have accepted. And no party in interest has objected to the Transaction on the pricing-use grounds raised in the Eames-Cepero Statement. The Amicus Submissions therefore support no objection that remains pending before the Court.

B. EPIC's and Seema N. Patel's Proposed EPIC Brief Provides No Basis to Prohibit the Transaction

70. The EPIC Brief was submitted in support of the AFA Objection, which AFA has since resolved. Before the EPIC Brief was filed, the Debtors' counsel advised Amici that ongoing negotiations would yield material changes to the Sale Agreement and Sale Order, and offered an extension so that Amici could review those changes; Amici declined. In any event, Amici concede that "[p]rivacy-protecting provisions in the Bankruptcy Code are limited to consumer data" and that "[n]early all state data privacy laws are centered around consumers." EPIC Br. at 5. The state statutes Amici cite exclude individuals acting in an employment context, Colo. Rev. Stat. § 6-1-1303(6)(a)-(b); Tex. Bus. & Com. Code Ann. § 541.001(7), and Colorado's narrow biometric exception is irrelevant because biometric data is excluded from the Transaction. Revised Sale Agreement Ex. A ¶ C(xviii); Patel Decl. ¶¶ 14, 18, 20. Nor is there merit to Amici's speculation that employees lacked notice: the Privacy Notice, posted on Spirit's internal webpage, Spirit Link, discloses that "information about your use of our information technology and communications systems" will be collected. Privacy Notice § 1.

71. Much of the EPIC Brief also rests on superseded terms and is mooted by the resolution of AFA Objection. The dedicated systems of record for payroll, performance, leave, crew base assignment, crew pairing, crew training, medical and disability data, and labor-related investigations are now Out-of-Scope Systems, and those categories are Excluded Data. *See* Sections III.B and III.D above. The Revised Sale Agreement expressly requires deidentification as to both consumers and employees, and the Seller, not the Buyer, designates the Deidentification Agent, which operates independently, subject to independent verification of its assessment. Revised Sale Agreement § 1(a)(ii); Colombi Decl. ¶¶ 22, 43; *see* Section

III.C above. EPIC's ultimate position, namely, that "[t]he only way to truly ensure that AFA members' personal data is not exposed is to prohibit the sale of that data entirely," EPIC Br. at 9, is one that AFA itself has rejected by resolving its objection. EPIC's broader policy concerns, including that approval will encourage employers to over-collect employee data, are properly directed to legislatures and regulators, not to a sale order in a chapter 11 wind-down.

C. The SIA Statement Seeks Safeguards the Transaction Already Provides

72. SIA, which represents certain SkyWest flight attendants, is not a creditor, does not represent any of the Debtors' employees, takes no position on the merits of the sale, and does not seek to prevent it. SIA Mot. ¶ 1; SIA Stmt. ¶¶ 2, 11, 23. It asks only that approval be conditioned on "reasonable safeguards," *id.* ¶¶ 23–24, each of which the Transaction, as revised through the settlement with the Union Objectors, already provides: (a) sensitive employee records, including training, disciplinary, grievance, and safety-reporting records, are housed in Out-of-Scope Systems or are Excluded Data, *see* Section III.D above; (b) all individuals in the dataset, including employees, are subject to the CCPA deidentification standard and a quantitative reidentification-risk assessment, Revised Sale Order ¶ 9; (c) the Deidentification Agent must certify before closing, following review of its QA Assessment by an independent Verification Agent designated in consultation with the Union Parties, *id.*; *see* Sections II and III.E above; (d) reidentification is prohibited and onward transferees are bound by the same restrictions, Revised Sale Order ¶ 8; Revised Sale Agreement § 1(c); and (e) the Buyer must use reasonable efforts to prevent public disclosure of, and delete, any inadvertently delivered Excluded Union Data or Excluded Third-Party Data, Revised Sale Order ¶¶ 12–13, 15, 17.

73. SIA's central factual premise—that a single flight attendant staffs a regional aircraft with 50 or fewer seats, so that a crew record necessarily describes one person—does not describe Spirit, which operated a mainline fleet of aircraft with more than 100 seats, each requiring at least three flight attendants. SIA Stmt. ¶ 6; *see* 14 C.F.R. § 121.391(a). In any

event, the systems of record for crew base assignments, crew pairing, crew training, and flight attendant time cards are Out-of-Scope Systems. See Section III.D above; Patel Decl. ¶ 15. Like EPIC's, SIA's avowedly industry-wide concerns are properly directed to legislatures and regulators.

