

Hearing Date & Time: November 17, 2022 at 10:00 a.m. (prevailing Eastern Time)
Objection Deadline: November 10, 2022 at 4:00 p.m. (prevailing Eastern Time)

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

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In re:	: Chapter 11
AVIANCA HOLDINGS S.A. <i>et al.</i> , ¹	: Case No. 20-11133 (MG)
Debtors and Reorganized Debtors.	: (Confirmed)
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**REORGANIZED DEBTORS’ MOTION FOR ORDER IMPOSING
SANCTIONS FOR VIOLATIONS OF SECTION 524 OF THE
BANKRUPTCY CODE AND DISCHARGE AND INJUNCTION
PROVISIONS OF THEIR CONFIRMED CHAPTER 11 PLAN**

¹ The Debtors and Reorganized Debtors in these chapter 11 cases, and each Debtors’ and Reorganized Debtors’ federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A) n/k/a HVA Associated Corp.; 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 Loyalty Bermuda Ltd. (N/A); AV Taca International Holdco S.A. (N/A); Aviacorp Enterprises 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); Nicaragüense de Aviación, Sociedad Anónima (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). The Debtors’ and Reorganized Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.



Reorganized Avianca Holdings S.A. and its above-captioned affiliates (collectively, the “Reorganized Debtors”) hereby move (the “Motion”) for an order imposing sanctions on the Foreign Plaintiffs (as defined below) for violations of section 524(a)(2) of the Bankruptcy Code and certain provisions of the *Further Modified Joint Chapter 11 Plan of Avianca Holdings S.A. and Its Affiliated Debtors* confirmed on November 2, 2021 (the “Plan”). The relief sought in the Motion is supported by the *Declaration of Elizabeth Riaño Alarcón in Support of the Debtors’ Motion for Order Imposing Sanctions for Violations of Section 524 of the Bankruptcy Code and Discharge and Injunction Provisions of Their Confirmed Chapter 11 Plan* (the “Riaño Declaration”), which is attached hereto as **Exhibit A**. In further support of the relief sought in the Motion, the Reorganized Debtors respectfully state as follows:

BACKGROUND

1. On May 10, 2020 and on September 21, 2020 (each, the “Petition Date”), the Reorganized Debtors’ predecessors in interest (the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors’ chapter 11 cases were jointly administered pursuant to Bankruptcy Rule 1015(b) and the *Amended Order (I) Directing Joint Administration of Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 73] and the *Order Directing Certain Orders in Chapter 11 Cases of Avianca Holdings S.A., et al. Be Made Applicable to Subsequent Debtors* [Docket No. 1030].

2. The Debtors operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code until they emerged from bankruptcy protection on December 1, 2021. Additional information regarding the Debtors’ business, capital structure, and the circumstances leading to the filing of their chapter 11 cases is

set forth in the *Declaration of Adrian Neuhauser in Support of the Debtors' Chapter 11 Petitions and First Day Orders* [Docket No. 20].

3. On November 2, 2021, the Court entered the *Order (I) Confirming Further Modified Joint Chapter 11 Plan of Avianca Holdings S.A. and Its Affiliated Debtors and (II) Granting Related Relief* [Docket No. 2300] (the “Confirmation Order”), and the Plan became effective on December 1, 2021 (the “Effective Date”). See *Notice of (I) Entry of Order Confirming Further Modified Joint Chapter 11 Plan of Avianca Holdings S.A. and Its Affiliated Debtors, (II) Occurrence of Effective Date, and (III) Final Deadlines for Filing Certain Claims* [Docket No. 2384].

FOREIGN LITIGATION CLAIMS

4. As of the applicable Petition Date, various judicial proceedings were pending against certain Debtors in Colombia and Brazil. In addition, numerous actions, mostly on account of claims that arose before the applicable Petition Date, were filed in these countries against certain Debtors after the applicable Petition Date (the together with the prepetition proceedings, the “Foreign Actions”). Hundreds of plaintiffs in the Foreign Actions (the “Foreign Plaintiffs”) filed proofs of claim in the Debtors’ chapter 11 cases (the “Proofs of Claim”) without discontinuing their Foreign Actions.²

5. Pursuant to section 1141(d)(1)(A) of the Bankruptcy Code, the confirmation of the Plan has discharged the Debtors “from any debt that arose before the date of such confirmation” 11 U.S.C. § 1141(d)(1)(A). Furthermore, section 524(a) of the Bankruptcy Code provides that the foregoing discharge “operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset”

² The Proofs of Claim that have not been withdrawn voluntarily to date and the claims underlying the Foreign Actions (the “Foreign Litigation Claims”) are listed on **Schedule 1** to the proposed order attached hereto as **Exhibit B**.

any “debt discharged under section . . . 1141 [of the Bankruptcy Code].” 11 U.S.C. § 524(a)(1), (2).

6. To give effect to the foregoing provisions of the Bankruptcy Code, (i) section IX.B. of the Plan provides that, except as otherwise provided therein, the Plan treatment provided to all Claims “shall be in exchange for and in complete satisfaction, discharge, and release of all claims and interests of any nature whatsoever,” and all such Claims “shall be satisfied, discharged and released in full, and the applicable Debtor’s liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all entities shall be precluded from asserting against such Debtors, such Debtors’ estates, the applicable Reorganized Debtors, their successors and assigns and their assets and properties any other Claims . . . based upon any documents, instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date” (the “Discharge Provision”) and (ii) section IX.G of the Plan permanently enjoins all holders of Claims against the Debtors, from and after the Effective Date, from taking the following actions (among others), against the Debtors or Reorganized Debtors: “commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims,” as well as from “enforcing, collecting, attaching or recovering by any manner or means any judgment, award, decree or order against such entities on account of or in connection with or with respect to any such claims” (the “Injunction Provision”).

7. The very broad definition of “Claim” in section 101(5) of the Bankruptcy Code (which the Plan adopts) that, among other things, includes every “right to payment, whether or not such right is reduced to judgment, . . . unliquidated, . . . contingent, . . . disputed, . . . legal, equitable, secured or unsecured,” clearly covers the Foreign Litigation Claims. Moreover, by virtue of filing

their respective Proofs of Claim, the Foreign Plaintiffs have subjected themselves to the equitable jurisdiction in this Court. See, e.g., Katchen v. Landy, 382 U.S. 323, 337 (1966); Bankruptcy Servs. v. Ernst & Young (In re CBI Holding Co.), 529 F.3d 432, 466 (2d Cir. 2008) (citing Granfinanciera v. Nordberg, 492 U.S. 33, 58 (1989)). As such, the Foreign Litigation Claims and the Foreign Plaintiffs are subject to both the Bankruptcy Code and the provisions of the Plan and the Confirmation Order.

8. The Foreign Plaintiffs were given notice of both the Debtors' efforts to gain approval of the Disclosure Statement and of the confirmation of the Plan. See Certificate of Service [Docket No. 202] (certifying service of the *Notice of Hearing on Debtors Motion For Entry of an Order (I) Approving the Disclosure Statement; (II) Approving Solicitation and Voting Procedures; (III) Approving Forms of Ballots; (IV) Establishing Procedures for Allowing Certain Claims for Voting Purposes; (V) Scheduling a Confirmation Hearing; and (VI) Establishing Notice and Objections Procedures*); Certificate of Service [Docket No. 2401] (certifying service of the *Notice of (I) Entry of Order Confirming Further Modified Joint Chapter 11 Plan of Avianca Holdings S.A. and its Affiliated Debtors, (II) Occurrence of Effective Date, and (III) Final Deadlines for Filing Certain Claims* [Docket No. 2384]). The Reorganized Debtors have written to the Foreign Plaintiffs and spoken to many of them (or their counsel where such information was available) to inform them of the violations. See Riaño Decl. at ¶¶ 4-11. In addition, the Reorganized Debtors have sent claimants and/or their counsel a written final demand reiterating the approval and contents of the Plan and demanding that the Foreign Plaintiffs withdraw their claims either in the applicable foreign jurisdiction or in the Bankruptcy Court. See id. Thus, the Foreign Plaintiffs were (or should have been) aware that their continued prosecution of the Foreign Actions violates the Discharge Provision and Injunction Provision of the Plan, as well as

section 524 of the Bankruptcy Code. Most recently, the Reorganized Debtors sent written communications to the Foreign Plaintiffs (or their counsel) demanding that they either discontinue the applicable Foreign Action(s) or withdraw their Proof(s) of Claim. See id.

RELIEF REQUESTED

9. The Reorganized Debtors respectfully request the Court to enter an order, substantially in the form attached hereto as **Exhibit B**, imposing the following sanctions on the Foreign Plaintiffs: (a) provisionally disallowing the Foreign Litigation Claims in their entirety until the date that is 30 days after entry of the order granting this Motion (the “Deadline”) and, on the Deadline, either (i) reinstating the Foreign Litigation Claims of those Foreign Plaintiffs who had, by such date, discontinued the applicable Foreign Action(s) with prejudice or (ii) disallowing the Foreign Litigation Claims of those Foreign Plaintiffs who had failed to do so in their entirety on a final basis and have them expunged from the claims register maintained by the Debtors’ claims and solicitation agent (the “Claims Register”) or (b) in the alternative, equitably subordinate the Foreign Litigation Claims to claims in Class 16.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

11. The bases for the relief requested in the Objection are sections 105(a), 510(c), 524, and 1141 of the Bankruptcy Code.

BASIS FOR REQUESTED RELIEF

A. Discharge Violations.

12. As described above, by refusing to discontinue the Foreign Actions, the Foreign Plaintiffs have violated the discharge and injunction provisions of the Bankruptcy Code, the Plan,

and the Confirmation Order. Accordingly, the Reorganized Debtors ask this Court to exercise its contempt powers and impose sanctions on the Foreign Plaintiffs in the form requested.

1. Applicable Legal Standards

13. In its decision in Taggart v. Lorenzen, the Supreme Court established that a court is authorized under the Bankruptcy Code to impose civil contempt sanctions when “there is *no objectively reasonable basis for concluding that the creditor’s conduct might be lawful under the discharge order.*” 139 S. Ct. 1795, 1801 (2019) (emphasis added). Although the Foreign Actions clearly violate both section 524 of the Bankruptcy Code and the Discharge and Injunction Provisions of the Plan, and though the Foreign Plaintiffs have been informed of these violations, the Foreign Plaintiffs have refused to discontinue such actions and, instead, pursue the Foreign Litigation Claims in this Court in accordance with the claims reconciliation procedures established by the Plan. Under these facts, there is no objectively reasonable basis for concluding the Foreign Plaintiff’s actions might be lawful under the Bankruptcy Code or the Discharge Provision and Injunction Provisions of the Plan. Thus, under the standard imposed in Taggart, civil contempt sanctions are warranted here.

14. Section 105(a) of the Bankruptcy Code gives this Court the power to “issue any order . . . that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a). This provision gives this Court the power to “tak[e] any action . . . necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.” Id.³ According to the Second Circuit, “11 U.S.C. § 105 is an omnibus provision phrased in such general terms as to be the basis for a broad exercise of power in the administration of a bankruptcy

³ While “abuse of process” is not defined in the Bankruptcy Code, courts often define it as “maneuvers or schemes which would have the effect of undermining the integrity of the bankruptcy system.” In re Miszko, 627 B.R. 809, 816 (Bank. S.D.N.Y. 2021) (internal citations omitted).

case. The basic purpose of [§] 105 is to assure the bankruptcy courts power to take *whatever action is appropriate or necessary* in aid of the exercise of their jurisdiction.” In re Casse, 198 F.3d 327, 336 (2d Cir. 1999) (emphasis added).

15. The mechanism through which courts may take “whatever action appropriate or necessary” to protect the “integrity of the bankruptcy system” is their statutory contempt powers under section 105(a), as well as “whatever inherent contempt powers the court may have.” Bessette v. AVCO Fin. Servs., Inc., 230 F.3d 439, 445 (1st Cir. 2000). Those contempt powers “inherently include the ability to sanction a party.” Id. (citing Hardy v. United States (In re Hardy), 97 F.3d 1384, 1389–90 (11th Cir.1996) (recognizing that courts’ contempt powers include authority to grant various forms of relief “to the extent . . . necessary and appropriate to carry out the provisions of the Bankruptcy Code”)); see also Cherry, III v. Arendall (In re Cherry, III), 247 B.R. 176, 187 (Bankr. E.D. Va. 2000) (“The measure of the court’s power in civil contempt proceedings is determined by the *requirements of full remedial relief.*”) (emphasis added).

16. Thus, there is no doubt that section 105(a) provides statutory authority for this Court to impose appropriate sanctions “upon those who . . . fail to comply with court orders.” In re Globo Comunicacoes e Participacoes S.A., 317 B.R. 235, 247 (S.D.N.Y. 2004). Nor is there any question that this authority may be employed to sanction those who violate the discharge injunction imposed by section 524 of the Bankruptcy Code. See, e.g., Taggart v. Lorenzen, 139 S. Ct. at 1804; Bessette v. AVCO Fin. Servs., 230 F.3d at 445 (collecting cases).

17. Generally, “Federal Courts consider two factors in determining whether to hold a party in civil contempt: whether the alleged contemnor had notice of the court order, and whether that person complied with the order.” In re Residential Capital, LLC, 571 B.R. 581, 585 (Bankr. S.D.N.Y. 2017). In addition, “[t]o justify a civil contempt order, a movant must establish that

(1) the order the contemnor failed to comply with is clear and unambiguous, (2) the proof of noncompliance is clear and convincing, and (3) the contemnor has not diligently attempted to comply in a reasonable manner.” Weston Capital Advisors v. PT Bank Mutiara, Tbk, 738 F. App’x 19, 21 (2d Cir. 2018). The Supreme Court has clarified that when a court uses its civil contempt power (including in the bankruptcy context when invoked in conjunction with sections 105(a) and 524 of the Bankruptcy Code), an additional finding of bad faith or willfulness is not required. Taggart v. Lorenzo, 139 S. Ct. at 1804.

18. Generally, bankruptcy courts award two types of sanctions under their civil contempt power: coercive sanctions to encourage compliance or damages for monetary harm. See Taggart v. Lorenzen, 139 S. Ct. at 1801; McComb v. Jacksonville Paper Co., 336 U.S. 187, 191 (1949) (“Civil contempt . . . is a sanction to enforce compliance with an order of the court or to compensate for losses or damages sustained by reason of noncompliance.”); Bartel v. Shugrue (In re Ionosphere Clubs, Inc.), 171 B.R. 18, 21 (S.D.N.Y. 1994).

2. Foreign Plaintiffs Should Be Sanctioned for Violating the Debtors’ Discharge

19. There is no doubt that the Foreign Plaintiffs violated the discharge and injunction provisions of the Bankruptcy Code, the Plan, and the Confirmation Order by refusing to discontinue the Foreign Actions. Nor is there any doubt that section 524 of the Bankruptcy Code, as well as the Discharge and Injunction Provisions, are “clear and unambiguous,” that the Foreign Plaintiffs’ non-compliance is readily ascertainable, and that the Foreign Plaintiffs failed to “diligently attempt to comply in a reasonable manner” with either the Bankruptcy Code or the Court’s orders. To the contrary, the Foreign Plaintiffs have either ignored the Reorganized Debtors’ explanations of the Discharge and Injunction Provisions, or have affirmatively threatened to pursue a double recovery. See Riaño Decl. at ¶¶ 5-11. Accordingly, there are ample grounds

for the Court to exercise its contempt powers and impose sanctions on the Foreign Plaintiffs in the form requested.

20. Of course the Reorganized Debtors recognize that, while considerable discretion is conferred on the Court by section 105(a), such discretion is not unlimited, in that it is not “a roving commission to do equity.” Chiasson v. J. Louis Matherne & Assocs., 4 F.3d 1329, 1334 (5th Cir. 1993). Section 105(a) does not create new substantive rights, rather, it may only be invoked to preserve a right already provided in the Bankruptcy Code. Noonan v. Sec’y of Health & Human Servs. (In re Ludlow Hosp. Soc’y, Inc.), 124 F.3d 22, 28 (1st Cir.1997).

21. Clearly, by its plain terms, section 524(a) of the Bankruptcy Code creates a “substantive right” for the Reorganized Debtors to be free from “a broad array of collection tactics” with respect to discharged debt. Malone v. Norwest Fin. Calif., Inc., 245 B.R. 389, 395 (E.D. Cal. 2000). Thus, it is well within the Court’s discretion to invoke its contempt powers to sanction discharge violations by granting whatever relief may be necessary to achieve the “full remedial effect.”

22. While it is true that the Bankruptcy Code does not provide for “equitable disallowance” of claims, equity does play a part in the claims disallowance process. See, e.g., Pepper v. Litton, 308 U.S. 295, 308 (1939) (stating that, in passing upon what claims should be allowed or disallowed, the bankruptcy court sits as a court of equity and, as such, is empowered “to sift the circumstances surrounding the claim to see that injustice or unfairness is not done in administration of the bankrupt estate;” U.S. v. Clark, 145 B.R. 275 (E.D. Ark. 1992) (affirming bankruptcy court’s disallowance of IRS’s claim where bankruptcy court, “[e]xercising its broad equitable powers, . . . concluded that ‘it would be inherently unfair for the IRS to assess interest and penalties’” under the circumstances of that case); 2 Collier on Bankruptcy ¶ 105.02 (16th ed.

2021) (“Courts have used . . . section 105 to resolve issues regarding . . . the assets under their control *and the claims related to them* . . .”) (emphasis added).

23. Moreover, the Reorganized Debtors are not seeking equitable disallowance of the Foreign Litigation Claims: they are not asking the Court to disallow the Foreign Litigation Claims because of some inequitable or egregious conduct by the Foreign Plaintiffs; instead, the Reorganized Debtors are merely seeking the only remedies available to them to assure the full panoply of benefits vouchsafed to them and their creditors by Congress. The relief the Reorganized Debtors are seeking is the only way to assure, under the unique circumstances of these cases, that various stakeholder rights are vindicated, and fundamental bankruptcy policies honored, such as the Reorganized Debtors’ fresh start and equitable distribution among the Debtors’ similarly situated creditors.

24. As the Foreign Plaintiffs have already demonstrated their contempt for this Court’s orders and for the jurisdictional reach of the Bankruptcy Code, the Reorganized Debtors believe that little can be achieved by this Court merely issuing an injunction directing the Foreign Plaintiffs to discontinue the Foreign Actions and pursue their Foreign Litigation Claims in this Court. Thus, the Reorganized Debtors are resigned to the fact that they most likely will have to litigate many of the Foreign Actions in the fora where they were commenced. However, this Court has the power to prevent any windfall to the Foreign Plaintiffs by ensuring that they will not be in the position to collect more than once on the same prepetition claims. Leaving them in the position to do so would violate the fundamental policy of equitable distribution among similarly situated creditors.

25. Courts often resort to equitable considerations to avoid the possibility of double recovery by creditors that would allow them to vault over other, similarly situated creditors. Thus, in In re Sentinel Management Group, Inc., 417 B.R. 542 (Bankr. N.D. Ill. 2009), where a creditor

had recourse for the same claim in two separate proceedings, the court stated that “equity and good conscience . . . dictate that the Court disallow [the creditor’s] claim without prejudice to its claim [in the other proceeding] so as not to afford [it] an advantage over other [similarly situated creditors]. Equity favors disallowance of [the creditor’s] claim so that [it] does not receive more than other . . . similarly situated [creditors].” *Id.* at 554.

