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8
9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

11 In re:

12 ZETTA JET PTE, LTD., a Singaporean
13 corporation,

14 Debtor and Debtor in Possession.

Case No.: 2:17-bk-21387-SK

Chapter 11

**DEBTOR'S EMERGENCY MOTION FOR
AUTHORITY TO (1) PAY PRE-PETITION
PRIORITY WAGES; AND (2) HONOR
EMPLOYMENT AND BENEFIT
POLICIES; MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT
THEREOF; DECLARATION OF
MICHAEL A. MAHER IN SUPPORT
THEREOF**

Emergency Hearing:

Date: [To be set]

Time: [To be set]

Place: Courtroom 1575

255 East Temple Street

Los Angeles, CA 90012

1 Pursuant to Local Bankruptcy Rules 2081-1(a)(6) and 9075-1, 11 U.S.C. §§ 105(a) and
2 507(a)(4), and Rule 6003 of the Federal Rules of Bankruptcy Procedure, Zetta Jet PTE, Ltd., a
3 Singaporean corporation and the debtor and debtor in possession in the above-captioned Chapter
4 11 bankruptcy case (the “Debtor”), hereby files this emergency motion (the “Motion”) for the
5 entry of an order authorizing the Debtor to (1) pay pre-petition priority wages, including all
6 applicable federal and state withholding taxes and payroll taxes (collectively, “Wages”), to its
7 non-insider employees and independent contractors (collectively, “Employees,” and each, an
8 “Employee”), provided that no Employee shall receive more than \$12,850 for such Wages; and
9 (2) continue to honor the Debtor’s employment and benefit policies in the ordinary course of the
10 Debtor’s business. The Debtor is not seeking authority to pay the pre-petition priority Wages of
11 any employees who are “insiders” as defined in the Bankruptcy Code; approval to pay insider
12 compensation will be sought pursuant to Notices of Setting Insider Compensation which will be
13 filed with the Office of the United States Trustee.

14 On September 15, 2017 (the “Petition Date”), the Debtor and its wholly owned
15 subsidiary, Zetta Jet USA, Inc., a California corporation (“Zetta Jet USA,” and together, with the
16 Debtor, “Zetta Jet”), each filed a voluntary petition for relief under chapter 11 of title 11 of the
17 United States Code, sections 101 *et seq.* (the “Bankruptcy Code”). The Debtor and Zetta Jet
18 USA are operating their businesses, managing their affairs, and administering their estates as
19 debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As of the
20 date of the filing of this Motion, no trustee has been appointed and no official committee has
21 been formed in either the Debtor’s case or Zetta Jet USA’s case.

22 Zetta Jet is a global leader in private flight operations for international business and
23 luxury travel. Zetta Jet owns and operates a fleet of state-of-the-art Bombardier jets, and also
24 operates a number of jets that are leased. Using the skills of the highest level professional pilots
25 and crews within the private airline industry, Zetta Jet serves routes domestically across the
26 United States and globally to Europe, Asia, Australia, Africa, the Middle East, and North and
27 South America, with ultra-long range intercontinental capabilities across the Pacific Rim. Zetta
28

1 Jet provides the highest level luxury travel to A-list celebrities and an ultra-wealthy clientele
2 base.

3 As of the Petition Date, the Debtor employed a total of one hundred seventy-six (176)
4 Employees, who are generally foreign-based. All of the Debtor's Employees are paid on a
5 monthly basis (*i.e.*, on the last day of each month), on a current basis through the date of payroll.
6 So, for example, the payroll paid on or about August 31, 2017 (prior to the commencement of the
7 Debtor's bankruptcy case) to the Debtor's Employees covered the period from August 1-31,
8 2017. The Debtor processes the payment of Wages to its Employees internally, using a payroll
9 software program, and does not use any outside payroll service.

10 By Friday, September 29, 2017, the Debtor will be required to fund the Wages due to its
11 176 Employees on September 30, 2017 for the payroll period of September 1-30, 2017 (fifteen
12 (15) days of which will constitute pre-petition obligations). The Debtor estimates that the total
13 amount of Wages required to be funded on Friday, September 29, 2017 will be approximately
14 \$959,250. To ensure that there is no interruption or delay in the payment of Wages to the
15 Debtor's Employees who are paid on a monthly basis, the Debtor requests that the Court grant
16 the Debtor authority to pay the pre-petition Wages of Employees that will come due on or about
17 September 30, 2017.

18 The Debtor also provides its Employees with certain employment and benefit programs
19 comparable to the programs that are typically offered by other employers within its industry, as
20 described in detail in the Memorandum of Points and Authorities annexed hereto.

21 By the Motion, the Debtor seeks authority to (i) pay and/or honor all pre-petition Wages
22 of the Employees (including those Wages which are unpaid as a result of a pre-petition payroll
23 check being returned for insufficient funds which may be caused by, among other things, the
24 conversion of the Debtor's pre-petition bank account to a debtor-in-possession bank account),
25 provided that no Employee shall receive more than \$12,850 for such Wages; and (ii) continue to
26 honor the Debtor's employment and benefit policies in the ordinary course of the Debtor's
27 business.

28

1 The source of the funds to be used to pay and/or honor the pre-petition Wages and to
2 continue honoring the Debtor's employment and benefit policies will be the Debtor's revenue
3 and cash on hand, which the Debtor does not believe constitute any party's cash collateral.
4 Approval to pay and/or honor the Employees' Wages will not render the Debtor's bankruptcy
5 estate administratively insolvent.

