

Hearing Date & Time: January 20, 2021 at 10:00 a.m. (prevailing Eastern Time)

Objection Deadline: January 13, 2021 at 4:00 p.m. (prevailing Eastern Time)

Dennis F. Dunne
Evan R. Fleck
Alan Stone
MILBANK LLP
55 Hudson Yards
New York, New York 10001
Telephone: (212) 530-5000

Gregory A. Bray
MILBANK LLP
2029 Century Park East,
33rd Floor
Los Angeles, CA 90067
Telephone: (424) 386-4000

*Counsel for Debtors and
Debtors-In-Possession*

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

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

¹ 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); AV Loyalty Bermuda Ltd. (N/A); Aviacorp Enterprises S.A. (N/A). The Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.



2011133201218000000000006

**NOTICE OF HEARING ON DEBTORS' MOTION FOR ENTRY OF AN ORDER
APPROVING THE SETTLEMENT AGREEMENT BY AND AMONG DEBTORS,
DEFENDANT G4S, AND G4S FACILITY MANAGEMENT CÍA. LTDA.**

PLEASE TAKE NOTICE that a hearing will be held at **10:00 a.m. (prevailing Eastern Time) on January 20, 2021** before the Honorable Martin Glenn, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004 to consider *Debtors' Motion for Entry of An Order Approving the Settlement Agreement By and Among Debtors, Defendant G4S, and G4S Facility Management Cía. Ltda.* (the "Motion").

PLEASE TAKE FURTHER NOTICE that, in accordance with General Order M-543 dated March 20, 2020, the Hearing will be conducted telephonically. Any parties wishing to participate must do so telephonically through CourtSolutions (www.court-solutions.com). Instructions to register for CourtSolutions LLC are attached to General Order M-543. Any objections or responses to the relief requested in the Motion shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York, and the Case Management Order; (c) be filed electronically with this Court on the docket of *In re Avianca Holdings S.A.*, Case 20-11133 (MG) (Ad. Proc. 20-01194-mg) by registered users of this Court's electronic filing system and in accordance with the General Order M-399 (which is available on this Court's website at <http://www.nysb.uscourts.gov>); and (d) be served so as to be actually received by **January 13, 2021 at 4:00 p.m., prevailing Eastern Time**, by: (i) the Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004; (ii) the Debtors, c/o Avianca Holdings S.A., Avenida Calle 26 #

59 – 15 Bogotá, Colombia (Attn: Richard Galindo); (iii) Milbank LLP, 55 Hudson Yards, New York, New York 10001 (Attn: Evan R. Fleck, Esq., Alan J. Stone, Esq., and Gregory A. Bray, Esq.), counsel for the Debtors; (iv) William K. Harrington, U.S. Department of Justice, Office of the U.S. Trustee, 201 Varick Street, Room 1006, New York, NY 10014 (Attn: Brian Masumoto, Est. and Greg Zipes, Esq.); (v) the Securities and Exchange Commission, 100 F Street, NE, Washington, D.C. 20549; (vi) the Federal Aviation Administration, 800 Independence Ave., S.W. Washington, DC 20591 (Attn: Office of the Chief Counsel); and (vii) Morrison & Foerster LLP, 250 West 55th Street New York, NY 10019 (Attn: Brett H. Miller, Esq., Todd M. Goren, Esq. and Erica J. Richards, Esq.), counsel for the Official Committee of Unsecured Creditors.

PLEASE TAKE FURTHER NOTICE that copies of the Motion and other pleadings for subsequent hearings may be obtained free of charge by visiting the KCC website at <http://www.kccllc.net/avianca>. You may also obtain copies of any pleadings by visiting at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

PLEASE TAKE FURTHER NOTICE that your rights may be affected. You should read the Motion carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult with one.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or at a later hearing.

PLEASE TAKE FURTHER NOTICE that you need not appear at the Hearing if you do not object to the relief requested in the Motion.