D. The Eames-Cepero Statement Raises No Issue Cognizable Under Section 363

74. Mr. Eames-Cepero, an attorney appearing on his own behalf, raises a different concern, i.e., whether Spirit's historical commercial records, such as fare, booking-curve, competitor-pricing, and forecast data, could be used in pricing or revenue-management tools. Eames-Cepero Mot. ¶¶ 1, 4, 6. He asks that the Buyer submit a declaration describing its intended uses of those records and that the Court then consider segregation, use restrictions, and compliance certification. Eames-Cepero Stmt. ¶¶ 12–13. That request should be rejected.

75. Section 363 of the Bankruptcy Code does not require the relief he seeks. Under *Lionel*, the question is whether the Debtors have articulated a sound business justification for the sale. *In re Lionel Corp.*, 722 F.2d 1063, 1071 (2d Cir. 1983). As set forth in Section I above, the Transaction is the product of a robust, competitive auction and represents the highest and best offer for the Deidentified Data. Section 363 does not require a purchaser to catalog the businesses that may use acquired assets, and the Buyer's intended use, that is, to improve its products and services has already been disclosed. See Section III.E above. To the extent any future use of the data implicates any applicable antitrust laws, those laws, and the agencies charged with enforcing them, apply independently of the Sale Order. A chapter 11 sale order is not the appropriate vehicle for speculative, prophylactic use restrictions on the purchaser of historical business records.

76. Moreover, the authorities that Mr. Eames-Cepero invokes are clearly distinguishable from this Transaction. By his own account, the *ITA* consent judgment resolved allegations without trial or admission, expired in 2016, and concerned a continuing service

supplied to competing travel intermediaries rather than a sale of an airline's historical records. Eames-Cepero Stmt. ¶ 7. *RealPage* and *Rossi* involve allegations that competitors' current, granular, nonpublic data was pooled through a common pricing tool, whereas, as Mr. Eames-Cepero himself concedes, "[t]his sale involves one carrier's records, not an established exchange among competing airlines." Id. ¶¶ 8–10. He likewise acknowledges that Google's own description of Google Flights "does not suggest Google sets an airline's fares." Id. ¶ 5. The Deidentified Data consists of the historical records of a carrier that has already ceased operations, no longer sets fares, and competes with no one. A one-time transfer of Deidentified Data from a carrier in wind-down is not an exchange of information among competitors.

CONCLUSION

77. For the foregoing reasons, the Debtors respectfully request that the Court (i) overrule the remaining Objections, (ii) decline to impose the relief requested in the Amicus Submissions, and (iii) approve the sale of Deidentified Data to Google on the terms set forth in the proposed Revised Sale Order, including the scope exclusions, employee and consumer protections, independent pre-transfer certification and verification, onward-transfer restrictions, and union and third-party confidentiality protections described herein. The Transaction preserves the highest and best value for the estates while addressing the legitimate privacy, employment, and counterparty concerns raised in these chapter 11 cases.

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Dated: New York, New York
November 13, 2026

DAVIS POLK & WARDWELL LLP

By: */s/ Darren S. Klein*

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Darren S. Klein
Christopher S. Robertson

Counsel to the Debtors and Debtors in Possession

Exhibit A
Privacy Notice

Spirit Airlines Employee and Staff Privacy Notice

Scope and Overview

This Privacy Notice describes how Spirit Airlines (collectively, "**Spirit**", "**we**", "**our**" or "**us**") collects, uses, shares, and protects personal information. This Privacy Notice also tells you about your rights and choices with respect to your personal information, and how you can reach us to get answers to your questions.

This Privacy Notice applies to all current and former Team Members, workers, contractors and any other individuals who are working for Spirit but are not directly employed (collectively, "**Team Member(s)**" or "**you**").

If you have any questions or need to access this Privacy Notice in an alternative format, please contact the HR Care Center at HR@Spirit.com.

1. Personal Information We Collect

To carry out our activities and obligations as an employer, we collect, store, and process different types of personal information, some of which we require to administer the employment or other working relationship with you. For the purposes of this Privacy Notice, "personal information" means any information about an identified or identifiable natural person regardless of whether it is held in paper, electronic or any other format.

The following provides examples of the categories of personal information we may collect and how we process such information.