6 Needless to say, the Debtor cannot maintain its business operations without its
7 Employees. As a private airline operator, it is crucial for the Debtor to retain its Employees,
8 many of whom are pilots, flight crew members, and maintenance staff who provide highly
9 specialized services, to operate the Zetta Jet jets and manage the Debtor's business. If the Debtor
10 does not continue to pay the Employees their ordinary and earned Wages and continue to honor
11 employee benefits which are customary within the private airline industry, the morale of the
12 Employees will drop significantly, and the Employees will likely quit. Without the Employees,
13 the Debtor's operations and the value of the Debtor's business will be severely impaired, if not
14 eviscerated altogether. The Debtor must retain its Employees to continue serving its clients
15 without disruption, remain in business, and preserve the value of its assets. Based on the
16 foregoing, the Debtor respectfully submits that the relief requested in the Motion is necessary to
17 avoid immediate and irreparable harm.

18 **ADDITIONAL INFORMATION**

19 This Motion is based upon Local Bankruptcy Rules 2081-1(a)(6) and 9075-1, 11 U.S.C.
20 §§ 105(a) and 507(a)(4), and Rule 6003 of the Federal Rules of Bankruptcy Procedure, this
21 Motion, the supporting Memorandum of Points and Authorities and Declaration of Michael A.
22 Maher annexed hereto, the arguments and statements of counsel made at the hearing on the
23 Motion, and other admissible evidence properly brought before the Court.

24 In order to provide maximum notice of this Motion, concurrently with the filing of this
25 Motion with the Court, the Debtor has served the Motion upon the Office of the United States
26 Trustee, all secured creditors and their counsel (if known), the 20 largest unsecured creditors of
27 the Debtor, and parties requesting special notice via overnight mail. Hard copies of this Motion
28

1 are available upon request to proposed counsel for the Debtor, whose contact information is
2 located on the upper-left hand corner of this Motion. Upon obtaining a hearing date/time from
3 the Court, the Debtor will serve notice of the hearing on this Motion via overnight mail.

4 **WHEREFORE**, the Debtor respectfully requests that this Court hold an emergency
5 hearing on the Motion and issue an order:

6 (1) granting the Motion in its entirety;

7 (2) finding that the relief requested in the Motion is necessary to avoid immediate and
8 irreparable harm;

9 (3) authorizing the Debtor to pay and/or honor all pre-petition Wages of the
10 Employees (including those Wages which are unpaid as a result of a pre-petition payroll check
11 being returned for insufficient funds which may be caused by, among other things, the
12 conversion of the Debtor's pre-petition bank account to a debtor in possession bank account),
13 provided that no individual Employee shall receive more than \$12,850 for such Wages;

14 (4) authorizing the Debtor to continue to honor the Debtor's employment and benefit
15 policies in the ordinary course of the Debtor's business; and

16 (5) granting such other and further relief as the Court deems just and proper.

17 Dated: September 19, 2017

ZETTA JET PTE, LTD.

18 

19
20 By: _____

21 RON BENDER
22 JULIET Y. OH
23 JOHN-PATRICK M. FRITZ
24 LEVENE, NEALE, BENDER, YOO
& BRILL L.L.P.
25 Proposed Attorneys for Debtor and
26 Debtor in Possession
27
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MEMORANDUM OF POINTS AND AUTHORITIES

I.

STATEMENT OF FACTS

A. Background.

1. On September 15, 2017 (the “Petition Date”), Zetta Jet PTE, Ltd., a Singaporean corporation and the debtor and debtor in possession herein (the “Debtor”), and the Debtor’s wholly owned subsidiary, Zetta Jet USA, Inc., a California corporation (“Zetta Jet USA,” and together with the Debtor, “Zetta Jet”), each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, sections 101 *et seq.* (the “Bankruptcy Code”).¹ The Debtor and Zetta Jet USA are operating their businesses, managing their affairs, and administering their estates as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As of the date of the filing of this Motion, no trustee has been appointed and no official committee has been formed in either the Debtor’s case or Zetta Jet USA’s case.

2. Zetta Jet is a global leader in private flight operations for international business and luxury travel. Zetta Jet services routes domestically across the United States and globally to Europe, Asia, Australia, Africa, the Middle East, and North and South America, with ultra-long range intercontinental capabilities across the Pacific Rim. Zetta Jet provides the highest level luxury travel to A-list celebrities and an ultra-wealthy clientele base.

¹ The Debtor has learned that certain of its shareholders - namely, Asia Aviation Holdings Pte Ltd and Truly Great Global Limited - have sought and obtained on an emergency basis an injunction from a Court in Singapore in response to the commencement of the Chapter 11 bankruptcy cases filed by the Debtor and Zetta Jet USA. Counsel for the Debtor has thus far not yet been provided with a copy of any such injunction. The Debtor contends that (i) the actions taken by the foregoing parties in Singapore constitute violations of the automatic stay, (ii) the Singapore Court does not have any jurisdiction over the Debtor or this Bankruptcy Court, and (iii) as a result of the foregoing, the actions taken by such parties are null and void as a matter of law. *See In re Gold & Honey, Ltd.*, 310 B.R. 357, 369 (Bankr.E.D.N.Y.2009) (determining foreign receivership proceeding commenced in Israel for Israeli corporation to have violated the automatic stay when New York corporation and Israeli corporation had already commenced chapter 11 proceedings). In any event, the Debtor believes that the failure to pay its payroll when due will likely cause irreparable harm to the Debtor and its estate, and the Debtor has provided counsel to the shareholders with a copy of the motion and notice of the hearing thereon.