PLEASE TAKE FURTHER NOTICE that if you do not want the Court to grant the relief requested in the Motion, or if you want the Court to consider your view on the Motion, then you

or your attorney must attend the Hearing. If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter orders granting the relief requested in the Motion with no further notice or opportunity to be heard.

New York, New York
Dated: December 17, 2020

/s/ Evan R. Fleck
Dennis F. Dunne
Evan R. Fleck
Alan Stone
MILBANK LLP
55 Hudson Yards
New York, New York 10001
Telephone: (212) 530-5000
Facsimile: (212) 530-5219

- and -

Gregory A. Bray
MILBANK LLP
2029 Century Park East, 33rd Floor
Los Angeles, CA 90067
Telephone: (424) 386-4000
Facsimile: (213) 629-5063

Counsel for Debtors and Debtors in Possession

Dennis F. Dunne
Evan R. Fleck
Alan J. Stone
MILBANK LLP
55 Hudson Yards
New York, New York 10001
Telephone: (212) 530-5000

Gregory A. Bray
MILBANK LLP
2029 Century Park East,
33rd Floor
Los Angeles, CA 90067
Telephone: (424) 386-4000

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

-----X	:	
In re:	:	Chapter 11
	:	
AVIANCA HOLDINGS S.A., <i>et al.</i> ,	:	Case No. 20-11133 (MG)
	:	
Debtors. ²	:	(Jointly Administered)
	:	
-----X	:	
AVIANCA HOLDINGS S.A., <i>et al.</i> ,	:	
	:	
Plaintiffs.	:	
	:	
v.	:	Adv. Proc. 20-01194-mg
	:	
G4S SECURE SOLUTIONS	:	
INTERNATIONAL INC.,	:	
	:	
Defendant.	:	
-----X	:	

**DEBTORS' MOTION FOR ENTRY OF AN ORDER APPROVING THE SETTLEMENT
AGREEMENT BY AND AMONG DEBTORS, DEFENDANT G4S, AND G4S FACILITY
MANAGEMENT CÍA. LTDA.**

² 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); Islaña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaragüense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aéreo 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); AV Loyalty Bermuda Ltd. (N/A); Aviacorp Enterprises S.A. (N/A). The Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Plaintiffs, the debtors and debtors-in-possession (the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), by and through their attorneys, Milbank LLP, respectfully state the following in support of this motion (the “Motion”).

RELIEF REQUESTED

1. The Debtors seek entry of an order, pursuant to Rule 9019(a) of the Federal Rules of Bankruptcy Procedure, and substantially in the form attached hereto as **Exhibit A** (the “Order”), approving that certain settlement agreement and release, which is annexed to the Order as **Exhibit 1** (the “Settlement Agreement”), by and among the Debtors, G4S Secure Solutions International Inc. (“G4S”), and G4S Facility Management Cía. Ltda. (“G4S Ecuador”).

JURISDICTION AND VENUE

2. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference from the United States District Court for the Southern District of New York, dated February 1, 2012. Pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure, the Debtors consent to the entry of a final order or judgment by this Court. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

3. This adversary proceeding (the “Adversary Proceeding”) arises under Section 362 of the United States Bankruptcy Code (the “Bankruptcy Code”) based on allegations of G4S’s violation of this Court’s automatic stay order. The amended complaint alleges that in the months following the Debtors’ filing of the Chapter 11 Cases, Defendant G4S and its subsidiary G4S Ecuador took the following actions: (1) attempted to collect a prepetition debt from the Debtors; (2) terminated the contract between the parties; (3) commenced mediation proceedings against the

Debtors in Ecuador; and (4) threatened to seize or otherwise possess property of the Debtors' estates. Each of these actions, if established, would be a clear violation of the automatic stay. The Debtors made several attempts to inform G4S and G4S Ecuador that these actions would violate the stay. In mid-June, after negotiations to reach a compromise fell through and G4S Ecuador terminated the contract between the parties, and amidst threats of litigation in Ecuadorean courts by G4S Ecuador, Debtors commenced this Adversary Proceeding.