26. True, section 502(b) of the Bankruptcy Code does not enumerate “risk of double recovery” as one of the grounds for mandatory disallowance of a claim. But that is because, under normal circumstances, this risk is eliminated by the combination of section 502(b)(1) (for debts that either have already been paid or otherwise expose the debtor to such risk (as, for example, claims for both default interest and late charges⁴)) and section 1141 (for debts that have been discharged). However, it is abundantly clear that, in drafting section 502 of the Bankruptcy Code, Congress was very mindful of the necessity to eliminate the possibility of double recovery and unequal treatment of similarly situated creditors generally. *See, e.g.*, section 502(d) (disallowing claims of those entities that have already received property from the debtor that would allow them to collect more than similarly situated creditors)⁵ or section 502(e) (disallowing contingent claims of co-obligors for reimbursement or contribution).⁶

27. Finally, in circumstances where there was a risk of double recovery and thus of unequal treatment of similarly situated creditors, courts have used temporary disallowance of claims as an appropriate remedy. *See, e.g., In re Circuit City Stores, Inc.*, 426 B.R. at 578 (temporarily disallowing reclamation claims and holding them in abeyance pending outcome of

⁴ *See, e.g., In re Brandywine Townhouses, Inc.*, 518 B.R. 671, 680 (Bankr. N.D. Ga. 2014).

⁵ *See, e.g., In re Circuit City Stores, Inc.*, 426 B.R. 560, 578 (Bankr. E.D. Va. 2010).

⁶ *See, e.g., In re Lyondell Chem. Co.*, 442 B.R. 236, 253 (Bankr. S.D.N.Y. 2011) (explaining that the “important purpose” of section 502(e)(1)(B) is to avoid double recovery); *In re Chemtura Corp.*, 443 B.R. 601, 622 (Bankr. S.D.N.Y. 2011) (same). Similarly, to avoid double recovery, in calculating claims under section 502(b)(6), one must take into consideration any mitigation by the landlord. *See, e.g., In re Episode USA, Inc.*, 202 B.R. 691, 696 (Bankr. S.D.N.Y. 1996).

preference litigation to prevent double recovery). Courts have also acknowledged that it is appropriate to give contemnors an opportunity to remedy the objectional conduct before imposing sanctions. See, e.g., In re Windstream Holdings, Inc., 627 B.R. 32, 49 (Bankr. S.D.N.Y. 2021) (stating that a court “may and sometimes should give the alleged contemnor the chance” to remedy the conduct for which contempt sanctions are sought before imposing such sanctions).⁷

28. To the extent the Court declines to disallow the Foreign Litigation Claims, as a method of sanctioning the Foreign Plaintiffs, the Court may substantively subordinate the Foreign Litigation Claims to claims in Class 16 under section 510(c) of the Bankruptcy Code. Section 510(c)(1) provides that the Court may, “under principles of equitable subordination, subordinate for purposes of distribution all or part of an allowed claim to all or part of another allowed claim or all or part of an allowed interest to all or part of another allowed interest....” 11 U.S.C. § 510(c)(1). This Bankruptcy Code provision is a common “remedy for claims subject to equitable attack,” In re Lightsquared, Inc., 504 B.R. 321, 342 (Bankr. S.D.N.Y. 2013), “empower[ing] the bankruptcy court to consider whether ‘notwithstanding the apparent legal validity of a particular claim, the conduct of the claimant in relation to other creditors is or was such that it would be unjust or unfair to permit the claimant to share *pro rata* with the other claimants of equal status.’” In re Aeropostale, Inc., 555 B.R. 369, 397 (Bankr. S.D.N.Y. 2016) (internal quotations omitted).

NO PRIOR REQUEST

29. The Reorganized Debtors have not previously sought the relief requested herein from this or any other court.

⁷ The Windstream court clarified, however, that “even if the court does not have such an opportunity, a plaintiff is not relieved of the duty to mitigate.” Id.

RESERVATION OF RIGHTS

30. The Reorganized Debtors reserve all of their rights with respect to any arguments they can make in the Foreign Actions.

NOTICE

31. Notice of the Motion has been provided to all Foreign Plaintiffs and, where available, their respective attorneys, the Office of the U.S. Trustee, and all other parties entitled to notice pursuant to Bankruptcy Rule 2002. The Reorganized Debtors submit that no other or further notice need be given.

32. WHEREFORE, the Reorganized Debtors respectfully request entry of the proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: New York, New York
November 3, 2022

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Exhibit A to Contempt Motion

Riaño Declaration

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

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: In re: : Chapter 11
: :
: AVIANCA HOLDINGS S.A. *et al.*,¹ : Case No. 20-11133 (MG)
: :
: Debtors and Reorganized Debtors. : (Confirmed)
: :
-----X

**DECLARATION OF ELIZABETH RIAÑO ALARCÓN IN SUPPORT OF
REORGANIZED DEBTORS’ MOTION FOR ORDER IMPOSING SANCTIONS FOR
VIOLATIONS OF SECTION 524 OF THE BANKRUPTCY CODE AND DISCHARGE
AND INJUNCTION PROVISIONS OF THEIR CONFIRMED CHAPTER 11 PLAN**

I, Elizabeth Riaño Alarcón, make this declaration (the “Declaration”) pursuant to 28 U.S.C. § 1746 and state as follows:

Background

1. I am a Labor Litigation Coordinator and Legal Representative at Aerovías del Continente Americano S.A. Avianca (“Avianca”). In my capacity in those roles, I represent Avianca in certain hearings and have authority to settle legal disputes. I have worked at Avianca since June 2017 and have been in my current role since October 2020.

¹ The Debtors and Reorganized Debtors in these chapter 11 cases, and each Debtors’ and Reorganized Debtors’ federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A) n/k/a HVA Associated Corp.; 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 Loyalty Bermuda Ltd. (N/A); AV Taca International Holdco S.A. (N/A); Aviacorp Enterprises 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); Nicaragüense de Aviación, Sociedad Anónima (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). The Debtors’ and Reorganized Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.

2. In my capacity as Labor Litigation Coordinator and Legal Representative, I am authorized to submit this declaration in support of the *Reorganized Debtors' Motion for Order Imposing Sanctions for Violation of Section 524 of the Bankruptcy Code and Discharge and Injunction Provisions of Their Confirmed Chapter 11 Plan* (the "Motion").²

3. I am generally familiar with the Debtors' and the Reorganized Debtors' efforts to address the problem of the pendency of the Foreign Actions. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, or my opinion based upon my experience, knowledge, and information concerning the Debtors' and the Reorganized Debtors' operations and legal affairs. If called upon to testify, I would testify to the facts set forth herein.

Efforts to Have the Foreign Litigation Claims Withdrawn Consensually

4. As of the date of this Declaration, Foreign Plaintiffs have filed 169 Proofs of Claim in these cases without having discontinued their respective Foreign Actions.³ A complete list of these Proofs of Claim is set forth at **Schedule 1** to the proposed order attached to the Motion. The vast majority of these Foreign Plaintiffs are represented by one of seven attorneys. Both the Debtors and the Reorganized Debtors have repeatedly communicated with each of these attorneys (as well as each other Foreign Plaintiff through various means of communication) to inform them that their continued prosecution of the Foreign Actions violated the discharge and injunction provisions of the Bankruptcy Code, the Plan, and the Confirmation Order. Avianca has either settled the Proofs of Claim, or, in response to our communications, many of the claimants have agreed to withdraw their Proofs of Claim. Our communications with the claimants' counsel, or

² Capitalized terms used, but not otherwise defined, herein have the meanings set forth in the Motion.

³ The Foreign Action which is the subject of claim numbered 3738 has been resolved in Avianca's favor. The Reorganized Debtors reserve the right to object to claim numbered 3738 on the grounds that the Colombian court has definitely resolved this claim against the claimant.

the claimants directly, whose claims continue to be pursued in two jurisdictions are explained below.⁴

Any Katherine Alvarez Castillo

5. Ms. Alvarez represents Foreign Plaintiffs who filed 11 Proofs of Claim. I first spoke to Ms. Alvarez over the telephone around mid-February of 2022 and informed her that the continuation of her clients' Foreign Actions violated the Discharge Provision and Injunction Provision of the confirmed Plan. On that call, Ms. Alvarez told me that she would speak with her clients and respond to Avianca by the end of February.

6. As no further communication from Ms. Alvarez followed, on or around July 19, 2022, I sent Ms. Alvarez a written demand reiterating that the continued prosecution of her clients' Foreign Actions violated the Discharge Provision and Injunction Provision. A copy of that letter is attached as Attachment 1 to this Declaration. This written demand set a deadline of August 8, 2022 for Ms. Alvarez's client to agree either to discontinue their respective Foreign Actions or to withdraw their Proofs of Claim. After the August 8 deadline passed, on or around August 30, 2022, I redelivered the same letter to Ms. Alvarez. Despite the repeated attempts to solicit a response from Ms. Alvarez, Avianca has yet to receive a response from her.

Diego Fernando Ballen Boada

7. Mr. Ballen represents Foreign Plaintiffs who filed 156 Proofs of Claim. Twice in early 2022 Jose Luis Avella, who is no longer an Avianca employee, spoke on the phone with Mr. Ballen, informing him that that the pendency of his clients' Foreign Actions violated the Discharge Provision and Injunction Provision and requested they either discontinue their

⁴ Three additional claims were inadvertently not listed in the final notices sent to two of the counsel identified below – one filed by a claimant represented by Any Katherine Alvarez Castillo and two filed by claimants represented by Diego Fernando Ballen Boada. Regardless, these counsel have had ample notice of the applicability of the Plan to all of their clients' claims, and neither counsel has shown any willingness to withdraw their contemptuous litigation on behalf of any client.

respective Foreign Actions or withdraw their Proofs of Claim. Mr. Ballen refused to do either. He took the position that his clients would not benefit from either course and asserted that the possibility of his clients' double recovery should encourage the Reorganized Debtors to settle with his clients.

8. On or around July 19, 2022, I sent Mr. Ballen a written demand, referencing our previous communications and reiterating how his client's continued prosecution of their Foreign Actions violated the Discharge Provision and Injunction Provision. The written demand provided Mr. Ballen's clients a deadline of August 8, 2022 by which to decide whether they wanted to discontinue their respective Foreign Actions or withdraw their Proofs of Claim. A copy of that letter is attached as **Attachment 2-A** to this Declaration.

9. Via letter dated July 21, 2022, Mr. Ballen responded (attached, together with a fair and accurate translation, as **Attachment 2-B** to this Declaration) asking for the legal basis that would require his clients to withdraw their Proofs of Claim. He stated that he did not believe his clients have an obligation to choose between prosecuting their claims in this Court or in the Colombian courts. On or around August 2, 2022, I sent Mr. Ballen a letter (attached as **Attachment 2-C** to this Declaration) reiterating the bases for Avianca's demand.

10. In a letter dated August 11, 2022 (attached, together with a fair and accurate translation as **Attachment 2-D**), Mr. Ballen responded that his clients refused to withdraw their claims in either Colombia or the Bankruptcy Court.

Cibele Dos Santos

11. Cibele Dos Santos represents one claimant who is also prosecuting an action in Brazil. Around January 2022, Avianca employee Luciana Aparecida Castellain Borges, spoke on the phone with Ms. Dos Santos about the status of her client's claim. In a January 31, 2022 email,

Ms. Castellain followed up on the call and reiterated that the Plan had been confirmed and asked whether Ms. Dos Santos's client would withdraw their Proof of Claim. Ms. Dos Santos responded via email on February 1, 2022, stating that her client would not withdraw it.

12. Subsequently, on August 25, 2022, to confirm her client's position and to reiterate that the Foreign Actions violate the Discharge Provision and Injunction Provision, Ms. Castellain sent a written demand (attached as **Attachment 3** to this Declaration) explaining again the status of the chapter 11 cases, that the Plan has been confirmed and contains the Discharge Provision and the Injunction Provision. The written demand provided Ms. Dos Santos's client a deadline of August 31, 2022 by which to decide whether the client wanted to discontinue the Foreign Action or withdraw the Proof of Claim. Though the August 31 deadline has passed, Avianca has not received a response from Ms. Dos Santos.

Conclusion

13. As detailed above, with the exception of one attorney who agreed to withdraw her client's Proofs of Claim, the Reorganized Debtors have either received no response from the Foreign Plaintiffs' counsel or they have been informed that the Foreign Plaintiffs intend to continue to prosecute their Foreign Litigation Claims in both the applicable foreign jurisdiction and in these chapter 11 cases.

14. Based on the above facts, I believe it is proper for the Court to enter the proposed Order, granting the relief requested in the Motion.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Date: November 2, 2022

/s/ Elizabeth Riaño Alarcón
Elizabeth Riaño Alarcón

Attachment 1 to Riaño Declaration

Letter from Riaño to Alvarez Dated July 19, 2022

Bogotá D.C., 19 de julio de 2022

Señora
Any Katherine Álvarez Castillo
La ciudad

Ref.: Solicitud desistimiento reclamaciones
Capítulo 11.

Ref.: Request to withdraw chapter 11 claims

Apreciada señora Álvarez:

Dear Ms. Álvarez:

Le escribo con relación a las reclamaciones que sus clientes han radicado contra Avianca Holdings S.A. o sus subsidiarias ("Avianca") en el proceso de bancarrota en los Estados Unidos de Avianca (Caso del Capítulo 11 N°. 20-11133, el "Caso del Capítulo 11"), que se desarrolla ante la Corte de Bancarrota de los Estados Unidos del Distrito Sur de Nueva York (la "Corte de Bancarrota").

I am writing to you in regard to claims that your clients have filed against Avianca Holdings S.A. or its subsidiaries (collectively, "Avianca") in Avianca's U.S. bankruptcy case (Chapter 11 Case N°. 20-11133, the "Chapter 11 Case"), which is pending before the U.S. Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

Bajo el plan de reorganización de Avianca (el "Plan"), que fuera confirmado por orden de la Corte de Bancarrota el 2 de noviembre de 2021 (la "Orden de Confirmación"), Avianca realizará ciertas distribuciones a tenedores de ciertos reclamos permitidos bajo el Caso del Capítulo 11. A cambio, todos los reclamos contra Avianca han sido completamente cancelados. Adicionalmente, el Plan y la Orden de Confirmación restringen la habilidad de todos los tenedores de reclamos para comenzar o continuar cualquier acción legal para obtener un cobro bajo sus reclamaciones, excepto de conformidad con el proceso de resolución de reclamaciones bajo el Caso del Capítulo 11. La Orden de Confirmación y el Plan se adjuntan a esta carta como Anexo 1, junto con una traducción de las disposiciones relevantes como Anexo 2.

Under Avianca's plan of reorganization (the "Plan"), which was confirmed by order of the Bankruptcy Court on 2 November 2021 (the "Confirmation Order"), Avianca will make certain distributions to holders of allowed claims in the Chapter 11 Case. In exchange, Avianca has been completely discharged from all claims. Furthermore, the Plan and the Confirmation Order enjoin all claim holders from commencing or continuing any legal action to recover on their claims except through the claims resolution process in the Chapter 11 Case. The Confirmation Order and the Plan are attached to this letter as Annex 1, along with a translation of relevant provisions as Annex 2.

A partir de nuestra revisión de las reclamaciones radicadas en Caso del Capítulo 11, encontramos que sus clientes han registrado 8 reclamaciones, las que se listan en el Anexo 3. Asimismo, parece ser que cada uno de sus clientes continúa intentando litigar los mismos reclamos contra Avianca ante cortes colombianas.

Through our review of claims filed in the Chapter 11 Case, we have found that your clients have filed 8 claims, which are listed in Annex 3. Furthermore, it appears that each of your clients is attempting to continue to litigate the same claims against Avianca in Colombian courts.

No encontramos razonable que sus clientes estén intentando cobrar respecto a sus reclamaciones en múltiples foros, en violación de la cancelación de reclamaciones dispuesta por el Plan y de la medida cautelar establecida en la Orden de Confirmación que impide que se litigue respecto a dichas reclamaciones fuera del Caso del Capítulo 11. Por esta razón, usted fue contactado en meses pasados por Elizabeth Riaño Alarcón, Coordinadora de Litigios Laborales. La Sra. Riaño le solicitó que eligiera entre (a) desistir de sus reclamaciones de bancarrota y continuar con los casos pendientes (en Colombia) o (b) desistir de las demandas en curso en Colombia y recibir distribuciones bajo el Caso del Capítulo 11.

Por medio de esta comunicación nuevamente insistimos en que sus clientes realicen una elección respecto a si perseguirán sus reclamos ante la Corte de Bancarrota o ante el sistema judicial colombiano. Se adjunta como Anexo 4 a esta carta un formulario para que sus clientes puedan desistir de sus reclamaciones. Si sus clientes no desisten de sus reclamaciones bajo el capítulo 11 o, en su defecto, acuerdan desistir de sus litigios en Colombia antes del 29 de julio de 2022, requeriremos a la Corte de Bancarrota la desestimación completa de las reclamaciones de sus clientes.

Estamos disponibles para conversar respecto a este tema, y esperamos que nos informe sobre la decisión de sus clientes a más tardar el día **08 de agosto de 2022**.

Atentamente,

Your clients' attempts to recover on their claims in multiple forums is unacceptable and violates the Plan's discharge of those claims and the Confirmation Order's injunction against litigating those claims outside the Chapter 11 Case. For this reason, you were contacted earlier this year by Elizabeth Riaño Alarcón, Avianca's Social Security and Litigations Coordinator. Ms. Riaño requested that your clients elect to either (a) withdraw the claims they had asserted in the Chapter 1 Case while continuing to pursue their pending litigation in Colombia or (b) withdraw the Colombian litigation and accept distributions under the Plan in the Chapter 11 Case.

With this communication we again insist that your clients make an election to pursue their claims either in the U.S. Bankruptcy Court or in the Colombian judicial system. A form that you or your clients need to submit to withdraw their claims is attached to this letter as Annex 4. If your clients do not withdraw their claims asserted in the Chapter 11 Case or agree to withdraw, with prejudice, their Colombian litigation by 29 July 2022, we will request the Bankruptcy Court to disallow their claims in full.

We are available to discuss this matter and expect you to inform us of your clients' decisions no later than **08 of august of 2022**.

Sincerely,



Diana Medina
Gerente de Relaciones Laborales
Asuntos Individuales



Annex 1
The Confirmation Order and Plan

[PDF ATTACHED IN MAIL]

Annex 2.
Confirmation Order, paragraph 12
Plan articles IX.B and IX.E.

Anexo 2: Partes relevantes de la Orden de Confirmación y del Plan de Reorganización

Orden de confirmación del Plan de Reorganización para Capítulo 11, párrafo 12:

12. De acuerdo con la Regla 3020(c)(1), las siguientes provisiones del Plan están expresamente aprobadas y se harán efectivas en la fecha que el Plan se haga efectivo sin necesidad de otra orden o acción por parte de la Corte ni de ninguna otra Entidad: (i) Pagos de los Deudores (Artículo IX.D); (ii) Liberaciones por parte de Tenedores de Claims o Intereses (Artículo IX.E); (iii) Exculpación (Artículo IX.F); y (iv) Interdicto (Artículo IX.G). Por medio del presente, a todas las partes que deberán otorgar liberaciones contenidas en el Artículo IX.E del Plan les queda prohibido por siempre exigir cualquier reclamación o acción en contra de cualquiera de las partes liberadas.

