

Edward J. George, Esq.  
Dinsmore & Shohl LLP  
707 Virginia Street, East  
Suite 1300  
Charleston, WV 25301  
Telephone: 304-357-0900

John M. Spires, Esq.  
Dinsmore & Shohl LLP  
100 West Main Street, Suite 900  
Lexington, Kentucky 40507  
Telephone: (859) 425-1000  
Facsimile: (859) 425-1099  
john.spires@dinsmore.com

**Hearing Date & Time: September  
1, 2020, 10:00 a.m. (prevailing  
Eastern Time)**

**Objection Deadline: August 25,  
2020, 10:00 a.m. (prevailing  
Eastern Time)**

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

In re:	)	Chapter 11
	)	
AVIANCA HOLDINGS S.A., <i>et al.</i> , <sup>1</sup>	)	Case No. 20-11133 (MG)
	)	
Debtors.	)	Jointly Administered
	)	
AVIANCA HOLDINGS S.A., <i>et al.</i> ,	)	
	)	
Plaintiffs.	)	
	)	
v.	)	Adv. Proc. 20-01194-mg
	)	
G4S FACILITY MANAGEMENT CIA. LTDA.)	)	
And G4S SECURE SOLUTIONS	)	
INTERNATIONAL INC.,	)	
	)	
Defendants.	)	

**MOTION TO DISMISS**

<sup>1</sup> The Debtors in these cases, and each Debtor's federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int'l Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.



## TABLE CONTENTS AND AUTHORITIES

	Page
<b>STATEMENT PURSUANT TO FED. R. BANKR. P. 7012(b)</b> .....	3
<b>INTRODUCTION</b> .....	3
<b>FACTUAL BACKGROUND</b> .....	4
11 U.S.C. 362 .....	6
<b>ARGUMENT</b> .....	7
<b>I. Standard of Review</b> .....	7
<i>Harris v. Mills</i> , 572 F.3d 66, 71-72 (2d Cir. 2009) (quoting <i>Ashcroft v. Iqbal</i> , 556 U.S. 662, 678-79 (2009)).....	7
<i>Ashcroft v. Iqbal</i> , 556 U.S. 662, 678-79 (2009).....	7,8
Fed. R. Civ. P. 12(b)(6).....	7
<i>Angiulo v. County of Westchester</i> , 2012 U.S. Dist. LEXIS 153656, at *10 n.4 (S.D.N.Y. 2012).....	8
<i>Doe v. E. Irondequoit Cent. Sch. Dist.</i> , 2018 U.S. Dist. LEXIS 76798, at *26-*27 (W.D.N.Y. May 7, 2018).....	8
<i>Joint Stock Co. Channel One Russ. Worldwide v. Infomir LLC</i> , 2017 U.S. Dist. LEXIS 22548, at *17-*18 (S.D.N.Y. Feb. 15, 2017).....	8
<b>II. G4S International Should Be Dismissed Because There Is No     Allegation of Wrongdoing Against It</b> .....	8
11 U.S.C. 362 .....	9
3 <i>Collier on Bankruptcy</i> P 362.03.....	9
<i>Joint Stock Co. Channel One Russ. Worldwide v. Infomir LLC</i> , 2017 U.S. Dist. LEXIS 22548, at *17-*18 (S.D.N.Y. Feb. 15, 2017).....	9

**III. G4S International’s Indirect Ownership of G4S Ecuador Is Insufficient to  
State a Claim Against G4S Ecuador.....9**

*N.Y. State Elec. & Gas Corp. v. FirstEnergy Corp.*, 766 F.3d 212, 224  
(2d Cir. 2014).....10

*Wm. Passalacqua Builders v. Resnick Developers S.*, 933 F.2d 131, 137  
(2d 1991).....10

Comes Defendant G4S Secure Solutions International Inc. (“G4S International”), by and through counsel, and hereby files its Motion to Dismiss (the “Motion”) for failure to state a claim pursuant to Fed. R. Bankr. P. 7012 and Fed. R. Civ. P. 12(b)(6). In further support of this Motion, G4S International avers as follows:

**STATEMENT PURSUANT TO FED. R. BANKR. P. 7012(b)**

G4S International states that it consents to the entry of final orders or judgments by the Bankruptcy Court.

**INTRODUCTION**

G4S International moves to dismiss this proceeding as against it because no factual allegations are made against it, and in fact, G4S International should not have been made a party to this proceeding. This action concerns the Debtors’ claims that G4S International and G4S Facility Management CIA. LTDA (“G4S Ecuador”), an indirect subsidiary of G4S International, have violated the automatic stay through attempts to collect a pre-petition debt owed by Avianca-Ecuador S.A. (“Avianca Ecuador”) to G4S Ecuador. There is no allegation that G4S International took part in these efforts, as the Debtors effectively conceded in a hearing on their Motion for Temporary Restraining Order in this case. Instead, the Debtors misleadingly “lump” the defendants together by referring to them collectively as “G4S.” Courts within this Circuit have previously held that this practice of “lumping” defendants together to avoid dismissal is insufficient to withstand a motion under Rule 12(b)(6). Indeed, during the same hearing on the Debtors’ Motion for Temporary Restraining Order, the Court declined to issue the Debtors’ requested TRO because the Debtors had “not sufficiently pled a cause of action.” As G4S International did not commit the acts complained of in this action, it should be dismissed.

It is apparent that the Debtors' only reason for including G4S International as a defendant is because it is an indirect parent of G4S Ecuador, a party which has no contact with the United States and as to which the Debtors cannot obtain personal jurisdiction. Thus, the Debtors misleadingly allege that G4S International and G4S Ecuador are "part of a multinational security and management services company." (Complaint, at ¶ 11). But despite alleging that G4S International controls G4S Ecuador, Debtors allege no actual *facts* that support that conclusion. The Complaint is equally devoid of any factual allegations that G4S International directed G4S Ecuador to violate the automatic stay or that it is the alter ego of G4S Ecuador, such that it may be held liable for G4S Ecuador's alleged misconduct. Again, as Debtors have admitted, they are not even attempting to pierce G4S International's corporate veil and have made no allegation that G4S International counseled G4S Ecuador to violate the automatic stay.

Despite being an indirect owner of G4S Ecuador, G4S International is a distinct entity. The Debtors have not alleged that G4S International committed the acts alleged in this action itself. They have not alleged that G4S International encouraged those acts. And they have not alleged any basis to disregard the corporate form such that G4S International can be held liable for the conduct of G4S Ecuador. Permitting Debtors to persist in this suit would set a dangerous precedent whereby any corporate parent of a foreign subsidiary could be sued in federal bankruptcy court to answer for its foreign subsidiaries located anywhere in the world. This is not, and should not be, the law. G4S International should be dismissed as a party to this action.

### **FACTUAL BACKGROUND**

This action concerns the Debtors' claims that "G4S" (as G4S International and G4S Ecuador are collectively referred to in the Complaint) violated the automatic stay by attempting to collect a pre-petition debt. Specifically, the Debtors allege that after the petition in this case was filed, "G4S"

attempted to collect amounts related to pre-petition services due under a Facility Agreement (as defined in the Complaint). The Debtors allege that this action was in violation of the automatic stay imposed by 11 U.S.C. § 362.

The Debtors' telling of the facts, however, omits the crucial detail that G4S International did not engage in any of the conduct alleged in the Complaint. The Debtors do not allege that G4S International took any of the actions that are purportedly in violation of the stay, or even that G4S International is owed a debt by Avianca Ecuador. Instead, the Debtors refer to G4S International and G4S Ecuador throughout the Complaint collectively as "G4S," and assert that G4S International "indirectly owns and controls" G4S Ecuador. (Complaint, at ¶ 11). But those are the entirety of the allegations in the Complaint against G4S International. Debtors do not allege that G4S International violated the automatic stay, or that it directed or compelled G4S Ecuador to take any action in violation of the stay. Despite vaguely asserting that G4S International and G4S Ecuador "are part of a multinational security and management services company," (*id.*), the Debtors also fail to allege that G4S International and G4S Ecuador share common management, property, bank accounts, or any other facts upon which a claim for piercing the corporate veil could be stated.<sup>2</sup> As far as G4S International can tell, it is mentioned only twice in the Complaint – once in Paragraph 11 cited above and once in Paragraph 1, where it is referenced only to be identified as a defendant.

As if the Complaint were not clear enough, the Debtors have even made clear through their arguments before the Court in this litigation that their allegations do not support the assertion of claims against G4S International. At a hearing on the Debtors' Motion for Temporary Restraining Order and Preliminary Injunction held on July 17, 2020, the Debtors' counsel admitted that they had

---

<sup>2</sup> In support of its Response to the Debtors' Motion for Temporary Restraining Order and Preliminary Injunction, G4S International provided evidence of its corporate separateness from G4S Ecuador. [DE 4]. Because the focus of this Motion is the inadequacy of the allegations in Debtors' complaint, G4S International does not expressly rely on that evidence in this Motion.

no support for the position that G4S International directed the conduct of G4S Ecuador that allegedly violated the automatic stay. (Transcript of July 17, 2020 Hearing (“Transcript”), attached as Exh. A, at 16). Further, counsel for Debtors stated that, not only had the Debtors failed to allege any facts that would support vicarious liability of G4S International for the acts of G4S Ecuador, the Debtors were not even making that argument. (*Id.*, at 9 (“We’re not at all trying to pierce the corporate veil here.”)). It is therefore not surprising that the Court found, at least at the TRO hearing, that “on the present complaint, [Debtors have] not sufficiently pled a cause of action [against G4S International].” (*Id.*, at 29). The Debtors have not amended their Complaint since it was filed, and it remains as deficient as it was a month ago. This case should be dismissed as against G4S International.

## **ARGUMENT**

### **I. Standard of Review**

Federal Rule of Civil Procedure 12(b)(6) permits a court to dismiss a complaint for failure to state a claim upon which relief can be granted. Although a Court deciding such a motion must take a complaint’s factual allegations as true and draw all reasonable inferences in the plaintiff’s favor, “that ‘tenet’ is inapplicable to legal conclusions.” *Harris v. Mills*, 572 F.3d 66, 71-72 (2d Cir. 2009) (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 678-79 (2009)). “Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.” *Iqbal*, 556 U.S. at 678. “[O]nly a complaint that states a plausible claim for relief survives a motion to dismiss,” and “where the well-pleaded facts do not permit the court to infer more than the mere possibility of misconduct, the complaint has alleged—but it has not ‘shown’—‘that the pleader is entitled to relief.’” *Id.* at 679 (citing Fed. R. Civ. P. 8(a)(2)).

Importantly, a facially plausible claim is a requirement that must be met independent of any information gleaned from discovery. *See Angiulo v. County of Westchester*, 2012 U.S. Dist. LEXIS 153656, at \*10 n.4 (S.D.N.Y. 2012) (“[A]s *Iqbal* makes clear, a plausible claim must come *before* discovery, not the other way around.”) (emphasis in original); *Iqbal*, 556 U.S. at 678-79 (holding that Rule 8 “does not unlock the doors of discovery for a plaintiff armed with nothing more than conclusions.”). This precedent makes clear that the allegations in a complaint have meaning and prevent plaintiffs from engaging in “fishing expeditions” by filing bare-bones allegations that can then be back-filled through discovery.

Finally, “in order to state plausible claims where a plaintiff is suing multiple defendants, the complaint must sufficiently explain what each defendant allegedly did.” *Doe v. E. Irondequoit Cent. Sch. Dist.*, 2018 U.S. Dist. LEXIS 76798, at \*26-\*27 (W.D.N.Y. May 7, 2018).

At a minimum, the complaint must give each defendant fair notice of what the plaintiff's claim is and the grounds upon which it rests. Nothing in Rule 8 prohibits collectively referring to multiple defendants where the complaint alerts defendants that identical claims are asserted against each defendant. The standard cannot, however, be satisfied by lumping all the defendants together in each claim and providing no factual basis to distinguish their conduct. *A laundry list of potentially actionable conduct, without specification of any particular activities by any particular defendant, cannot withstand a motion to dismiss.*

*Joint Stock Co. Channel One Russ. Worldwide v. Infomir LLC*, 2017 U.S. Dist. LEXIS 22548, at \*17-\*18 (S.D.N.Y. Feb. 15, 2017) (emphasis added).

Based on these principles, the allegations in the Complaint as asserted against G4S International fail to state a plausible claim and should be dismissed.

## **II. G4S International Should Be Dismissed Because There Is No Allegation of Wrongdoing Against It.**

The Debtors have not stated a claim that G4S International is in violation of the automatic stay imposed by 11 U.S.C. § 362 because they have failed to allege that G4S International has taken



any acts in violation of that section. As detailed in Section 362(a)(1)-(8), the automatic stay prevents nearly any type of collection activity of a pre-petition debt against a debtor in bankruptcy. 3 *Collier on Bankruptcy* P 362.03. But it should go without saying that an entity like G4S International that takes no action to collect on a debt cannot be held liable for violation of the automatic stay.