1 3. The Debtor is the parent and sole shareholder of Zetta Jet USA. The Debtor has
2 its main office in Singapore, and Zetta Jet USA has its main office and hangar base in Burbank,
3 California.

4 4. Zetta Jet owns and operates a fleet of state-of-the-art Bombardier dual-engine jet
5 aircraft, which are equipped with the fastest in-flight Wi-Fi available, whisper-quiet cabins, and
6 curated with the finest amenities. Additionally, Zetta Jet operates a number of leased jets. Zetta
7 Jet's fleet of leased and owned aircraft is operated by the highest level professional pilots and
8 crews within the private airline industry.

9 5. Together, the Debtor and Zetta Jet USA operate as a joint enterprise in global
10 luxury and business travel with network links in key cities across the globe, including Moscow,
11 Los Angeles, New York City, London, Beijing, and Shanghai.

12 6. The Debtor and Zetta Jet USA have no secured lender and do not believe that any
13 creditor has a security interest or lien in the revenue and cash of the Debtor and/or Zetta Jet
14 USA.

15 7. In December 2016, the Debtor announced the merger/acquisition of Zetta Jet
16 USA's predecessor in interest, Advanced Air Management, Inc., a California corporation, and
17 Asia Aviation Company Pte, Ltd., a Singaporean company, which gave rise to the Zetta Jet of
18 today. Established in August 2015, Zetta Jet has provided the ultimate in bespoke luxury
19 experience to a discerning clientele of ultra-high-net-worth individuals across the globe. Zetta
20 Jet has enjoyed phenomenal growth over the past two years, in large part due to high client
21 satisfaction, customer word-of-mouth, and high-profile advertising, including advertising on the
22 ring-ropes of the recent Mayweather-McGregor boxing match.

23 8. Zetta Jet has the highest safety ratings and credentials from major aero-safety
24 rating agencies, including Wingman and ARG/US Air Charter. Zetta Jet is certified by the
25 International Business Aviation Council and is a member of Air Charter Safety Foundation.
26 Pursuant to Title 14 of the Code of Federal Regulations, Part 135, Zetta Jet USA holds an Air
27 Carrier Certificate issued by the Federal Aviation Administration ("FAA") to conduct domestic
28 and international charter flights. All domestic and international air charter operations of the

1 Debtor and Zetta Jet USA are conducted under the Air Carrier Certificate issued by the FAA to
2 Zetta Jet USA.

3 **B. Events Leading To Bankruptcy.**

4 9. In August 2017, Zetta Jet's management learned that one of its officers, Geoffrey
5 Cassidy (who has since been removed from office), was engaged in what Zetta Jet alleges to be
6 fraud, embezzlement, breaches of fiduciary duty, defalcation, and self-dealing at a loss of
7 millions of dollars to Zetta Jet. On August 17, 2017, Zetta Jet held special board meetings and
8 removed Mr. Cassidy and his wife from their respective positions with Zetta Jet, and appointed
9 Michael Maher as Zetta Jet's new Chief Executive Officer and President. At a special board
10 meeting held on September 5, 2017, the board of directors authorized Mr. Maher to explore
11 bankruptcy options and file bankruptcy cases for the Debtor and Zetta Jet USA.

12 10. Zetta Jet believes that Mr. Cassidy did not simply loot Zetta Jet's coffers but also
13 entered into several contracts on behalf of Zetta Jet that were detrimental to Zetta Jet (many of
14 which Zetta Jet suspects involved kickbacks to Mr. Cassidy and secretive self-dealing).

15 11. Zetta Jet takes the alleged fraud by Mr. Cassidy very seriously and began a legal
16 investigation and forensic accounting prepetition. As a result, on September 8, 2017, Zetta Jet
17 filed a federal civil lawsuit against Mr. Cassidy and an investor in the United States District
18 Court for the Central District of California, bearing case number 2:17-cv-06648-JAK-GJS (the
19 "District Court Lawsuit"). By way of the District Court Lawsuit, Zetta Jet alleges that Mr.
20 Cassidy engaged in self-dealing, fraud, embezzlement and enriched himself by, among other
21 unlawful activities, (i) using company funds to purchase and/or renovate personal property
22 including two yachts and related items valued conservatively between \$3 million USD and \$10
23 million USD; (ii) purchasing and renovating real property, including homes in France and
24 Singapore; (iii) purchasing at least three luxury automobiles in Singapore valued conservatively
25 between \$2 million USD and \$3 million USD; (iv) hosting extravagant gatherings costing
26 hundreds of thousands of dollars in restaurants, bars, and social clubs around the world,
27 including in Monaco, Los Angeles, and Macao; and (v) personally using Zetta Jet's fleet to fly
28 his friends and himself for free around the globe to Singapore, Melbourne, Tokyo, Los Angeles,

1 and Nice, France (where he took possession of his new multi-million-dollar yacht, which was
2 purchased with misappropriated funds at Zetta Jet's expense), in total over 300 hours of flight
3 time at an average cost of \$10,000 per hour in costs and lost corporate opportunity.

