

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

In re:

WESCO AIRCRAFT HOLDINGS, INC., *et al*,  
Reorganized Debtor.

Chapter 11

Case No. 23-90611 (MI)  
(Jointly Administered)

**GULFSTREAM AEROSPACE CORPORATION'S  
MOTION TO FILE UNDER SEAL CERTAIN EXHIBITS  
TO THE RESPONSE IN OPPOSITION TO THE REORGANIZED  
DEBTOR'S OBJECTION TO ADMINISTRATIVE EXPENSE APPLICATION**

Gulfstream Aerospace Corporation (“**Gulfstream**”) hereby files this *Motion to File Under Seal Certain Exhibits to the Response in Opposition to the Reorganized Debtor's Objection to Administrative Expense Application* (the “**Motion**”), and in support of this Motion respectfully states:

**JURISDICTION**

1. The Court has jurisdiction over this Motion under 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

**BACKGROUND**

2. Concurrently with this Motion, Gulfstream has filed its *Response in Opposition to the Reorganized Debtor's Objection to Administrative Expense Application Filed by Gulfstream Aerospace Corporation* (the “**Response**”). In support of the Response, Gulfstream submitted the Declaration of Nicholas Scott (the “**Scott Declaration**”) which attaches and incorporates certain exhibits (the “**Exhibits**”) which are commercially sensitive and, if publicly disclosed to third parties, could reasonably be expected to cause commercial injury Gulfstream, the Reorganized



Debtor, or both. Among other things, the Exhibits to the Scott Declaration include key agreements and associated schedules that are critical to the parties' business operations, including those certain Schedules to the Transition Agreement between the Debtors and Gulfstream. Indeed, the Court previously authorized the Debtors to file those same Schedules under seal. *See* Dkt. 1397 (*Order Authorizing the Debtor to File Under Seal Schedules 1-2 to the Transition Agreement Between the Debtors and Gulfstream*). The specific Exhibits to the Scott Declaration which Gulfstream seeks to file under seal are Schedules 1 and 2 to Exhibit A (Transition Agreement), and the entirety of Exhibit C (Under / Shipments / No Certifications).

3. Pursuant to Bankruptcy Local Rule 9037-1, Gulfstream has filed the applicable Exhibits under seal concurrently with the filing of this Motion. *See* Bankruptcy Local Rule 9037-1(c) (“A motion, reply, or other document may initially be filed under seal if the filing party simultaneously files a motion requesting that the document be maintained under seal.”).

### **RELIEF REQUESTED**

4. Accordingly, pursuant to sections 105(a) and 107(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 9037(c) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 9037-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “**Bankruptcy Local Rules**”), Gulfstream seeks entry of an order (i) authorizing it to file under seal the applicable Exhibits to the Scott Declaration filed in support of its Response to the Reorganized Debtor’s Objection; and (ii) granting related relief.

### **BASIS FOR RELIEF**

5. Section 105(a) of the Bankruptcy Code provides that a court “may issue any order ... that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a). Section 107(b) further provides that, “[o]n request of a party in interest, the bankruptcy

court shall ... protect an entity with respect to a trade secret or confidential research, development, or commercial information.” 11 U.S.C. § 107(b)(1). Bankruptcy Rule 9037(c) provides that a “court may order that a filing be made under seal without redaction.” FED. R. BANKR. P. 9037(c).

6. While public access to court records is the general rule, section 107(b) of the Bankruptcy Code is a “congressionally sanctioned exception[] to this rule.” *In re 50-Off Stores*, 213 B.R. 646, 650 (Bankr. W.D. Tex. 1997). Section 107(b) reflects Congress’s “anticipation that the administration of bankruptcy cases might, by their very nature, require special intervention to protect some kinds of information from dissemination to the world.” *Id.* at 654.

7. Thus, the standard by which courts evaluate requests to protect information in bankruptcy cases is not as stringent as in other civil cases. Unlike the Federal Rules of Civil Procedure, the Bankruptcy Rules do not require an entity seeking to protect sensitive commercial information to demonstrate “good cause.” *See, e.g., Video Software Dealers Ass’n v. Orion Pictures Corp. (In re Orion Pictures Corp.)*, 21 F.3d 24, 28 (2d Cir. 1994) (comparing the good cause requirement of Civil Rule 26(c)(7) with the less stringent requirements under section 107(b) of the Bankruptcy Code). Instead, the Bankruptcy Code requires only that a party show the information at issue is “confidential” and “commercial” in nature. *Id.* at 27.

