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.	(Jointly Administered)

NOTICE OF WITHDRAWAL OF THE LIMITED OBJECTION AND SUPPLEMENTAL LIMITED OBJECTION OF THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO TO THE PROPOSED SALE OF THE DEIDENTIFIED DATA

PLEASE TAKE NOTICE that the Association of Flight Attendants-CWA, AFL-CIO ("AFA"), the certified collective bargaining representative of the flight attendants employed by Spirit Airlines, LLC, hereby withdraws its Limited Objection [ECF No. 1489] and its Supplemental Limited Objection [ECF No. 1656] (together, the "Objections") to the proposed sale of the Deidentified Data to Google, LLC (the "Successful Bidder").

PLEASE TAKE FURTHER NOTICE that AFA withdraws the Objections on the basis of the further revised proposed sale order (the "Revised Sale Order") and the further revised sale agreement (the "Revised Sale Agreement") that the Debtors filed on November 17, 2026 [ECF No. 1827], and the ancillary agreements that the Debtors filed on November 9, 2026 [ECF No. 1802]. The withdrawal is effective upon entry of the Revised Sale Order substantially in the form filed at ECF No. 1827, with such modifications as do not adversely affect AFA or the flight attendants it represents. If the Revised Sale Order is not entered in such form, the Objections are not withdrawn. Capitalized terms not defined in this notice have the meanings given to them in the Revised Sale Order.

PLEASE TAKE FURTHER NOTICE that, among other things, the Revised Sale Order provides that:

(a) Excluded Employee Data, as defined in the Revised Sale Agreement, and information that is confidential under a Collective Bargaining Agreement are not part of the Deidentified Data and are not sold to the Successful Bidder, and the Deidentification Agent, Tonic AI, Inc., must remove Excluded Employee Data from the In-Scope Data before the Deidentified Data is delivered to the Successful Bidder (Revised Sale Order ¶ 11);

(b) no later than 15 days after entry of the Revised Sale Order, each Union Party, including AFA, may propose Union Search Terms to identify information that is confidential under its Collective Bargaining Agreement, and any Union Search Terms that remain in dispute after the Union Search Terms Deadline may be submitted to the Court (*id.* ¶¶ 23–25);

(c) the Deidentification Agent must produce a quantitative statistical assessment of the probability of reidentification of consumers or employees of the Debtors under ISO/IEC 27559, measured against the thresholds fixed under the Data Treatment Procedures, and may not deliver its certification until an independent Verification Agent has completed its review of that assessment (*id.* ¶ 9);

(d) the Successful Bidder must treat the data it receives from the Deidentification Agent as confidential and maintain it in a secure environment, may not intentionally or knowingly reidentify or attempt to reidentify any Deidentified Data, including to profile employees of the Debtors, and must contractually obligate any transferees of the Deidentified Data to comply with the Revised Sale Agreement and the Revised Sale Order, and those transferees, and any further transferees, are bound by the Revised Sale Order to the same extent as the Successful Bidder (*id.* ¶ 8);

(e) if Excluded Union Data is not removed from the data delivered to the Successful Bidder, the Successful Bidder must use reasonable efforts to prevent its public disclosure and to delete it, and a Union Party may seek further relief from the Court, including on an emergency basis (*id.* ¶¶ 12, 13, 18);

(f) no later than five business days after the Debtors receive the exclusion manifest from the Deidentification Agent, the Debtors must provide each Union Party, without any request, the portion of the exclusion manifest that applies to it (*id.* ¶ 27);

(g) the Data Treatment Procedures may not be amended, modified, supplemented or waived in a manner that adversely impacts the rights of the Union Parties without further order of the Court (*id.* ¶ 6); and

(h) if the Debtors accept the Alternate Bid, the Alternate Bidder is bound by the protections the Revised Sale Order affords to each Union Party (*id.* ¶ 37).

PLEASE TAKE FURTHER NOTICE that, in light of this withdrawal, AFA does not intend to present evidence or to cross-examine witnesses at the hearing on the sale scheduled for November 17, 2026 at 11:00 a.m. (prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that AFA reserves all of its rights under the Revised Sale Order, the Revised Sale Agreement and the ancillary agreements, including the right to enforce them, to propose Union Search Terms and to pursue any Union Search Term Dispute, and to object to any modification of the Revised Sale Order or the transaction documents that adversely affects AFA or the flight attendants it represents. AFA also reserves all rights under its collective bargaining agreement, the Railway Labor Act, the Bankruptcy Code and applicable law.

Dated: November 17, 2026
New York, New York

Respectfully submitted,

/s/ Charles M. Rubio

Charles M. Rubio
PARKINS & RUBIO LLP
100 Park Avenue, Suite 1600
New York, NY 10017
Email: crubio@parkinsrubio.com
Phone: 713-715-1660

Counsel to the Association of Flight Attendants-CWA, AFL-CIO