Artículo IX.B del Plan de Reorganización:

B. Descarga de Reclamos y Terminación de Intereses.

A menos de que se disponga lo contrario en el Plan, y efectivo a partir de la Fecha de entrada en vigencia de cada Deudor al que le aplique: (a) los derechos otorgados en el Plan y el tratamiento de todos los Reclamos e intereses se entenderán a cambio de y en completa satisfacción, liquidación y liberación de todos los reclamos e intereses de cualquier naturaleza, incluidos los intereses devengados en dichos reclamos y después de la Fecha de Petición, en contra de los Deudores correspondientes o cualquiera de sus activos, propiedades o patrimonios; (b) el Plan obligará a todos los tenedores de Reclamos e Intereses en dichos Deudores, independientemente de si dichos tenedores no votaron para aceptar o rechazar el plan o votaron para rechazar el Plan; (c) todos los Reclamos e Intereses serán satisfechos, cancelados y liberados en su totalidad, y la responsabilidad de dichos deudores con respecto a los mismo se extinguirá por completo, incluida cualquier responsabilidad del tipo especificado en la sección 502(g) del Código de Bancarota; y (d) se impedirá que todas la

Annex #2.: Relevant parts of the Confirmation Order and Reorganization Plan

Order confirming Chapter 11 Reorganization Plan paragraph 12:

12. Pursuant to Bankruptcy Rule 3020(c)(1), the following Plan provisions are expressly approved and shall be effective on the Effective Date without further order or action by the Court or any other Entity: (i) Releases by the Debtors (Article IX.D); (ii) Releases by Holders of Claims or Interests (Article IX.E); (iii) Exculpation (Article IX.F); and (iv) Injunction (Article IX.G). All parties deemed to grant the releases contained in Article IX.E of the Plan are forever barred from asserting any Claim or Cause of Action against any of the Released Parties released thereby.

Article IX.B of the Reorganization Plan:

B. Discharge of Claims and Termination of Interests.

Except as otherwise provided in the Plan, effective as of the Effective Date of each applicable Debtor: (a) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all claims and interests of any nature whatsoever, including any interest accrued on such claims from and after the Petition Date, against the applicable Debtors or any of their assets, property or estates; (b) the Plan shall bind all holders of Claims against and Interests in such Debtors, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Interests shall be satisfied, discharged and released in full, and such Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all entities shall be precluded from asserting against such Debtors, such Debtors' estates, the applicable Reorganized Debtors, their successors and assigns and their assets and properties

entidades hagan valer contra dichos Deudores dichos patrimonios de deudores, los deudores reorganizados aplicables, sus sucesores y cesionarios y sus activos y propiedades cualquier otro Reclamo o interés basado en cualquier documento, instrumento o cualquier acto u omisión, transacción u otra actividad de cualquier tipo o naturaleza que haya ocurrido antes de la Fecha de entrada de vigencia.

Artículo IX.E del Plan de Reorganización:

E. Liberaciones por parte de los tenedores de derechos o intereses.

Salvo que se disponga expresamente lo contrario en el Plan, de conformidad con la sección 1123(b) del Código de Bancarrota, a cambio de una contraprestación buena y valiosa, en y después de la fecha de entrada en vigencia, en la medida máxima permitida por la ley aplicable, se considerará que cada parte liberadora ha liberado, renunciado y exonerado de manera concluyente, absoluta, incondicional, irrevocable y para siempre de las partes liberadas de, y acodado no demandar a causa de, cualquiera y todos los reclamos, intereses, obligaciones (contractuales o de otro tipo), derechos, demandas, daños y perjuicios, acciones,, remedios y responsabilidades de cualquier tipo, incluidas las reclamaciones derivadas que se puedan hacer valer por o en nombre de un deudor, ya sean conocidas o desconocidas, previstas o imprevistas, fijas o contingentes, vencidas o no vencidas, disputadas o no disputadas, liquidadas o no liquidadas, existentes o que surja en el futuro, en virtud de la ley, la equidad o de otro modo, que dicha parte liberadora hubiera tenido derecho legal a hacer valer por derecho propio (ya sea de forma individual o colectiva) o en nombre de la mitad del titular de cualquier Reclamo o Interés u otra entidad (incluido cualquier Deudor), basado en o relacionado con, o que de alguna manera surja, en su totalidad o en parte, los Deudores; los Casos del Capítulo 11; la facultad del DIP; la emisión, distribución, compra, venta o rescisión de la compra o venta de cualquier valor de los Deudores o Deudores Reorganizadores; la asunción, rechazo o modificación de cualquier contrato ejecutorio o Arrendamiento No expirado; el objeto de, o las transacciones o eventos que dieron lugar a cualquier Reclamación o Interés que recibió tratamiento de conformidad con el Plan; los arreglos comerciales o contractuales entre cualquier Deudor y cualquier Parte Liberada; la reestructuración de Reclamos e Intereses

any other Claims or Interests based upon any documents, instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

Article IX.E of the Reorganization Plan:

E. Releases by Holders of Claims or Interests.

Except as otherwise expressly provided in the Plan, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged the Released Parties from, and covenanted not to sue on account of, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, fixed or contingent, matured or unmatured, disputed or undisputed, liquidated or unliquidated, existing or hereafter arising, in law, equity or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity (including any Debtor), based on or relating to, or in any manner arising from, in whole or in part, the Debtors; the Chapter 11 Cases; the DIP Facility; the issuance, distribution, purchase, sale, or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors; the assumption, rejection or amendment of any Executory Contract or Unexpired Lease; the subject matter of, or the transactions or events giving rise to, any Claim or Interest that received treatment pursuant to the Plan; the business or contractual arrangements between any Debtor and any Released Party; the restructuring of Claims and Interests before or during the Chapter 11 Cases; and the negotiation, formulation, preparation, consummation, or dissemination of (i) the Plan (including, for the avoidance of doubt, the Plan Supplement), (ii) the Exit Facility Documents, (iii) the Disclosure Statement, (iv) the Noteholder RSA, (v) the

antes o durante los Casos del Capítulo 11; y la negociación, formulación, preparación, consumación o difusión de (i) el Plan (incluyendo, para evitar dudas, el Suplemento del Plan), (ii) los Documentos de la facultad de salida, (iii) la Declaración y Divulgación, (iv) el RSA del Tenedor de Títulos, (v) el Acuerdo de Conversión de Capital del Tramo B; (vi) los Documentos de la Línea de Crédito DIP; o (vii) acuerdos, instrumentos u otros documentos relacionados, sobre cualquier otro acto u omisión, transacción, acuerdo, evento u otra ocurrencia que tenga lugar en o antes de la Fecha de Entrada en Vigencia que no sean Reclamos o responsabilidades que surjan de o se relacionen con cualquier acto u omisión de una Parte liberada que se determine mediante una Orden Final de un tribunal de justicia de la jurisdicción competente que haya constituido mala fe deliberada, fraude intencional o negligencia grave (colectivamente las "Reclamaciones exoneradas"). Sin perjuicio de cualquier disposición en contrario en lo anterior, (i) las liberaciones establecidas anteriormente no liberan ninguna obligación posterior a la Fecha de vigencia de ninguna parte o Entidad en virtud del Plan, ningún Contrato Ejecutado, asumido o Arrendamiento no vencido, o acuerdo o documento que se crea, enmendado, ratificado, celebrado o restablecido de conformidad con el Plan (incluidos los documentos de la facultad de salida, el Acuerdo de Facilidad de Salida del Grupo Aval, el Acuerdo de Facilidad de Crédito de la USAV, el Acuerdo de Préstamo de Motores y los Documentos FCR Garantizados) y (ii) las liberaciones establecidas anteriormente no liberan ninguna obligación posterior a la Fecha de entrada en vigencia de los Deudores en virtud del Acuerdo de Conversión de acciones del Tramo B, los Acuerdos de United o el Acuerdo de carta de JBA, o cualquier Reclamo u Acción por incumplimiento que cualquiera de las partes del Acuerdo de Conversión de Capital del Tramo B, los Acuerdos de United o el Acuerdo de carta de JBA pueden tener contra cualquier otra parte de esos acuerdos.

Tranche B Equity Conversion Agreement, (vi) the DIP Facility Documents, or (vii) related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, intentional fraud, or gross negligence (collectively, the "Released Claims"). Notwithstanding anything to the contrary in the foregoing, (i) the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any assumed Executory Contract or Unexpired Lease, or agreement or document that is created, amended, ratified, entered into, or Reinstated pursuant to the Plan (including the Exit Facility Documents, the Grupo Aval Exit Facility Agreement, the USAV Receivable Facility Agreement, the Engine Loan Agreement, and the Secured RCF Documents) and (ii) the releases set forth above do not release any post-Effective Date obligations of the Debtors under the Tranche B Equity Conversion Agreement, the United Agreements, or the JBA Letter Agreement, or any Claims or Causes of Action for breach that any party to the Tranche B Equity Conversion Agreement, the United Agreements, or the JBA Letter Agreement may have against any other party to those agreements.

La emisión de la Orden de Confirmación constituirá la aprobación del Tribunal de Quiebras, de conformidad con la ley de bancarrota aplicable, de las exenciones descritas en este Artículo IX.E y constituirá la decisión del Tribunal de Quiebras de que dichas exenciones (a) son un medio esencial para implementar el Plan; (b) son un elemento integral e inseparable del Plan y las transacciones incorporadas en el mismo; (c) conferir beneficios sustanciales a los Patrimonios de los Deudores; (d) son a cambio de la buena y valiosa contraprestación proporcionada por las Partes Liberadas; (e) son un arreglo y compromiso de buena fe de las Reclamaciones y Acciones liberados por este Artículo IX.E del Plan; (f) son en el mejor interés de los Deudores, sus Sucesiones y todos los titulares de Reclamos e Intereses; (g) sean justos, equitativos y razonables; (h) se dan y se hacen después de la debida notificación y oportunidad de audiencia; Y (i) son un impedimento para cualquiera de las partes que considere que otorgan las exenciones contenidas en este Artículo IX.E del Plan que hagan valer cualquier Reclamación o Acción liberada por las exenciones contenidas en este Artículo IX.E del Plan contra cualquiera de las Partes Liberadas.

Las exenciones descritas en este Artículo IX.E tendrán, en la Fecha Efectiva, efecto de cosa juzgada (un asunto adjudicado), en la mayor medida permitida por las leyes aplicables de la República de Colombia y cualquier otra jurisdicción en la que operen los Deudores.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to applicable bankruptcy law, of the releases described in this Article IX.E and shall constitute the Bankruptcy Court's finding that such releases (a) are an essential means of implementing the Plan; (b) are an integral and non-severable element of the Plan and the transactions incorporated therein; (c) confer substantial benefits on the Debtors' Estates; (d) are in exchange for the good and valuable consideration provided by the Released Parties; (e) are a good-faith settlement and compromise of the Claims and Causes of Action released by this Article IX.E of the Plan; (f) are in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (g) are fair, equitable, and reasonable; (h) are given and made after due notice and opportunity for hearing; and (i) are a bar to any of the parties deemed to grant the releases contained in this Article IX.E of the Plan asserting any Claim or Cause of Action released by the releases contained in this Article IX.E of the Plan against any of the Released Parties.

The releases described in this Article IX.E shall, on the Effective Date, have the effect of res judicata (a matter adjudged), to the fullest extent permissible under applicable laws of the Republic of Colombia and any other jurisdiction in which the Debtors operate.

Annex 3
Claim List / Listado Reclamaciones

	Claim No.	Case Number	Debtor Name	Creditor Name	Date Filed	Total Amount (All USD)
1	1891	20-11134	Aerovias del Continente Americano S.A. Avianca	Francisco Javier Castaneda Riano	20/01/2021	\$ 26.000,00
2	1896	20-11134	Aerovias del Continente Americano S.A. Avianca	HUGO FERNEY FLOREZ OSPINA	20/01/2021	\$ 18.200,00
3	1903	20-11134	Aerovias del Continente Americano S.A. Avianca	Rafael Antonio Huertas Morales	20/01/2021	\$ 26.000,00
4	1914	20-11134	Aerovias del Continente Americano S.A. Avianca	JAVIER MAURICIO LASKAR ANGARITA	20/01/2021	\$ 13.000,00
5	1922	20-11134	Aerovias del Continente Americano S.A. Avianca	Juan Gabriel Barreto Rodriguez	20/01/2021	\$ 26.000,00
6	1930	20-11134	Aerovias del Continente Americano S.A. Avianca	MAURICIO QUINTERO MEDINA	20/01/2021	\$ 26.000,00
7	2098	20-11134	Aerovias del Continente Americano S.A. Avianca	Diego Fernando Cardona Rodriguez	20/01/2021	\$ 18.200,00
8	2108	20-11134	Aerovias del Continente Americano S.A. Avianca	Luis Alexander Prieto	20/01/2021	\$ 36.400,00



Annex 4
Withdraw Form

[PDF ATTACHED IN MAIL]

Attachment 2-A to Riaño Declaration

Letter from Riaño to Ballen Dated July 19, 2022

Bogotá D.C., 19 de julio de 2022

Señor
Diego Fernando Ballen Boada
La ciudad

Ref.: Solicitud desistimiento reclamaciones
Capítulo 11.

Ref.: Request to withdraw chapter 11 claims

Apreciado señor Ballen:

Dear Mr. Ballen:

Le escribo con relación a las reclamaciones que sus clientes han radicado contra Avianca Holdings S.A. o sus subsidiarias (“Avianca”) en el proceso de bancarrota en los Estados Unidos de Avianca (Caso del Capítulo 11 N°. 20-11133, el “Caso del Capítulo 11”), que se desarrolla ante la Corte de Bancarrota de los Estados Unidos del Distrito Sur de Nueva York (la “Corte de Bancarrota”).

I am writing to you in regard to claims that your clients have filed against Avianca Holdings S.A. or its subsidiaries (collectively, “Avianca”) in Avianca’s U.S. bankruptcy case (Chapter 11 Case N°. 20-11133, the “Chapter 11 Case”), which is pending before the U.S. Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

Bajo el plan de reorganización de Avianca (el “Plan”), que fuera confirmado por orden de la Corte de Bancarrota el 2 de noviembre de 2021 (la “Orden de Confirmación”), Avianca realizará ciertas distribuciones a tenedores de ciertos reclamos permitidos bajo el Caso del Capítulo 11. A cambio, todos los reclamos contra Avianca han sido completamente cancelados. Adicionalmente, el Plan y la Orden de Confirmación restringen la habilidad de todos los tenedores de reclamos para comenzar o continuar cualquier acción legal para obtener un cobro bajo sus reclamaciones, excepto de conformidad con el proceso de resolución de reclamaciones bajo el Caso del Capítulo 11. La Orden de Confirmación y el Plan se adjuntan a esta carta como Anexo 1, junto con una traducción de las disposiciones relevantes como Anexo 2.

Under Avianca’s plan of reorganization (the “Plan”), which was confirmed by order of the Bankruptcy Court on 2 November 2021 (the “Confirmation Order”), Avianca will make certain distributions to holders of allowed claims in the Chapter 11 Case. In exchange, Avianca has been completely discharged from all claims. Furthermore, the Plan and the Confirmation Order enjoin all claim holders from commencing or continuing any legal action to recover on their claims except through the claims resolution process in the Chapter 11 Case. The Confirmation Order and the Plan are attached to this letter as Annex 1, along with a translation of relevant provisions as Annex 2.

A partir de nuestra revisión de las reclamaciones radicadas en Caso del Capítulo 11, encontramos que sus clientes han registrado 154 reclamaciones, las que se listan en el Anexo 3. Asimismo, parece ser que cada uno de sus clientes continúa intentando litigar los mismos reclamos contra Avianca ante cortes colombianas.

Through our review of claims filed in the Chapter 11 Case, we have found that your clients have filed 154 claims, which are listed in Annex 3. Furthermore, it appears that each of your clients is attempting to continue to litigate the same claims against Avianca in Colombian courts.

No es razonable que sus clientes estén intentando cobrar respecto a sus reclamaciones en múltiples foros, en violación de la cancelación de reclamaciones dispuesta por el Plan y de la medida cautelar establecida en la Orden de Confirmación que impide que se litigue respecto a dichas reclamaciones fuera del Caso del Capítulo 11. Por esta razón, usted fue contactado en meses pasados por Jose Luis Avella, quien en su momento era Gerente de Seguridad Social y Litigios Laborales. El Sr. Avella le solicitó que eligieran entre desistir de sus reclamaciones de bancarrota y continuar con los casos pendientes (en Colombia) o (b) desistir de las demandas en curso en Colombia y recibir distribuciones bajo el Caso del Capítulo 11.

Por medio de esta comunicación nuevamente insistimos en que sus clientes realicen una elección respecto a si perseguirán sus reclamos ante la Corte de Bancarrota o ante el sistema judicial colombiano. Se adjunta como Anexo 4 a esta carta un formulario para que sus clientes puedan desistir de sus reclamaciones. Si sus clientes no desisten de sus reclamaciones bajo el capítulo 11 o, en su defecto, acuerdan desistir de sus litigios en Colombia antes del 29 de julio de 2022, requeriremos a la Corte de Bancarrota la desestimación completa de las reclamaciones de sus clientes.

Estamos disponibles para conversar respecto a este tema, y esperamos que nos informe sobre la decisión de sus clientes a más tardar el día 08 de agosto de 2022.

Atentamente,

Your clients' attempts to recover on their claims in multiple forums is unacceptable and violates the Plan's discharge of those claims and the Confirmation Order's injunction against litigating those claims outside the Chapter 11 Case. For this reason, you were contacted earlier this year by Jose Luis Avella, who, at the time, was Avianca's Social Security and Litigations Manager. Mr. Avella requested that your clients elect to either (a) withdraw the claims they had asserted in the Chapter 1 Case while continuing to pursue their pending litigation in Colombia or (b) withdraw the Colombian litigation and accept distributions under the Plan in the Chapter 11 Case.

With this communication we again insist that your clients make an election to pursue their claims either in the U.S. Bankruptcy Court or in the Colombian judicial system. A form that you or your clients need to submit to withdraw their claims is attached to this letter as Annex 4. If your clients do not withdraw their claims asserted in the Chapter 11 Case or agree to withdraw, with prejudice, their Colombian litigation by 29 July 2022, we will request the Bankruptcy Court to disallow their claims in full.

We are available to discuss this matter and expect you to inform us of your clients' decisions no later than 08 august 2022.

Sincerely,



Diana Medina
Gerente de Relaciones Laborales
Asuntos Individuales



Annex 1
The Confirmation Order and Plan

[PDF ATTACHED IN MAIL]

Annex 2.
Confirmation Order, paragraph 12
Plan articles IX.B and IX.E.