4. Following the denial of the Debtors' motion for a temporary restraining order, the Court permitted the Debtors to conduct limited discovery. The Debtors subsequently filed an amended complaint [Docket No. 15], which G4S moved to dismiss (the "Motion to Dismiss") [Docket No. 16]. The Court denied the Motion to Dismiss on October 7, 2020. [Docket No. 23]. Additional information regarding the Debtors, G4S, and the claims asserted in this Adversary Proceeding are set forth in the Debtors' amended complaint.

5. After the Court denied the Motion to Dismiss, and the parties moved into fact discovery, the parties engaged in negotiations to reach an amicable resolution of the claims asserted in the Adversary Proceeding. As a result, the Debtors now file this Motion seeking approval of the Settlement Agreement.

THE SETTLEMENT AGREEMENT

6. The Settlement Agreement offers several benefits to the Debtors' estate and effectuating the Settlement Agreement is in the best interests of its stakeholders. The Settlement Agreement, among other things, avoids the uncertainty, delay, and costs associated with protracted litigation to enforce its legal rights against G4S, provides for mutual releases, and protects the Debtors from future attempts to collect on prepetition amounts, as the Chapter 11 Cases move towards plan confirmation. In short, the Settlement Agreement provides:

- The parties agree that G4S Ecuador will take no further steps in the United States or any foreign jurisdiction to collect prepetition amounts owed or seize or possess the Debtors' property in furtherance thereof.
- G4S Ecuador agrees to submit to the jurisdiction of this Court for the purposes of enforcing the Settlement Agreement.
- This Adversary Proceeding will be dismissed with prejudice.
- The parties agree to a mutual release of the claims, with the exception that G4S Ecuador is permitted to file a Proof of Claim should it choose to do so.

BASIS FOR RELIEF

I. Legal Standard

7. Bankruptcy Rule 9019(a) provides that “after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P. 9019(a). Courts in the Second Circuit will consider a number of factors, known as the “Iridium” factors when determining whether a settlement is fair and equitable such that it warrants approval: (a) the balance between the litigation’s possibility of success and the settlement’s future benefits; (b) the likelihood of complex and protracted litigation, with its attendant expense, inconveniences, and delay; (c) the paramount interest of the creditors; (d) whether other parties in interest affirmatively support the proposed settlement; (e) the nature and breadth of releases to be obtained by officers and directors; (f) whether the competency and experience of counsel support the settlement; and (g) the extent to which the settlement is the product of arm’s-length bargaining. *See In re Iridium Operating LLC*, 478 F.3d 452, 462 (2d Cir. 2007).

8. While a settlement need not be the best possible outcome for the Debtors, it must not “fall below the lowest point in the range of reasonableness.” *In re Drexel Burnham Lambert*

Grp., Inc., 134 B.R. 493, 595 (Bankr. S.D.N.Y. 1991). When considering whether a settlement is reasonable, the court does not need to conduct a “mini-trial” of the underlying facts and merits. Instead, it needs only to evaluate those facts that are necessary to allow it to assess the settlement and to make an independent judgment about the settlement. *See In re Charter Commc 'ns*, 419 B.R. 221, 252 (Bankr. S.D.N.Y. 2009) (“The standard does not require that the settlement be the best the debtor could have obtained nor does it require the court to conduct a mini-trial of the questions of law and fact.”); *Nellis v. Shugrue*, 165 B.R. 115, 123 (S.D.N.Y. 1994) (“Although a judge must consider the fairness of the settlement to the estate and its creditors, the judge is not required to assess the minutia of each and every claim.”).

9. Whether to approve a settlement is within the sound discretion of the bankruptcy court. Courts should exercise their discretion in favor of approving a settlement, as settlements are generally favored in bankruptcy. *In re Adelphia Commc 'ns Corp.*, 368 B.R. 140, 226 (Bankr. S.D.N.Y. 2007) (“As a general matter, settlements or compromises are favored in bankruptcy and, in fact, encouraged.”).