Here, the Debtors fail to assert any facts showing that G4S International took any action in violation of the automatic stay. The Complaint is devoid of any mention of specific conduct by G4S International that purportedly violated the automatic stay. The Complaint only even mentions G4S International twice, and in fact, in the context of deciding the Debtors' Motion for Preliminary Injunction, the Court has already stated that the Complaint failed to state a claim against G4S International. Whatever misconduct is alleged in the Complaint, it does not involve G4S International.

Apparently aware that G4S International played no role in the conduct asserted in the Complaint, the Debtors resort to referring to G4S International and G4S Ecuador as "G4S" collectively. This sleight of hand is ineffective. As previously stated, a complaint that simply "lumps" defendants together without any specification of their individual conduct fails to state a claim. *See Infomir*, 2017 U.S. Dist. LEXIS 22548 at \*17-\*18. The Debtors cannot manufacture a claim against G4S International by referencing it with another defendant collectively in a pleading. The Debtors have not pled a factually plausible claim against G4S International, and the Complaint must therefore be dismissed against it.

### **III. G4S International's Indirect Ownership of G4S Ecuador Is Insufficient to State a Claim Against G4S Ecuador.**

Having failed to articulate a plausible claim against G4S International directly, the Debtors seek to impose liability upon G4S International through its role as an indirect owner and parent of G4S Ecuador. While the Debtors disclaim any intent to pierce G4S Ecuador's corporate veil, that is,

in essence, what they seek to do by suing G4S International based solely on its controlling interest in G4S Ecuador's parent company. Because the Debtors have not remotely alleged any facts that would suffice to pierce G4S Ecuador's corporate veil, the Court should reject the Debtors' efforts to hold G4S International liable for the alleged conduct of its indirect subsidiary.

"It is fundamental that a parent is considered a legally separate entity from its subsidiary, and cannot be held liable for the subsidiary's actions based solely on its ownership of a controlling interest in the subsidiary." *N.Y. State Elec. & Gas Corp. v. FirstEnergy Corp.*, 766 F.3d 212, 224 (2d Cir. 2014).<sup>3</sup> A subsidiary's corporate veil can only be pierced to attack the parent where "(1) the parent corporation dominates the subsidiary in such a way as to make it a 'mere instrumentality' of the parent; (2) the parent company exploits its control to 'commit fraud or other wrong;' and (3) the plaintiff suffers an unjust loss or injury as a result of the fraud or wrong." *Id.*

In weighing whether a subsidiary is a mere instrumentality of a parent, a court must consider the following factors: (1) the absence of the formalities and paraphernalia that are part and parcel of the corporate existence, i.e., issuance of stock, election of directors, keeping of corporate records and the like; (2) inadequate capitalization; (3) whether funds are put in and taken out of the corporation for personal rather than corporate purposes; (4) overlap in ownership, officers, directors, and personnel; (5) common office space, address and telephone numbers of corporate entities; (6) the amount of business discretion displayed by the allegedly dominated corporation; (7) whether the related corporations deal with the dominated corporation at arm's length; (8) whether the corporations are treated as independent profit centers; (9) the payment or guarantee of debts of the

---

<sup>3</sup> While *FirstEnergy* was decided under New York, the veil-piercing law of New York and Florida, where G4S International is located, are virtually identical. *Wm. Passalacqua Builders v. Resnick Developers S.*, 933 F.2d 131, 137 (2d 1991).

dominated corporation by other corporations in the group; and (10) whether the corporation in question had property that was used by other of the corporations as if it were its own. *Id.*

In response to the Debtors' Motion for Temporary Restraining Order and Preliminary Injunction, G4S International submitted evidence that all of these factors point to a finding that G4S Ecuador and G4S International are maintained as separate entities such that it is inappropriate to treat them as a single unit, as the Debtors wish. While that evidence remains in the record, it suffices for the purposes of this Motion to simply state that the Debtors have not alleged any conduct that, if proven, would permit G4S International to be held liable for the actions of G4S Ecuador. Indeed, as stated above, the Debtors appear to have disclaimed any reliance on any such theory. The Debtors' statement that G4S International and G4S Ecuador operate collectively, even if it were true, is legally ineffective to state a claim against G4S International.

### **CONCLUSION**

For the foregoing reasons, G4S International asks that the Court dismiss this case.

Respectfully submitted,

/s/ Edward J. George

Edward J. George, Esq.  
Dinsmore & Shohl LLP  
707 Virginia Street, East  
Suite 1300  
Charleston, WV 25301  
(Resident also in New York City)  
Telephone: 304-357-0900  
Email: edward.george@dinsmore.com

-and-

/s/ John M. Spires

John M. Spires, Esq. (*admitted PHV*)  
DINSMORE & SHOHL LLP  
100 West Main Street, Suite 900  
Lexington, Kentucky 40507  
Telephone: (859) 425-1000  
Facsimile: (859) 425-1099

Email: john.spire@dinmore.com  
**COUNSEL FOR DEFENDANTS**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing was served this the 17<sup>th</sup> day of August, 2020, electronically in accordance with the method established under this Court's CM/ECF Administrative Procedures upon all parties in the electronic filing system in this case.

/s/ John M. Spire  
*Counsel for Defendants*

**In Re:**

*AVIANCA HOLDINGS S.A., et al. v.  
G4S FACILITY MANAGEMENT CIA LTDA, et al.*

---

*July 17, 2020*

---

*eScribers, LLC*

*(973) 406-2250*

*operations@escribers.net*

*www.escribers.net*

*To purchase copies of this transcript, please contact us by phone or email*



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

- - - - -x

In the Matters of:

AVIANCA HOLDINGS S.A., et al.,                      Lead Case No.  
Debtors.    20-11133-mg

- - - - -x

AVIANCA HOLDINGS S.A., et al.,  
Plaintiffs,    Adv. Proc. No.  
v.    20-01194-mg

G4S FACILITY MANAGEMENT CIA LTDA And  
G4S SECURE SOLUTIONS INTERNATIONAL INC.  
Defendants.

- - - - -x

United States Bankruptcy Court  
One Bowling Green  
New York, New York

July 17, 2020  
2:03 PM

B E F O R E:  
HON. MARTIN GLENN  
U.S. BANKRUPTCY JUDGE

1

2 Adversary proceeding: 20-01194-mg Avianca Holdings S.A., et  
3 al. v. G4S Facility Management CIA. LTDA and G4S Secure S

4

5 Telephone Hearing Using CourtSolutions RE: Debtors' Motion for  
6 Temporary Restraining Order and Preliminary Injunction. (Doc.  
7 nos. 2, 3, 4)

8

9

10

11

12

13

14

15

16

17

18

19

20 Transcribed by: Penina Wolicki

21 eScribers, LLC

22 352 Seventh Avenue, Suite #604

23 New York, NY 10001

24 (973)406-2250

25 operations@escribers.net

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

A P P E A R A N C E S: (TELEPHONIC)

MILBANK LLP

Attorneys for Debtors - Plaintiffs

55 Hudson Yards

New York, NY 10001

BY: PARKER MILENDER, ESQ.

ALAN J. STONE, ESQ.

MORRISON & FOERSTER LLP

Attorneys for Official Creditors' Committee

250 West 55th Street

New York, NY 10019

BY: TODD M. GOREN, ESQ.

BENJAMIN BUTTERFIELD, ESQ.

RUTI SMITHLINE, ESQ.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

DINSMORE & SHOHL LLP

Attorneys for G4S Secure Solutions International Inc.  
100 West Main Street  
Suite 900  
Lexington, KY 40507

BY: ELLEN A. KENNEDY, ESQ.  
JOHN M. SPIRES, ESQ.

DINSMORE & SHOHL LLP

Attorneys for G4S Secure Solutions International Inc.  
707 Virginia Street East  
Suite 1300  
Charleston, WV 25301

BY: EDWARD J. GEORGE, ESQ.

AVIANCA HOLDINGS S.A., ET AL.

5

1 P R O C E E D I N G S

2 THE COURT: All right, this is Judge Glenn. We're  
3 here in Avianca Holdings, 20-11133 and with respect to the  
4 adversary proceeding, Avianca v. G4 (sic) Secured International  
5 and G4S -- it's adversary proceeding number 20-1194.

6 I've had some feedback on the line. I hope the audio  
7 is okay with the hearing today. The hearing was set on an  
8 order to show cause. It's the plaintiff Avianca's application  
9 for temporary restraining order. Who's going to argue for  
10 Avianca?

11 MR. STONE: Yes, Your Honor. Alan Stone, Milbank LLP,  
12 here on behalf of the debtors.

13 THE COURT: All right, go ahead, Mr. Stone.

14 MR. STONE: Thank you, Your Honor. And thank you for  
15 making the time to hear us this afternoon. We're here today,  
16 as Your Honor noted, seeking injunctive relief to stop what we  
17 believe are repeated violations of the automatic stay.

18 Your Honor, G4S is a multinational company  
19 headquartered in the UK with extensive operations in the United  
20 States and around the world. Avianca has a number of contracts  
21 with them in different countries -- or had, at least. And one  
22 of those contracts was with their Ecuadorian subsidiary, which  
23 I'll just refer to as G4S Ecuador. And that particular  
24 contract was for cleaning and maintenance services, although I  
25 understand that they provide a number of other services related

1 to the airline industry and outside the airline industry.

2 There is a pre-petition debt of around 140,000 dollars  
3 owed to G4S Ecuador, and G4S Ecuador has made a repeated -- has  
4 made repeated attempts to collect those pre-petition amounts.

5 For our part, on behalf of the debtors, we have  
6 consistently reminded them of the automatic stay in this case  
7 and have had discussions not just with the folks at G4S Ecuador  
8 but also with their regional general counsel in Brazil.

9 After not hearing from them for a little while,  
10 Avianca was summoned to a mediation in Ecuador, and at that  
11 mediation G4S Ecuador made it clear that they are going to sue  
12 Avianca in the Ecuadorian courts and that as a part of that,  
13 they're going to seek pre-judgment attachment of Avianca's bank  
14 accounts in Ecuador. And this, of course, comes at a  
15 particularly sensitive time for Avianca, which is gearing up to  
16 restart operations in Ecuador.

17 Your Honor, G4S Ecuador is indirectly controlled by  
18 the other defendant in this case, G4S Secure Solutions  
19 International, Inc., which is a company incorporated in Florida  
20 and located in Jupiter, Florida. And I will just refer to it  
21 as "International", for short.

22 Now, International owns ninety-nine percent of an  
23 intermediate subsidiary in Ecuador, which in turn owns ninety-  
24 nine percent of G4S Ecuador. So there's no doubt here -- and  
25 in the response of International I didn't see any denial --

1 that they -- that they control, indirectly, G4S Ecuador.

2 Your Honor, I don't think that the violation of the  
3 automatic stay could be any clearer, but I'm going to start  
4 where we should always start with respect to temporary  
5 restraining orders, and that's with the concept of irreparable  
6 harm.

7 As I'm sure Your Honor knows, a violation of the  
8 automatic stay is per se irreparable harm. But I don't have to  
9 go very far in explaining also that litigation against a debtor  
10 and, indeed, freezing of accounts or the threatened freezing of  
11 accounts, will undoubtedly cause irreparable to Avianca,  
12 particularly at a time when we're in the midst of this pandemic  
13 crisis where they haven't had great sources of income for a  
14 number of months and are on the cusp of restarting their  
15 operations in Ecuador.

16 Your Honor, we don't have -- turning to the merits, we  
17 don't have any attempt, really, to refute the violation of the  
18 automatic stay. International, for their part, don't deal with  
19 the merits, and G4S Ecuador has not seen fit to file a response  
20 or show up today on the hearing.

21 So the short --

22 THE COURT: Let me ask you, Mr. Stone -- Mr. Stone,  
23 let me ask you --

24 MR. STONE: I'm sorry?

25 THE COURT: I wanted to ask you a couple of questions

1 now, and then I'll let you go on.

2 MR. STONE: Sure.

3 THE COURT: Have you taken steps to serve the summons  
4 and complaint on G4S Ecuador under Rule 4(f) of the Rules of  
5 Civil Procedure?

6 The order to show cause I directed that you serve the  
7 papers for today so they would have notice of it by email. But  
8 that doesn't substitute for service of process of the summons  
9 and complaint. Have you taken any steps to serve them?