Anexo 2: Partes relevantes de la Orden de Confirmación y del Plan de Reorganización

Orden de confirmación del Plan de Reorganización para Capítulo 11, párrafo 12:

12. De acuerdo con la Regla 3020(c)(1), las siguientes provisiones del Plan están expresamente aprobadas y se harán efectivas en la fecha que el Plan se haga efectivo sin necesidad de otra orden o acción por parte de la Corte ni de ninguna otra Entidad: (i) Pagos de los Deudores (Artículo IX.D); (ii) Liberaciones por parte de de Tenedores de Claims o Intereses (Artículo IX.E); (iii) Exculpación (Artículo IX.F); y (iv) Interdicto (Artículo IX.G). Por medio del presente, a todas las partes que deberán otorgar liberaciones contenidas en el Artículo IX.E del Plan les queda prohibido por siempre exigir cualquier reclamación o acción en contra de cualquiera de las partes liberadas.

Artículo IX.B del Plan de Reorganización:

B. Descarga de Reclamos y Terminación de Intereses.

A menos de que se disponga lo contrario en el Plan, y efectivo a partir de la Fecha de entrada en vigencia de cada Deudor al que le aplique: (a) los derechos otorgados en el Plan y el tratamiento de todos los Reclamos e intereses se entenderán a cambio de y en completa satisfacción, liquidación y liberación de todos los reclamos e intereses de cualquier naturaleza, incluidos los intereses devengados en dichos reclamos y después de la Fecha de Petición, en contra de los Deudores correspondientes o cualquiera de sus activos, propiedades o patrimonios; (b) el Plan obligará a todos los tenedores de Reclamos e Intereses en dichos Deudores, independientemente de si dichos tenedores no votaron para aceptar o rechazar el plan o votaron para rechazar el Plan; (c) todos los Reclamos e Intereses serán satisfechos, cancelados y liberados en su totalidad, y la responsabilidad de dichos deudores con respecto a los mismo se extinguirá por completo, incluida cualquier responsabilidad del tipo especificado en la sección 502(g) del Código de Bancarrotas; y (d) se impedirá que todas las entidades hagan valer contra dichos Deudores dichos

Annex #2.: Relevant parts of the Confirmation Order and Reorganization Plan

Order confirming Chapter 11 Reorganization Plan paragraph 12:

12. Pursuant to Bankruptcy Rule 3020(c)(1), the following Plan provisions are expressly approved and shall be effective on the Effective Date without further order or action by the Court or any other Entity: (i) Releases by the Debtors (Article IX.D); (ii) Releases by Holders of Claims or Interests (Article IX.E); (iii) Exculpation (Article IX.F); and (iv) Injunction (Article IX.G). All parties deemed to grant the releases contained in Article IX.E of the Plan are forever barred from asserting any Claim or Cause of Action against any of the Released Parties released thereby.

Article IX.B of the Reorganization Plan:

B. Discharge of Claims and Termination of Interests.

Except as otherwise provided in the Plan, effective as of the Effective Date of each applicable Debtor: (a) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all claims and interests of any nature whatsoever, including any interest accrued on such claims from and after the Petition Date, against the applicable Debtors or any of their assets, property or estates; (b) the Plan shall bind all holders of Claims against and Interests in such Debtors, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Interests shall be satisfied, discharged and released in full, and such Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all entities shall be precluded from asserting against such Debtors, such Debtors' estates, the applicable Reorganized Debtors, their successors and assigns and their assets and properties any other Claims or Interests based upon any documents,

patrimonios de deudores, los deudores reorganizados aplicables, sus sucesores y cesionarios y sus activos y propiedades cualquier otro Reclamo o interés basado en cualquier documento, instrumento o cualquier acto u omisión, transacción u otra actividad de cualquier tipo o naturaleza que haya ocurrido antes de la Fecha de entrada de vigencia.

Artículo IX.E del Plan de Reorganización:

- E. Liberaciones por parte de los tenedores de derechos o intereses.

Salvo que se disponga expresamente lo contrario en el Plan, de conformidad con la sección 1123(b) del Código de Bancarrota, a cambio de una contraprestación buena y valiosa, en y después de la fecha de entrada en vigencia, en la medida máxima permitida por la ley aplicable, se considerará que cada parte liberadora ha liberado, renunciado y exonerado de manera concluyente, absoluta, incondicional, irrevocable y para siempre de las partes liberadas de, y acodado no demandar a causa de, cualquiera y todos los reclamos, intereses, obligaciones (contractuales o de otro tipo), derechos, demandas, daños y perjuicios, acciones, remedios y responsabilidades de cualquier tipo, incluidas las reclamaciones derivadas que se puedan hacer valer por o en nombre de un deudor, ya sean conocidas o desconocidas, previstas o imprevistas, fijas o contingentes, vencidas o no vencidas, disputadas o no disputadas, liquidadas o no liquidadas, existentes o que surja en el futuro, en virtud de la ley, la equidad o de otro modo, que dicha parte liberadora hubiera tenido derecho legal a hacer valer por derecho propio (ya sea de forma individual o colectiva) o en nombre de la mitad del titular de cualquier Reclamo o Interés u otra entidad (incluido cualquier Deudor), basado en o relacionado con, o que de alguna manera surja, en su totalidad o en parte, los Deudores; los Casos del Capítulo 11; la facultad del DIP; la emisión, distribución, compra, venta o rescisión de la compra o venta de cualquier valor de los Deudores o Deudores Reorganizadores; la asunción, rechazo o modificación de cualquier contrato ejecutorio o Arrendamiento No expirado; el objeto de, o las transacciones o eventos que dieron lugar a cualquier Reclamación o Interés que recibió tratamiento de conformidad con el Plan; los arreglos comerciales o contractuales entre cualquier Deudor y cualquier Parte Liberada; la reestructuración de Reclamos e Intereses antes o durante los Casos del Capítulo 11; y la

instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

Article IX.E of the Reorganization Plan:

- E. Releases by Holders of Claims or Interests.

Except as otherwise expressly provided in the Plan, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged the Released Parties from, and covenanted not to sue on account of, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, fixed or contingent, matured or unmatured, disputed or undisputed, liquidated or unliquidated, existing or hereafter arising, in law, equity or otherwise, that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity (including any Debtor), based on or relating to, or in any manner arising from, in whole or in part, the Debtors; the Chapter 11 Cases; the DIP Facility; the issuance, distribution, purchase, sale, or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors; the assumption, rejection or amendment of any Executory Contract or Unexpired Lease; the subject matter of, or the transactions or events giving rise to, any Claim or Interest that received treatment pursuant to the Plan; the business or contractual arrangements between any Debtor and any Released Party; the restructuring of Claims and Interests before or during the Chapter 11 Cases; and the negotiation, formulation, preparation, consummation, or dissemination of (i) the Plan (including, for the avoidance of doubt, the Plan Supplement), (ii) the Exit Facility Documents, (iii) the Disclosure Statement, (iv) the Noteholder RSA, (v) the Tranche B Equity Conversion Agreement, (vi) the DIP

negociación, formulación, preparación, consumación o difusión de (i) el Plan (incluyendo, para evitar dudas, el Suplemento del Plan), (ii) los Documentos de la facultad de salida, (iii) la Declaración y Divulgación, (iv) el RSA del Tenedor de Títulos, (v) el Acuerdo de Conversión de Capital del Tramo B; (vi) los Documentos de la Línea de Crédito DIP; o (vii) acuerdos, instrumentos u otros documentos relacionados, sobre cualquier otro acto u omisión, transacción, acuerdo, evento u otra ocurrencia que tenga lugar en o antes de la Fecha de Entrada en Vigencia que no sean Reclamos o responsabilidades que surjan de o se relacionen con cualquier acto u omisión de una Parte liberada que se determine mediante una Orden Final de un tribunal de justicia de la jurisdicción competente que haya constituido mala fe deliberada, fraude intencional o negligencia grave (colectivamente las "Reclamaciones exoneradas"). Sin perjuicio de cualquier disposición en contrario en lo anterior, (i) las liberaciones establecidas anteriormente no liberan ninguna obligación posterior a la Fecha de vigencia de ninguna parte o Entidad en virtud del Plan, ningún Contrato Ejecutado, asumido o Arrendamiento no vencido, o acuerdo o documento que se crea, enmendado, ratificado, celebrado o restablecido de conformidad con el Plan (incluidos los documentos de la facultad de salida, el Acuerdo de Facilidad de Salida del Grupo Aval, el Acuerdo de Facilidad de Crédito de la USAV, el Acuerdo de Préstamo de Motores y los Documentos FCR Garantizados) y (ii) las liberaciones establecidas anteriormente no liberan ninguna obligación posterior a la Fecha de entrada en vigencia de los Deudores en virtud del Acuerdo de Conversión de acciones del Tramo B, los Acuerdos de United o el Acuerdo de carta de JBA, o cualquier Reclamo u Acción por incumplimiento que cualquiera de las partes del Acuerdo de Conversión de Capital del Tramo B, los Acuerdos de United o el Acuerdo de carta de JBA pueden tener contra cualquier otra parte de esos acuerdos.

Facility Documents, or (vii) related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, intentional fraud, or gross negligence (collectively, the "Released Claims"). Notwithstanding anything to the contrary in the foregoing, (i) the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any assumed Executory Contract or Unexpired Lease, or agreement or document that is created, amended, ratified, entered into, or Reinstated pursuant to the Plan (including the Exit Facility Documents, the Grupo Aval Exit Facility Agreement, the USAV Receivable Facility Agreement, the Engine Loan Agreement, and the Secured RCF Documents) and (ii) the releases set forth above do not release any post-Effective Date obligations of the Debtors under the Tranche B Equity Conversion Agreement, the United Agreements, or the JBA Letter Agreement, or any Claims or Causes of Action for breach that any party to the Tranche B Equity Conversion Agreement, the United Agreements, or the JBA Letter Agreement may have against any other party to those agreements.

La emisión de la Orden de Confirmación constituirá la aprobación del Tribunal de Quiebras, de conformidad con la ley de bancarrota aplicable, de las exenciones descritas en este Artículo IX.E y constituirá la decisión del Tribunal de Quiebras de que dichas exenciones (a) son un medio esencial para implementar el Plan; (b) son un elemento integral e inseparable del Plan y las transacciones incorporadas en el mismo; (c) conferir beneficios sustanciales a los Patrimonios de los Deudores; (d) son a cambio de la buena y valiosa contraprestación proporcionada por las Partes Liberadas; (e) son un arreglo y compromiso de buena fe de las Reclamaciones y Acciones liberados por este Artículo IX.E del Plan; (f) son en el mejor interés de los Deudores, sus Sucesiones y todos los titulares de Reclamos e Intereses; (g) sean justos, equitativos y razonables; (h) se dan y se hacen después de la debida notificación y oportunidad de audiencia; Y (i) son un impedimento para cualquiera de las partes que considere que otorgan las exenciones contenidas en este Artículo IX.E del Plan que hagan valer cualquier Reclamación o Acción liberada por las exenciones contenidas en este Artículo IX.E del Plan contra cualquiera de las Partes Liberadas.

Las exenciones descritas en este Artículo IX.E tendrán, en la Fecha Efectiva, efecto de cosa juzgada (un asunto adjudicado), en la mayor medida permitida por las leyes aplicables de la República de Colombia y cualquier otra jurisdicción en la que operen los Deudores.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to applicable bankruptcy law, of the releases described in this Article IX.E and shall constitute the Bankruptcy Court's finding that such releases (a) are an essential means of implementing the Plan; (b) are an integral and non-severable element of the Plan and the transactions incorporated therein; (c) confer substantial benefits on the Debtors' Estates; (d) are in exchange for the good and valuable consideration provided by the Released Parties; (e) are a good-faith settlement and compromise of the Claims and Causes of Action released by this Article IX.E of the Plan; (f) are in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (g) are fair, equitable, and reasonable; (h) are given and made after due notice and opportunity for hearing; and (i) are a bar to any of the parties deemed to grant the releases contained in this Article IX.E of the Plan asserting any Claim or Cause of Action released by the releases contained in this Article IX.E of the Plan against any of the Released Parties.

The releases described in this Article IX.E shall, on the Effective Date, have the effect of res judicata (a matter adjudged), to the fullest extent permissible under applicable laws of the Republic of Colombia and any other jurisdiction in which the Debtors operate.

Annex 3
Claim List / Listado Reclamaciones

	Claim No.	Case Number	Debtor Name	Creditor Name	Date Filed	Total Amount (All USD)
1	951	20-11134	Aerovias del Continente Americano S.A. Avianca	Fredis Perez Troya	13/01/2021	\$ 78.000,00
2	976	20-11134	Aerovias del Continente Americano S.A. Avianca	Diego Fernando Ballen Bohada	15/01/2021	\$ 29.481,46
3	983	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	LUIS FERNANDO GRACIA GARCIA	15/01/2021	\$ 32.751,77
4	1002	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	CRISTIAN YESID LOPEZ BERNAL	15/01/2021	\$ 24.653,52
5	1003	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	JAVIER HUMBERTO BUITRAGO GAMBA	15/01/2021	\$ 33.000,49
6	1020	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	JHON ALEXANDER SANCHEZ MURILLO	17/01/2021	\$ 41.501,56
7	1030	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	WILSON PINZON ESCAMILLA	17/01/2021	\$ 45.472,22
8	1041	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	EDGAR DANIEL GAMBOA NOVOA	17/01/2021	\$ 32.842,45
9	1042	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	JHOAN ENRIQUE BARBOSA RONDON	17/01/2021	\$ 29.493,13
10	1043	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	YAMIHT POLANCO RONDON	17/01/2021	\$ 32.936,01
11	1044	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	SHIGRY PATRICIA AHUMADA CASTILLO	17/01/2021	\$ 27.002,81
12	1046	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	LUIS HECTOR CUMACO RODRIGUEZ	17/01/2021	\$ 39.928,98
13	1048	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	ALEXANDER MANUEL VERGARA MARTINEZ	17/01/2021	\$ 47.213,29
14	1050	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	GIOVANNY ARLEY CRUZ GONZALES	17/01/2021	\$ 37.033,93
15	1052	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	SANDRA YANIDT FORERO RIOS	17/01/2021	\$ 31.205,63
16	1054	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	ANGIE KATHERIN MALAVER SUAREZ	17/01/2021	\$ 32.602,05
17	1056	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	MARIA ISABEL RONCANCIO PINILLA	17/01/2021	\$ 37.867,16
18	1058	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	DIANA MILENA CARVAJAL OJEDA	17/01/2021	\$ 25.361,06
19	1063	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	JENNIFER BEDOYA CALVO	17/01/2021	\$ 31.272,37
20	1068	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	DANILO ALEXIS HERNANDEZ NOGUERA	17/01/2021	\$ 43.175,94
21	1072	20-11134	Aerovias del Continente Americano S.A. Avianca	JORGE CARLOS PEREZ TORDESILLA	17/01/2021	\$ 37.428,72
22	1074	20-11134	Aerovias del Continente Americano S.A. Avianca	MILTON DANIEL VIZCAINO NISPERUZA	17/01/2021	\$ 28.469,23
23	1075	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	JESIKA PAOLA ROMERO BELTRAN	17/01/2021	\$ 29.550,20
24	1076	20-11134	Aerovias del Continente Americano S.A. Avianca	JUAN JOSE MORENO	18/01/2021	\$ 88.380,28
25	1077	20-11134	Aerovias del Continente Americano S.A. Avianca	EDWIN JOVANNY NARVAEZ CHAVEZ	18/01/2021	\$ 95.328,87



26	1078	20-11134	Aerovias del Continente Americano S.A. Avianca	NIDIA ESTHER ESPITIA CAVADIA	18/01/2021	\$	36.478,15
27	1079	20-11134	Aerovias del Continente Americano S.A. Avianca	CESAR AUGUSTO ACOSTA TIRANO	18/01/2021	\$	37.042,14
28	1080	20-11134	Aerovias del Continente Americano S.A. Avianca	HOSTERMAN ARTEAGA CABALLERO	18/01/2021	\$	32.737,41
29	1081	20-11134	Aerovias del Continente Americano S.A. Avianca	FRANCY VIVIANA GUTIERREZ MURILLO	18/01/2021	\$	33.357,80
30	1083	20-11134	Aerovias del Continente Americano S.A. Avianca	LENIS JAVIER ANAYA DIAZ	18/01/2021	\$	27.809,92
31	1086	20-11134	Aerovias del Continente Americano S.A. Avianca	OLFER ALEX GUALTEROS PARRA	18/01/2021	\$	159.816,02
32	1088	20-11134	Aerovias del Continente Americano S.A. Avianca	CARMEN ROSA CHAPARRO BARRATES	18/01/2021	\$	67.199,49
33	1089	20-11134	Aerovias del Continente Americano S.A. Avianca	JHOANA DEICY ANDREA GOMEZ LADINO	18/01/2021	\$	31.451,29
34	1094	20-11134	Aerovias del Continente Americano S.A. Avianca	DELMO JOSE SANCHEZ SIERRA	18/01/2021	\$	69.542,13
35	1097	20-11134	Aerovias del Continente Americano S.A. Avianca	GRACIELA CARRILLO CHINGATE	18/01/2021	\$	70.207,07
36	1100	20-11134	Aerovias del Continente Americano S.A. Avianca	LUIS RAFAEL MOLANO CHACON	18/01/2021	\$	24.852,79
37	1101	20-11134	Aerovias del Continente Americano S.A. Avianca	RICARDO GABALAN SOSA	18/01/2021	\$	37.019,58
38	1105	20-11134	Aerovias del Continente Americano S.A. Avianca	JOSE JUANARIO ENCISO GOMEZ	18/01/2021	\$	33.714,99
39	1107	20-11134	Aerovias del Continente Americano S.A. Avianca	EDWIN ONOFRE GUTIERREZ BARRAGAN	18/01/2021	\$	44.888,35
40	1109	20-11134	Aerovias del Continente Americano S.A. Avianca	MARIA ROJAS MENCO	18/01/2021	\$	33.177,32
41	1111	20-11134	Aerovias del Continente Americano S.A. Avianca	ANYELIN DEL SOCORRO MERINO	18/01/2021	\$	25.361,06
42	1115	20-11134	Aerovias del Continente Americano S.A. Avianca	ISMAEL RICARDO SUAREZ CAMPOS	18/01/2021	\$	52.345,29
43	1116	20-11134	Aerovias del Continente Americano S.A. Avianca	ALCIRA DEL CARMEN DIAZ MARTINEZ	18/01/2021	\$	36.590,94
44	1117	20-11134	Aerovias del Continente Americano S.A. Avianca	CLAUDIA HERMINIA GUZMAN	18/01/2021	\$	30.102,91
45	1190	20-11134	Aerovias del Continente Americano S.A. Avianca	ESMIR COLLAZOS OYOLA	18/01/2021	\$	32.812,61
46	1191	20-11134	Aerovias del Continente Americano S.A. Avianca	Mario Bautista Parra	18/01/2021	\$	40.785,76
47	1192	20-11134	Aerovias del Continente Americano S.A. Avianca	SANDRA YAMILE CARO REYES	18/01/2021	\$	32.718,60
48	1195	20-11134	Aerovias del Continente Americano S.A. Avianca	LUIS ARLEY RUIZ MONTEALEGRE	18/01/2021	\$	92.718,91
49	1197	20-11134	Aerovias del Continente Americano S.A. Avianca	JAIVER YUNCEY ROMERO CANO	18/01/2021	\$	100.850,49
50	1199	20-11134	Aerovias del Continente Americano S.A. Avianca	EDWIN ELPIDIO MENDEZ MORENO	18/01/2021	\$	44.596,52
51	1201	20-11134	Aerovias del Continente Americano S.A. Avianca	SONIA PATRICIA PERDOMO FUQUEN	18/01/2021	\$	37.564,76
52	1204	20-11134	Aerovias del Continente Americano S.A. Avianca	MIRIAM LUCELLY CANDAMIL	18/01/2021	\$	33.068,28
53	1206	20-11134	Aerovias del Continente Americano S.A. Avianca	GONZALO GONZALEZ MONSALVO	18/01/2021	\$	50.573,33
54	1207	20-11134	Aerovias del Continente Americano S.A. Avianca	ADRIANO FIDEL OROZCO CONTRERAS	18/01/2021	\$	83.959,38
55	1211	20-11134	Aerovias del Continente Americano S.A. Avianca	EDGAR HERNANDO VASQUEZ	18/01/2021	\$	120.988,32