Context	Types of Data	Primary Purpose for Collection and Use of Data
Identification Information	Name, date of birth, employee identification number, government-issued identification number (e.g., driver's license number, state identification card, passport, national identification number, Native American tribal document, birth certificate, social security number, etc.), residency and work permit status, and other similar documents used to verify work eligibility.	We process this type of information for our business purposes, including general human resources administration and to comply with legal obligations, such as employment eligibility verification laws.
Contact Information	Home address, telephone number(s), e-mail address(es), beneficiary and emergency contact details, and other similar contact information.	We process this type of information to fulfil our obligations to you, including managing our employment or working relationship with you (e.g., communicating with you). We also process this type of information for our business purposes, such as to assist you in the case of an emergency, including maintenance of contact details for you, and

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		your dependents or emergency contacts in the case of a personal or business emergency.
Payroll and Taxes	Rate of pay, salary, bonus, bank account details, tax status and withholding information (i.e., marital status, dependents, etc.), social security number or other taxpayer/government identification number, date of birth, gender and other information necessary to administer payroll and taxes.	We process this type of information to fulfil our obligations to you, including administering payroll and benefits, making expense reimbursements and other compensation-related payments, and tax reporting.
Benefits Related Information	Spouse, beneficiary, and dependents information, retirement account information, paid and unpaid leaves of absence, date of birth, gender and other information necessary to administer benefits.	We process this type of information to fulfil our obligations to you, including administering and maintaining benefits, such as medical, dental, optical, additional wellness programs, 401(k) and/or retirement plans and additional fringe benefit programs, including recording and processing eligibility of dependents, absence and leave monitoring, and insurance.
Health Related Information	Information about job-related medical conditions that impact your ability to perform your job with or without a reasonable accommodation, and health and sickness related information related to reasons for time away from work.	We process this type of information for our business purposes where permissible and in accordance with applicable law, including ascertaining your fitness to perform your job duties with or without a reasonable accommodation, managing absences from work, and complying with legal obligations related to health and safety.
Demographic Data	Please note, under federal and some local laws, we are required to collect and report certain demographic workforce data to federal, state and or local government agencies for civil rights enforcement purposes. **Your submission of this information is voluntary.** This includes date of birth and gender as well as more sensitive personal information including information relating to racial and ethnic origin, religious, political or philosophical beliefs, and trade union membership. We may also ask you to voluntarily self-identify whether you belong to additional protected classes (disability status, sexual orientation, veteran status, etc.), to promote diversity, equity, inclusion, and belonging within the company.	We process this type of information for a variety of reasons, and this will vary in the different jurisdictions in which we operate. In some jurisdictions, we are required to collect and report certain demographic workforce data to federal, state and or local government agencies. We also process this type of information for our business purposes where permissible and in accordance with applicable law, including promoting diversity, equity, inclusion, and belonging within the company.
Recruitment	Educational and professional background information, such as academic and professional	We process this type of information for our business purposes, including determining eligibility for hiring, verifying references and

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	qualifications, education, CV/Resume, reference letters, interview notes, and criminal records data (utilized for background check and vetting purposes where permissible and in accordance with applicable law).	qualifications, and making business decisions about your recruitment or employment. We also process this type of information to fulfil our obligations under your employment contract, offer letter, or other commitments we've made to you, including general human resources administration and business management.
Terms of Employment	Employment details, such as your job titles/position, office location, letters of offer and acceptance of employment, and/or employment agreements or other working arrangements, hire/re-hire date, termination date, performance history, disciplinary information, professional memberships, and business travel arrangements, leave of absence, sick time, and vacation/holiday records.	We process this type of information to fulfil our obligations under your employment contract, offer letter, or other commitments we've made to you, including managing our employment or working relationship with you, conducting performance reviews, managing and determining performance requirements, making decisions about salary reviews and compensation, assessing qualifications for a particular job or task, including decisions about promotions, making decisions about your continued employment or engagement. We also process this type of information for our business purposes, including general business management and operations, accounting, and auditing.
Qualifications and Training	We collect information from individuals concerning the training that they receive from us, or from third parties. Where applicable, we also collect information related to licensing and certifications.	We process this type of information for our business purposes, including establishing training and/or development requirements, understanding and recording qualifications of the individuals that work with us, and in some cases complying with any statutory, regulatory, or contractual obligation regarding the training or qualification of certain staff.
Investigations	Details of any workplace investigations.	We process this type of information for our business purposes, including ensuring a safe working environment, investigating all information related to potential violations of workplace policies, procedures, protocols, concerns, and/or complaints.
IT and Communications Information	Information about your use of our information technology (IT) and communications systems. For more information about what we monitor and why, please refer to the Team Member Handbook Voicemail/Email/Internet Policy.	We process this type of information for our business purposes where permissible and in accordance with applicable law, including managing network and IT systems security, monitoring the use of our IT and communication systems, ensuring compliance with our internal policies and procedures, protecting confidential information, intellectual property, and other