4 12. In 2015, Mr. Cassidy, in his capacity as an officer of Zetta Jet, purchased seven
5 (7) Bombardier Global Express aircraft from a company called Jetcraft and is alleged to have
6 made secret deals with the Jetcraft broker for illegal kickbacks of approximately \$2 million
7 USD for each aircraft purchased. Later, in 2017, Mr. Cassidy ordered seven (7) more
8 Bombardier jets from Jetcraft with similar alleged illegal secret kickbacks. Zetta Jet estimates
9 that these alleged illegal kickbacks, in the aggregate, represent between \$14 million USD and
10 \$18 million USD of assets and/or opportunities misappropriated from Zetta Jet. These dealings
11 harmed and continue to harm Zetta Jet by having inflated the price of the purchased jets,
12 inflating the financing obligations taken on by Zetta Jet, including additional interest on higher
13 principal sums borrowed, and inflating the debt service to an unsustainable level.

14 13. Both the Debtor and Zetta Jet USA will seek to employ professionals in their
15 bankruptcy cases to continue the forensic work and litigation involving the District Court
16 Lawsuit and intend to recover as much as possible to repay creditors, as well as unwind and
17 avoid fraudulent conveyances. The Debtor and Zetta Jet USA will also evaluate and seek to
18 reject certain executory contracts negotiated by Mr. Cassidy for their unfavorable business terms
19 or otherwise avoid them as fraudulent conveyances. The FBI has interviewed Zetta Jet's
20 officers and shareholders about these matters, and Zetta Jet's current management is cooperating
21 fully in the belief that this will advance recovery for creditors.

22 14. Additionally, in 2016, a wealthy Chinese national, Mr. Li Qi, made a substantial
23 investment in Zetta Jet with a combination of \$70 million USD loans and \$60 million USD
24 capital. Zetta Jet estimates that Mr. Qi was owed approximately \$70 million of debt as of the
25 Petition Date. Prior to the Petition Date, Mr. Qi sought the immediate payment of the
26 obligations owed to him. Zetta Jet's management determined that Zetta Jet could not satisfy the
27 demand, certainly not without compromising the integrity of Zetta Jet's ongoing business
28 operations.

1 15. With the mounting pressure on cash flow, payments due to legitimate creditors
2 for debts incurred in the ordinary course of Zetta Jet’s business, and fraudulent claims being
3 lodged by illegitimate creditors, the Debtor and Zetta Jet USA determined in their reasonable
4 business judgment that they should file Chapter 11 bankruptcy cases and utilize the protections
5 of the Bankruptcy Code to keep their business operations running without disruption, purge any
6 fraudulent debt, analyze and reject those contracts negotiated by Mr. Cassidy which are
7 determined by the Debtor and Zetta Jet USA to be unfavorable, pursue claims against Mr.
8 Cassidy and potentially other parties, and provide for the greatest recovery possible for the
9 legitimate creditors of the Debtor and Zetta Jet USA.

10 **C. Necessity To Pay Pre-Petition Priority Wages And Honor Employment And Benefit**
11 **Policies.**

12 16. As of the Petition Date, the Debtor employed a total of one hundred seventy-six
13 (176) employees and independent contractors (collectively, the “Employees,” and each, an
14 “Employee”), who are generally foreign based. A list of the Employees and their respective
15 wages is attached as **Exhibit “A”** to the Declaration of Michael A. Maher annexed hereto (the
16 “Maher Declaration”).

17 17. All of the Debtor’s Employees are paid on a monthly basis (*i.e.*, on the last day of
18 each month), on a current basis through the date of payroll. So, for example, the payroll paid on
19 or about August 31, 2017 (prior to the commencement of the Debtor’s bankruptcy case) to the
20 Debtor’s Employees covered the period from August 1-31, 2017.

21 18. The Debtor processes the payment of wages, including all applicable federal and
22 state withholding taxes and payroll taxes (“Wages”) to its Employees internally, using a payroll
23 software program, and does not use any outside payroll service.

24 19. By Friday, September 29, 2017, the Debtor will be required to fund the Wages
25 due to its 176 Employees on September 30, 2017 for the payroll period of September 1-30, 2017
26 (fifteen (15) days of which will constitute pre-petition obligations). The Debtor estimates that
27 the total amount of Wages required to be funded on Friday, September 29, 2017 will be
28 approximately \$959,250. To ensure that there is no interruption or delay in the payment of

1 Wages to the Debtor's Employees who are paid on a monthly basis, the Debtor is requesting that
2 the Court grant the Debtor authority to pay the pre-petition Wages of Employees that will come
3 due on or about September 30, 2017.

4 20. The Debtor is *not* seeking authority to pay the pre-petition priority Wages of any
5 employees who are, or may be considered, "insiders" within the definition of Section 101(31) of
6 the Bankruptcy Code. The Employees who are the subject of this Motion do not include any
7 "insider" employees of the Debtor. Approval to pay compensation to the Debtor's "insider"
8 employees will be sought pursuant to Notices of Setting Insider Compensation which will be
9 filed with the United States Trustee.