56	1212	20-11134	Aerovias del Continente Americano S.A. Avianca	JHON JAIRO JAIMES FIGUEROA	18/01/2021	\$	33.489,40
57	1219	20-11134	Aerovias del Continente Americano S.A. Avianca	SERAFIN PINEDA MARTINEZ	18/01/2021	\$	105.609,25
58	1225	20-11134	Aerovias del Continente Americano S.A. Avianca	MIGUEL ANGEL CANTOR PARRA	18/01/2021	\$	180.825,21
59	1231	20-11134	Aerovias del Continente Americano S.A. Avianca	ADELSON MIGUEL VERGARA SOTO	18/01/2021	\$	32.944,21
60	1232	20-11134	Aerovias del Continente Americano S.A. Avianca	MARIA ISABEL ORTIZ IBANEZ	18/01/2021	\$	50.488,19
61	1239	20-11134	Aerovias del Continente Americano S.A. Avianca	VICTOR HUGO CASTRO CASAS	18/01/2021	\$	33.534,51
62	1248	20-11134	Aerovias del Continente Americano S.A. Avianca	CHRISTIAN IVAN CHAMPUTIZ	18/01/2021	\$	28.472,94
63	1252	20-11134	Aerovias del Continente Americano S.A. Avianca	JHON JAIRO JAIMES FIGUEROA	18/01/2021	\$	29.719,14
64	1255	20-11134	Aerovias del Continente Americano S.A. Avianca	JHON JAIRO JAIMES FIGUEROA	18/01/2021	\$	79.531,81
65	1257	20-11134	Aerovias del Continente Americano S.A. Avianca	JHON JAIRO JAIMES FIGUEROA	18/01/2021	\$	111.971,31
66	1258	20-11134	Aerovias del Continente Americano S.A. Avianca	JHON JAIRO JAIMES FIGUEROA	18/01/2021	\$	128.150,02
67	1261	20-11134	Aerovias del Continente Americano S.A. Avianca	NELSY CAROLINA DUARTE	18/01/2021	\$	70.094,27
68	1264	20-11134	Aerovias del Continente Americano S.A. Avianca	YUDY ENEIDA MEDINA CARDENAS	18/01/2021	\$	128.150,02
69	1265	20-11134	Aerovias del Continente Americano S.A. Avianca	HERNAN MAURICIO JIMENES	18/01/2021	\$	54.463,78
70	1266	20-11134	Aerovias del Continente Americano S.A. Avianca	CARLOS ALBERTO SAENZ FUENTEZ	18/01/2021	\$	40.836,09
71	1267	20-11134	Aerovias del Continente Americano S.A. Avianca	YESID PUYO CASTRO	18/01/2021	\$	111.971,31
72	1268	20-11134	Aerovias del Continente Americano S.A. Avianca	VICTOR ALFONZO AREVALO PARRA	19/01/2021	\$	181.150,93
73	1269	20-11134	Aerovias del Continente Americano S.A. Avianca	RENE RODRIGUEZ MONTANO	18/01/2021	\$	72.847,07
74	1271	20-11134	Aerovias del Continente Americano S.A. Avianca	CRISTIAN CAMILO MALDONADO MARTINEZ	18/01/2021	\$	32.942,69
75	1273	20-11134	Aerovias del Continente Americano S.A. Avianca	WALTER MANUEL GRANADOS	18/01/2021	\$	74.301,51
76	1275	20-11134	Aerovias del Continente Americano S.A. Avianca	JOSE CARLOS DOMINGUEZ CASTELLAR	18/01/2021	\$	88.084,52
77	1278	20-11134	Aerovias del Continente Americano S.A. Avianca	DUMAS JOSE MARTINEZ INSIGNARES	18/01/2021	\$	40.663,49
78	1280	20-11134	Aerovias del Continente Americano S.A. Avianca	ANDRES ALIRIO ZARATE ARDILA	18/01/2021	\$	36.286,96
79	1282	20-11134	Aerovias del Continente Americano S.A. Avianca	RAUL ANDRES OCAMPO ROA	18/01/2021	\$	44.403,41
80	1283	20-11134	Aerovias del Continente Americano S.A. Avianca	RUBIELA CANDELO OLAVE	18/01/2021	\$	36.847,93
81	1284	20-11134	Aerovias del Continente Americano S.A. Avianca	JUAN CARLOS VANEGAS MARMOL	18/01/2021	\$	26.921,62
82	1286	20-11134	Aerovias del Continente Americano S.A. Avianca	ARGENIS DIAZ QUESADA	18/01/2021	\$	30.944,89
83	1287	20-11134	Aerovias del Continente Americano S.A. Avianca	CARLOS HERNAN CALDERON RIVERA	18/01/2021	\$	34.016,84
84	1292	20-11134	Aerovias del Continente Americano S.A. Avianca	FERNANDO LOPEZ VALDERRAMA	18/01/2021	\$	33.617,23
85	1295	20-11134	Aerovias del Continente Americano S.A. Avianca	DALADIER MARTINEZ GALVAN	18/01/2021	\$	67.090,45

86	1298	20-11134	Aerovias del Continente Americano S.A. Avianca	CARLOS ALBERTO JAIMES ROJAS	19/01/2021	\$	76.983,76
87	1299	20-11134	Aerovias del Continente Americano S.A. Avianca	CARLOS EDUARDO ARCINIEGAS	19/01/2021	\$	51.628,37
88	1301	20-11134	Aerovias del Continente Americano S.A. Avianca	FREDDY ALEXANDER ACEVEDO OLAVE	19/01/2021	\$	33.593,65
89	1303	20-11134	Aerovias del Continente Americano S.A. Avianca	RODOLFO RAMOS RODRIGUEZ	19/01/2021	\$	33.498,17
90	1307	20-11134	Aerovias del Continente Americano S.A. Avianca	EDGAR DANIEL GRANJA OLARTE	19/01/2021	\$	32.815,35
91	1310	20-11134	Aerovias del Continente Americano S.A. Avianca	CRISTIAN DAVID HUERTAS CALDERON	19/01/2021	\$	31.591,63
92	1315	20-11134	Aerovias del Continente Americano S.A. Avianca	FABIAN FELIPE GUIZA JURADO	19/01/2021	\$	55.538,08
93	1316	20-11134	Aerovias del Continente Americano S.A. Avianca	JAIME AVENDANO MARTINEZ	19/01/2021	\$	40.942,50
94	1337	20-11134	Aerovias del Continente Americano S.A. Avianca	LUIS EDUARDO IBANES ROMERO	19/01/2021	\$	34.677,67
95	1357	20-11134	Aerovias del Continente Americano S.A. Avianca	JORGE EDUARDO GRAJALEZ	19/01/2021	\$	36.047,55
96	1363	20-11134	Aerovias del Continente Americano S.A. Avianca	OSCAR URIEL SANCHEZ SALAMANCA	19/01/2021	\$	218.127,96
97	1370	20-11134	Aerovias del Continente Americano S.A. Avianca	DARLING YADIRA RAMOS PUENTES	19/01/2021	\$	251.470,02
98	1374	20-11134	Aerovias del Continente Americano S.A. Avianca	WILSON HERNANDO COLMENARES CAMACHO	19/01/2021	\$	55.110,45
99	1379	20-11134	Aerovias del Continente Americano S.A. Avianca	LINA YARLEY AGUILAR BOBADILLA	19/01/2021	\$	29.763,50
100	1382	20-11134	Aerovias del Continente Americano S.A. Avianca	LEONEL ELIECER GONZALEZ ROSALES	19/01/2021	\$	32.792,79
101	1388	20-11134	Aerovias del Continente Americano S.A. Avianca	JOSE HECTOR SIERRA FIGUEROA	19/01/2021	\$	61.401,82
102	1390	20-11134	Aerovias del Continente Americano S.A. Avianca	CARLOS ARTURO VARGAS REYES	19/01/2021	\$	48.917,13
103	1396	20-11134	Aerovias del Continente Americano S.A. Avianca	WILSON JAIRO PUENTES PUENTES	19/01/2021	\$	52.537,39
104	1410	20-11134	Aerovias del Continente Americano S.A. Avianca	JOSE ORLANDO VAQUIRO	19/01/2021	\$	82.022,64
105	1438	20-11134	Aerovias del Continente Americano S.A. Avianca	RICARDO PINILLA	19/01/2021	\$	52.446,80
106	1440	20-11134	Aerovias del Continente Americano S.A. Avianca	DIEGO ARMANDO GIL PULIDO	19/01/2021	\$	25.201,35
107	1447	20-11134	Aerovias del Continente Americano S.A. Avianca	JOSE GUILLERMO VELA LANCHEROS	19/01/2021	\$	39.066,08
108	1451	20-11134	Aerovias del Continente Americano S.A. Avianca	JORGE ALEJANDRO FARFAN TORRES	19/01/2021	\$	72.675,67
109	1454	20-11134	Aerovias del Continente Americano S.A. Avianca	NELSON MILER VEGA CASALLAS	19/01/2021	\$	40.953,16
110	1463	20-11134	Aerovias del Continente Americano S.A. Avianca	ANDERSON STEVEN MORENO RUBIO	19/01/2021	\$	24.368,09
111	1471	20-11134	Aerovias del Continente Americano S.A. Avianca	DAIMER VILLARUEL CARDENAS	19/01/2021	\$	29.763,50
112	1474	20-11134	Aerovias del Continente Americano S.A. Avianca	ANGEL ALEXANDER PERILLA PINEDA	19/01/2021	\$	109.734,42
113	1492	20-11134	Aerovias del Continente Americano S.A. Avianca	PABLO ANTONIO CHIVITA CIFUENTES	19/01/2021	\$	99.131,09
114	1497	20-11134	Aerovias del Continente Americano S.A. Avianca	RIDEL ERSON ROJAS CABEZAS	19/01/2021	\$	33.003,68
115	1504	20-11134	Aerovias del Continente Americano S.A. Avianca	RAFAEL ARTURO OSPINO RODRIGUEZ	19/01/2021	\$	47.398,85



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116	1509	20-11134	Aerovias del Continente Americano S.A. Avianca	ANDRES CAMILO CASALLAS VANEGAS	19/01/2021	\$	33.924,82
117	1515	20-11134	Aerovias del Continente Americano S.A. Avianca	JOHNY ALEJANDRO SHAW BOHORQUEZ	19/01/2021	\$	96.557,19
118	1525	20-11134	Aerovias del Continente Americano S.A. Avianca	LUIS EDUARDO VALENCIA CASTRO	19/01/2021	\$	90.777,22
119	1531	20-11134	Aerovias del Continente Americano S.A. Avianca	HECTOR ARIEL PACHON ARREDONDO	19/01/2021	\$	64.789,80
120	1535	20-11134	Aerovias del Continente Americano S.A. Avianca	ALBERT FABIAN NEIRA JIMENEZ	19/01/2021	\$	32.828,53
121	1538	20-11134	Aerovias del Continente Americano S.A. Avianca	GERARDO GONZALEZ VARGAS	19/01/2021	\$	97.610,50
122	1543	20-11134	Aerovias del Continente Americano S.A. Avianca	EDWIN ANDRES FONSECA GOMEZ	19/01/2021	\$	54.134,44
123	1544	20-11134	Aerovias del Continente Americano S.A. Avianca	NOHORA PATRICIA CANTILLO LOPEZ	19/01/2021	\$	28.303,95
124	1552	20-11134	Aerovias del Continente Americano S.A. Avianca	HERNAN GUZMAN CUBIDES	19/01/2021	\$	36.862,70
125	1563	20-11134	Aerovias del Continente Americano S.A. Avianca	PEDRO ANTONIO CRUZ BOHORQUES	19/01/2021	\$	171.388,71
126	1569	20-11134	Aerovias del Continente Americano S.A. Avianca	CARLOS ARMANDO SUA MARTINEZ	19/01/2021	\$	40.878,87
127	1572	20-11134	Aerovias del Continente Americano S.A. Avianca	MARIA VICTORIA ROBAYO	19/01/2021	\$	59.890,74
128	1585	20-11134	Aerovias del Continente Americano S.A. Avianca	RUBEN DARIO SIERRA	19/01/2021	\$	93.375,32
129	1610	20-11134	Aerovias del Continente Americano S.A. Avianca	HECTOR FABIAN LEON GRAJALES	19/01/2021	\$	28.973,42
130	1700	20-11134	Aerovias del Continente Americano S.A. Avianca	PEDRO MEJIA MANSBACH	19/01/2021	\$	35.402,86
131	1705	20-11134	Aerovias del Continente Americano S.A. Avianca	FREDY HOYOS MARTINEZ	19/01/2021	\$	68.746,83
132	1711	20-11134	Aerovias del Continente Americano S.A. Avianca	OSCAR EDUARDO DIAZ RODRIGUEZ	20/01/2021	\$	90.239,03
133	1714	20-11134	Aerovias del Continente Americano S.A. Avianca	ROGER FABIAN BERNAL	20/01/2021	\$	90.848,21
134	1718	20-11134	Aerovias del Continente Americano S.A. Avianca	CARLOS HUMBERTO VELLOJIN	20/01/2021	\$	89.784,93
135	1720	20-11134	Aerovias del Continente Americano S.A. Avianca	JESUS DORANCE OSPINA RIVERA	20/01/2021	\$	90.101,18
136	1726	20-11134	Aerovias del Continente Americano S.A. Avianca	JOSE RAFAEL GARCIA ARRIETA	20/01/2021	\$	90.101,18
137	1730	20-11134	Aerovias del Continente Americano S.A. Avianca	MANUEL DE JESUS CAMARGO	20/01/2021	\$	91.101,10
138	1732	20-11134	Aerovias del Continente Americano S.A. Avianca	GILSON ARIEL AVILA POLANCO	20/01/2021	\$	92.193,63
139	1736	20-11134	Aerovias del Continente Americano S.A. Avianca	JHON ALEXANDER GONZALEZ	20/01/2021	\$	90.794,79
140	1737	20-11134	Aerovias del Continente Americano S.A. Avianca	HARRISON ROSERO ESCOBAR	20/01/2021	\$	80.815,08
141	1739	20-11134	Aerovias del Continente Americano S.A. Avianca	ELKIN JOSE MARMOL	20/01/2021	\$	90.078,70
142	1744	20-11134	Aerovias del Continente Americano S.A. Avianca	JOSE ISRAEL VIVAS CARVAJAL	20/01/2021	\$	89.737,45
143	1848	20-11134	Aerovias del Continente Americano S.A. Avianca	HECTOR HERNAN LARA ZAMORA	20/01/2021	\$	105.794,29
144	1849	20-11134	Aerovias del Continente Americano S.A. Avianca	JOHN JAIRO ABRIL RODRIGUEZ	20/01/2021	\$	51.616,29
145	1850	20-11134	Aerovias del Continente Americano S.A. Avianca	YOVANNA PATRICIA GONZALEZ	20/01/2021	\$	158.746,46



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146	1851	20-11134	Aerovias del Continente Americano S.A. Avianca	JANETH NEIRA CONTRERAS	20/01/2021	\$ 127.886,76
147	1852	20-11134	Aerovias del Continente Americano S.A. Avianca	JEFFERSON ALEXANDER ROJAS QUIROGA	20/01/2021	\$ 89.167,80
148	1853	20-11134	Aerovias del Continente Americano S.A. Avianca	LUZ MARGARITA OLMOS ARCE	20/01/2021	\$ 28.659,95
149	1855	20-11134	Aerovias del Continente Americano S.A. Avianca	CLAUDIA CONSUELO MARTINEZ	20/01/2021	\$ 101.071,54
150	1856	20-11134	Aerovias del Continente Americano S.A. Avianca	LUIS ALFONZO LOPEZ AREAS	20/01/2021	\$ 49.948,02
151	1857	20-11134	Aerovias del Continente Americano S.A. Avianca	ANDREA AVIVIANA DIAZ ACOSTA	20/01/2021	\$ 92.193,63
152	3882	20-11134	Aerovias del Continente Americano S.A. Avianca	MIRIAM STELLA RAMIREZ	11/06/2021	\$ 260.000,00
153	3884	20-11134	Aerovias del Continente Americano S.A. Avianca	EDUARDO GONZALEZ CORREA BRAYAN ALEXANDER HERNANDEZ ALEXANDER GARCIA QUINTANA RICARDO TURRIAGO LUIS ARMANDO CORTES	11/06/2021	\$ 260.000,00
154	1213	20-11138	Servicios Aeroportuarios Integrados SAI S.A.S.	NELSON PEREZ VELASQUEZ	18/01/2021	\$ 1.722,71



Annex 4
Withdraw Form

[PDF ATTACHED IN MAIL]

Attachment 2-B to Riaño Declaration

Letter from Ballen Dated July 21, 2022

Bogota July 21, 2022

Doctor
DIANA MEDINA
Labor Relations Manager
Individual Matters
Avianca S.A.

Ref: **RESPONSE TO REQUEST TO WITHDRAW CHAPTER 11 CLAIMS**

Best regard,

Attending to your communication of 19 July of the present year, in which you request that I:

“Through our review of claims filed in the Chapter 11 Case, we have found that your clients have filed 154 claims, which are listed in Annex 3. Furthermore, it appears that each of your clients is attempting to continue to litigate the same claims against Avianca in Colombian courts.

Your clients’ attempts to recover on their claims in multiple forums is unacceptable and violates the Plan’s discharge of those claims and the Confirmation Order’s injunction against litigating those claims outside the Chapter 11 Case. For this reason, you were contacted earlier this year by Jose Luis Avella, who, at the time, was Avianca’s Social Security and Litigations Manager. **Mr. Avella requested that your clients elect to either (a) withdraw the claims they had asserted in the Chapter 1 Case while continuing to pursue their pending litigation in Colombia or (b) withdraw the Colombian litigation and accept distributions under the Plan in the Chapter 11 Case.**

With this communication we again insist that your clients make an election to pursue their claims either in the U.S. Bankruptcy Court or in the Colombian judicial system. A form that you or your clients need to submit to withdraw their claims is attached to this letter as Annex 4. If your clients do not withdraw their claims asserted in the Chapter 11 Case or agree to withdraw, with prejudice, their Colombian litigation by 29 July 2022, we will request the Bankruptcy Court to disallow their claims in full.” (Highlighted parts are mine, out of the original text)

In response to your request described above, I must manifest that in effect I represent before the Colombian judicial system multiple legal proceedings that contain claims of economical obligations derived from the labor relations developed by my clients with companies that belong to GRUPO AVIANCA HOLDINGS S.A. immersed in process No. 20-11133 described in Chapter 11 of the

Bankruptcy Court and that is held before the so-called "U.S. Bankruptcy Court for the Southern District of New York".