10 MR. STONE: No. Other than sending the emails, which  
11 really was the only thing that we had time for now -- we have  
12 sent emails to their regional general counsel and to the  
13 businesspersons at G4S Ecuador who were responsible for the  
14 account. But as far as formal service of process, I believe we  
15 would have to go through the Hague Convention, and we have not  
16 initiated that process, Your Honor.

17 THE COURT: All right, go ahead with your argument.

18 MR. STONE: I'm sorry, Your Honor?

19 THE COURT: Go ahead with your argument.

20 MR. STONE: Oh, yes, yes.

21 So the short response that we received yesterday from  
22 International, is that we have nothing to do with G4S Ecuador,  
23 and we did nothing wrong. That, in sum and substance, is what  
24 their response says. And they try to characterize what's  
25 happening here as piercing the corporate veil.

1 Now, Your Honor, I think that they are looking at it  
2 from the wrong perspective. We're not at all trying to pierce  
3 the corporate veil here. We're not disregarding the corporate  
4 forum. In fact, we're honoring the corporate forum.

5 The classic piercing, as I'm sure Your Honor's  
6 familiar with, would involve trying to get at the asset of the  
7 parent as a result of liabilities of the subsidiaries. Here,  
8 what we're really trying to do is cause Your Honor to give us  
9 an order that directs a party over whom this Court has  
10 jurisdiction to exercise the corporate power they have to  
11 prevent a violation of the stay.

12 THE COURT: May I ask you this --

13 MR. STONE: And it's as --

14 THE COURT: -- you -- let me ask you a couple of  
15 questions, because you named two defendants in the adversary  
16 proceeding. What is the cause of action that you're seeking to  
17 assert against International, the U.S.-based entity?

18 MR. STONE: Well, the cause of action against them is  
19 that they're violating the automatic stay by permitting their  
20 subsidiary --

21 THE COURT: How is the parent -- I mean, there is a  
22 very strong doctrine in the U.S. of corporate separateness.  
23 And I didn't read anything -- any cases that argue, in the  
24 brief you filed in support, that would enable a court to order  
25 an indirect parent to order its -- to exercise authority to

1 order an indirect subsidiary to take certain action. That's  
2 what you're seeking, correct?

3 MR. STONE: That is correct, Your Honor. And we think  
4 that the Court clearly has that power under Section 105 of the  
5 Bankruptcy Code.

6 THE COURT: Well, do you have --

7 MR. STONE: I think that --

8 THE COURT: -- any case -- Mr. Stone --

9 MR. STONE: Well --

10 THE COURT: People try to stretch -- let me finish my  
11 statement.

12 MR. STONE: Sure.

13 THE COURT: People try to stretch Section 105 to do a  
14 lot of things, but I've never heard anybody try and stretch it  
15 to do what you're telling me now you want me to do.

16 So do you have any cases to argue that would support  
17 the Court relying on Section 105 to order an indirect parent to  
18 exercise -- if it has such power -- to exercise control over  
19 the subsidiary so that -- the opposition that's been filed by  
20 International is corporate separateness, separate board,  
21 separate management, we've not directed them to do anything.

22 I'm certainly open to consider it, but I'd like some  
23 authority to be able to do it, and I haven't seen any authority  
24 in your papers at all.

25 Go ahead with your argument.

1 MR. STONE: Sure. So to answer your question, Your  
2 Honor, the -- certainly there are myriad cases out there that  
3 would suggest that Section 105 can be used by a court to  
4 protect the assets of the estate.

5 There is a case right in International's backyard, the  
6 Middle District of Florida, called In re Lykes Brothers  
7 Steamship Company. That's at 191 B.R. 935.

8 THE COURT: I have a copy of that decision in front of  
9 me.

10 MR. STONE: And in that -- yeah. And in that case,  
11 the debtor was concerned about several creditors who were  
12 transferring claims to jurisdictions that they knew would not  
13 honor an order from the U.S. courts. And while noting the  
14 power of court under Section 105 to protect the assets of the  
15 estate, the court ordered that each entity subject to this  
16 order shall cause its employees and all persons controlled by  
17 it to comply with the automatic stay. So --

18 THE COURT: I have -- show me -- I have a copy of the  
19 Lykes opinion in front of me. Can you point me to the language  
20 in that opinion -- and I certainly -- Judge Paskay was a rather  
21 renowned figure on the bankruptcy bench. But could you point  
22 me to the language in the opinion that you believe is authority  
23 for me to order an indirect parent to direct its indirect  
24 subsidiary to take the action you would like?

25 MR. STONE: Sure. It's in the order itself. And this



1 is near the bottom of the opinion, in the paragraphs that begin  
2 "Ordered and adjudged". It's about the -- one, two, third one  
3 up from the bottom. It says, "Ordered, adjudged, and decreed  
4 that each entity subject to this order shall cause its  
5 employees and agents and all persons controlled by it to comply  
6 with the provisions of this order with respect to any claim  
7 against the debtor."

8 THE COURT: Let me -- I'm having trouble finding that.  
9 Hang on. Tell me again which -- I have the opinion open. And  
10 there are eight ordered paragraphs. So start from the first  
11 ordered paragraph and tell me how to go.

12 MR. STONE: Okay. There's -- okay, there's first one  
13 that has numbered 1 and 2, and then there's another "ordered  
14 adjudged and decreed", that's one, two, three -- I'm sorry.  
15 It's after the ones that are numbered 1 and 2.

16 THE COURT: Let me get to it in--

17 MR. STONE: There's one --

18 THE COURT: Are you reading from the opinion at 207  
19 B.R. 282?

20 MR. STONE: No, at 191 B.R. 935.

21 THE COURT: All right, I've got a different -- there's  
22 another Lykes opinion by Judge Paskay. It's at 207 B.R. 282.  
23 So read me -- I don't have that one there in front of me. So  
24 read me what it says?

25 MR. STONE: Again, so it says, "Ordered, adjudged, and

1 decreed that each entity subject to this order shall cause its  
2 employees and agents and all persons controlled by it to comply  
3 with the provisions of this order with respect to any claim  
4 against the debtor."

5 THE COURT: But as I understand it, Judge Paskay,  
6 without having determined whether -- before he determined  
7 whether he had personal jurisdiction over each of the  
8 defendants, he went ahead and entered a TRO and ordered them to  
9 take the action that he ordered. Am I correct that he hadn't  
10 yet determined whether he, in fact, had personal jurisdiction  
11 over each of the defendants?

12 MR. STONE: That is correct, Your Honor. He said it  
13 was based on the in rem jurisdiction of this court over the  
14 properties of the debtor.

15 THE COURT: And so that's an area where I respectfully  
16 disagree with Judge Paskay. I think the law in the Second  
17 Circuit is established that while the automatic stay has broad  
18 in rem extraterritorial effect, in order for a court to enforce  
19 the automatic stay against particular parties, it has to have  
20 in personam jurisdiction. Do you agree with that?

21 MR. STONE: Well, in order to enforce --

22 THE COURT: I'd like an answer to my -- I'd like an  
23 answer to my question, and then I'll let you put whatever --

24 MR. STONE: Yes.

25 THE COURT: -- gloss you have on it.

1 MR. STONE: Yes, I agree with that. Generally  
2 speaking, you have to have personal jurisdiction over parties  
3 to enforce the automatic stay, even though it does have  
4 extraterritorial effect.

5 THE COURT: Sure. And do you believe that I have  
6 personal -- assuming that service of process is made on G4S  
7 Ecuador, that the Southern District Bankruptcy Court can  
8 exercise personal jurisdiction over G4 (sic) Ecuador?

9 MR. STONE: Well, I do believe that, Your Honor, based  
10 on the fact that they operate as a group with International and  
11 with a number of other subsidiaries. And so --

12 THE COURT: Do you have --

13 MR. STONE: -- that would be my basis --

14 THE COURT: -- authority --

15 MR. STONE: -- for person --

16 THE COURT: Okay. Because that's not in your brief.  
17 You haven't addressed the issue of personal jurisdiction over  
18 G4S Ecuador.

19 Do you have any authority that would support your  
20 statement that if they operate as a group -- and I'm not sure  
21 what that -- what you intend that to mean -- but that bald  
22 statement that you made, do you have authority that the Court  
23 could exercise personal jurisdiction over G4S Ecuador, based on  
24 your statement that they operate as a group? And again, that's  
25 not a legal term that I'm familiar with.

1 I've certainly addressed issues of piercing the  
2 corporate veil or other theories for vicarious ability. But  
3 I've never heard this quite the way you did. So if you have  
4 some cases for that, I'm very interested in knowing what  
5 specific cases?

6 MR. STONE: Yeah, I don't off the top of my head, Your  
7 Honor. I'm sorry. And it's not an issue that I addressed in  
8 my papers.

9 THE COURT: Even the language you read me from Judge  
10 Paskay's order, I don't understand it to be clearly stating  
11 that I could order an indirect parent to exercise a corporate  
12 hold over an indirect subsidiary to force them to do what it is  
13 you want them.

14 It's certainly possible that if the facts developed  
15 that International was the one that directed the particular  
16 action by Ecuador, that you would be entitled to relief. But  
17 you've not shown that.

18 And certainly the opposition that's been filed by  
19 International refutes that, and they've actually filed a  
20 declaration in support of their position -- their factual  
21 position.

22 MR. STONE: Well, to the extent that that is the  
23 issue, Your Honor, that would be an issue for another day, as  
24 today really should be about irreparable harm, at the TRO  
25 stage.

1 THE COURT: You have more than irreparable harm. You  
2 have to show the likelihood of success. Do you agree that in  
3 order to get a TRO, you have to show a likelihood of success on  
4 the merits; isn't that correct?

5 MR. STONE: I have to show a colorable claim of  
6 likelihood of success on the merits, at the TRO stage, yes.

7 THE COURT: I think it's got to be more than a  
8 colorable claim. But why have you shown a colorable claim that  
9 the indirect parent directed the action of its indirect  
10 subsidiary to violate the automatic stay and to collect the  
11 debt? What facts have you shown to establish that?

12 MR. STONE: Well, I have not established that, Your  
13 Honor, but I'm not certain that that is the standard. My  
14 argument is that you have jurisdiction over International --

15 THE COURT: Why isn't the argument -- excuse me.  
16 Excuse me. But in order to issue a TRO I need evidentiary  
17 support of the likelihood of success -- you've made allegations  
18 which may or may not be well-founded. International has come  
19 forward with a declaration to refute the allegation that's been  
20 made; but the allegation was made without factual support, at  
21 this point.

22 And what I'm asking now, do you have evidence to offer  
23 that International directed the conduct of Ecuador in violating  
24 the automatic stay.

25 MR. STONE: I do not, Your Honor.

1 THE COURT: Okay. So let me back up again. Let me  
2 ask some more questions.

3 What do you believe is the -- let me stop there.  
4 Would you first agree with me that the Court would not have  
5 general personal jurisdiction over G4S Ecuador -- that  
6 jurisdiction exists -- if personal jurisdiction exists, it  
7 would have to be based on specific jurisdiction; do you agree  
8 with that?

9 MR. STONE: I agree with that.

10 THE COURT: All right. So tell me what you believe  
11 the factual predicate for specific jurisdiction would be over  
12 G4S Ecuador? It's not in the complaint, so but I'm -- I think  
13 that where personal jurisdiction is disputed, which it is here,  
14 the Court could -- there are various things that the Court is  
15 able to do -- I did look through the face of the complaint, and  
16 I have, and there's nothing there that I think would satisfy  
17 it.

18 I could look to declarations, affidavits, and I  
19 haven't seen that. If there were a good-faith basis for  
20 alleging specific jurisdiction over the foreign defendant, and  
21 if the facts were disputed, I could order expedited discovery,  
22 and if necessary, have an evidentiary hearing on the issue of  
23 personal jurisdiction.

24 But where we are, at this point -- and I'll give you a  
25 chance to point out where I'm wrong about this -- is we have a

1 complaint that on its face, with its attachments -- I will --  
2 now I'm not making factual findings -- that you show that G4S  
3 Ecuador has violated the automatic stay to collect pre-petition  
4 debts. It's in my view, unquestionable, the automatic stay has  
5 extraterritorial effect, at least on an in rem basis.

6 And the question about enforcement comes up, and  
7 you've got to show personal jurisdiction, find specific  
8 jurisdiction, show a connection between the conduct of  
9 defendant G4S Ecuador and the assertion of jurisdiction in this  
10 district. And so what are those facts?

11 MR. STONE: I don't have any facts to support that,  
12 Your Honor. So, again, my -- that's the simple answer to your  
13 question, Your Honor.

14 THE COURT: Okay. So I guess I have this question. I  
15 mean, this seems to be a dispute between two Ecuador entities,  
16 one a debtor -- Chapter 11 debtor, and the other G4S Ecuador.  
17 You've not alleged that it does business outside of Ecuador; is  
18 that correct?