10 21. The Debtor also provides its Employees with certain employment and benefit
11 programs comparable to the programs that are typically offered by other employers within the
12 private airline industry. The following employment and benefit programs are proposed to be
13 continued to be offered to the Debtor's Employees post-petition:

14 a. Medical Insurance Policy. All Employees are eligible to receive
15 company-subsidized medical insurance coverage under a number of different medical
16 insurance plans through Aviva and Global Health (Liberty Insurance). The Debtor
17 subsidizes 100% of the premiums for insurance coverage under the foregoing medical
18 insurance plans for participating Employees. Family members of the Employees are
19 provided with an opportunity to obtain coverage through one of the offered medical
20 insurance plans. However, other than for one (1) Employee and his dependents, the
21 Debtor does not subsidize any portion of the premiums for medical insurance coverage
22 for the Employees' family members. The Debtor agreed to subsidize the medical
23 insurance coverage for the foregoing one (1) Employee as a material term of his
24 employment agreement with the Debtor. A number of the Debtor's Employees opt to
25 obtain medical insurance coverage on their own (particularly as certain countries in
26 which some Employees are based are not eligible for coverage under one of the medical
27 insurance plans offered by the Debtor) – these Employees are reimbursed by the Debtor
28 up to a specified amount (based upon their particular employment agreements with the

1 Debtor) for the premium amounts that they pay for such coverage. The Debtor desires to
2 continue having its medical insurance coverage policy in effect and therefore, seeks
3 authority to continue to honor such policy post-petition.

4 b. Business Expense Reimbursement; Raffles Outpatient Medical Clinic
5 Reimbursement. The Debtor reimburses Employees for reasonable business travel
6 expenses and other business related expenses. All Employees who travel are entitled to a
7 per diem, and reimbursement of travel related expenses. All Employees are required to
8 submit an expense report and copies of all receipts/invoices supporting their per diem
9 and travel related expenses to the Debtor's finance department, and receive
10 reimbursement of all approved per diem and travel related expenses at the following
11 payroll date. In addition to travel related and other business expenses, the Debtor offers
12 all office staff Employees who have completed at least three (3) months of employment
13 reimbursement of up to \$500 of outpatient costs incurred each calendar year by such
14 Employees at a Raffles Medical Group clinic. The Debtor desires to continue having its
15 existing business expense and Raffles Medical Group outpatient expense reimbursement
16 policies in effect and therefore, seeks authority to continue to honor such policies post-
17 petition.

18 22. In summary, by this Motion, the Debtor seeks authority to:

19 a. pay pre-petition priority Wages to the Debtor's 176 Employees on or
20 about Friday, September 29, 2017 for the payroll period of September 1-30, 2017
21 (fifteen (15) days of which will constitute pre-petition obligations;

22 b. honor pre-petition priority Wages of the Employees, including those
23 outstanding checks for Wages that were issued to such Employees prior to the Petition
24 Date but were not yet deposited as of the Petition Date or that were returned for
25 insufficient funds due to the conversion of the Debtor's pre-petition bank accounts to
26 debtor in possession bank accounts, and to issue replacement checks to the extent
27 necessary to pay such Wages; and
28

1 c. continue to honor the Debtor's employment and benefit policies as
2 described above.

3 23. The source of the funds to be used to pay and/or honor the pre-petition Wages
4 and to continue honoring the Debtor's employment and benefit policies will be the Debtor's
5 revenue and cash on hand, which the Debtor does not believe constitute any party's cash
6 collateral. Approval to pay and/or honor the Employees' Wages will not render the Debtor's
7 bankruptcy estate administratively insolvent.

8 II.

9 DISCUSSION

10 **A. Payment Of Certain Pre-Petition Wages Is Permissible Under Section 507(a)(4).**

11 11 U.S.C. § 507(a)(4) provides priority to claimants, up to \$12,850 per individual, for
12 wages, salaries, or bonuses, including vacation, insurance, and sick leave earned by individuals
13 within 180 days prior to the filing of a case under chapter 11 of the Bankruptcy Code.

14 **B. This Court Has The Authority To Grant The Relief Requested Herein.**

15 Pursuant to Section 105(a) of the Bankruptcy Code, "the court may issue any order,
16 process, or judgment that is necessary or appropriate to carry out the provisions of this title."
17 The basic purpose of Section 105(a) is "to assure the bankruptcy courts power to take whatever
18 action is appropriate or necessary in aid in their jurisdiction." 2 *Collier on Bankruptcy* ¶ 105.01
19 at 105-3 (15th ed. rev. 1998). Essentially, Section 105(a) codifies the bankruptcy court's
20 inherent equitable powers. *See Green v. Drexler (In re Feit & Drexler, Inc.)*, 760 F.2d 406 (2d
21 Cir. 1985).

22 Where business exigencies require, courts have authorized debtors to pay the pre-petition
23 claims of particular creditors. *In re Ionosphere Clubs, Inc.*, 98 B.R. 174 (Bankr. S.D.N.Y. 1989).
24 The "Necessity of Payment Rule" empowers a court to authorize a debtor to pay pre-petition
25 claims essential to continued operations. *Id.* at 175-76, *citing Miltenberger v. Logansport, C. &*
26 *S. W.R. Co.*, 106 U.S. 286 (1882):

27 "The 'necessity of payment' doctrine permits immediate payment of
28 claims of creditors where those creditors will not supply services or

1 materials essential to the conduct of the business until their pre-
2 reorganization claims have been paid.”