In the same way, as stated in your communication, I have presented before the process that is carried out by the member companies of Avianca Holdings, the respective provisions in compliance with the procedure established in Chapter 11 of the Bankruptcy Law before the Bankruptcy Court of the United States of America.

Now, in relation to the request that is made to me to submit the withdrawal of the claims that I have duly raised before the Court of the United States, I must inform you that I do not share the criteria raised regarding the duty or obligation to choose between the Court of the United States United States and Colombian legislation.

The foregoing, by virtue of the provision of the North American Court at the opening of the process that is taking place there, notifications were made for those who had pending payment obligations, as well as ongoing claims before judicial authorities with the companies belonging to the HOLDING, to present the due supports in order to establish the quantification of the current obligations of the intervened. Thus, effectively on behalf of my clients, I filed the supports that prove the existence of lawsuits that are being pursued in Colombia.

According to the multiple notifications that the Court of the United States has given me, I have the due supports of the admission of the claims to be taken into account as valid and to establish the guarantee in the assets in order to guarantee the fulfillment of the obligations that may derive from judicial decisions in which rights are declared in favor of my clients, but not as recklessly you propose it in the sense of informing me that said court will advance and study the legal processes that define the rights of my clients.

On the other hand, I have also not received information and/or a request from the North American Court where they also inform me of my duty to choose Colombian and/or North American justice.

According to my precarious knowledge regarding North American Justice, I understand that the United States Bankruptcy Court does not have the power to advance judicial proceedings and/or that can validly declare labor rights of my clients.

It is important to bear in mind that the international regulations of the United States do not have the legal capacity nor do they have sufficient territorial guarantees to be able to carry out labor rights litigation arising from Colombian legislation, since we would start from a clear transgression of the principles of territoriality, legitimate defense of my clients to be able to go to trial and present their technical defense before a foreign authority, who would define rights with legislation that is not their own, these and many other legal aspects prevent the development of precisely that curious interpretation given for you.

On the contrary, I find it quite reckless and in bad faith on the part of **AVIANCA S.A.**, that this type of **REQUESTS** be made to me, for which I do not find legal reasonableness to support it.

Due to the foregoing and in order to fully attend to your request, putting before you my ignorance of North American legislation, I request that you indicate to me as soon as possible, the regulations that support this obligation regarding my duty to choose between the 2 authorities and on the other hand I also request that you clearly indicate the regulations or support that guarantees that before the United States Bankruptcy Court the judicial processes that define the labor rights of my represented persons listed in your annex and that are ongoing before the Colombian authorities will be resolved.

In relation to the disposition offered by you to talk about this topic, I must put in evidence that since time before filing the lawsuits before the courts, it was my interest in developing a dialogue with **Avianca S.A.** however, the communication sent to you and addressed to **Dr. MARCELA SANCHEZ OVALLOS** inviting you to establish "a space for dialogue" was rejected, a circumstance for which I had to go directly to the legal authorities.

On the other hand, during the course of the judicial processes there is an obligatory conciliation phase in which the judicial authorities, prior to initiating a legal dispute, invite the parties to an extrajudicial approach, a space that has always been rejected by **AVIANCA S.A.**, excusing itself precisely in an illegality to dialogue regarding these eventualities due to alleged restrictions imposed in development of Chapter 11 before the United States Court.

It has always been and will be my intention to resolve conflicts in an amicable manner, however it is important to note that these attitudes of undue pressure cannot be taken as a valid intention to consider the availability that they allude to in your communication.

Finally, and in order to give a definitive response to your request, I reiterate the need to submit the regulations and legal support and thus be able to fully comply with what you have provided, otherwise, I would like to inform you that upon expiration of the term granted by you, that is, on August 8, 2022, I must submit a copy of your request to the United States Court in order for the North American Corporation to clarify for me whether the attitude adopted by **AVIANCA S.A.** It entails full protection for my clients with a guarantee for the definition of the legal actions that are carried out in the Colombian Labor Court, and also by virtue of the fact that I am informed that the company will initiate the request for withdrawal of my claims before the North American Court, of I will immediately submit a copy of these documents to the **INTERNATIONAL LABOR ORGANIZATION ILO, ORGANIZATION FOR COOPERATION AND THE "OECD" ECONOMIC DEVELOPMENT**, in order to designate the international accompaniment and guarantee of the labor rights of my representatives.

Cordially,

Diego Fernando Ballén

Abogado

Bogotá D.C., julio 21 de 2022

Doctora
DIANA MEDINA
Gerente de Relaciones Laborales
Asuntos Individuales
Avianca S.A.

Ref: **RESPUESTA SOLICITUD DE DESISTIMIENTO
RECLAMACIONES CAPITULO 11**

Cordial saludo,

Atendiendo a su comunicación de fecha 19 de julio del año en curso, mediante la cual se me solicita:

“A partir de nuestra revisión de las reclamaciones radicadas en Caso del Capítulo 11, encontramos que sus clientes han registrado 154 reclamaciones, las que se listan en el Anexo 3. Asimismo, parece ser que cada uno de sus clientes continúa intentando litigar los mismos reclamos contra Avianca ante cortes colombianas.

No es razonable que sus clientes estén intentando cobrar respecto a sus reclamaciones en múltiples foros, en violación de la cancelación de reclamaciones dispuesta por el Plan y de la medida cautelar establecida en la Orden de Confirmación que impide que se litigue respecto a dichas reclamaciones fuera del Caso del Capítulo 11. Por esta razón, usted fue contactado en meses pasados por Jose Luis Avella, quien en su momento era Gerente de Seguridad Social y Litigios Laborales. **El Sr. Avella le solicitó que eligieran entre desistir de sus reclamaciones de bancarota y continuar con los casos pendientes (en Colombia) o (b) desistir de las demandas en curso en Colombia y recibir distribuciones bajo el Caso del Capítulo 11.**

Por medio de esta comunicación nuevamente insistimos en que sus clientes realicen una elección respecto a si perseguirán sus reclamos ante la Corte de Bancarota o ante

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Diego Fernando Ballén

Abogado

el sistema judicial colombiano. Se adjunta como Anexo 4 a esta carta un formulario para que sus clientes puedan desistir de sus reclamaciones. Si sus clientes no desisten de sus reclamaciones bajo el capítulo 11 o, en su defecto, acuerdan desistir de sus litigios en Colombia antes del 29 de julio de 2022, requeriremos a la Corte de Bancarrota la desestimación completa de las reclamaciones de sus clientes.” (resaltado mío fuera del texto original)

Atendiendo a su solicitud descrita en precedencia, debo manifestar que en efecto represento ante la justicia colombiana múltiples procesos judiciales que contienen reclamaciones de obligaciones económicas derivadas de las relaciones laborales desarrolladas por mis representados con empresas que pertenecen al GRUPO AVIANCA HOLDINGS S.A. inmersa en el proceso No. 20-11133 descrito en el Capítulo 11 de la Ley de Quiebras y que se adelanta ante la denominada “U.S. Bankruptcy Court for the Southern District of New York.

De igual manera conforme lo expuesto en su comunicación, he presentado ante el proceso que se adelanta ante las empresas miembros de Avianca Holdings, las respectivas provisiones en cumplimiento del procedimiento establecido en el Capítulo 11 de la Ley de quiebras ante la Corte de Bankruptcy de los Estados Unidos de Norte América.

Ahora, con relación al requerimiento que se me efectúa para presentar el desistimiento de las reclamaciones que he planteado oportunamente ante la Corte de los Estados Unidos, debo de informarles que no comparto el criterio planteado respecto del deber u obligatoriedad en elegir entre la Corte de los Estados Unidos y la legislación Colombiana.

Lo anterior, en virtud a que por disposición misma de la Corte Norteamericana en la apertura del proceso que allí se adelanta, se realizaron notificaciones para quienes contaran con obligaciones pendientes de pago, así como reclamaciones en curso ante autoridades judiciales con las empresas pertenecientes a la HOLDING, a que se presentaran los soportes debidos con el fin de establecer la cuantificación de las obligaciones vigentes de las intervenidas. Es así que efectivamente en representación de mis prohijados, radiqué los soportes que acreditan la existencia de demandas judiciales que se adelantan en Colombia.

Conforme las múltiples notificaciones que me ha brindado la Corte de los Estados Unidos, cuento con los soportes debidos de la admisión de las reclamaciones para ser tenidas en cuenta como válidas y establecer la garantía en los activos a fin de garantizar el cumplimiento de las

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obligaciones que puedan derivar de sentencias judiciales en las cuales se declararen derechos en favor de mis representados, mas no como temerariamente ustedes lo plantean en el sentido de informarme que dicha corte adelantará y estudiará los procesos jurídicos que definan los derechos de mis representados.

Por otra parte, tampoco he recibido información y/o requerimiento por parte de la Corte Norteamericana en donde me informen igualmente mi deber en escoger la justicia colombiana y/o norteamericana.

Conforme mi precario conocimiento respecto de la Justicia Norteamericana, tengo el entendido que la Corte de Quiebra de Estados Unidos, no tiene la facultad para adelantar procesos judiciales y/o que puedan válidamente declarar derechos laborales de mis representados.

Es importante poner de presente que la normatividad internacional de Estados Unidos, no está en la capacidad tanto jurídica ni cuenta con la garantía territorial suficiente para poder adelantar litigios de derechos laborales que surgen de la legislación Colombiana, ello en virtud a que partiríamos de una clara trasgresión de los principios de territorialidad, legítima defensa de mis representados para poder acudir a juicio y presentar su defensa técnica ante una autoridad extranjera, quien debería definir derechos con una legislación no propia, estos y otros múltiples aspectos jurídicos impiden desarrollar precisamente esa curiosa interpretación dada por ustedes.

Encuentro por el contrario, bastante temerario y de mala fe por parte de **AVIANCA S.A.**, que se me realice este tipo de **REQUERIMIENTOS** de los cuales no encuentro una razonabilidad jurídica que la sustente.

Por lo anterior y con el fin de atender de fondo a su requerimiento, poniendo ante ustedes mi desconocimiento de la legislación Norte Americana, solicito se disponga indicarme a la mayor brevedad posible, la normatividad que soporta esta obligatoriedad respecto de mi deber de escoger entre las 2 autoridades y por otra parte igualmente solicito se me indique con claridad la normatividad o sustento que garantiza que ante la Corte de Quiebras de los Estados Unidos se adelantarán los procesos judiciales que definan los derechos laborales de mis representados enlistados en su anexo y que se encuentran en curso ante las autoridades Colombianas.

Con relación a la disposición ofrecida por ustedes para conversar respecto del presente tema, debo poner en evidencia que desde tiempo antes de radicar las demandas judiciales ante los juzgados, fue mi interés en desarrollar un dialogo con **Avianca S.A.** sin embargo, la comunicación remitida ante ustedes y dirigida a la **Dra. MARCELA**

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SANCHEZ OVALLOS invitándolos al establecimiento de “un espacio de dialogo” fue rechazado, circunstancia por la cual debí acudir directamente a las instancias legales.

Por otra parte, durante el desarrollo de los procesos judiciales existe una fase obligatoria de conciliación en la cual las autoridades judiciales previo a iniciar una disputa legal, invita a las partes a un acercamiento extrajudicial, espacio que siempre se ha sido rechazado por **AVIANCA S.A.**, excusándose precisamente en una ilegalidad para dialogar respecto de estas eventualidades por presuntas restricciones impuestas en desarrollo del Capítulo 11 ante la Corte de los Estados Unidos.

Siempre ha sido y será mi intención la resolución de los conflictos de manera amigable, no obstante es importante poner de presente que estas actitudes de presión indebida no pueden ser tomadas como una intención valedera para considerar esa disponibilidad de que hacen alusión en su escrito.

Finalmente y con el fin de dar una respuesta definitiva a su requerimiento, reitero la necesidad de la remisión de las normatividades y sustento jurídico y con ello poder acatar a cabalidad lo dispuesto por ustedes, pues de lo contrario, me permito informarles que al vencimiento del plazo concedido por ustedes, esto es, el día 8 de agosto de 2022, deberé remitir ante la Corte de los Estados Unidos copia de su requerimiento con el fin de sea esa Corporación Norteamericana quien me aclare si en efecto la actitud adoptada por **AVIANCA S.A.**, comporta pleno amparo para mis representados con garantía para la definición de las acciones judiciales que se adelantan en la Justicia Laboral Colombiana, e igualmente en virtud a que se me informa que la compañía iniciará la solicitud de desistimiento de mis reclamaciones ante la Corte Norteamericana, de manera inmediata presentaré copia de los presentes documentos ante la **ORGANIZACIÓN INTERNACIONAL DEL TRABAJO OIT, ORGANIZACIÓN PARA LA COOPERACION Y EL DESARROLLO ECONOMICO “OCDE”**, A fin de que designen el acompañamiento y garantía internacional de los derechos laborales de mis representados.

Cordialmente,



DIEGO FERNANDO BALLEÑ BOADA
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T.P. 139.142 del Consejo Superior de la Judicatura.

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Attachment 2-C to Riaño Declaration

Letter from Riaño to Ballen Dated August 1, 2022

Bogotá D.C., 01 de agosto de 2022

Señor
Diego Fernando Ballen Boada
La ciudad

Ref.: Respuesta comunicación 21 de Julio 2022.

Apreciado señor Ballen:

Le escribo en respuesta a su carta del 21 de julio de 2022, en la que le solicita a Avianca se indique las bases con la cuales se presenta a sus clientes la solicitud de desistimiento ya sea de las reclamaciones solicitadas ante Tribunal de Quiebras de los Estados Unidos para el Distrito Sur de Nueva York (el Tribunal de Quiebras), o sus demandas ante la Jurisdicción Colombiana, con el fin que no se realice una duplicidad de solicitudes judiciales por los mismos hechos y partes tanto en Colombia como en los Estados Unidos.

Como le fue explicado en comunicación del 19 de julio de 2022, Avianca ha concluido su proceso de reorganización ante el Tribunal de Quiebras. Al concluir ese proceso, el Tribunal de Quiebras emitió una orden (la "Orden de Confirmación") que confirma un plan de reorganización (el "Plan"). El Plan es vinculante para todos los acreedores de Avianca en virtud de la sección 1141(a) del Código de Quiebras de EE. UU., y el Plan prohíbe a todos los acreedores intentar presentar sus reclamos fuera del proceso de quiebra de EE. UU. Para el último punto, lo remito a las disposiciones del Plan y la Orden de Confirmación que fueron anexadas a mi carta del 19 de julio de 2022.

Es importante destacar que ahora estamos presentando a sus clientes una opción para aceptar o rechazar la jurisdicción del Tribunal de Quiebras. Si continúan aceptando la jurisdicción del Tribunal de Quiebras, entonces deben cumplir con el Plan y la orden del Tribunal de Quiebras abandonando sus demandas en Colombia inmediatamente. Por el contrario, si rechazan la jurisdicción del Tribunal de Quiebras, entonces es inapropiado que sigan con sus demandas en el Tribunal de Quiebras.

Ref.: Communication response July 21, 2022

Dear Mr. Ballen:

I am writing in response to your letter of July 21th, 2022, in which you asked Avianca to indicate the grounds for the request to your clients to withdraw either their claims filed before the U.S. Bankruptcy Court for the Southern District of New York (the Bankruptcy Court) or their lawsuits before the Colombian Judges, so that a duplicative judicial process is not carried out for the same facts and parties both in Colombia and in the United States.

As explained in the communication dated July 19th, 2022, Avianca has concluded its reorganization process before the Bankruptcy Court. At the conclusion of that process, the Bankruptcy Court entered an order (the "Confirmation Order") confirming a plan of reorganization (the "Plan"). The Plan is binding on all of Avianca's creditors under section 1141(a) of the U.S. Bankruptcy Code, and the Plan forbids all creditors from attempting to pursue their claims outside the U.S. bankruptcy process. For the last point, I refer you to the provisions of the Plan and the Confirmation Order that were annexed to my July 19th, 2022, letter.

It is important to emphasize that we are now presenting your clients an option to accept or reject the jurisdiction of the Bankruptcy Court. If they continue to accept the jurisdiction of the Bankruptcy Court, then they must comply with the Plan and the Bankruptcy Court's order by abandoning their lawsuits in Colombia immediately. Alternatively, if they reject the jurisdiction of the Bankruptcy Court, then it is inappropriate for them to pursue their claims in the Bankruptcy Court.

Dado que es inapropiado que sus clientes mantengan reclamaciones en el Tribunal de Quiebras mientras desacatan su Orden de Confirmación, reitero la solicitud de Avianca de que acepten, antes del 8 de agosto de 2022, elegir un foro u otro para proseguir con sus reclamaciones. Si no aceptan retirar su litigio en Colombia o sus reclamaciones de quiebra en los Estados Unidos, Avianca solicitará una orden del Tribunal de Quiebras que desestime sus reclamaciones en los Estados Unidos y continuará con el litigio de acuerdo con la jurisdicción colombiana.

Ahora bien, en cuanto a sus manifestaciones respecto a la negativa de la empresa de llegar al cierre de procesos mediante acuerdo, queremos reiterar nuestro firme compromiso en este sentido, buscando acuerdos favorables para las partes, con lo cual no compartimos las apreciaciones por usted realizadas en su comunicación.

Estamos disponibles para conversar respecto a este tema, y esperamos que nos informe sobre la decisión de sus clientes.

Atentamente

Because it is inappropriate for your clients to maintain claims in the Bankruptcy Court while flouting its Confirmation Order, I repeat Avianca's demand that they agree, by August 8th, 2022, to elect one forum or the other in which to pursue their claims. If they do not agree to withdraw either their Colombian litigation or their U.S. bankruptcy claims, Avianca will seek an order from the Bankruptcy Court disallowing their claims in the United States and continue with the litigation according with the Colombian Jurisdiction.

Now, related to your statements regarding the company's refusal to reach a conclusion through settlement, we would like to reiterate our steadfast openness in this regard, to seek favorable agreements for the parties, therefore we do not share the assessments made by you in your communication.

We are available to discuss this matter and expect you to inform us of your clients' decisions.

Sincerely,



MARCELA SÁNCHEZ OVALLOS
DIRECTORA RELACIONES LABORALES
AVIANCA S.A.

Attachment 2-D to Riaño Declaration

Letter from Ballen Dated August 11, 2022

Bogota July 21, 2022

Doctor
DIANA MEDINA
Labor Relations Manager
Individual Matters
Avianca S.A.