19 MR. STONE: I don't know to what extent it does  
20 business outside of Ecuador, so I have not alleged that.

21 THE COURT: Okay. In your view, what is the  
22 jurisdictional connection of G4S Ecuador's actions and the  
23 United States?

24 MR. STONE: In my view, the fact that their parent  
25 operates in the United States, has availed itself of doing

1 business in the United States, and can prevent the violation of  
2 the automatic stay, should be enough for this Court to step in  
3 and stop those violations.

4 And the fact that G4S doesn't operate alone, and we  
5 know that because when we asked to speak to their lawyers, we  
6 were given their in-house counsel in Brazil, and we know, based  
7 on their corporate structure, that they act as a group for the  
8 Americas --

9 THE COURT: What does that mean?

10 MR. STONE: Well, what that means is that they're  
11 not -- they're not out there acting alone, and that, in fact,  
12 are controlled by the U.S. entity.

13 THE COURT: I don't know what that means, Mr. Stone.  
14 They're words I hear a lot, but in the context of corporate  
15 governance, I'm not sure -- that doesn't have specific meaning  
16 to me. It's jargon that I hear.

17 MR. STONE: All right. Well, Your Honor, in terms of  
18 corporate governance, I can only say as someone who practiced  
19 exclusively in Delaware for the first twenty years of my  
20 career, that it is not at all unusual for courts in Delaware,  
21 which by the way, Florida law follows -- for a court to issue  
22 injunctions that attach not only to the defendant before them  
23 but to all of their affiliates, parents, subsidiaries, et  
24 cetera.

25 If you enjoin someone from a particular transaction



1 and they can turn around and have a subsidiary accomplish the  
2 same thing, what good is the injunction?

3 And so I --

4 THE COURT: So why didn't you brief that in your --  
5 Mr. Stone, if that's your view of what the law is, you should  
6 have included it in your brief. You've not given me any  
7 authority for why -- you've assert -- you have two defendants  
8 in the complaint. And you've asserted a cause of action  
9 against G4S Ecuador. But I don't read -- you didn't even use  
10 piercing the corporate veil. The defendant came forward in  
11 its -- International came forward in its response to talk about  
12 piercing the corporate veil.

13 But you've -- I understand what you want to do. You  
14 know you probably can't get personal jurisdiction over Ecuador.  
15 And so you're trying to leverage what you believe is -- yes, in  
16 the U.S. you can get jurisdiction over International. If you  
17 assert -- if you assert a cause of action against them, you can  
18 get personal jurisdiction over them.

19 But what you've not done so far, at least, is  
20 demonstrated to me that International controlled, directed, all  
21 of those things that are required in piercing the corporate  
22 veil. I am quite familiar with Delaware law with respect to  
23 piercing the corporate veil. It is very similar to New York  
24 law. You say it's similar to Florida law.

25 I've actually written on this subject as well. And

1 you've not made out any of the things that you would be  
2 required to show in order -- at this stage, in my view, to show  
3 a likelihood of success of piercing the corporate veil or some  
4 other theory of vicarious liability, for why International  
5 should be held responsible for conduct that violates the  
6 automatic stay.

7 Now, it may be that you'll be able to do that, at some  
8 point. What I have at this point is the TRO application. But  
9 I have to be able to make a finding relating to likelihood of  
10 success on the merits, with respect to G4S Ecuador, in order  
11 for me to enjoin them. I need to find that I have personal  
12 jurisdiction over them. And so far, I've seen nothing to  
13 suggest that I would have personal jurisdiction over them.

14 But let me -- is there anything else you want to say  
15 before I turn to somebody for G4S International?

16 MR. STONE: There is -- there are a couple -- sure,  
17 just a couple --

18 THE COURT: Go ahead.

19 MR. STONE: -- things, Your Honor. One is -- one is  
20 that we are at the TRO stage, and that if the Court finds that  
21 the -- my briefing or not anticipating the arguments of the  
22 other side were inadequate, we certainly would like the  
23 opportunity to provide some more authority.

24 But the second thing is just as a practical matter,  
25 this has, we think, broad ramifications, because there are, in

1 the airline industry in particular, several of these vendors  
2 and other creditors who operate internationally, and they'll  
3 certainly be watching this.

4 And to the extent that these people have extent of  
5 operations or even control parties in the United States, and we  
6 have no way to stop violations by their subsidiaries in other  
7 countries, I think that that's going to have pretty serious  
8 ramifications for us in terms of having to deal with litigation  
9 and other disruptions as a result of persons in jurisdictions  
10 where they don't necessarily -- they're not members of UNCITRAL  
11 and don't necessarily honor Chapter 11 orders.

12 THE COURT: Well, I'm very mindful of that, Mr. Stone.  
13 And let me make clear -- and I haven't ruled yet, I wanted to  
14 hear from the other side -- there's no question that from the  
15 standpoint of U.S. law that the automatic stay extends  
16 extraterritorially on an in rem basis. This is not the first  
17 case I've had where this issue of whether or not a foreign  
18 court -- a defendant will just thumb its nose at it and ignore  
19 the automatic stay, and what, if anything, the U.S. Court can  
20 do about it -- what they can do.

21 So if the defendant -- and this is -- where this has  
22 come up before has been -- I've seen it with sort of a branch  
23 in New York, well lo and behold, there's a (audio interference)  
24 to the automatic stay, but if a separate corporation with  
25 operations in the U.S. -- I mean, it may not be the most -- the

1 remedy may have to be you need to go into Ecuador and seek  
2 recognition and comity to an order of this court.

3 As part of your first-day motions, I certainly entered  
4 an order, as I've done in other international cases, basically,  
5 that effectively tells the world, yes, there is an automatic  
6 stay. Okay? You've got that.

7 And it may not be your chosen path, but it may be that  
8 you need to go into a court in Ecuador, if you want relief  
9 against the Ecuador entity that does no business in the United  
10 States, and that this Court could not get personal jurisdiction  
11 over, that if you're going to enforce it, you're going to have  
12 to -- when I say "the order" -- and you've got an order from me  
13 to that effect -- you're going to have to go into the foreign  
14 court.

15 So if you can provide me -- which you haven't -- with  
16 authority for what you're asking me to do, I'd certainly  
17 consider it, but you haven't done that so far.

18 But go ahead, if you want to make some last points  
19 before I turn to International's counsel.

20 MR. STONE: That's all I have for now, Your Honor.

21 THE COURT: Okay. All right, who's going to argue for  
22 International?

23 MR. SPIRES: Your Honor, this is John Spires for  
24 International. I would like it to be me. I do have one  
25 procedural issue I need to raise on the front end. I had filed

1 a motion for pro hac vice. It's in the main case.

2 I believe it is -- if I can pull up the docket  
3 entry -- docket entry --

4 THE COURT: Mr. Spires?

5 MR. SPIRES: -- 56 --

6 THE COURT: Mr. Spires?

7 MR. SPIRES: Yes?

8 THE COURT: Mr. Spires, please go ahead and argue, and  
9 don't worry about it. It's --

10 MR. SPIRES: Okay. Thank you, Your Honor.

11 THE COURT: This comes up regularly. I'm always very  
12 happy -- you filed your application, and even if you hadn't  
13 filed it yet, this is a TRO hearing, and -- so but go ahead.  
14 I'm happy to hear from you.

15 MR. SPIRES: I greatly appreciate it. Thank you for  
16 your time this afternoon, and thank you for letting me in on  
17 short notice.

18 It appears from your colloquy with Mr. Stone that you  
19 have read our response very well and you understood the  
20 arguments very well. But just to reiterate, my client, G4S is  
21 not a creditor. It's not a creditor of Avianca. In Ecuador,  
22 the Ecuador entity is not a creditor, I believe, of any debtor  
23 in this case. It has not taken any actions to violate the  
24 automatic stay. And I don't think from his argument that Mr.  
25 Stone contests that.

1           What the debtors have done is file a motion which the  
2 Court seemed to recognize, just referring to G4S Ecuador and  
3 G4S International as G4S collectively. It is our position that  
4 that is not enough to just name them collectively to impute the  
5 conduct of a down-the-line subsidiary to -- onto a United  
6 States parent.

7           As stated in our response, G4S has no relationship  
8 with Avianca Ecuador or other debtors, is not a party to this  
9 facility agreement that has caused this issue to come up. And  
10 as I've just said, it's not a creditor of Avianca Ecuador. It  
11 really is not a party-in-interest in this case. And I expect  
12 that but for the fact that it's an up-the-line parent of G4S  
13 Ecuador, it probably would not have been sued in this action.

14           The debtors seem to take the position that G4S is all  
15 one company. It's very clear that the Court has read our  
16 response and read the affidavit and seen the facts there. But  
17 just to make that clear, the debtors are -- sorry, not the  
18 debtors -- the G4S Ecuador and G4S have separate management,  
19 separate managers, separate boards of directors. They don't  
20 play a role in each other's business decisions or day-to-day  
21 decisions.

22           The companies make their own legal decisions. They  
23 have separate assets, separate office space, separate bank  
24 accounts. And G4S doesn't draw funds from G4S Ecuador.

25           THE COURT: May I ask you a question?

1 MR. SPIRES: Sure.

2 THE COURT: Would it make a difference if discovery  
3 showed there were emails from International to Ecuador telling  
4 Ecuador to go ahead and collect the debt, don't worry about the  
5 automatic stay; would that make a difference?

6 MR. SPIRES: I think there was a little interference  
7 over the line. I heard the question --

8 THE COURT: Yeah.

9 MR. SPIRES: -- as would it make a difference --

10 THE COURT: Let me ask it again. Mr. Spires --

11 MR. SPIRES: Okay.

12 THE COURT: -- let me ask it again. And I apologize.

13 Would it make a difference if discovery showed email  
14 or telephone communications between officers of International  
15 and G4S Ecuador, encouraging or directing them to go ahead and  
16 collect the debt?

17 MR. SPIRES: I'm not sure that it would. For one, I  
18 doubt those emails exist, Your Honor. But I think what might  
19 make a difference is if -- if G4S International said I order  
20 you to start collecting on that debt, please go collect it; and  
21 the Ecuadorian entity complied. I think that would show  
22 control.

23 I think just saying we'd like you to collect on the  
24 debt, as to which G4S Ecuador could just say now, I don't think  
25 that does demonstrate control.

1 THE COURT: I have to tell you, I'm not making any  
2 determine -- that's less clear to me. I mean, if facts  
3 developed that there were communications between International  
4 and Ecuador directing or encouraging them to take steps to  
5 collect the debt, that could well shift what the outcome would  
6 be.

7 Let me sort of cut to the chase here. At this stage,  
8 meaning today, I'm going to -- I'm not going to issue a TRO. I  
9 think that Avianca is going to have to go ahead -- look, in  
10 order for me to issue a TRO, I believe I have to have personal  
11 jurisdiction over the defendants against whom I would issue the  
12 order.

13 Personal jurisdiction requires both service of the  
14 summons and complaint and either general or specific  
15 jurisdiction. So Mr. Stone's acknowledged that service hasn't  
16 been made. But we're here really right at the outset.

17 So if Avianca wants to go forward and serve the  
18 summons and complaint -- I guess it'll have to do it --  
19 assuming that Ecuador is a party to the Hague Convention or  
20 Inter-American Convention, they'll have to go ahead and serve.  
21 Obviously serving International is easy; it's the cost of a  
22 postage stamp.

23 I would permit discovery to go forward, expedited  
24 discovery. And I have to say, for example, if Ecuador went  
25 ahead and actually filed its lawsuit in Ecuador and attached



1 bank accounts, it's a very-high risk strategy on their part.  
2 No TRO that prevents them from doing it, but the potential  
3 consequences could very severe, if it subsequently turned out  
4 that the Court does have in personam jurisdiction, and if it  
5 subsequently turned out that International encouraged,  
6 directed, basically got them to go ahead and take the action.  
7 It could well be -- if they succeed in attaching the accounts,  
8 the sanctions that could ultimately be imposed on  
9 International, could be much more severe than just the amount  
10 that was attached.

11 So it's a high-risk strategy. You may be totally safe  
12 in doing it, but it may turn out -- I'm not -- I'll decide the  
13 case based on the facts and the law. But I'm sure you're a  
14 good enough lawyer and you'll explain to your client, they  
15 better be right, because the consequences, if an action is  
16 brought in violation of the stay in Ecuador, and if accounts  
17 are attached, and Avianca's ability to resume flight operations  
18 in Ecuador are harmed by it, the consequences could be very  
19 severe.

20 So the fact that I don't issue a TRO does not take the  
21 risk away from your clients. But you know, they'll decide what  
22 they're going to do.