3 *Ionosphere Clubs*, 98 B.R. at 176, quoting *In re Leigh and New England Railway Company*, 657
4 F.2d 570, 581 (3rd Cir. 1981). This rule applies in all Chapter 11 cases because “the rationale
5 for the necessity of payment rule, i.e., facilitating the continued operation and rehabilitation of
6 the debtor . . . is . . . a paramount goal of chapter 11.” *Ionospere Clubs*, 98 B.R. at 176, citing
7 *Dudley v. Mealey*, 147 F.2d 268 (2d Cir. 1945), *cert. den’d*, 325 U.S. 873 (1945). Therefore,
8 where continued operation and rehabilitation of the debtor require payment of pre-petition
9 wages, the Court may authorize such payment under Sections 363 (b) and/or 105(a) of the
10 Bankruptcy Code.

11 In *Armstrong World Industries, Inc. v. James A. Phillips, Inc. (In re James A. Phillips,*
12 *Inc.)*, 29 B.R. 391, 394 (S.D.N.Y. 1983), the district court recognized the “special status” of
13 suppliers holding unstayed lien rights, and authorized the debtor to pay their claims in the
14 ordinary course of its business activities. *See also Dave Noake, Inc. v. Harold’s Garage, Inc. (In*
15 *re Dave Noake, Inc.)*, 45 B.R. 555 (Bankr. D. Vt. 1984) (rejecting a challenge under section 549
16 to post-petition payments made to creditor holding lien rights under local law). Similarly, one
17 former bankruptcy judge has recognized that when “confronted with special circumstances
18 . . . particularly in the early stages of the case, a court may preserve the potential for
19 rehabilitation.” Ordin, *Finality of Order of Bankruptcy Court*, 54 Am. Bankr. L.J. 173 (1980).

20 In *In re Gulf Air, Inc.*, 112 B.R.152 (Bankr. W.D. La. 1989), the court noted that cases
21 decided both under the Act and the Code have recognized the “necessity of payment” doctrine
22 under which payment of pre-petition employee claims is authorized prior to the time a plan of
23 reorganization is confirmed so long as absent such payment there is a risk that the services of
24 key employees will be lost to the debtor and without such employees, the debtor’s going
25 concern value will be impaired. *Id.* at 153.

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28

1 **C. Sufficient Evidence Has Been Provided, In Compliance With Local Bankruptcy**
2 **Rule 2081-1(a)(6), To Grant The Relief Requested Herein.**

3 Local Bankruptcy Rule 2081-1(a)(6) provides that motions to pay pre-petition payroll
4 and to honor pre-petition employment procedures must be supported with evidence that
5 establishes:

- 6 (i) The employees are still employed;
7 (ii) The necessity for payment;
8 (iii) The benefit of the procedures;
9 (iv) The prospect of reorganization;
10 (v) Whether the employees are insiders;
11 (vi) Whether the employees' claims are within the limits established by 11 U.S.C.
12 § 507; and that
13 (vii) The payment will not render the estate administratively insolvent.

14 The foregoing factors are discussed individually below:

15 1. The employees are still employed. As set forth in the Maher Declaration, all of
16 the Employees who are the subject of this Motion are still employed by the Debtor.

17 2. The necessity for payment. The Debtor believes that significantly all of the
18 Employees will quit if they are not paid their salaries and benefits in full in a timely fashion. As
19 a private airline operator, it is crucial for the Debtor to retain its Employees, many of whom are
20 pilots, flight crew members, and maintenance staff who provide highly specialized services, to
21 operate the Zetta Jet jets and manage the Debtor's business. The Debtor must retain the
22 Employees to continue its business operations without interruption and to preserve and
23 maximize the value of its assets during this Chapter 11 case. The Debtor's personnel is familiar
24 with the Debtor's business operations, vendors, and client base, and is thus essential to the
25 preservation of the Debtor's business. Therefore, the Debtor's failure to pay pre-petition Wages
26 to the Employees and honor the Debtor's employment and benefit policies will likely result in
27 severe disruptions to the Debtor's operations to the detriment of creditors. The Debtor's ability
28 to preserve the full value of its business and assets and ultimately successfully reorganize

1 depends upon the Debtor's continued operations, which cannot occur without the efforts of the
2 Employees.

3 3. The benefit of the procedures. In order to attract and retain the Employees, the
4 Debtor maintains what it believes are competitive and reasonable employment and benefit
5 policies. The Debtor believes that maintaining good relationships with, and the morale of, the
6 Employees requires continuing to honor the employment and benefit policies described above
7 which are currently in effect for the Employees.

8 4. The prospect of reorganization. As noted above, through their bankruptcy cases,
9 the Debtor and Zetta Jet USA intend to keep their business operations running without
10 disruption, purge any fraudulent debt, analyze and reject those contracts negotiated by Mr.
11 Cassidy, Zetta Jet's former officer, which are determined by Zetta Jet to be unfavorable, and
12 pursue claims against Mr. Cassidy and potentially other parties, all of which the Debtor and
13 Zetta Jet USA believe will enable them to formulate and pursue confirmation of a plan(s) of
14 reorganization which allows the Debtor and Zetta Jet USA to restructure their existing debt in a
15 cohesive and efficient manner and provide recovery for creditors while maintaining the integrity
16 of their business. Therefore, the continued operation of Zetta Jet's business, which requires the
17 retention of the Employees, is critical for the Debtor to preserve and maximize the value of its
18 business and assets for the benefit of creditors and its bankruptcy estate.