		business interests, and investigating unlawful or improper acts.
Video, Voice and Images	Audio visual information, such as photographs, video images like closed-circuit television ("CCTV"), call monitoring records, and voicemails.	We process this type of information for our business purposes where permissible and in accordance with applicable law, including compiling and maintaining internal directories (such as directories of employees and staff), securing our facilities and equipment, and protecting our property.

2. How We Collect Your Personal Information

Most often, we collect personal information from you directly, including through the application and recruitment process as well as in the course of your employment or working relationship with us.

In some cases, we also collect personal information about you from third parties, such as employment agencies, former employers, and personal and professional references, or public sources. For example, before and during the course of your employment or working relationship with us, we may collect information from public social media sources, such as your LinkedIn profile, for recruitment purposes. We may also conduct lawful background screenings, to the extent permitted by law, through a third-party vendor for information about your past education, employment, and criminal history. Before we conduct a background check, we will provide you with acknowledgement and authorization forms. Additionally, if there is an investigation of an employee matter, we may obtain information relevant to the incident from external sources including private parties and/or law enforcement.

We will also collect additional personal information in the course of job-related activities. This may include monitoring communications and use of Spirit's IT equipment and systems, or from other Team Members or supervisors. For more information about what Spirit monitors and why, please refer to the Team Member Handbook Voicemail/Email/Internet Policy.

3. How We Process Your Personal Information

We process your personal information where applicable law permits or requires it, including where the processing is necessary for the performance of our employment contract with you, where the processing is necessary to comply with a legal obligation that applies to us as your employer, for our business purposes or the business purposes of third parties, to protect your vital interests, or with your consent if applicable law requires consent.

In addition to the purposes and uses described elsewhere in this Privacy Notice, we may process your personal information for the following business purposes and for the purposes of performing the employment contract with you:

- To manage your employment or other working relationship with us, including payroll and benefits administration, business management and planning, processing employee work-related claims (for example, insurance and worker's compensation claims); accounting

and auditing, conducting performance reviews and determining performance requirements, and assessing qualifications for a particular job or task.

- To comply with applicable legal and regulatory obligations, including those related to labor and employment, health and safety, tax, and anti-discrimination laws.
- To ensure a safe working environment, including investigating potential misconduct.
- To protect health and safety in the workplace.

We may also process your personal information for our own business purposes, including for the following purposes:

- To detect and protect against malicious, deceptive, fraudulent, or illegal activity, violations of our policies, or other types of wrongdoing.
- To enforce, exercise, or defend legal claims, and enforce disciplinary actions or termination.
- To ensure network and information security, including preventing unauthorized access to our computer and electronic communications systems and preventing malicious software distribution. This may include monitoring communications and use of Spirit's IT equipment and systems where permitted by, and in accordance with, applicable law. For more information about what Spirit monitors and why, please refer to the Team Member Handbook Voicemail/Email/Internet Policy.
- To conduct data analytics analyses to review and better understand employee retention and attrition rates.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.
- For other lawful purposes which may be reasonable to plan, organize, and carry out administrative tasks required for day-to-day operations.

4. How We Share Your Personal Information

In addition to the specific situations discussed elsewhere in this Privacy Notice, we share your personal information in the following situations, where permitted or required by applicable law:

- **Affiliates:** We share your information with our subsidiaries and affiliates in the course of our normal business operations.
- **Business Transactions:** We may share your information with a potential buyer (and its agents and advisors) in connection with any proposed merger, acquisition, or any form of sale or transfer of some or all of our assets (including in the event of a reorganization, dissolution, or liquidation), in which case, personal information held by us about you will be among the assets transferred to the buyer or acquirer.