23 In any event, for today, I'm declining to enter a TRO.  
24 With respect to G4S Ecuador, there's been no (audio  
25 interference) that either on (audio interference) and no

1 factual support that this Court would have personal  
2 jurisdiction over G4S Ecuador. It's essentially a dispute  
3 between two entities in Ecuador, Avianca Ecuador and G4S  
4 Ecuador.

5 Either the choice-of-law provision -- I suspect it  
6 isn't U.S. law, but -- and I don't know what language the  
7 contract is in, but we'll leave that for another day, if  
8 necessary.

9 So I'm declining to issue a TRO as against G4S  
10 Ecuador.

11 With respect to International, the other defendant, I  
12 believe that Avianca has failed to show a likelihood of  
13 success. It has not -- yes, it can get personal jurisdiction  
14 over G4S International, but it doesn't plead -- on the present  
15 complaint, it has not sufficiently pled a cause of action.

16 To the extent it's asserting liability based on  
17 piercing the corporate veil or other vicarious liability,  
18 that's not set forth in the complaint.

19 The complaint remains on file. It ought to go ahead  
20 and be served. If Avianca wants to take expedited discovery,  
21 if the defendants won't agree to that, I'll enter an order  
22 accordingly. And if Avianca wants to come back and can show  
23 that based on the facts of the complaint there's a legal basis  
24 for a TRO against International, I'll consider it. But that's  
25 where we are today.

1 So we're going to go from (audio interference).

2 I'm surprised that, Mr. Spires, given the amount in  
3 controversy, that G4S International or Ecuador wants to put  
4 this on the line instead of taking (audio interference)  
5 collects. But it'll do what it wants to do.

6 All right, so for today, the result is the Court  
7 (audio interference) application for a temporary restraining  
8 order against G4S Ecuador and against G4S International -- I'm  
9 short-handing the name of International -- that's the result  
10 for today.

11 Anything else that you want to raise?

12 MR. STONE: No, Your Honor. Thank you.

13 MR. SPIRES: And not for G4S, Your Honor. Thank you.

14 THE COURT: All right, we're adjourned. Thank you  
15 very much.

16 IN UNISON: Thank you.

17 (Whereupon these proceedings were concluded at 2:53 PM)

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I N D E X

RULINGS:

PAGE LINE

Debtors' motion for TRO is denied.

27 8

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T I O N

I, Penina Wolicki, certify that the foregoing transcript is a true and accurate record of the proceedings.

*Penina Wolicki*

---

Penina Wolicki (CET-569)  
AAERT Certified Electronic Transcriber  
eScribers  
352 Seventh Ave., Suite #604  
New York, NY 10001

Date: July 19, 2020

<b>A</b>	<b>ahead (16)</b> 5:13;8:17,19; 10:25;13:8;21:18; 23:18;24:8,13;26:4; 15:27:9,20,25;28:6; 29:19	<b>assets (3)</b> 11:4,14;25:23	<b>23:4;28:6</b>	<b>15:4,5;23:4</b>
	<b>ability (2)</b> 15:2;28:17	<b>assuming (2)</b> 14:6;27:19	<b>basis (5)</b> 14:13;17:19;18:5; 22:16;29:23	<b>cause (12)</b> 5:8;7:11;8:6;9:8; 16,18;11:16;12:4; 13:1;20:8,17;29:15
<b>able (4)</b> 10:23;17:15;21:7, 9	<b>airline (3)</b> 6:1,1;22:1	<b>attach (1)</b> 19:22	<b>begin (1)</b> 12:1	<b>caused (1)</b> 25:9
<b>accomplish (1)</b> 20:1	<b>Alan (1)</b> 5:11	<b>attached (3)</b> 27:25;28:10,17	<b>behalf (2)</b> 5:12;6:5	<b>certain (2)</b> 10:1;16:13
<b>accordingly (1)</b> 29:22	<b>allegation (2)</b> 16:19,20	<b>attaching (1)</b> 28:7	<b>behold (1)</b> 22:23	<b>certainly (10)</b> 10:22;11:2,20; 15:1,14,18;21:22; 22:3;23:3,16
<b>account (1)</b> 8:14	<b>allegations (1)</b> 16:17	<b>attachments (1)</b> 18:1	<b>bench (1)</b> 11:21	<b>cetera (1)</b> 19:24
<b>accounts (7)</b> 6:14;7:10,11; 25:24;28:1,7,16	<b>alleged (2)</b> 18:17,20	<b>attempt (1)</b> 7:17	<b>better (1)</b> 28:15	<b>chance (1)</b> 17:25
<b>acknowledged (1)</b> 27:15	<b>alleging (1)</b> 17:20	<b>attempts (1)</b> 6:4	<b>board (1)</b> 10:20	<b>Chapter (2)</b> 18:16;22:11
<b>act (1)</b> 19:7	<b>alone (2)</b> 19:4,11	<b>Attorneys (2)</b> 4:3,13	<b>boards (1)</b> 25:19	<b>characterize (1)</b> 8:24
<b>acting (1)</b> 19:11	<b>although (1)</b> 5:24	<b>audio (7)</b> 5:6;22:23;28:24, 25;30:1,4,7	<b>both (1)</b> 27:13	<b>Charleston (1)</b> 4:16
<b>action (13)</b> 9:16,18;10:1; 11:24;13:9;15:16; 16:9;20:8,17;25:13; 28:6,15;29:15	<b>always (2)</b> 7:4;24:11	<b>authority (10)</b> 9:25;10:23,23; 11:22;14:14,19,22; 20:7;21:23;23:16	<b>bottom (2)</b> 12:1,3	<b>chase (1)</b> 27:7
<b>actions (2)</b> 18:22;24:23	<b>Americas (1)</b> 19:8	<b>automatic (22)</b> 5:17;6:6;7:3,8,18; 9:19;11:17;13:17; 19:14;3:16;10:24; 18:3,4;19:2;21:6; 22:15,19,24;23:5; 24:24;26:5	<b>BR (4)</b> 11:7;12:19,20,22	<b>choice-of-law (1)</b> 29:5
<b>actually (3)</b> 15:19;20:25;27:25	<b>amount (2)</b> 28:9;30:2	<b>availed (1)</b> 18:25	<b>branch (1)</b> 22:22	<b>chosen (1)</b> 23:7
<b>addressed (3)</b> 14:17;15:1,7	<b>amounts (1)</b> 6:4	<b>Avianca (17)</b> 5:3,4,10,20;6:10, 12,15;7:11;24:21; 25:8,10;27:9,17; 29:3,12,20,22	<b>brief (4)</b> 9:24;14:16;20:4,6	<b>Circuit (1)</b> 13:17
<b>adjoined (1)</b> 30:14	<b>anticipating (1)</b> 21:21	<b>Avianca's (3)</b> 5:8;6:13;28:17	<b>briefing (1)</b> 21:21	<b>Civil (1)</b> 8:5
<b>adjudged (4)</b> 12:2,3,14,25	<b>apologize (1)</b> 26:12	<b>away (1)</b> 28:21	<b>broad (2)</b> 13:17;21:25	<b>claim (5)</b> 12:6;13:3;16:5,8,8
<b>adversary (3)</b> 5:4,5;9:15	<b>appears (1)</b> 24:18	<b>B</b>	<b>Brothers (1)</b> 11:6	<b>claims (1)</b> 11:12
<b>affidavit (1)</b> 25:16	<b>application (4)</b> 5:8;21:8;24:12; 30:7		<b>brought (1)</b> 28:16	<b>classic (1)</b> 9:5
<b>affidavits (1)</b> 17:18	<b>appreciate (1)</b> 24:15	<b>back (2)</b> 17:1;29:22	<b>business (5)</b> 18:17,20;19:1; 23:9;25:20	<b>cleaning (1)</b> 5:24
<b>affiliates (1)</b> 19:23	<b>area (1)</b> 13:15	<b>backyard (1)</b> 11:5	<b>businesspersons (1)</b> 8:13	<b>clear (5)</b> 6:11;22:13;25:15, 17;27:2
<b>afternoon (2)</b> 5:15;24:16	<b>argue (5)</b> 5:9;9:23;10:16; 23:21;24:8	<b>bald (1)</b> 14:21	<b>C</b>	<b>clearer (1)</b> 7:3
<b>again (7)</b> 12:9,25;14:24; 17:1;18:12;26:10,12	<b>argument (6)</b> 8:17,19;10:25; 16:14,15;24:24	<b>bank (3)</b> 6:13;25:23;28:1		<b>clearly (2)</b> 10:4;15:10
<b>against (14)</b> 7:9;9:17,18;12:7; 13:4,19;20:9,17; 23:9;27:11;29:9,24; 30:8,8	<b>arguments (2)</b> 21:21;24:20	<b>Bankruptcy (3)</b> 10:5;11:21;14:7	<b>called (1)</b> 11:6	<b>client (2)</b> 24:20;28:14
<b>agents (2)</b> 12:5;13:2	<b>around (3)</b> 5:20;6:2;20:1	<b>based (8)</b> 13:13;14:9,23; 17:7;19:6;28:13; 29:16,23	<b>can (14)</b> 11:3,19;14:7;19:1, 18;20:1,16,17;22:19, 20;23:15;24:2; 29:13,22	<b>clients (1)</b> 28:21
<b>agree (7)</b> 13:20;14:1;16:2; 17:4,7,9;29:21	<b>assert (4)</b> 9:17;20:7,17,17	<b>basically (2)</b>	<b>career (1)</b> 19:20	<b>Code (1)</b> 10:5
<b>agreement (1)</b> 25:9	<b>asserted (1)</b> 20:8		<b>case (10)</b> 6:6,18;10:8;11:5, 10;22:17;24:1,23; 25:11;28:13	<b>collect (8)</b> 6:4;16:10;18:3; 26:4,16,20,23;27:5
	<b>asserting (1)</b> 29:16		<b>cases (6)</b> 9:23;10:16;11:2;	<b>collecting (1)</b> 26:20
	<b>assertion (1)</b> 18:9			<b>collectively (2)</b> 25:3,4
	<b>asset (1)</b> 9:6			<b>collects (1)</b> 30:5