19 5. Whether the employees are insiders. As discussed above, the Debtor is not
20 seeking authority to pay the pre-petition priority Wages of any employees who are "insiders" (as
21 defined in the Bankruptcy Code). Approval to pay compensation to "insider" employees will be
22 sought pursuant to Notices of Setting Insider Compensation which will be filed with the United
23 States Trustee.

24 6. Whether the employees' claims are within the limits established by 11 U.S.C. §
25 507. As set forth in the Maher Declaration and Exhibit "A" thereto, most, if not all, of the
26 Employees' claims for pre-petition Wages are within the \$12,850 limit established by 11 U.S.C.
27 § 507(a)(4). Notwithstanding the foregoing, the Motion expressly provides that none of the
28 Employees shall receive more than \$12,850 on account of pre-petition priority claims for Wages

1 so, if any Employee has a pre-petition priority claim for Wages which exceeds \$12,850, such
2 Employee shall receive only \$12,850 on account of such claim at this time.

3 7. The payment will not render the estates administratively insolvent. As set forth
4 in the Maher Declaration, the Debtor does not believe that the payment of pre-petition priority
5 claims for its Employees' Wages and the honoring of employment and benefit policies will
6 render its bankruptcy estate administratively insolvent.

7 **D. The Relief Requested Herein Is Necessary To Avoid Immediate And Irreparable**
8 **Harm And Is Therefore Warranted Under Rule 6003 Of The Federal Rules Of**
9 **Bankruptcy Procedure.**

10 Rule 6003 of the Federal Rules of Bankruptcy Procedure states, in relevant part:

11 "Except to the extent that relief is necessary to avoid immediate
12 and irreparable harm, the court shall not, within 21 days after the
13 filing of the petition, grant relief regarding the following:
14 [...]"

15 (b) a motion to use, sell, lease, or otherwise incur an
16 obligation, regarding property of the estate, including a motion to
17 pay all or part of a claim that arose before the filing of the petition,
18 but not a motion under Rule 4001; [...]"

19 Fed. R. Bankr. Pro. 6003.

20 For the reasons noted above, the Debtor's failure to pay pre-petition Wages to the
21 Debtor's 176 Employees on or about September 29, 2017, and to continue to honor the Debtor's
22 employment and benefit policies will likely result in severe disruptions to the Debtor's business
23 and may jeopardize the Debtor's ability to preserve and maximize the value of its business and
24 assets. Accordingly, the Debtor respectfully submits that the payment of the Employees' pre-
25 petition Wages and the honoring of the Debtor's employment and benefit policies within the
26 first twenty one (21) days after the Petition Date are necessary to avoid immediate and
27 irreparable harm, and are therefore warranted under Rule 6003 of the Federal Rules of
28 Bankruptcy Procedure.

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III.

CONCLUSION

WHEREFORE, the Debtor respectfully requests that this Court hold an emergency hearing on the Motion and issue an order:

(1) granting the Motion in its entirety;

(2) finding that the relief requested in the Motion is necessary to avoid immediate and irreparable harm;

(3) authorizing the Debtor to pay and/or honor all pre-petition Wages of the Employees (including those Wages which are unpaid as a result of a pre-petition payroll check being returned for insufficient funds which may be caused by, among other things, the conversion of the Debtor's pre-petition bank account to a debtor in possession bank account), provided that no individual Employee shall receive more than \$12,850 for such Wages;

(4) authorizing the Debtor to continue to honor the Debtor's employment and benefit policies in the ordinary course of the Debtor's business; and

(5) granting such other and further relief as the Court deems just and proper.

Dated: September 19, 2017

ZETTA JET PTE, LTD.



By: _____

RON BENDER
JULIET Y. OH
JOHN-PATRICK M. FRITZ
LEVENE, NEALE, BENDER, YOO
& BRILL L.L.P.
Proposed Attorneys for Debtor and
Debtor in Possession

DECLARATION OF MICHAEL A. MAHER

I, Michael A. Maher, hereby declare as follows:

1. I am over 18 years of age. I have personal knowledge of the facts set forth herein, and, if called as a witness, could and would testify competently with respect thereto.

2. At a special board meeting held by Zetta Jet PTE, Ltd., a Singaporean corporation and the debtor and debtor in possession herein (the "Debtor"), and Zetta Jet USA, Inc., a California corporation ("Zetta Jet USA," and together with the Debtor, "Zetta Jet"), on September 5, 2017, the board of directors of Zetta Jet appointed me as Zetta Jet's new Chief Executive Officer and President. I have reviewed and am familiar with and am knowledgeable about the books and records of Zetta Jet, which books and records are made in the regular practice of business, kept in the regular course of business, made by a person with knowledge of the events and information related thereto, and made at or near the time of events and information recorded.

3. I submit this declaration in support of the emergency motion (the "Motion") for the entry of an order authorizing the Debtor to (A) pay pre-petition priority wages, including all applicable federal and state withholding taxes and payroll taxes (collectively, "Wages"), to its non-insider employees and independent contractors (collectively, "Employees," and each, an "Employee"), provided that no Employee shall receive more than \$12,850 for such Wages; and (B) continue to honor the Debtor's employment and benefit policies in the ordinary course of the Debtor's business, to which Motion this declaration is attached.