8. Indeed, the Bankruptcy Code *requires* a court to protect the information where such a showing has been made. 11 U.S.C. § 107(b)(1) (“On request of a party in interest, the bankruptcy court *shall* ... protect an entity with respect to a trade secret or confidential research, development, or commercial information....” (emphasis added); *accord 50-Off Stores*, 213 B.R. at 655-56 (“The statute, on its face, states that the bankruptcy court is *required* to protect such an entity on request of a party in interest....” (emphasis in original)).

9. Here, the Exhibits to the Scott Declaration which Gulfstream seeks to have sealed are confidential commercial information, the disclosure of which is likely to cause harm to both Gulfstream and the Reorganized Debtor. Confidential commercial information is that which would result in “unfair advantage to competitors by providing them information as to the commercial operations” of the moving party. *In re Faucett*, 438 B.R. 564, 567 (Bankr. W.D. Tex. 2010) (quoting *Orion Pictures*, 21 F.3d at 27). The information sought to be protected does not need to rise to the level of a “trade secret,” but only information “so critical to the operations of the entity seeking the protective order that its disclosure will unfairly benefit that entity’s competitors.” *In re Northstar Energy, Inc.*, 315 B.R. 425, 429 (Bankr. E.D. Tex. 2004). This includes information that would reveal “the overall structure, terms and conditions” of an important agreement. *Orion Pictures*, 21 F.3d at 27-28.

10. As more fully set forth in the Response and Scott Declaration, the agreements and commercially sensitive information governing Gulfstream’s business relationship with the Reorganized Debtor are crucial for obtaining and managing inventory of parts which Gulfstream uses to build its aircraft. The industry in which Gulfstream operates is highly competitive, and the disclosure of the information contained in the Exhibits, including overall structure, terms and conditions of the parties’ agreements, would significantly harm Gulfstream’s ability to maintain competitive positions and negotiate agreements with other parties in the future.

11. Accordingly, Gulfstream respectfully submits that the Exhibits should be protected under the standard set forth in section 107(b) of the Bankruptcy Code, and Gulfstream requests entry of an order authorizing the filing of the Exhibits to the Scott Declaration under seal.

**CONCLUSION**

For the reasons set forth above, Gulfstream respectfully requests entry of an order, substantially in the form attached hereto, (i) authorizing the filing of the Exhibits to the Scott Declaration under seal; and (ii) granting such other relief as the Court deems just and proper.

Dated: February 6, 2026

Respectfully submitted,

By: /s/ Matthew S. Okin

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**CERTIFICATE OF SERVICE**

I hereby certify that on February 6, 2026, a true and correct copy of the foregoing Motion was served via the Court's CM/ECF system to all parties consenting to service through the same.

By: /s/ Matthew S. Okin

Matthew S. Okin

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

WESCO AIRCRAFT HOLDINGS, INC., *et al.*,  
  
Reorganized Debtor.

Chapter 11

Case No. 23-90611 (MI)

(Jointly Administered)

**ORDER GRANTING GULFSTREAM AEROSPACE  
CORPORATION'S MOTION TO FILE EXHIBITS UNDER SEAL**  
(Relates to Docket No. \_\_\_\_)

Upon Gulfstream Aerospace Corporation's ("**Gulfstream**") *Motion To File Under Seal Certain Exhibits to the Response in Opposition to the Reorganized Debtor's Objection to Administrative Expense Application* (the "**Motion**");<sup>1</sup> the Court having jurisdiction to enter this Order under 28 U.S.C. § 1334; consideration of the Motion being a core proceeding under 28 U.S.C. § 157(b); venue being proper in this Court under 28 U.S.C. §§ 1408 and 1409; due and proper notice of the Motion having been provided and such notice being adequate and appropriate under the circumstances; all required notice and hearing having been afforded; the Court having determined that the legal and factual bases set forth in the Motion and the record establish just cause for entry of this Order; it is hereby **ORDERED** that:

1. Gulfstream is authorized pursuant to sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Local Rule 9037-1 to file under seal the Exhibits to the Scott Declaration submitted in support of its Response.
2. The Exhibits shall remain under seal absent further order of the Court.

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<sup>1</sup> Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Motion.

3. Gulfstream and its agents are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

4. The Court shall retain jurisdiction over all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: \_\_\_\_\_  
Houston, Texas

\_\_\_\_\_  
Marvin Isgur  
United States Bankruptcy Judge