<b>colloquy (1)</b> 24:18 <b>colorable (3)</b> 16:5,8,8 <b>comity (1)</b> 23:2 <b>communications (2)</b> 26:14;27:3 <b>companies (1)</b> 25:22 <b>company (4)</b> 5:18;6:19;11:7; 25:15 <b>complaint (12)</b> 8:4,9;17:12,15; 18:1;20:8;27:14,18; 29:15,18,19,23 <b>complied (1)</b> 26:21 <b>comply (3)</b> 11:17;12:5;13:2 <b>concept (1)</b> 7:5 <b>concerned (1)</b> 11:11 <b>concluded (1)</b> 30:17 <b>conduct (4)</b> 16:23;18:8;21:5; 25:5 <b>connection (2)</b> 18:8,22 <b>consequences (3)</b> 28:3,15,18 <b>consider (3)</b> 10:22;23:17;29:24 <b>consistently (1)</b> 6:6 <b>contests (1)</b> 24:25 <b>context (1)</b> 19:14 <b>contract (2)</b> 5:24;29:7 <b>contracts (2)</b> 5:20,22 <b>control (5)</b> 7:1;10:18;22:5; 26:22,25 <b>controlled (6)</b> 6:17;11:16;12:5; 13:2;19:12;20:20 <b>controversy (1)</b> 30:3 <b>Convention (3)</b> 8:15;27:19,20 <b>copy (2)</b> 11:8,18 <b>corporate (18)</b> 8:25;9:3,3,4,10,22; 10:20;15:2,11;19:7; 14,18;20:10,12,21, 23;21:3;29:17	<b>corporation (1)</b> 22:24 <b>cost (1)</b> 27:21 <b>counsel (4)</b> 6:8;8:12;19:6; 23:19 <b>countries (2)</b> 5:21;22:7 <b>couple (4)</b> 7:25;9:14;21:16, 17 <b>course (1)</b> 6:14 <b>COURT (81)</b> 5:2,13;7:22,25; 8:3,17,19;9:9,12,14, 21,24;10:4,6,8,10,13, 17;11:3,8,14,15,18; 12:8,16,18,21;13:5, 13,15,18,22,25;14:5, 7,12,14,16,22;15:9; 16:1,7,15;17:1,4,10, 14,14;18:14,21;19:2, 9,13,21;20:4;21:18, 20;22:12,18,19;23:2, 8,10,14,21;24:4,6,8, 11;25:2,15,25;26:2, 8,10,12;27:1;28:4; 29:1;30:6,14 <b>courts (3)</b> 6:12;11:13;19:20 <b>creditor (4)</b> 24:21,21,22;25:10 <b>creditors (2)</b> 11:11;22:2 <b>crisis (1)</b> 7:13 <b>cusp (1)</b> 7:14 <b>cut (1)</b> 27:7	<b>decide (2)</b> 28:12,21 <b>decision (1)</b> 11:8 <b>decisions (3)</b> 25:20,21,22 <b>declaration (2)</b> 15:20;16:19 <b>declarations (1)</b> 17:18 <b>declining (2)</b> 28:23;29:9 <b>decreed (3)</b> 12:3,14;13:1 <b>defendant (8)</b> 6:18;17:20;18:9; 19:22;20:10;22:18, 21;29:11 <b>defendants (6)</b> 9:15;13:8,11;20:7; 27:11;29:21 <b>Delaware (3)</b> 19:19,20;20:22 <b>demonstrate (1)</b> 26:25 <b>demonstrated (1)</b> 20:20 <b>denial (1)</b> 6:25 <b>determine (1)</b> 27:2 <b>determined (3)</b> 13:6,6,10 <b>developed (2)</b> 15:14;27:3 <b>difference (5)</b> 26:2,5,9,13,19 <b>different (2)</b> 5:21;12:21 <b>DINSMORE (2)</b> 4:2,12 <b>direct (1)</b> 11:23 <b>directed (7)</b> 8:6;10:21;15:15; 16:9,23;20:20;28:6 <b>directing (2)</b> 26:15;27:4 <b>directors (1)</b> 25:19 <b>directs (1)</b> 9:9 <b>disagree (1)</b> 13:16 <b>discovery (6)</b> 17:21;26:2,13; 27:23,24;29:20 <b>discussions (1)</b> 6:7 <b>dispute (2)</b> 18:15;29:2 <b>disputed (2)</b> 17:13,21	<b>disregarding (1)</b> 9:3 <b>disruptions (1)</b> 22:9 <b>District (3)</b> 11:6;14:7;18:10 <b>docket (2)</b> 24:2,3 <b>doctrine (1)</b> 9:22 <b>dollars (1)</b> 6:2 <b>done (4)</b> 20:19;23:4,17; 25:1 <b>doubt (2)</b> 6:24;26:18 <b>down-the-line (1)</b> 25:5 <b>draw (1)</b> 25:24	8:10,12;26:3,18 <b>employees (3)</b> 11:16;12:5;13:2 <b>enable (1)</b> 9:24 <b>encouraged (1)</b> 28:5 <b>encouraging (2)</b> 26:15;27:4 <b>end (1)</b> 23:25 <b>enforce (4)</b> 13:18,21;14:3; 23:11 <b>enforcement (1)</b> 18:6 <b>enjoin (2)</b> 19:25;21:11 <b>enough (3)</b> 19:2;25:4;28:14 <b>enter (2)</b> 28:23;29:21 <b>entered (2)</b> 13:8;23:3 <b>entities (2)</b> 18:15;29:3 <b>entitled (1)</b> 15:16 <b>entity (8)</b> 9:17;11:15;12:4; 13:1;19:12;23:9; 24:22;26:21 <b>entry (2)</b> 24:3,3 <b>ESQ (3)</b> 4:8,9,18 <b>essentially (1)</b> 29:2 <b>establish (1)</b> 16:11 <b>established (2)</b> 13:17;16:12 <b>estate (2)</b> 11:4,15 <b>et (1)</b> 19:23 <b>even (5)</b> 14:3;15:9;20:9; 22:5;24:12 <b>event (1)</b> 28:23 <b>evidence (1)</b> 16:22 <b>evidentiary (2)</b> 16:16;17:22 <b>example (1)</b> 27:24 <b>exclusively (1)</b> 19:19 <b>excuse (2)</b> 16:15,16 <b>exercise (7)</b> 9:10,25;10:18,18;
	<b>D</b>		<b>E</b>	
	<b>day (2)</b> 15:23;29:7 <b>day-to-day (1)</b> 25:20 <b>deal (2)</b> 7:18;22:8 <b>debt (7)</b> 6:2;16:11;26:4,16, 20,24;27:5 <b>debtor (8)</b> 7:9;11:11;12:7; 13:4,14;18:16,16; 24:22 <b>debtors (7)</b> 5:12;6:5;25:1,8, 14,17,18 <b>debts (1)</b> 18:4		<b>East (1)</b> 4:14 <b>easy (1)</b> 27:21 <b>Ecuador (63)</b> 5:23;6:3,3,7,10,11, 14,16,17,23,24;7:1, 15,19;8:4,13,22; 14:7,8,18,23;15:16; 16:23;17:5,12;18:3, 9,15,16,17,20;20:9, 14;21:10;23:1,8,9; 24:21,22;25:2,8,10, 13,18,24;26:3,4,15, 24;27:4,19,24,25; 28:16,18,24;29:2,3, 3,4,10;30:3,8 <b>Ecuadorian (3)</b> 5:22;6:12;26:21 <b>Ecuador's (1)</b> 18:22 <b>EDWARD (1)</b> 4:18 <b>effect (4)</b> 13:18;14:4;18:5; 23:13 <b>effectively (1)</b> 23:5 <b>eight (1)</b> 12:10 <b>either (3)</b> 27:14;28:25;29:5 <b>ELLEN (1)</b> 4:8 <b>else (2)</b> 21:14;30:11 <b>email (2)</b> 8:7;26:13 <b>emails (4)</b>	

14:8,23;15:11 <b>exist (1)</b> 26:18 <b>exists (2)</b> 17:6,6 <b>expect (1)</b> 25:11 <b>expedited (3)</b> 17:21;27:23;29:20 <b>explain (1)</b> 28:14 <b>explaining (1)</b> 7:9 <b>extends (1)</b> 22:15 <b>extensive (1)</b> 5:19 <b>extent (5)</b> 15:22;18:19;22:4, 4:29:16 <b>extraterritorial (3)</b> 13:18;14:4;18:5 <b>extraterritorially (1)</b> 22:16	12:8;21:9 <b>findings (1)</b> 18:2 <b>finds (1)</b> 21:20 <b>finish (1)</b> 10:10 <b>first (5)</b> 12:10,12;17:4; 19:19;22:16 <b>first-day (1)</b> 23:3 <b>fit (1)</b> 7:19 <b>flight (1)</b> 28:17 <b>Florida (5)</b> 6:19,20;11:6; 19:21;20:24 <b>folks (1)</b> 6:7 <b>follows (1)</b> 19:21 <b>force (1)</b> 15:12 <b>foreign (3)</b> 17:20;22:17;23:13 <b>formal (1)</b> 8:14 <b>forth (1)</b> 29:18 <b>forum (2)</b> 9:4,4 <b>forward (5)</b> 16:19;20:10,11; 27:17,23 <b>freezing (2)</b> 7:10,10 <b>front (4)</b> 11:8,19;12:23; 23:25 <b>funds (1)</b> 25:24	6:8;8:12;17:5; 27:14 <b>Generally (1)</b> 14:1 <b>GEORGE (1)</b> 4:18 <b>given (3)</b> 19:6;20:6;30:2 <b>Glenn (1)</b> 5:2 <b>gloss (1)</b> 13:25 <b>good (2)</b> 20:2;28:14 <b>good-faith (1)</b> 17:19 <b>governance (2)</b> 19:15,18 <b>great (1)</b> 7:13 <b>greatly (1)</b> 24:15 <b>group (4)</b> 14:10,20,24;19:7 <b>guess (2)</b> 18:14;27:18	<b>Honor (32)</b> 5:11,14,16,18; 6:17;7:2,7,16;8:16, 18:9;1,8;10:3;11:2, 13;13:12;14:9;15:7, 23;16:13,25;18:12, 13;19:17;21:19; 22:11;23:20,23; 24:10;26:18;30:12, 13 <b>honoring (1)</b> 9:4 <b>Honor's (1)</b> 9:5 <b>hope (1)</b> 5:6	<b>interested (1)</b> 15:4 <b>interference (7)</b> 22:23;26:6;28:25, 25;30:1,4,7 <b>intermediate (1)</b> 6:23 <b>International (39)</b> 4:3,13;5:4;6:19, 21,22,25;7:18;8:22; 9:17;10:20;14:10; 15:15,19;16:14,18, 23;20:11,16,20;21:4, 15;23:4,22,24;25:3; 26:3,14,19;27:3,21; 28:5,9;29:11,14,24; 30:3,8,9 <b>internationally (1)</b> 22:2 <b>International's (2)</b> 11:5;23:19 <b>into (3)</b> 23:1,8,13 <b>involve (1)</b> 9:6 <b>irreparable (5)</b> 7:5,8,11;15:24; 16:1 <b>issue (15)</b> 14:17;15:7,23,23; 16:16;17:22;19:21; 22:17;23:25;25:9; 27:8,10,11;28:20; 29:9 <b>issues (1)</b> 15:1
<b>F</b>	<b>foreign (3)</b> 17:20;22:17;23:13 <b>formal (1)</b> 8:14 <b>forth (1)</b> 29:18 <b>forum (2)</b> 9:4,4 <b>forward (5)</b> 16:19;20:10,11; 27:17,23 <b>freezing (2)</b> 7:10,10 <b>front (4)</b> 11:8,19;12:23; 23:25 <b>funds (1)</b> 25:24	<b>H</b>	<b>I</b>	<b>interested (1)</b> 15:4 <b>interference (7)</b> 22:23;26:6;28:25, 25;30:1,4,7 <b>intermediate (1)</b> 6:23 <b>International (39)</b> 4:3,13;5:4;6:19, 21,22,25;7:18;8:22; 9:17;10:20;14:10; 15:15,19;16:14,18, 23;20:11,16,20;21:4, 15;23:4,22,24;25:3; 26:3,14,19;27:3,21; 28:5,9;29:11,14,24; 30:3,8,9 <b>internationally (1)</b> 22:2 <b>International's (2)</b> 11:5;23:19 <b>into (3)</b> 23:1,8,13 <b>involve (1)</b> 9:6 <b>irreparable (5)</b> 7:5,8,11;15:24; 16:1 <b>issue (15)</b> 14:17;15:7,23,23; 16:16;17:22;19:21; 22:17;23:25;25:9; 27:8,10,11;28:20; 29:9 <b>issues (1)</b> 15:1
<b>face (2)</b> 17:15;18:1 <b>facility (1)</b> 25:9 <b>fact (8)</b> 9:4;13:10;14:10; 18:24;19:4,11; 25:12;28:20 <b>facts (9)</b> 15:14;16:11; 17:21;18:10,11; 25:16;27:2;28:13; 29:23 <b>factual (5)</b> 15:20;16:20; 17:11;18:2;29:1 <b>failed (1)</b> 29:12 <b>familiar (3)</b> 9:6;14:25;20:22 <b>far (5)</b> 7:9;8:14;20:19; 21:12;23:17 <b>feedback (1)</b> 5:6 <b>figure (1)</b> 11:21 <b>file (3)</b> 7:19;25:1;29:19 <b>filed (8)</b> 9:24;10:19;15:18, 19;23:25;24:12,13; 27:25 <b>find (2)</b> 18:7;21:11 <b>finding (2)</b>	<b>G</b>	<b>hac (1)</b> 24:1 <b>Hague (2)</b> 8:15;27:19 <b>Hang (1)</b> 12:9 <b>happening (1)</b> 8:25 <b>happy (2)</b> 24:12,14 <b>harm (4)</b> 7:6,8;15:24;16:1 <b>harmed (1)</b> 28:18 <b>head (1)</b> 15:6 <b>headquartered (1)</b> 5:19 <b>hear (5)</b> 5:15;19:14,16; 22:14;24:14 <b>heard (3)</b> 10:14;15:3;26:7 <b>hearing (6)</b> 5:7,7;6:9;7:20; 17:22;24:13 <b>held (1)</b> 21:5 <b>high-risk (1)</b> 28:11 <b>hold (1)</b> 15:12 <b>Holdings (1)</b> 5:3	<b>ignore (1)</b> 22:18 <b>imposed (1)</b> 28:8 <b>impute (1)</b> 25:4 <b>in- (1)</b> 12:16 <b>inadequate (1)</b> 21:22 <b>Inc (3)</b> 4:3,13;6:19 <b>included (1)</b> 20:6 <b>income (1)</b> 7:13 <b>incorporated (1)</b> 6:19 <b>indeed (1)</b> 7:10 <b>indirect (9)</b> 9:25;10:1,17; 11:23,23;15:11,12; 16:9,9 <b>indirectly (2)</b> 6:17;7:1 <b>industry (3)</b> 6:1,1;22:1 <b>in-house (1)</b> 19:6 <b>initiated (1)</b> 8:16 <b>injunction (1)</b> 20:2 <b>injunctions (1)</b> 19:22 <b>injunctive (1)</b> 5:16 <b>instead (1)</b> 30:4 <b>intend (1)</b> 14:21 <b>Inter-American (1)</b> 27:20	<b>J</b>
	<b>G4 (2)</b> 5:4;14:8 <b>G4S (53)</b> 4:3,13;5:5,18,23; 6:3,3,7,11,17,18,24; 7:1,19;8:4,13,22; 14:6,18,23;17:5,12; 18:2,9,16,22;19:4; 20:9;21:10,15; 24:20;25:2,3,3,7,12, 14,18,18,24,24; 26:15,19,24;28:24; 29:2,3,9,14;30:3,8,8, 13 <b>gearing (1)</b> 6:15 <b>general (4)</b>		<b>in- (1)</b> 12:16 <b>inadequate (1)</b> 21:22 <b>Inc (3)</b> 4:3,13;6:19 <b>included (1)</b> 20:6 <b>income (1)</b> 7:13 <b>incorporated (1)</b> 6:19 <b>indeed (1)</b> 7:10 <b>indirect (9)</b> 9:25;10:1,17; 11:23,23;15:11,12; 16:9,9 <b>indirectly (2)</b> 6:17;7:1 <b>industry (3)</b> 6:1,1;22:1 <b>in-house (1)</b> 19:6 <b>initiated (1)</b> 8:16 <b>injunction (1)</b> 20:2 <b>injunctions (1)</b> 19:22 <b>injunctive (1)</b> 5:16 <b>instead (1)</b> 30:4 <b>intend (1)</b> 14:21 <b>Inter-American (1)</b> 27:20	<b>Jargon (1)</b> 19:16 <b>JOHN (2)</b> 4:9;23:23 <b>Judge (6)</b> 5:2;11:20;12:22; 13:5,16;15:9 <b>Jupiter (1)</b> 6:20 <b>jurisdiction (33)</b> 9:10;13:7,10,13, 20;14:2,8,17,23; 16:14;17:5,6,6,7,11, 13,20,23;18:7,8,9; 20:14,16,18;21:12, 13;23:10;27:11,13, 15;28:4;29:2,13 <b>jurisdictional (1)</b> 18:22 <b>jurisdictions (2)</b> 11:12;22:9
				<b>K</b>