- **Spirit's Team Members:** Other individuals within the company may have access to your information. For instance, all Team Members can access phone and electronic directories. Depending upon the type of processing and its purposes, your personal information may be shared with Team Members within the Human Resources, Finance or IT Department, Team Members in charge of the security of our facilities, your supervisor, and your supervisor's supervisor.
- **Service Providers:** We share your information with our contractors, vendors, and other service providers that assist us with administering the employment or working relationship with you and/or provide services to us or on our behalf. For example, service providers may include, but are not limited to, payroll processors, benefits administration providers, data storage or hosting providers, marketing/events agencies, and recruitment agencies.
- **Other Third Parties:** We may share certain information with third parties who provide professional services (such as attorneys, auditors, accountants, and management consultants), professional bodies, and regulatory authorities in the normal course of business.
- **Legal or Regulatory Requests and Investigations:** We may disclose your information to third parties under the following circumstances (i) to comply with relevant laws or regulations, to respond to a court order, administrative or judicial process, such as a subpoena, warrant, court order, or government audit; (ii) in response to lawful requests by public authorities (such as national security or law enforcement); and (iii) as necessary to establish, exercise or defend against potential, threatened or actual litigation (such as adverse parties in litigation). We may also need to share your information with tax authorities, courts, regulators, the police, and other governmental authorities where we are required or permitted to do so by law.
- **Protection of the Company or Others:** We may share your information where necessary to protect the company, including to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.
- **Disclosures with Your Consent:** We may ask to share your information with other unaffiliated third parties who are not described elsewhere in this Privacy Notice. For example, we may share your information with third parties to whom you or your representatives authorize us to disclose personal information in connection with products or services we or they provide to you.

5. How Long We Retain Your Personal Information

Except as otherwise permitted or required by applicable law or regulation, we endeavour to retain your personal information only for as long as necessary to fulfil the purposes for which it was collected, as required to satisfy any legal, accounting, or reporting obligations, or as necessary to resolve disputes. To determine the appropriate retention period for personal information, we consider applicable legal requirements, the amount, nature, and sensitivity of

the personal information, the potential risk of harm from unauthorized use or disclosure of your personal information, and the purposes for which we process your personal information.

Generally, this means we will keep your personal information until the end of your employment or other working relationship with us, plus a reasonable period of time thereafter (typically a maximum of 7 years) where necessary to respond to any employment inquiries; to any legal, tax, accounting or administrative matters; or to provide you with ongoing benefits. We may retain your personal information for longer than 7 years (i) if law authorizes, expressly or explicitly, a longer period or prescribes a shorter period; and (ii) if at the end of such 7 year period, the processing of the personal information would still be required for the purpose of legal proceedings or would still be required by applicable law.

6. How We Protect Your Personal Information

We maintain reasonable physical, technical, and procedural safeguards that are appropriate to the sensitivity of the personal information in question. These safeguards are designed to help protect your personal information against loss, unauthorized access or disclosure, modification, or destruction. While we use reasonable efforts to protect your personal information, we cannot guarantee the security of your personal information. In the event that we are required by law to inform you of any privacy or security event relating to your personal information we may notify you electronically, in writing, or by telephone, if permitted to do so by law.

7. Your Choices

Some jurisdictions give you a right to make the following choices regarding your personal information:

- Request access to and obtain a copy of the personal information we have about you, including information about how we process your personal information;
- Request correction (or rectification) of any inaccurate or incomplete personal information we have about you;
- Request erasure (or deletion) of your personal information, subject to certain limitations and exceptions;
- Restrict or object to the processing of your personal information under certain circumstances; and
- In certain circumstances, you may object to our use or disclosure of your personal information by contacting us using the methods described below.

Please note, not all these rights are absolute, and they do not apply in all circumstances. In some cases, we may limit or deny your requests to access, modify, or delete your information. This may occur because the law permits or requires us to do so.

If you want to exercise any of the above rights, please visit our online portal or contact Human Resources at HR@spirit.com. We do not discriminate against individuals that exercise state-

conferred rights. Please note that in order to fulfil your request, we may need you to provide certain personal information to verify your identity. We may verify your identity in person, by phone call, or via email. Depending on your request, we will ask for information such as your name, your employee ID, or the name of your direct supervisor. We may also ask you to provide a signed and declaration confirming your identity.

If you are a California resident, you may designate an authorized agent to submit a request on your behalf to access, correct, or delete your personal information. To do so, you must (1) provide that authorized agent written, signed, and notarized permission to submit such request, and (2) verify your own identity directly with us.

If you are submitting a request on behalf of another person, please submit a valid power of attorney and complete the affidavit made available on our online portal. Please note, we may deny a request from an authorized agent that does not submit proof that they have been authorized to submit such request.