Ref: **WITHDRAWAL OF CHAPTER 11 CLAIMS**

Best regard,

Attending to your communication of 1 of August of the present year, in which you informed me that:

“(...) It is important to emphasize that we are now presenting your clients an option to accept or reject the jurisdiction of the Bankruptcy Court. If they continue to accept the jurisdiction of the Bankruptcy Court, then they must comply with the Plan and the Bankruptcy Court’s order by abandoning their lawsuits in Colombia immediately. Alternatively, if they reject the jurisdiction of the Bankruptcy Court, then it is inappropriate for them to pursue their claims in the Bankruptcy Court (...)”

In response to what you have reported, I allow myself to reiterate what was stated in my communication dated July 21 of the current year, in the sense of informing that I do not find support or legal guarantee for my clients regarding their request to withdraw the actions legal actions in the special bankruptcy process that is being carried out by AVIANCA S.A. before the United States Court.

The foregoing by virtue of the fact that in order to consider these aspects of conflict integration with an international incidence, the special guidelines contemplated by Colombia (Law 1116/2006) must be developed, a circumstance that has not been demonstrated by your part to have complied with, for which, it is valid to respond positively to your request.

On the other hand, and by virtue of what you informed:

“(...) Because it is inappropriate for your clients to maintain claims in the Bankruptcy Court while flouting its Confirmation Order, I repeat Avianca’s demand that they agree, by August 8th, 2022, to elect one forum or the other in which to pursue their claims. If they do not agree to withdraw either their Colombian litigation or their U.S. bankruptcy claims, Avianca will seek an order from the Bankruptcy Court disallowing their claims in the United States and continue with the litigation according with the Colombian Jurisdiction. (...)”

Based on the fact that the company persists in adopting attitudes that transgress the due protection of my clients, I also reiterate that I immediately will seek the accompaniment, surveillance and

investigation before international organizations, so that they provide the guarantee required for the protection of the rights of my represented.

Finally, despite reiterating in your communication the good spirit of rapprochement for an exit and/or negotiation, such an attitude has never been shown to me, in the procedural opportunities that are brought forward judicially (even in proceedings that have taken place in recent weeks), the closed position of the company in terms of negotiation has not changed, and on the contrary, it is reiterated and continued by its legal representatives and representatives in the refusal to analyze offers and reject the negotiation invitations offered by the judicial offices.

I must reiterate that it has always been my position to consider a rapprochement between the parties, and before resorting to the filing of legal claims, I sought a dialogue with the company in advance and precisely to avoid these legal instances, based on the precedent that I carried out with a happy outcome and without the need for lawsuits, some extrajudicial agreements of some former Avianca employees developed by me through Dr. Carolina Molina and by Avianca with Dr. Sara María Álvarez who managed the company's Labor Relations Area, a position that unfortunately the company Contrary to what was stated in your communication, varied with the formal invitation made by me since 2017.

It has been clear to me, and likewise informed to my clients, that the position of the company regarding the current problems will be defined in the face of the substantive determinations adopted by the judicial authorities, an aspect that evidently, despite the costly and extensive nature of the time, are fully accepted by my clients and obviously my responsibility as their representative.

Notwithstanding the foregoing, my position and criteria have not changed; I consider that these existing problems can be defined in a consensual and anticipated manner with extra-procedural arrangements that benefit the parties, an agreement that is developed under responsible criteria and defined positions, free from any type of pressure that seeks to violate the rights of my represented.

For the foregoing, I once again consider the company, if it is in its interest to advance a negotiated solution management for the legal conflicts that are brought forward judicially with my clients, arrange the programming of a special session in which we can present the aspects of rapprochement, and thereby try to overcome these areas of contingency.

Cordially,

Diego Fernando Ballén

Abogado

Bogotá D.C., 11 de agosto de 2022

Doctora
MARCELA SANCHEZ OVALLOS
Directora de Relaciones Laborales
Avianca S.A.

Ref: **DESISTIMIENTO RECLAMACIONES CAPITULO 11**

Cordial saludo,

Atendiendo a su comunicación de fecha 1 de agosto del año en curso, mediante la cual se me informa:

“(…) Es importante destacar que ahora estamos presentando a sus clientes una opción para aceptar o rechazar la jurisdicción del Tribunal de Quiebras. Si continúan aceptando la jurisdicción del Tribunal de Quiebras, entonces deben cumplir con el Plan y la orden del Tribunal de Quiebras abandonando sus demandas en Colombia inmediatamente. Por el contrario, si rechazan la jurisdicción del Tribunal de Quiebras, entonces es inapropiado que sigan con sus demandas en el Tribunal de Quiebras (…)”

En atención a lo informado por ustedes, me permito reiterar lo expuesto en mi comunicación del pasado 21 de julio del año en curso, en el sentido de informar que no encuentro respaldo ni garantía jurídica para mis representados respecto de su solicitud de desistimiento de las acciones jurídicas en el proceso especial de quiebra que se adelanta por parte de AVIANCA S.A. ante la Corte de los Estados Unidos.

Lo anterior en virtud a que para considerar estos aspectos de integración de conflictos con incidencia internacional, se debe desarrollar los lineamientos especiales contemplados por Colombia (Ley 1116/2006) circunstancia que no ha sido demostrado por su parte haber cumplido, por la cual, no es válido atender positivamente a su pedimento.

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Diego Fernando Ballén

Abogado

Por otra parte, y en virtud de lo informado por ustedes:

“(…) Dado que es inapropiado que sus clientes mantengan reclamaciones en el Tribunal de Quiebras mientras desacatan su Orden de Confirmación, reitero la solicitud de Avianca de que acepten, antes del 8 de agosto de 2022, elegir un foro u otro para proseguir con sus reclamaciones. Si no aceptan retirar su litigio en Colombia o sus reclamaciones de quiebra en los Estados Unidos, Avianca solicitará una orden del Tribunal de Quiebras que desestime sus reclamaciones en los Estados Unidos y continuará con el litigio de acuerdo con la jurisdicción colombiana.(…)

Partiendo del hecho que la compañía persiste en adoptar actitudes que trasgreden la protección debida de mis representados, igualmente reitero acudir inmediatamente a la gestión de acompañamiento, vigilancia e investigación ante los organismos internacionales, a fin de que brinden la garantía requerida para la protección de los derechos de mis representados.

Finalmente, no obstante se reitera en su comunicación el buen ánimo de acercamiento para una salida y/o negociación, tal actitud en ningún momento me ha sido demostrada, pues en las oportunidades procesales que se adelantan judicialmente (aún en diligencias surtidas estas últimas semanas), no se ha variado la posición cerrada de la compañía ante ámbitos de negociación, y por el contrario, se reitera y continúa por parte de sus apoderados judiciales y representantes en la negativa a analizar ofrecimientos y rechazar las invitaciones de negociación ofrecidas por los Despachos judiciales.

Debo reiterar que siempre ha sido mi posición considerar un acercamiento entre las partes, y previo a acudir a la radicación de demandas judiciales, pretendí anticipadamente un dialogo con la compañía y evitar precisamente estas instancias judiciales, ello partiendo del precedente que realicé con feliz término y sin necesidad de demandas judiciales unos acuerdos extrajudiciales de algunos extrabajadores de Avianca desarrollados por mi partea través de la Dra. Carolina Molina y por Avianca con la Dra. Sara María Álvarez quien gerenciaba el Área de Relaciones Laborales de la compañía, posición que lamentablemente la compañía contrario a lo afirmado en su comunicación, varió con la invitación formal realizada por mi parte desde el año 2017.

Ha sido claro para mi y así mismo informado a mis representados, que la posición de la compañía respecto de las problemáticas actuales, serán definidas ante las determinaciones de fondo adoptadas por las autoridades judiciales, aspecto que evidentemente a pesar de lo dispendioso y extenso en el tiempo, son de plena aceptación por parte

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Diego Fernando Ballén

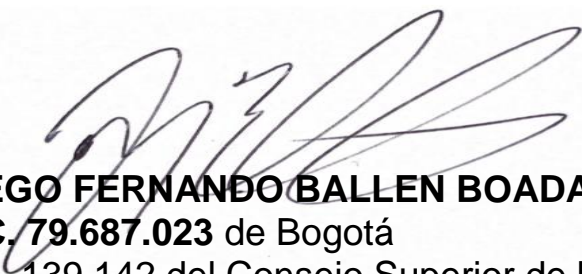
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de mis representados y evidentemente de mi responsabilidad como su representante.

No obstante lo anterior, mi posición y criterio no ha variado; considero que estas problemáticas existentes puede ser definidas de manera consensuada y anticipada con arreglos extra procesales que beneficien a las partes, un acuerdo que se desarrolle bajo criterios responsables y posiciones definidas, libres de todo tipo de presión que pretenda vulnerar los derechos de mis representados.

Pongo por lo anterior nuevamente en consideración de la compañía, si es de su interés adelantar una gestión de solución negociada para los conflictos jurídicos que se adelantan judicialmente con mis representados, disponer la programación de una sesión especial en la cual podamos exponer los aspectos de acercamiento, y con ello intentar superar estos ámbitos de contingencia.

Cordialmente,



DIEGO FERNANDO BALLEEN BOADA
C.C. 79.687.023 de Bogotá
T.P. 139.142 del Consejo Superior de la Judicatura.

Attachment 3 to Riaño Declaration

Letter from Castellain to Dos Santos, Dated August 25, 2022

São Paulo, Brasil, 25 de agosto de 2022.

À
Cibele dos Santos Tadim Neves Spindola

Ref.: Solicitação de retirada de reclamação
Capítulo 11.

Ref.: Request to withdraw chapter 11 claims

Prezada Dra. Cibele:

Dear Ms. Cibele:

Sirvo-me da presente para tratar da reclamação apresentada contra a Avianca Holdings S.A. ou suas subsidiárias ("Avianca") no processo de falência da Avianca nos Estados Unidos (Capítulo 11 Caso No. 20-11133, o "Capítulo 11 Caso"), em curso perante o Tribunal de Falências dos Estados Unidos, Distrito Sul de Nova York (o "Tribunal de Falências").

I am writing to you in regard to claims that your clients have filed against Avianca Holdings S.A. or its subsidiaries (collectively, "Avianca") in Avianca's U.S. bankruptcy case (Chapter 11 Case N°. 20-11133, the "Chapter 11 Case"), which is pending before the U.S. Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

De acordo com o plano de recuperação da Avianca (o "Plano"), que foi confirmado por ordem do Tribunal de Falências em 2 de novembro de 2021 (a "Ordem de Confirmação"), a Avianca fará certas distribuições aos titulares de reivindicações admitidas no Caso do Capítulo 11. Em contrapartida, todas as reclamações contra a Avianca foram totalmente canceladas. Além disso, o Plano e a Ordem de Confirmação restringem a capacidade de todos os titulares de sinistros iniciarem ou continuarem qualquer ação legal para obter uma cobrança de suas reivindicações, exceto de acordo com o processo de resolução de reivindicações sob o Caso do Capítulo 11. A Ordem de Confirmação e o Plano seguem como Anexo 1 e as disposições relevantes como Anexo 2.

Under Avianca's plan of reorganization (the "Plan"), which was confirmed by order of the Bankruptcy Court on 2 November 2021 (the "Confirmation Order"), Avianca will make certain distributions to holders of allowed claims in the Chapter 11 Case. In exchange, Avianca has been completely discharged from all claims. Furthermore, the Plan and the Confirmation Order enjoin all claim holders from commencing or continuing any legal action to recover on their claims except through the claims resolution process in the Chapter 11 Case. The Confirmation Order and the Plan are attached to this letter as Annex 1, along with a translation of relevant provisions as Annex 2.

A partir de nossa análise das reclamações/reivindicações apresentadas no Caso Capítulo 11, identificamos que seu cliente apresentou a reivindicação listada no Anexo 3. No entanto, o objeto desta reivindicação é o mesmo de um processo judicial em curso perante tribunal Brasileiro.

Through our review of claims filed in the Chapter 11 Case, we have found that your client has filed 1 claim, which is listed in Annex 3. Furthermore, it appears that each of your clients is attempting to continue to litigate the same claims against Avianca in Brazilian courts.

O pleito de seu cliente, relacionado ao mesmo objeto, em distintas jurisdições, não pode ser aceito, pois viola a quitação dessas reivindicações pelo Plano e a liminar

Your clients' attempts to recover on their claim in multiple forums is unacceptable and violates the Plan's discharge of those claims and the Confirmation Order's injunction

da Ordem de Confirmação contra litigar essas reivindicações fora do Caso do Capítulo 11. Por esta razão, entrei em contato com a senhora no início deste ano solicitando que seu cliente optasse por (a) retirar a reivindicação apresentada no Caso do Capítulo 11 enquanto continua com o litígio pendente na jurisdição Brasileira ou (b) retirar o litígio pendente na jurisdição local e aceitar as distribuições do Plano no Caso do Capítulo 11.

Assim, uma vez mais, solicitamos que seu cliente decida se prosseguirá com sua reivindicação no Tribunal de Falências ou no sistema judiciário brasileiro. No Anexo 4 encontrará um formulário para que seu cliente possa retirar sua reivindicação no Caso do Capítulo 11. Caso seu cliente opte por não desistir da reivindicação nos termos do Capítulo 11 ou, alternativamente, concordar em desistir do litígio no Brasil, antes de 31 de agosto de 2022, solicitaremos ao Tribunal de Falências da Corte de Nova York que julgue totalmente improcedente a reivindicação do seu cliente, para que continue apenas o processo em trâmite na corte do Brasil.

Estamos à disposição para discutir o assunto e esperamos que nos informe sobre a decisão de seu cliente até **31 de agosto de 2022**.

Atenciosamente,

against litigating those claims outside the Chapter 11 Case. For this reason, you were contacted earlier this year by Luciana Castellain, Avianca's Legal Manger for Brazil. Ms. Castellain requested that your client elect to either (a) withdraw the claims they had asserted in the Chapter 1 Case while continuing to pursue their pending litigation in Brazil or (b) withdraw the Brazilian litigation and accept distributions under the Plan in the Chapter 11 Case.

With this communication we again insist that your client make an election to pursue their claims either in the U.S. Bankruptcy Court or in the Brazilian judicial system. A form that you or your clients need to submit to withdraw their claims is attached to this letter as Annex 4. If your client does not withdraw their claims asserted in the Chapter 11 Case or agree to withdraw, with prejudice, their Brazilian litigation by 31 August 2022, we will request the Bankruptcy Court to disallow their claims in full before the U.S Court and continue them only in Brazil's tribunals.

We are available to discuss this matter and expect you to inform us of your clients' decisions no later than **31 of august of 2022**.

Sincerely.

Luciana Castellain
Luciana Aparecida Castellain Borges
Gerente Legal Brasil

Annex 1
The Confirmation Order and Plan

[PDF ATTACHED IN MAIL]

Annex 2.
Confirmation Order, paragraph 12
Plan articles IX.B and IX.E.

Annex #2.: Relevant parts of the Confirmation Order and Reorganization Plan

Order confirming Chapter 11 Reorganization Plan paragraph 12:

12. Pursuant to Bankruptcy Rule 3020(c)(1), the following Plan provisions are expressly approved and shall be effective on the Effective Date without further order or action by the Court or any other Entity: (i) Releases by the Debtors (Article IX.D); (ii) Releases by Holders of Claims or Interests (Article IX.E); (iii) Exculpation (Article IX.F); and (iv) Injunction (Article IX.G). All parties deemed to grant the releases contained in Article IX.E of the Plan are forever barred from asserting any Claim or Cause of Action against any of the Released Parties released thereby.

Article IX.B of the Reorganization Plan:

B. Discharge of Claims and Termination of Interests.

Except as otherwise provided in the Plan, effective as of the Effective Date of each applicable Debtor: (a) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all claims and interests of any nature whatsoever, including any interest accrued on such claims from and after the Petition Date, against the applicable Debtors or any of their assets, property or estates; (b) the Plan shall bind all holders of Claims against and Interests in such Debtors, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Interests shall be satisfied, discharged and released in full, and such Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all entities shall be precluded from asserting against such Debtors, such Debtors' estates, the applicable Reorganized Debtors, their successors and assigns and their assets and properties any other Claims or Interests based upon any documents, instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date.

Article IX.E of the Reorganization Plan:

E. Releases by Holders of Claims or Interests.

Except as otherwise expressly provided in the Plan, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, to the maximum extent permitted by applicable law, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released, waived, and discharged the Released Parties from, and covenanted not to sue on account of, any and all claims, interests, obligations (contractual or otherwise), rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims assertable by or on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, fixed or contingent, matured or unmatured, disputed or undisputed, liquidated or unliquidated, existing or hereafter arising, in law, equity or otherwise, that such Releasing Party would have been legally entitled

to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity (including any Debtor), based on or relating to, or in any manner arising from, in whole or in part, the Debtors; the Chapter 11 Cases; the DIP Facility; the issuance, distribution, purchase, sale, or rescission of the purchase or sale of any security of the Debtors or Reorganized Debtors; the assumption, rejection or amendment of any Executory Contract or Unexpired Lease; the subject matter of, or the transactions or events giving rise to, any Claim or Interest that received treatment pursuant to the Plan; the business or contractual arrangements between any Debtor and any Released Party; the restructuring of Claims and Interests before or during the Chapter 11 Cases; and the negotiation, formulation, preparation, consummation, or dissemination of (i) the Plan (including, for the avoidance of doubt, the Plan Supplement), (ii) the Exit Facility Documents, (iii) the Disclosure Statement, (iv) the Noteholder RSA, (v) the Tranche B Equity Conversion Agreement, (vi) the DIP Facility Documents, or (vii) related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to have constituted willful misconduct, intentional fraud, or gross negligence (collectively, the "Released Claims"). Notwithstanding anything to the contrary in the foregoing, (i) the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any assumed Executory Contract or Unexpired Lease, or agreement or document that is created, amended, ratified, entered into, or Reinstated pursuant to the Plan (including the Exit Facility Documents, the Grupo Aval Exit Facility Agreement, the USAV Receivable Facility Agreement, the Engine Loan Agreement, and the Secured RCF Documents) and (ii) the releases set forth above do not release any post-Effective Date obligations of the Debtors under the Tranche B Equity Conversion Agreement, the United Agreements, or the JBA Letter Agreement, or any Claims or Causes of Action for breach that any party to the Tranche B Equity Conversion Agreement, the United Agreements, or the JBA Letter Agreement may have against any other party to those agreements.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to applicable bankruptcy law, of the releases described in this Article IX.E and shall constitute the Bankruptcy Court's finding that such releases (a) are an essential means of implementing the Plan; (b) are an integral and non-severable element of the Plan and the transactions incorporated therein; (c) confer substantial benefits on the Debtors' Estates; (d) are in exchange for the good and valuable consideration provided by the Released Parties; (e) are a good-faith settlement and compromise of the Claims and Causes of Action released by this Article IX.E of the Plan; (f) are in the best interests of the Debtors, their Estates, and all holders of Claims and Interests; (g) are fair, equitable, and reasonable; (h) are given and made after due notice and opportunity for hearing; and (i) are a bar to any of the parties deemed to grant the releases contained in this Article IX.E of the Plan asserting any Claim or Cause of Action released by the releases contained in this Article IX.E of the Plan against any of the Released Parties.

The releases described in this Article IX.E shall, on the Effective Date, have the effect of res judicata (a matter adjudged), to the fullest extent permissible under applicable laws of the Republic of Colombia and any other jurisdiction in which the Debtors operate.