<b>KENNEDY (1)</b> 4:8 <b>knew (1)</b> 11:12 <b>knowing (1)</b> 15:4 <b>knows (1)</b> 7:7 <b>KY (1)</b> 4:6	<b>looking (1)</b> 9:1 <b>lot (2)</b> 10:14;19:14 <b>Lykes (3)</b> 11:6,19;12:22	5:18 <b>myriad (1)</b> 11:2	25:5 <b>open (2)</b> 10:22;12:9 <b>operate (5)</b> 14:10,20,24;19:4; 22:2 <b>operates (1)</b> 18:25 <b>operations (6)</b> 5:19;6:16;7:15; 22:5,25;28:17 <b>opinion (7)</b> 11:19,20,22;12:1, 9,18,22 <b>opportunity (1)</b> 21:23 <b>opposition (2)</b> 10:19;15:18 <b>order (34)</b> 5:8,9;8:6;9:9,24, 25;10:1,17;11:13,16, 23,25;12:4,6;13:1,3, 18,21;15:10,11;16:3, 16;17:21;21:2,10; 23:2,4,12,12;26:19; 27:10,12;29:21;30:8 <b>ordered (9)</b> 11:15;12:2,3,10, 11,13,25;13:8,9 <b>orders (2)</b> 7:5;22:11 <b>other's (1)</b> 25:20 <b>ought (1)</b> 29:19 <b>out (7)</b> 11:2;17:25;19:11; 21:1;28:3,5,12 <b>outcome (1)</b> 27:5 <b>outset (1)</b> 27:16 <b>outside (3)</b> 6:1;18:17,20 <b>over (24)</b> 9:9;10:18;13:7,11, 13;14:2,8,17,23; 15:12;16:14;17:5,11, 20;20:14,16,18; 21:12,13;23:11; 26:7;27:11;29:2,14 <b>owed (1)</b> 6:3 <b>own (1)</b> 25:22 <b>owns (2)</b> 6:22,23	8:7;10:24;15:8 <b>paragraph (1)</b> 12:11 <b>paragraphs (2)</b> 12:1,10 <b>parent (10)</b> 9:7,21,25;10:17; 11:23;15:11;16:9; 18:24;25:6,12 <b>parents (1)</b> 19:23 <b>part (5)</b> 6:5,12;7:18;23:3; 28:1 <b>particular (5)</b> 5:23;13:19;15:15; 19:25;22:1 <b>particularly (2)</b> 6:15;7:12 <b>parties (3)</b> 13:19;14:2;22:5 <b>party (3)</b> 9:9;25:8;27:19 <b>party-in-interest (1)</b> 25:11 <b>Paskay (4)</b> 11:20;12:22;13:5, 16 <b>Paskay's (1)</b> 15:10 <b>path (1)</b> 23:7 <b>People (3)</b> 10:10,13;22:4 <b>per (1)</b> 7:8 <b>percent (2)</b> 6:22,24 <b>permit (1)</b> 27:23 <b>permitting (1)</b> 9:19 <b>person (1)</b> 14:15 <b>personal (21)</b> 13:7,10;14:2,6,8, 17,23;17:5,6,13,23; 18:7;20:14,18;21:11, 13;23:10;27:10,13; 29:1,13 <b>personam (2)</b> 13:20;28:4 <b>persons (4)</b> 11:16;12:5;13:2; 22:9 <b>perspective (1)</b> 9:2 <b>pierce (1)</b> 9:2 <b>piercing (9)</b> 8:25;9:5;15:1; 20:10,12,21,23;21:3; 29:17		
<b>L</b>	<b>M</b>	<b>N</b>				
<b>language (4)</b> 11:19,22;15:9; 29:6 <b>last (1)</b> 23:18 <b>law (9)</b> 13:16;19:21;20:5, 22,24,24;22:15; 28:13;29:6 <b>lawsuit (1)</b> 27:25 <b>lawyer (1)</b> 28:14 <b>lawyers (1)</b> 19:5 <b>least (3)</b> 5:21;18:5;20:19 <b>leave (1)</b> 29:7 <b>legal (3)</b> 14:25;25:22;29:23 <b>less (1)</b> 27:2 <b>letting (1)</b> 24:16 <b>leverage (1)</b> 20:15 <b>Lexington (1)</b> 4:6 <b>liabilities (1)</b> 9:7 <b>liability (3)</b> 21:4;29:16,17 <b>likelihood (7)</b> 16:2,3,6,17;21:3,9; 29:12 <b>line (3)</b> 5:6;26:7;30:4 <b>litigation (2)</b> 7:9;22:8 <b>little (2)</b> 6:9;26:6 <b>LLP (3)</b> 4:2,12;5:11 <b>lo (1)</b> 22:23 <b>located (1)</b> 6:20 <b>look (3)</b> 17:15,18;27:9	<b>Main (2)</b> 4:4;24:1 <b>maintenance (1)</b> 5:24 <b>making (3)</b> 5:15;18:2;27:1 <b>management (2)</b> 10:21;25:18 <b>managers (1)</b> 25:19 <b>matter (1)</b> 21:24 <b>May (11)</b> 9:12;16:18,18; 21:7;22:25;23:1,7,7; 25:25;28:11,12 <b>mean (6)</b> 9:21;14:21;18:15; 19:9;22:25;27:2 <b>meaning (2)</b> 19:15;27:8 <b>means (2)</b> 19:10,13 <b>mediation (2)</b> 6:10,11 <b>members (1)</b> 22:10 <b>merits (5)</b> 7:16,19;16:4,6; 21:10 <b>Middle (1)</b> 11:6 <b>midst (1)</b> 7:12 <b>might (1)</b> 26:18 <b>Milbank (1)</b> 5:11 <b>mindful (1)</b> 22:12 <b>months (1)</b> 7:14 <b>more (5)</b> 16:1,7;17:2;21:23; 28:9 <b>most (1)</b> 22:25 <b>motion (2)</b> 24:1;25:1 <b>motions (1)</b> 23:3 <b>much (2)</b> 28:9;30:15 <b>multinational (1)</b>	<b>name (2)</b> 25:4;30:9 <b>named (1)</b> 9:15 <b>near (1)</b> 12:1 <b>necessarily (2)</b> 22:10,11 <b>necessary (2)</b> 17:22;29:8 <b>need (5)</b> 16:16;21:11;23:1, 8,25 <b>New (2)</b> 20:23;22:23 <b>nine (1)</b> 6:24 <b>ninety- (1)</b> 6:23 <b>ninety-nine (1)</b> 6:22 <b>nose (1)</b> 22:18 <b>noted (1)</b> 5:16 <b>notice (2)</b> 8:7;24:17 <b>noting (1)</b> 11:13 <b>number (5)</b> 5:5,20,25;7:14; 14:11 <b>numbered (2)</b> 12:13,15	<b>O</b>	<b>Obviously (1)</b> 27:21 <b>off (1)</b> 15:6 <b>offer (1)</b> 16:22 <b>office (1)</b> 25:23 <b>officers (1)</b> 26:14 <b>one (14)</b> 5:21;12:2,2,12,14, 17,23;15:15;18:16; 21:19,19;23:24; 25:15;26:17 <b>ones (1)</b> 12:15 <b>only (3)</b> 8:11;19:18,22 <b>onto (1)</b>	<b>P</b>	<b>pandemic (1)</b> 7:12 <b>papers (3)</b>