8. Changes to this Privacy Notice

We may update or change this Privacy Notice from time to time. You can see when this Privacy Notice was last updated by referring to the date at the end of this Privacy Notice. To the extent we make material changes, the Privacy Notice that was in place at the time you submitted personal information to us will generally govern that information.

9. Contact Information

If you have any questions about this Privacy Notice, would like additional information, or make a request to exercise any of your rights, please contact HR at: HR@Spirit.com, or submit a request to the HR Care Center.

10. Additional Information for California Residents

California law requires us to disclose the following additional information related to our privacy practices. If you are a California resident, this section applies to you in addition to the rest of this Privacy Notice.

Below are the categories of Personal Information we collect:

California law requires organizations to disclose whether certain categories of personal information are collected, “sold,” or disclosed for an organization’s “business purpose” (as those terms are defined under California law). We do not use third party cookies or similar tracking technologies that collect data over time and across different websites for purposes of targeted advertising with our staff. The following describes the categories of personal information we collect and to whom we disclose such information for business purposes. We do not “sell” or “share” personal information about Team Members (as such terms are defined under California law).

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Categories of Personal Information	Disclosures for a Business Purposes
Identifiers, such as real name, alias, postal address, unique personal identifier, online identifier, email address, account name, or other similar identifiers.	• Affiliates or subsidiaries • Business partners • Government entities (as may be needed to comply with law or prevent illegal activity) • Internet service providers • Operating systems and platforms • Other Service Providers
Other identifying information, such as physical characteristics or description, date of birth and signature.	• Affiliates or subsidiaries • Business partners • Government entities (as may be needed to comply with law or prevent illegal activity) • Other Service Providers
Financial information, such as banking details, tax information, payroll information, and withholdings.	• Affiliates or subsidiaries • Business partners • Government entities (as may be needed to comply with law or prevent illegal activity) • Other Service Providers
Health and safety information, such as health conditions (if relevant to your employment), job restrictions, workplace illness and injury information, and health insurance policy information.	• Affiliates or subsidiaries • Government entities (as may be needed to comply with law or prevent illegal activity) • Other Service Providers
Characteristics of protected classifications under California or federal law, such as age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status to the extent disclosed by the staff member.	• Affiliates or subsidiaries • Government entities (as may be needed to comply with law or prevent illegal activity) • Other Service Providers
Internet or other electronic network activity information, such as your search history, browsing history, login information, and IP addresses on company information systems and networks.	• Affiliates or subsidiaries • Government entities (as may be needed to comply with law or prevent illegal activity) • Internet service providers • Operating systems and platforms

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	• Other Service Providers
Sensory information, such as audio, electronic, visual, thermal, olfactory, or similar information. This may include call monitoring and video surveillance and in some cases COVID-19 or other public health related temperature checks.	• Affiliates or subsidiaries • Government entities (as may be needed to comply with law or prevent illegal activity) • Other Service Providers
Professional or employment-related information, such as work history, academic and professional qualifications, educational records, references, interview notes, job title, position, hire dates, compensation, performance and disciplinary records, and vacation and sick leave records.	• Affiliates or subsidiaries • Business partners • Government entities (as may be needed to comply with law or prevent illegal activity) • Other Service Providers
Inferences drawn from any of the information listed above, such as profile or summary about a staff member's preferences, characteristics, attitudes, intelligence, abilities, and aptitudes.	• Affiliates or subsidiaries • Government entities (as may be needed to comply with law or prevent illegal activity) • Business partners • Other Service Providers

California Sensitive Information Disclosure. Some of the personal information we collect as described above is considered “sensitive personal information” under California law. We collect the following categories of sensitive personal information (as defined under California law): Social security, driver’s license, state identification card, or passport number; racial or ethnic origin, or union membership; financial account information (for direct deposit and reimbursements); contents of an employees’ work mail, email, and text messages; information concerning health; and information concerning sexual orientation. This information is collected in order to administer your relationship with us, including fulfilling any obligation that we have to provide you with compensation and/or benefits; determine eligibility for employment; conduct background checks (where permitted by applicable law); comply with applicable laws and regulations; create, maintain, and secure online employee accounts; manage and monitor employee access to Company facilities, equipment, and systems; investigate and enforce compliance with and potential breaches of the Company’s internal policies and procedures; and exercise or defend the legal rights of the Company and its employees and affiliates, customers, contractors, and agents. Note that we do not use such information for any purposes that are not identified within the California Privacy Rights Act Section 1798.121. We do not “sell” or “share” sensitive personal information for purposes of cross-context behavioural advertising.