Annex 3
Claim List / Listado Reclamaciones

	Claim No.	Case Number	Debtor Name	Creditor Name	Date Filed	Total Amount (All USD)
1	3814	20-11134	Aerovias del Continente Americano S.A. Avianca	Rita Oliveira da Silva	23/04/2021	\$163,24

Annex 4
Withdraw Form

[PDF ATTACHED IN MAIL]

Exhibit B to Contempt Motion

Proposed Order

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

-----X	:	
	:	
In re:	:	Chapter 11
	:	
AVIANCA HOLDINGS S.A. <i>et al.</i> , ¹	:	Case No. 20-11133 (MG)
	:	
Debtors and Reorganized Debtors.	:	(Confirmed)
	:	
-----X		

ORDER GRANTING THE REORGANIZED DEBTORS’ MOTION

Upon the Reorganized Debtors’ Motion² for an order imposing contempt sanctions on the Foreign Plaintiffs for violations of section 524(a)(2) of the Bankruptcy Code and certain provisions of the Debtors’ confirmed Plan; and having considered the Motion, the Riaño Declaration, and the arguments of counsel at the hearing on the Motion; and it appearing that the relief requested is in the best interests of the Reorganized Debtors, the Debtors’ estates and creditors, and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the relief requested in the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion having been adequate and appropriate under

¹ The Debtors in these chapter 11 cases, and each Debtors’ federal tax identification number (to the extent applicable), were 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 Loyalty Bermuda Ltd. (N/A); AV Taca International Holdco S.A. (N/A); Aviacorp Enterprises 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); Nicaragüense de Aviación, Sociedad Anónima (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). The Debtors’ and Reorganized Debtors’ principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.

² Capitalized terms not otherwise defined herein shall be given the meanings ascribed to them in the Motion.

the circumstances; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is granted as set forth herein.
2. Each Foreign Litigation Claim identified in **Schedule 1** attached hereto is provisionally disallowed in its entirety until the date that is 30 days after entry of this Order on the docket of these cases (the "Deadline").
3. On the Deadline, without any further order of this Court or any action by any party in interest, (i) the Foreign Litigation Claims of those Foreign Plaintiffs who have, by the Deadline, discontinued the applicable Foreign Action(s) with prejudice, and filed an affirmation of such discontinuation with the Bankruptcy Court (the "Discontinuation Affirmation"), shall be reinstated; and (ii) the Foreign Litigation Claims of those Foreign Plaintiffs who have failed, by the Deadline, to discontinue the applicable Foreign Action(s) with prejudice shall be disallowed in their entirety on a final basis and the applicable Proof(s) of Claim shall be expunged from the Claims Register. With respect to any Foreign Litigation Claim reinstated pursuant to clause (i) of this paragraph 3, the Reorganized Debtors shall have 60 days from the date of filing of the applicable Discontinuation Affirmation to file an objection to the Foreign Litigation Claim that is the subject of such Discontinuation Affirmation, notwithstanding any other orders of this Court or other relief granted in these chapter 11 cases.
4. The Reorganized Debtors and their claims agent are authorized to take all actions necessary to effectuate the relief granted in this Order, including updating the Claims Register to reflect to relief granted herein.
5. All objections to the Motion not otherwise withdrawn, resolved, or adjourned are hereby overruled on the merits.

6. Except as provided in this Order, nothing in this Order shall be deemed (a) an admission or finding as to the validity of any claim against a Debtor, (b) a waiver of the right of the Reorganized Debtors to dispute any claim against any Debtor on any grounds whatsoever, at a later date, (c) a promise by or requirement on any Debtor to pay any claim, or (d) a waiver of the rights of the Reorganized Debtors under the Bankruptcy Code or any other applicable law.

7. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2022
New York, New York

THE HONORABLE MARTIN GLENN
CHIEF UNITED STATES BANKRUPTCY JUDGE

Schedule 1

List of Proofs of Claim

Claim #	Claimant	Counsel
1389	JOSE USLEY ROJAS	Any Katherine Alvarez Castillo
1891	FRANCISCO JAVIER CASTANEDA RIANO	Any Katherine Alvarez Castillo
1896	HUGO FERNEY FLOREZ OSPINA	Any Katherine Alvarez Castillo
1903	RAFAEL ANTONIO HUERTAS MORALES	Any Katherine Alvarez Castillo
1914	JAVIER MAURICIO LASKAR ANGARITA	Any Katherine Alvarez Castillo
1922	JUAN GABRIEL BARRETO RODRIGUEZ	Any Katherine Alvarez Castillo
1930	MAURICIO QUINTERO MEDINA	Any Katherine Alvarez Castillo
2098	DIEGO FERNANDO CARDONA RODRIGUEZ	Any Katherine Alvarez Castillo
2108	LUIS ALEXANDER PRIETO	Any Katherine Alvarez Castillo
2112	DAMARIS YARCE BENAVIDEZ	Any Katherine Alvarez Castillo
2116	JAIRO YESID HERRERA	Any Katherine Alvarez Castillo
3814	RITA OLIVEIRA DA SILVA	Cibele dos Santos Tadim
951	FREDIS PEREZ TROYA	Diego Fernando Ballen
976	DIEGO FERNANDO BALLEEN BOHADA	Diego Fernando Ballen
983	LUIS FERNANDO GRACIA GARCIA	Diego Fernando Ballen
1002	CRISTIAN YESID LOPEZ BERNAL	Diego Fernando Ballen
1003	JAVIER HUMBERTO BUITRAGO GAMBA	Diego Fernando Ballen
1020	JHON ALEXANDER SANCHEZ MURILLO	Diego Fernando Ballen
1030	WILSON PINZON ESCAMILLA	Diego Fernando Ballen
1041	EDGAR DANIEL GAMBOA NOVOA	Diego Fernando Ballen
1042	JHOAN ENRIQUE BARBOSA RONDON	Diego Fernando Ballen

Claim #	Claimant	Counsel
1043	YAMIHT POLANCO RONDON	Diego Fernando Ballen
1044	SHIGRY PATRICIA AHUMADA CASTILLO	Diego Fernando Ballen
1046	LUIS HECTOR CUMACO RODRIGUEZ	Diego Fernando Ballen
1048	ALEXANDER MANUEL VERGARA MARTINEZ	Diego Fernando Ballen
1050	GIOVANNY ARLEY CRUZ GONZALES	Diego Fernando Ballen
1052	SANDRA YANIDT FORERO RIOS	Diego Fernando Ballen
1054	ANGIE KATHERIN MALAVER SUAREZ	Diego Fernando Ballen
1056	MARIA ISABEL RONCANCIO PINILLA	Diego Fernando Ballen
1058	DIANA MILENA CARVAJAL OJEDA	Diego Fernando Ballen
1063	JENNIFER BEDOYA CALVO	Diego Fernando Ballen
1068	DANILO ALEXIS HERNANDEZ NOGUERA	Diego Fernando Ballen
1072	JORGE CARLOS PEREZ TORDESILLA	Diego Fernando Ballen
1074	MILTON DANIEL VIZCAINO NISPERUZA	Diego Fernando Ballen
1075	JESIKA PAOLA ROMERO BELTRAN	Diego Fernando Ballen
1076	JUAN JOSE MORENO	Diego Fernando Ballen
1077	EDWIN JOVANNY NARVAEZ CHAVEZ	Diego Fernando Ballen
1078	NIDIA ESTHER ESPITIA CAVADIA	Diego Fernando Ballen
1079	CESAR AUGUSTO ACOSTA TIRANO	Diego Fernando Ballen
1080	HOSTERMAN ARTEAGA CABALLERO	Diego Fernando Ballen
1081	FRANCY VIVIANA GUTIERREZ MURILLO	Diego Fernando Ballen
1083	LENIS JAVIER ANAYA DIAZ	Diego Fernando Ballen

Claim #	Claimant	Counsel
1086	OLFER ALEX GUALTEROS PARRA	Diego Fernando Ballen
1088	CARMEN ROSA CHAPARRO BARRATES	Diego Fernando Ballen
1089	JHOANA DEICY ANDREA GOMEZ LADINO	Diego Fernando Ballen
1094	DELMO JOSE SANCHEZ SIERRA	Diego Fernando Ballen
1097	GRACIELA CARRILLO CHINGATE	Diego Fernando Ballen
1100	LUIS RAFAEL MOLANO CHACON	Diego Fernando Ballen
1101	RICARDO GABALAN SOSA	Diego Fernando Ballen
1105	JOSE JUANARIO ENCISO GOMEZ	Diego Fernando Ballen
1107	EDWIN ONOFRE GUTIERREZ BARRAGAN	Diego Fernando Ballen
1109	MARIA ROJAS MENCO	Diego Fernando Ballen
1111	ANYELIN DEL SOCORRO MERINO	Diego Fernando Ballen
1115	ISMAEL RICARDO SUAREZ CAMPOS	Diego Fernando Ballen
1116	ALCIRA DEL CARMEN DIAZ MARTINEZ	Diego Fernando Ballen
1117	CLAUDIA HERMINIA GUZMAN	Diego Fernando Ballen
1118	JHON FREDY LINARES RODRIGUEZ	Diego Fernando Ballen
1190	ESMIR COLLAZOS OYOLA	Diego Fernando Ballen
1191	MARIO BAUTISTA PARRA	Diego Fernando Ballen
1192	SANDRA YAMILE CARO REYES	Diego Fernando Ballen
1195	LUIS ARLEY RUIZ MONTEALEGRE	Diego Fernando Ballen
1197	JAIVER YUNCEY ROMERO CANO	Diego Fernando Ballen
1199	EDWIN ELPIDIO MENDEZ MORENO	Diego Fernando Ballen
1201	SONIA PATRICIA PERDOMO FUQUEN	Diego Fernando Ballen

Claim #	Claimant	Counsel
1204	MIRIAM LUCELLY CANDAMIL	Diego Fernando Ballen
1206	GONZALO GONZALEZ MONSALVO	Diego Fernando Ballen
1207	ADRIANO FIDEL OROZCO CONTRERAS	Diego Fernando Ballen
1211	EDGAR HERNANDO VASQUEZ	Diego Fernando Ballen
1212	JHON JAIRO JAIMES FIGUEROA	Diego Fernando Ballen
1213	NELSON PEREZ VELASQUEZ	Diego Fernando Ballen
1219	SERAFIN PINEDA MARTINEZ	Diego Fernando Ballen
1225	MIGUEL ANGEL CANTOR PARRA	Diego Fernando Ballen
1231	ADELSON MIGUEL VERGARA SOTO	Diego Fernando Ballen
1232	MARIA ISABEL ORTIZ IBANEZ	Diego Fernando Ballen
1239	VICTOR HUGO CASTRO CASAS	Diego Fernando Ballen
1248	CHRISTIAN IVAN CHAMPUTIZ	Diego Fernando Ballen
1252	JHON JAIRO JAIMES FIGUEROA	Diego Fernando Ballen
1255	JHON JAIRO JAIMES FIGUEROA	Diego Fernando Ballen
1257	JHON JAIRO JAIMES FIGUEROA	Diego Fernando Ballen
1258	JHON JAIRO JAIMES FIGUEROA	Diego Fernando Ballen
1261	NELSY CAROLINA DUARTE	Diego Fernando Ballen
1264	YUDY ENEIDA MEDINA CARDENAS	Diego Fernando Ballen
1265	HERNAN MAURICIO JIMENES	Diego Fernando Ballen
1266	CARLOS ALBERTO SAENZ FUENTEZ	Diego Fernando Ballen
1267	YESID PUYO CASTRO	Diego Fernando Ballen

Claim #	Claimant	Counsel
1268	VICTOR ALFONZO AREVALO PARRA	Diego Fernando Ballen
1269	RENE RODRIGUEZ MONTANO	Diego Fernando Ballen
1271	CRISTIAN CAMILO MALDONADO MARTINEZ	Diego Fernando Ballen
1273	WALTER MANUEL GRANADOS	Diego Fernando Ballen
1275	JOSE CARLOS DOMINGUEZ CASTELLAR	Diego Fernando Ballen
1278	DUMAS JOSE MARTINEZ INSIGNARES	Diego Fernando Ballen
1280	ANDRES ALIRIO ZARATE ARDILA	Diego Fernando Ballen
1282	RAUL ANDRES OCAMPO ROA	Diego Fernando Ballen
1283	RUBIELA CANDELO OLAVE	Diego Fernando Ballen
1284	JUAN CARLOS VANEGAS MARMOL	Diego Fernando Ballen
1286	ARGENIS DIAZ QUESADA	Diego Fernando Ballen
1287	CARLOS HERNAN CALDERON RIVERA	Diego Fernando Ballen
1292	FERNANDO LOPEZ VALDERRAMA	Diego Fernando Ballen
1295	DALADIER MARTINEZ GALVAN	Diego Fernando Ballen
1298	CARLOS ALBERTO JAIMES ROJAS	Diego Fernando Ballen
1299	CARLOS EDUARDO ARCINIEGAS	Diego Fernando Ballen
1301	FREDDY ALEXANDER ACEVEDO OLAVE	Diego Fernando Ballen
1303	RODOLFO RAMOS RODRIGUEZ	Diego Fernando Ballen
1307	EDGAR DANIEL GRANJA OLARTE	Diego Fernando Ballen
1310	CRISTIAN DAVID HUERTAS CALDERON	Diego Fernando Ballen
1315	FABIAN FELIPE GUIZA JURADO	Diego Fernando Ballen

Claim #	Claimant	Counsel
1316	JAIME AVENDANO MARTINEZ	Diego Fernando Ballen
1337	LUIS EDUARDO IBANES ROMERO	Diego Fernando Ballen
1357	JORGE EDUARDO GRAJALEZ	Diego Fernando Ballen
1363	OSCAR URIEL SANCHEZ SALAMANCA	Diego Fernando Ballen
1370	DARLING YADIRA RAMOS PUENTES	Diego Fernando Ballen
1374	WILSON HERNANDO COLMENARES CAMACHO	Diego Fernando Ballen
1379	LINA YARLEY AGUILAR BOBADILLA	Diego Fernando Ballen
1382	LEONEL ELIECER GONZALEZ ROSALES	Diego Fernando Ballen
1388	JOSE HECTOR SIERRA FIGUEROA	Diego Fernando Ballen
1390	CARLOS ARTURO VARGAS REYES	Diego Fernando Ballen
1396	WILSON JAIRO PUENTES PUENTES	Diego Fernando Ballen
1410	JOSE ORLANDO VAQUIRO	Diego Fernando Ballen
1438	RICARDO PINILLA	Diego Fernando Ballen
1440	DIEGO ARMANDO GIL PULIDO	Diego Fernando Ballen
1447	JOSE GUILLERMO VELA LANCHEROS	Diego Fernando Ballen
1451	JORGE ALEJANDRO FARFAN TORRES	Diego Fernando Ballen
1454	NELSON MILER VEGA CASALLAS	Diego Fernando Ballen
1463	ANDERSON STEVEN MORENO RUBIO	Diego Fernando Ballen
1471	DAIMER VILLARUEL CARDENAS	Diego Fernando Ballen
1474	ANGEL ALEXANDER PERILLA PINEDA	Diego Fernando Ballen
1492	PABLO ANTONIO CHIVITA CIFUENTES	Diego Fernando Ballen

Claim #	Claimant	Counsel
1497	RIDEL ERSON ROJAS CABEZAS	Diego Fernando Ballen
1504	RAFAEL ARTURO OSPINO RODRIGUEZ	Diego Fernando Ballen
1509	ANDRES CAMILO CASALLAS VANEGAS	Diego Fernando Ballen
1515	JOHNY ALEJANDRO SHAW BOHORQUEZ	Diego Fernando Ballen
1525	LUIS EDUARDO VALENCIA CASTRO	Diego Fernando Ballen
1531	HECTOR ARIEL PACHON ARREDONDO	Diego Fernando Ballen
1535	ALBERT FABIAN NEIRA JIMENEZ	Diego Fernando Ballen
1538	GERARDO GONZALEZ VARGAS	Diego Fernando Ballen
1543	EDWIN ANDRES FONSECA GOMEZ	Diego Fernando Ballen
1544	NOHORA PATRICIA CANTILLO LOPEZ	Diego Fernando Ballen
1552	HERNAN GUZMAN CUBIDES	Diego Fernando Ballen
1563	PEDRO ANTONIO CRUZ BOHORQUES	Diego Fernando Ballen
1569	CARLOS ARMANDO SUA MARTINEZ	Diego Fernando Ballen
1572	MARIA VICTORIA ROBAYO	Diego Fernando Ballen
1585	RUBEN DARIO SIERRA	Diego Fernando Ballen
1610	HECTOR FABIAN LEON GRAJALES	Diego Fernando Ballen
1700	PEDRO MEJIA MANSBACH	Diego Fernando Ballen
1705	FREDY HOYOS MARTINEZ	Diego Fernando Ballen
1711	OSCAR EDUARDO DIAZ RODRIGUEZ	Diego Fernando Ballen
1714	ROGER FABIAN BERNAL	Diego Fernando Ballen
1718	CARLOS HUMBERTO VELLOJIN	Diego Fernando Ballen
1720	JESUS DORANCE OSPINA RIVERA	Diego Fernando Ballen

Claim #	Claimant	Counsel
1726	JOSE RAFAEL GARCIA ARRIETA	Diego Fernando Ballen
1730	MANUEL DE JESUS CAMARGO	Diego Fernando Ballen
1732	GILSON ARIEL AVILA POLANCO	Diego Fernando Ballen
1736	JHON ALEXANDER GONZALEZ	Diego Fernando Ballen
1737	HARRISON ROSERO ESCOBAR	Diego Fernando Ballen
1739	ELKIN JOSE MARMOL	Diego Fernando Ballen
1740	NORBERTO VARGAS HORTA	Diego Fernando Ballen
1744	JOSE ISRAEL VIVAS CARVAJAL	Diego Fernando Ballen
1848	HECTOR HERNAN LARA ZAMORA	Diego Fernando Ballen
1849	JOHN JAIRO ABRIL RODRIGUEZ	Diego Fernando Ballen
1850	YOVANNA PATRICIA GONZALEZ	Diego Fernando Ballen
1851	JANETH NEIRA CONTRERAS	Diego Fernando Ballen
1852	JEFFERSON ALEXANDER ROJAS QUIROGA	Diego Fernando Ballen
1853	LUZ MARGARITA OLMOS ARCE	Diego Fernando Ballen
1855	CLAUDIA CONSUELO MARTINEZ	Diego Fernando Ballen
1856	LUIS ALFONZO LOPEZ AREAS	Diego Fernando Ballen
1857	ANDREA AVIVIANA DIAZ ACOSTA	Diego Fernando Ballen
3882	MIRIAM STELLA RAMIREZ	Diego Fernando Ballen
3884	EDUARDO GONZALEZ CORREA BRAYAN ALEXANDER HERNANDEZ ALEXANDER GARCIA QUINTANA RICARDO TURRIAGO LUIS ARMANDO CORTES	Diego Fernando Ballen

Claim #	Claimant	Counsel
3738	AMADOR CASTELLANOS GUSTAVO ALIRIO	