II. The Settlement Agreement Represents a Favorable Resolution of the Issues Among the Parties and Reflects the Debtors’ Sound Business Judgment

10. The Debtors contend that settling the Adversary Proceeding in accordance with the terms outlined in the Settlement Agreement is fair and reasonable and in the best interests of the Debtors’ estates and creditors. The Debtors carefully considered the likelihood of success of its claims, the likelihood and extent of any recovery on such claims if successful, as well as the litigation costs that would have been incurred should the Adversary Proceeding have proceeded through discovery and trial.

11. Although in the Debtors’ views, this is not a complicated Adversary Proceeding, litigation would still require the Debtors to expend significant resources conducting discovery,

including but not limited to, taking and defending depositions, and collecting and producing documents. The settlement of this claim avoids the expenditure of those resources, while also providing a benefit to creditors, as G4S and G4S Ecuador have agreed not to take steps to collect on a prepetition debt. Additionally, the Official Committee of Unsecured Creditors has been informed of the settlement agreement and has expressed no objection. The Debtors do not anticipate any other objections to the settlement, and counsel for both sides are experienced bankruptcy attorneys and their negotiations were sophisticated and the product of arm's length negotiations and concession from both sides. For the foregoing reasons, the Debtors believe the Settlement Agreement is reasonable and respectfully request that the Court approve it.

WAIVER OF MEMORANDUM OF LAW

12. The Debtors respectfully request that the Court waive the requirement contained in Rule 9013-1(b) of the Local Bankruptcy Rules for the Southern District that a separate memorandum of law be submitted, as any arguments or authorities relied on in support of this Motion are set forth herein.

RESERVATION OF RIGHTS

13. Nothing contained herein is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, or (ii) a waiver of the Debtors' or any party-in-interest's rights to dispute any such claim. The Debtors expressly reserve their right to assert that any action against the Debtors is subject to the automatic stay.

NOTICE

14. Notice of this Motion has been or will be given to the following parties or, in lieu thereof, to their counsel, if known: (a) G4S; (b) G4S Ecuador; (c) the Standard Parties (as defined in the Order Implementing Certain Case Management and Notice Procedures [Docket No. 47]);

and (c) any party that has requested service pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no further notice need be given.

NO PRIOR REQUEST

15. No prior request for the relief sought herein has been made by the Debtors to this or to any other court.

CONCLUSION

16. Debtors' amended complaint adequately pleads the required elements to state a claim for violation of the automatic stay and clearly alleges that G4S was involved in the decision to violate the stay. Therefore, Debtors have met all the pleading requirements under the Federal Rules of Civil Procedure and relevant case law. For that reason, and those mentioned above, the Debtors respectfully request that the Court grant this Motion.

Dated: December 17, 2020

MILBANK LLP

/s/ Evan R. Fleck
Dennis F. Dunne
Evan R. Fleck
Alan J. Stone
55 Hudson Yards
New York, NY 10001-2163
Telephone: (212) 530-5000
Facsimile: (212) 530-5219

-and-

Gregory A. Bray
2029 Century Park East, 33rd Floor
Los Angeles, CA 90067
Telephone: (424) 386-4000
Facsimile: (213) 629-5063

*Counsel for Debtors and
Debtors-In-Possession*

Exhibit A

Proposed Order

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

-----X	:	
In re:	:	Chapter 11
	:	
AVIANCA HOLDINGS S.A., <i>et al.</i> ,	:	Case No. 20-11133 (MG)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
-----X	:	
AVIANCA HOLDINGS S.A., <i>et al.</i> ,	:	
	:	
Plaintiffs.	:	
	:	
v.	:	Adv. Proc. 20-11194-mg
	:	
G4S SECURE SOLUTIONS	:	
INTERNATIONAL INC.,	:	
	:	
Defendants.	:	
-----X	:	