<b>plaintiff (1)</b> 5:8	11:4,14	5:16;15:16;23:8	<b>sanctions (1)</b> 28:8	6:21;7:21;8:21; 24:17
<b>play (1)</b> 25:20	<b>provide (3)</b> 5:25;21:23;23:15	<b>relying (1)</b> 10:17	<b>satisfy (1)</b> 17:16	<b>short-handing (1)</b> 30:9
<b>plead (1)</b> 29:14	<b>provision (1)</b> 29:5	<b>rem (4)</b> 13:13,18;18:5; 22:16	<b>saying (1)</b> 26:23	<b>show (15)</b> 5:8;7:20;8:6; 11:18;16:2,3,5;18:2, 7,8;21:2,2;26:21; 29:12,22
<b>please (2)</b> 24:8;26:20	<b>provisions (2)</b> 12:6;13:3	<b>remains (1)</b> 29:19	<b>se (1)</b> 7:8	<b>showed (2)</b> 26:3,13
<b>pled (1)</b> 29:15	<b>pull (1)</b> 24:2	<b>remedy (1)</b> 23:1	<b>Second (2)</b> 13:16;21:24	<b>shown (3)</b> 15:17;16:8,11
<b>PM (1)</b> 30:17	<b>put (2)</b> 13:23;30:3	<b>reminded (1)</b> 6:6	<b>Section (5)</b> 10:4,13,17;11:3,14	<b>sic (2)</b> 5:4;14:8
<b>point (7)</b> 11:19,21;16:21; 17:24,25;21:8,8	<b>Q</b>	<b>renowned (1)</b> 11:21	<b>Secure (3)</b> 4:3,13;6:18	<b>side (2)</b> 21:22;22:14
<b>points (1)</b> 23:18	<b>quite (2)</b> 15:3;20:22	<b>repeated (3)</b> 5:17;6:3,4	<b>Secured (1)</b> 5:4	<b>similar (2)</b> 20:23,24
<b>position (4)</b> 15:20,21;25:3,14	<b>R</b>	<b>required (2)</b> 20:21;21:2	<b>seek (2)</b> 6:13;23:1	<b>simple (1)</b> 18:12
<b>possible (1)</b> 15:14	<b>raise (2)</b> 23:25;30:11	<b>requires (1)</b> 27:13	<b>seeking (3)</b> 5:16;9:16;10:2	<b>Solutions (3)</b> 4:3,13;6:18
<b>postage (1)</b> 27:22	<b>ramifications (2)</b> 21:25;22:8	<b>respect (8)</b> 5:3;7:4;12:6;13:3; 20:22;21:10;28:24; 29:11	<b>seem (1)</b> 25:14	<b>somebody (1)</b> 21:15
<b>potential (1)</b> 28:2	<b>rather (1)</b> 11:20	<b>respectfully (1)</b> 13:15	<b>seemed (1)</b> 25:2	<b>someone (2)</b> 19:18,25
<b>power (4)</b> 9:10;10:4,18; 11:14	<b>re (1)</b> 11:6	<b>response (8)</b> 6:25;7:19;8:21,24; 20:11;24:19;25:7,16	<b>seems (1)</b> 18:15	<b>sorry (5)</b> 7:24;8:18;12:14; 15:7;25:17
<b>practical (1)</b> 21:24	<b>read (8)</b> 9:23;12:23,24; 15:9;20:9;24:19; 25:15,16	<b>responsible (2)</b> 8:13;21:5	<b>sending (1)</b> 8:10	<b>sort (2)</b> 22:22;27:7
<b>practiced (1)</b> 19:18	<b>reading (1)</b> 12:18	<b>restart (1)</b> 6:16	<b>sensitive (1)</b> 6:15	<b>sources (1)</b> 7:13
<b>predicate (1)</b> 17:11	<b>really (6)</b> 7:17;8:11;9:8; 15:24;25:11;27:16	<b>restarting (1)</b> 7:14	<b>sent (1)</b> 8:12	<b>Southern (1)</b> 14:7
<b>pre-judgment (1)</b> 6:13	<b>received (1)</b> 8:21	<b>restraining (3)</b> 5:9;7:5;30:7	<b>separate (9)</b> 10:20,21;22:24; 25:18,19,19,23,23,23	<b>space (1)</b> 25:23
<b>pre-petition (3)</b> 6:2,4;18:3	<b>recognition (1)</b> 23:2	<b>result (4)</b> 9:7;22:9;30:6,9	<b>separateness (2)</b> 9:22;10:20	<b>speak (1)</b> 19:5
<b>present (1)</b> 29:14	<b>recognize (1)</b> 25:2	<b>resume (1)</b> 28:17	<b>serious (1)</b> 22:7	<b>speaking (1)</b> 14:2
<b>pretty (1)</b> 22:7	<b>refer (2)</b> 5:23;6:20	<b>right (12)</b> 5:2,13;8:17;11:5; 12:21;17:10;19:17; 23:21;27:16;28:15; 30:6,14	<b>serve (5)</b> 8:3,6,9;27:17,20	<b>specific (7)</b> 15:5;17:7,11,20; 18:7;19:15;27:14
<b>prevent (2)</b> 9:11;19:1	<b>referring (1)</b> 25:2	<b>risk (2)</b> 28:1,21	<b>served (1)</b> 29:20	<b>SPIRES (18)</b> 4:9;23:23,23;24:4, 5,6,7,8,10,15;26:1,6, 9,10,11,17;30:2,13
<b>prevents (1)</b> 28:2	<b>refute (2)</b> 7:17;16:19	<b>role (1)</b> 25:20	<b>service (5)</b> 8:8,14;14:6;27:13, 15	<b>stage (5)</b> 15:25;16:6;21:2, 20;27:7
<b>pro (1)</b> 24:1	<b>refutes (1)</b> 15:19	<b>Rule (1)</b> 8:4	<b>services (2)</b> 5:24,25	<b>stamp (1)</b> 27:22
<b>probably (2)</b> 20:14;25:13	<b>regional (2)</b> 6:8;8:12	<b>ruled (1)</b> 22:13	<b>serving (1)</b> 27:21	<b>standard (1)</b> 16:13
<b>procedural (1)</b> 23:25	<b>regularly (1)</b> 24:11	<b>Rules (1)</b> 8:4	<b>set (2)</b> 5:7;29:18	<b>standpoint (1)</b> 22:15
<b>Procedure (1)</b> 8:5	<b>reiterate (1)</b> 24:20	<b>S</b>	<b>several (2)</b> 11:11;22:1	<b>start (4)</b> 7:3,4;12:10;26:20
<b>proceeding (3)</b> 5:4,5;9:16	<b>related (1)</b> 5:25		<b>severe (3)</b> 28:3,9,19	<b>stated (1)</b> 25:7
<b>proceedings (1)</b> 30:17	<b>relating (1)</b> 21:9	<b>safe (1)</b> 28:11	<b>shall (3)</b> 11:16;12:4;13:1	<b>statement (4)</b>
<b>process (4)</b> 8:8,14,16;14:6	<b>relationship (1)</b> 25:7	<b>same (1)</b> 20:2	<b>shift (1)</b> 27:5	
<b>properties (1)</b> 13:14	<b>relief (3)</b>		<b>SHOHL (2)</b> 4:2,12	
<b>protect (2)</b>			<b>short (4)</b>	

10:11;14:20,22,24 <b>States (7)</b> 5:20;18:23,25; 19:1;22:5;23:10; 25:6 <b>stating (1)</b> 15:10 <b>stay (24)</b> 5:17;6:6;7:3,8,18; 9:11,19;11:17;13:17, 19;14:3;16:10,24; 18:3,4;19:2;21:6; 22:15,19,24;23:6; 24:24;26:5;28:16 <b>Steamship (1)</b> 11:7 <b>step (1)</b> 19:2 <b>steps (3)</b> 8:3,9;27:4 <b>Stone (52)</b> 5:11,11,13,14; 7:22,22,24;8:2,10, 18,20;9:13,18;10:3, 7,8,9,12;11:1,10,25; 12:12,17,20,25; 13:12,21,24;14:1,9, 13,15;15:6,22;16:5, 12,25;17:9;18:11,19, 24;19:10,13,17;20:5; 21:16,19;22:12; 23:20;24:18,25; 30:12 <b>Stone's (1)</b> 27:15 <b>stop (4)</b> 5:16;17:3;19:3; 22:6 <b>strategy (2)</b> 28:1,11 <b>Street (2)</b> 4:4,14 <b>stretch (3)</b> 10:10,13,14 <b>strong (1)</b> 9:22 <b>structure (1)</b> 19:7 <b>subject (4)</b> 11:15;12:4;13:1; 20:25 <b>subsequently (2)</b> 28:3,5 <b>subsidiaries (4)</b> 9:7;14:11;19:23; 22:6 <b>subsidiary (10)</b> 5:22;6:23;9:20; 10:1,19;11:24; 15:12;16:10;20:1; 25:5 <b>substance (1)</b> 8:23	<b>substitute (1)</b> 8:8 <b>succeed (1)</b> 28:7 <b>success (7)</b> 16:2,3,6,17;21:3, 10;29:13 <b>sue (1)</b> 6:11 <b>sued (1)</b> 25:13 <b>sufficiently (1)</b> 29:15 <b>suggest (2)</b> 11:3;21:13 <b>Suite (2)</b> 4:5,15 <b>sum (1)</b> 8:23 <b>summoned (1)</b> 6:10 <b>summons (4)</b> 8:3,8;27:14,18 <b>support (8)</b> 9:24;10:16;14:19; 15:20;16:17,20; 18:11;29:1 <b>sure (13)</b> 7:7;8:2,9;5;10:12; 11:1,25;14:5,20; 19:15;21:16;26:1, 17;28:13 <b>surprised (1)</b> 30:2 <b>suspect (1)</b> 29:5	<b>three (1)</b> 12:14 <b>thumb (1)</b> 22:18 <b>today (10)</b> 5:7,15;7:20;8:7; 15:24;27:8;28:23; 29:25;30:6,10 <b>top (1)</b> 15:6 <b>totally (1)</b> 28:11 <b>transaction (1)</b> 19:25 <b>transferring (1)</b> 11:12 <b>TRO (15)</b> 13:8;15:24;16:3,6, 16;21:8,20;24:13; 27:8,10;28:2,20,23; 29:9,24 <b>trouble (1)</b> 12:8 <b>try (4)</b> 8:24;10:10,13,14 <b>trying (4)</b> 9:2,6,8;20:15 <b>turn (5)</b> 6:23;20:1;21:15; 23:19;28:12 <b>turned (2)</b> 28:3,5 <b>turning (1)</b> 7:16 <b>twenty (1)</b> 19:19 <b>two (6)</b> 9:15;12:2,14; 18:15;20:7;29:3	<b>up (9)</b> 6:15;7:20;12:3; 17:1;18:6;22:22; 24:2,11;25:9 <b>up-the-line (1)</b> 25:12 <b>US-based (1)</b> 9:17 <b>use (1)</b> 20:9 <b>used (1)</b> 11:3 <b>V</b> <b>various (1)</b> 17:14 <b>veil (9)</b> 8:25;9:3;15:2; 20:10,12,22,23;21:3; 29:17 <b>vendors (1)</b> 22:1 <b>very-high (1)</b> 28:1 <b>vicarious (3)</b> 15:2;21:4;29:17 <b>vice (1)</b> 24:1 <b>view (5)</b> 18:4,21,24;20:5; 21:2 <b>violate (2)</b> 16:10;24:23 <b>violated (1)</b> 18:3 <b>violates (1)</b> 21:5 <b>violating (2)</b> 9:19;16:23 <b>violation (6)</b> 7:2,7,17;9:11; 19:1;28:16 <b>violations (3)</b> 5:17;19:3;22:6 <b>Virginia (1)</b> 4:14 <b>W</b> <b>wants (5)</b> 27:17;29:20,22; 30:3,5 <b>watching (1)</b> 22:3 <b>way (3)</b> 15:3;19:21;22:6 <b>well-founded (1)</b> 16:18 <b>West (1)</b> 4:4 <b>what's (1)</b> 8:24	<b>Whereupon (1)</b> 30:17 <b>Who's (2)</b> 5:9;23:21 <b>without (2)</b> 13:6;16:20 <b>words (1)</b> 19:14 <b>world (2)</b> 5:20;23:5 <b>worry (2)</b> 24:9;26:4 <b>written (1)</b> 20:25 <b>wrong (3)</b> 8:23;9:2;17:25 <b>WV (1)</b> 4:16 <b>Y</b> <b>years (1)</b> 19:19 <b>yesterday (1)</b> 8:21 <b>York (2)</b> 20:23;22:23 <b>1</b> <b>1 (2)</b> 12:13,15 <b>100 (1)</b> 4:4 <b>105 (5)</b> 10:4,13,17;11:3,14 <b>11 (2)</b> 18:16;22:11 <b>1300 (1)</b> 4:15 <b>140,000 (1)</b> 6:2 <b>191 (2)</b> 11:7;12:20 <b>2</b> <b>2 (2)</b> 12:13,15 <b>2:53 (1)</b> 30:17 <b>20-11133 (1)</b> 5:3 <b>20-1194 (1)</b> 5:5 <b>207 (2)</b> 12:18,22 <b>25301 (1)</b> 4:16 <b>282 (2)</b> 12:19,22
	<b>T</b>	<b>U</b>		
	<b>talk (1)</b> 20:11 <b>telephone (1)</b> 26:14 <b>telling (2)</b> 10:15;26:3 <b>tells (1)</b> 23:5 <b>temporary (3)</b> 5:9;7:4;30:7 <b>term (1)</b> 14:25 <b>terms (2)</b> 19:17;22:8 <b>theories (1)</b> 15:2 <b>theory (1)</b> 21:4 <b>third (1)</b> 12:2 <b>though (1)</b> 14:3 <b>threatened (1)</b> 7:10	<b>UK (1)</b> 5:19 <b>ultimately (1)</b> 28:8 <b>UNCITRAL (1)</b> 22:10 <b>under (3)</b> 8:4;10:4;11:14 <b>understood (1)</b> 24:19 <b>undoubtedly (1)</b> 7:11 <b>UNISON (1)</b> 30:16 <b>United (7)</b> 5:19;18:23,25; 19:1;22:5;23:9;25:5 <b>unquestionable (1)</b> 18:4 <b>unusual (1)</b> 19:20		

<b>4</b>				
<b>40507 (1)</b> 4:6 <b>4f (1)</b> 8:4				
<b>5</b>				
<b>56 (1)</b> 24:5				
<b>7</b>				
<b>707 (1)</b> 4:14				
<b>9</b>				
<b>900 (1)</b> 4:5 <b>935 (2)</b> 11:7;12:20				

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

In re:	)	Chapter 11
	)	
AVIANCA HOLDINGS S.A., <i>et al.</i> , <sup>1</sup>	)	Case No. 20-11133 (MG)
	)	
Debtors.	)	Jointly Administered
	)	
<hr/>		
AVIANCA HOLDINGS S.A., <i>et al.</i> ,	)	
	)	
Plaintiffs.	)	
	)	
v.	)	Adv. Proc. 20-01194-mg
	)	
G4S FACILITY MANAGEMENT CIA. LTDA.)	)	
And G4S SECURE SOLUTIONS	)	
INTERNATIONAL INC.,	)	
	)	
Defendants.	)	
	)	

## ORDER GRANTING ADMISSION TO PRACTICE, *PRO HAC VICE*

Upon the Motion of G4S Secure Solutions International Inc. (“International”), for an Order dismissing the Plaintiffs’ claims against International; it is hereby

<sup>1</sup> The Debtors in these cases, and each Debtor's federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int'l Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.

**ORDERED** that International's motion be, and is GRANTED, and that the Plaintiffs' claims against International are dismissed with prejudice.

Dated: \_\_\_\_\_  
New York, New York

/s/ \_\_\_\_\_  
THE HONORABLE MARTIN GLENN  
UNITED STATE BANKRUPTCY JUDGE