**ORDER APPROVING THE SETTLEMENT AGREEMENT BY AND AMONG
DEBTORS, DEFENDANT G4S, AND G4S FACILITY MANAGEMENT CÍA. LTDA.**

¹ 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); ; AV Loyalty Bermuda Ltd. (N/A); Aviacorp Enterprises S.A. (N/A). The Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) approving the Settlement Agreement annexed hereto as Exhibit 1, among the Debtors, G4S Secure International, Inc., and G4S Facility Management Cia. Ltda.; all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated February 1, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. The Settlement Agreement is hereby approved. Pursuant to Bankruptcy Rule 9019, the Debtors are authorized to enter into and perform under the Settlement Agreement, and perform, execute, and deliver all documents, and take all actions, necessary to immediately continue and

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

fully implement the Settlement Agreement in accordance with the terms, conditions, and agreements set forth or provided therein. ¶¶

3. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

4. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

5. The Bankruptcy Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2021

UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Settlement Agreement and Release

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release of Claims (hereinafter the “Settlement Agreement”) is made and entered into as of December 17, 2020 (the “Execution Date”) by and among Avianca Holdings S.A., and all affiliated and related debtors in Cases no. 20-11133 (mg) (jointly administered) pending in the United States Bankruptcy Court for the Southern District of New York (collectively, “Avianca” or “Debtors”), G4S Secure Solutions International Inc. (“G4S International” or “Defendant”), and G4S Facility Management Cía. Ltda. (“G4S Ecuador,” and together with G4S International, “G4S”) (each a “Settling Party” and together, the “Settling Parties”).

RECITALS

WHEREAS on May 10, 2020 (the “Petition Date”), Debtors each filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), and Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, by complaint dated July 14, 2020 (the “Complaint”) [Docket No. 1], Debtors commenced an adversary proceeding against G4S International (Ad. Proc. No. 20-01194-mg) (the “Adversary Proceeding”), as amended by an amended Complaint dated September 8, 2020 (the “Amended Complaint”) [Docket No. 15], alleging that G4S Ecuador made improper attempts to collect prepetition debts owed by the Debtors (the “Prepetition Amounts”);

WHEREAS, on September 22, 2020, G4S International moved to dismiss the Amended Complaint (the “Motion to Dismiss”) [Docket No. 16];

WHEREAS, the Bankruptcy Court entered an Order denying the Motion to Dismiss on October 7, 2020 [Docket No. 23];

WHEREAS, the Settling Parties have engaged in negotiations in an effort to reach an amicable resolution of the claims asserted in the Adversary Proceeding without incurring the costs associated with proceeding to trial;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Settling Parties covenant and agree as follows:

1. Recitals. The above Recitals are incorporated herein. The Settling Parties acknowledge that the “Whereas” clauses set forth above are only intended to generally summarize and do not constitute a full recitation of all facts, positions, claims, defenses, or procedural developments relevant to the litigation or characterizations of the same.

2. Releases. Debtors fully and finally release G4S and its affiliates from any claims that the Debtors have asserted, could have asserted, or may have asserted against G4S and its affiliates relating to the matters raised in the Adversary Proceeding, except for claims arising under this Settlement Agreement (including those items specifically referenced in Paragraph 5). G4S and G4S Ecuador fully and finally release the Debtors from any claims that G4S and/or G4S Ecuador have asserted, could have asserted, or may have asserted against the Debtors in the United States or in any foreign jurisdiction, relating to the matters raised in the Adversary Proceeding, except for claims arising under this Settlement Agreement (including those items specifically referenced in Paragraph 5), or a Proof of Claim as permitted by Federal Rule of Bankruptcy Procedure 3002 and 5005. No Settling Party is releasing any right to enforce this Settlement Agreement.

3. Additional Consideration. For the avoidance of doubt, the Settling Parties agree that neither G4S International or G4S Ecuador, nor any of their affiliates or subsidiaries, will take any further steps in the United States or in any foreign jurisdiction (including without limitation,

Ecuador) to collect the Prepetition Amounts from the Debtors or their affiliates, or make any other attempt to seize or possess the Debtors' property.

4. Conditions Precedent. It shall be a condition precedent to the effectiveness of this Settlement Agreement that an Order shall have been duly entered by the Bankruptcy Court approving the Settlement Agreement.

5. Governing Law. This Settlement Agreement, and any disputes related thereto, shall be governed by and be construed in accordance with the laws of the United States. To the extent that federal law does not apply, the laws of the state of New York shall apply without regard to the rule of conflict of laws of the state of New York or any other jurisdiction that would require the application of the law of another jurisdiction. The Settling Parties consent to submit to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Settlement Agreement, and agree not to commence any litigation relating to this Settlement Agreement except in the Bankruptcy Court.

6. Authority. Subject to the entry of the Order, the undersigned counsel and other signatories represent and warrant that they are fully authorized to execute this Settlement Agreement on behalf of the persons and the entities indicated below.

7. Successors and Assigns. The rights and obligations of each of the Settling Parties under this Settlement Agreement shall be binding upon, and inure to the benefit of, any successor or assign of each such Settling Party.

8. Complete Agreement. This Settlement Agreement constitutes the complete agreement of the Settling Parties with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by the Settling Parties or anyone acting on their behalf other than as contained in this Settlement Agreement. Any prior agreements,

promises or representations not expressly set forth in this Settlement Agreement shall be of no force or effect.

9. Amendments. This Settlement Agreement may not be amended, modified, or altered except by a separate agreement in writing signed by each of the Settling Parties.

10. No Party Deemed Drafter. For purposes of construing this Settlement Agreement, this Settlement Agreement shall be deemed to have been drafted by all of the Settling Parties and shall not, therefore, be construed against any Settling Party for that reason in any subsequent dispute.

11. Failure to Enforce. The failure of any Settling Party to enforce a provision of this Settlement Agreement will not constitute a waiver of such Settling Party's right to enforce that provision.

12. Counterparts. This Settlement Agreement may be executed in any number of counterparts, each of which constitutes an original and all of which constitute one and the same Settlement Agreement. E-mails that attach signatures in PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Settlement Agreement.

13. Effective Date. The effective date of this Settlement Agreement is the date upon which the Order approving the Settlement Agreement is entered by the Bankruptcy Court. If the Order is not approved and entered by the Bankruptcy Court, the Settlement Agreement shall be null and void, with no force or effect.

14. Dismissal with Prejudice. Within five (5) business days after the Effective Date, Debtors shall file a Stipulation of Dismissal in the Adversary Proceeding dismissing the Adversary Proceeding as against G4S with prejudice.

[Remainder of Page Intentionally Left Blank]

Agreed to and Accepted this 17th of December, 2020:

The Debtors in *In re Avianca Holdings, S.A.*, no. 20-11133 (mg) (jointly administered)

By:  _____

Richard Galindo Sanchez

General Legal Director

G4S Secure Solutions International Inc.,

By: _____

Fiona Walters, President

G4S Facility Management Cía. Ltda.

By: _____

Andres Ochoa Calle, General Manager

Agreed to and Accepted this 15th of December, 2020:

The Debtors in *In re Avianca Holdings, S.A.*, no. 20-11133 (mg) (jointly administered)

By: _____

Richard Galindo Sanchez

General Legal Director

G4S Secure Solutions International Inc.,

By:  _____

Fiona Walters, President

G4S Facility Management Cía. Ltda.

By: _____

Andres Ochoa Calle, General Manager

Agreed to and Accepted this 15th of December, 2020:

The Debtors in *In re Avianca Holdings, S.A.*, no. 20-11133 (mg) (jointly administered)

By: _____

Richard Galindo Sanchez

General Legal Director

G4S Secure Solutions International Inc.,

By: _____

Fiona Walters, President

G4S Facility Management Cía. Ltda.

ANDRES ALFREDO OCHOA CALLE - 1713477626
Firmado digitalmente por ANDRES ALFREDO OCHOA CALLE - 1713477626
Fecha: 2020.12.15 17:42:58 -05'00'

By: _____

Andres Ochoa Calle, General Manager