4. The Debtor and Zetta Jet USA each filed a Voluntary Petition for relief under Chapter 11 of the Bankruptcy Code on September 15, 2017 ("Petition Date").² The Debtor and

² The Debtor has learned that certain of its shareholders - namely, Asia Aviation Holdings Pte Ltd and Truly Great Global Limited - have sought and obtained on an emergency basis an injunction from a Court in Singapore in response to the commencement of the Chapter 11 bankruptcy cases filed by the Debtor and Zetta Jet USA. Counsel for the Debtor has thus far not yet been provided with a copy of any such injunction. The Debtor contends that (i) the actions taken by the foregoing parties in Singapore constitute violations of the automatic stay, (ii) the Singapore Court does not have any jurisdiction over the Debtor or this Bankruptcy Court, and (iii) as a result of the foregoing, the actions taken by such parties are null and void as a matter of law. *See In re Gold & Honey, Ltd.*, 310 B.R. 357, 369 (Bankr.E.D.N.Y.2009) (determining foreign receivership proceeding commenced in Israel for Israeli corporation to have violated the automatic stay when New York corporation and Israeli corporation had

1 Zetta Jet USA are operating their businesses, managing their affairs, and administering their
2 estates as debtors in possession. To date, no trustee has been appointed and no official
3 committee has been formed in either the Debtor's case or Zetta Jet USA's case.

4 5. Zetta Jet is a global leader in private flight operations for international business
5 and luxury travel. Zetta Jet services routes domestically across the United States and globally to
6 Europe, Asia, Australia, Africa, the Middle East, and North and South America, with ultra-long
7 range intercontinental capabilities across the Pacific Rim. Zetta Jet provides the highest level
8 luxury travel to A-list celebrities and an ultra-wealthy clientele base.

9 6. The Debtor is the parent and sole shareholder of Zetta Jet USA. The Debtor has
10 its main office in Singapore, and Zetta Jet USA has its main office and hangar base in Burbank,
11 California.

12 7. Zeta Jet owns and operates a fleet of state-of-the-art Bombardier dual-engine jet
13 aircraft, which are equipped with the fastest in-flight Wi-Fi available, whisper-quiet cabins, and
14 curated with the finest amenities. Additionally, Zetta Jet operates a number of leased jets. Zetta
15 Jet's fleet of leased and owned aircraft is operated by the highest level professional pilots and
16 crews within the private airline industry.

17 8. Together, the Debtor and Zetta Jet USA operate as a joint enterprise in global
18 luxury and business travel with network links in key cities across the globe, including Moscow,
19 Los Angeles, New York City, London, Beijing, and Shanghai.

20 9. The Debtor and Zetta Jet USA have no secured lender, and I do not believe that
21 any creditor has a security interest or lien in the revenue and cash of the Debtor and/or Zetta Jet
22 USA.

23 10. In December 2016, Zetta Jet PTE announced the merger/acquisition of Zetta Jet
24 USA's predecessor in interest, Advanced Air Management, Inc., a California corporation, and
25 Asia Aviation Company Pte, Ltd., a Singaporean company, which gave rise to the Zetta Jet of
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27
28 already commenced chapter 11 proceedings). In any event, the Debtor believes that the failure to pay its
payroll when due will likely cause irreparable harm to the Debtor and its estate, and the Debtor has
provided counsel to the shareholders with a copy of the motion and notice of the hearing thereon.

1 today. Established in August 2015, Zetta Jet has provided the ultimate in bespoke luxury
2 experience to a discerning clientele of ultra-high-net-worth individuals across the globe. Zetta
3 Jet has enjoyed phenomenal growth over the past two years, in large part due to high client
4 satisfaction, customer word-of-mouth, and high-profile advertising, including advertising on the
5 ring-ropes of the recent Mayweather-McGregor boxing match.

6 11. Zetta Jet has the highest safety ratings and credentials from major aero-safety
7 rating agencies, including Wingman and ARG/US Air Charter. Zetta Jet is certified by the
8 International Business Aviation Council and is a member of Air Charter Safety Foundation.
9 Pursuant to Title 14 of the Code of Federal Regulations, Part 135, Zetta Jet USA holds an Air
10 Carrier Certificate issued by the Federal Aviation Administration (“FAA”) to conduct domestic
11 and international charter flights. All domestic and international air charter operations of the
12 Debtor and Zetta Jet USA are conducted under the Air Carrier Certificate issued by the FAA to
13 Zetta Jet USA.

14 12. In August 2017, Zetta Jet’s management learned that one of its officers, Geoffrey
15 Cassidy (who has since been removed from office), was engaged in what Zetta Jet alleges to be
16 fraud, embezzlement, breaches of fiduciary duty, defalcation, and self-dealing at a loss of
17 millions of dollars to Zetta Jet. On August 17, 2017, Zetta Jet held special board meetings and
18 removed Mr. Cassidy and his wife from their respective positions with Zetta Jet, and appointed
19 me as Zetta Jet’s new Chief Executive Officer and President. At a special board meeting held
20 on September 5, 2017, the board of directors authorized me to explore bankruptcy options and
21 file bankruptcy cases for the Debtor and Zetta Jet USA.

22 13. Zetta Jet alleges that Mr. Cassidy did not simply loot Zetta Jet’s coffers but also
23 entered into several contracts on behalf of Zetta Jet that were detrimental to Zetta Jet (many of
24 which Zetta Jet’s management suspects involved kickbacks to Mr. Cassidy and secretive self-
25 dealing).

26 14. Zetta Jet’s management takes the alleged fraud by Mr. Cassidy very seriously
27 and began a legal investigation and forensic accounting prepetition. As a result, on September
28 8, 2017, Zetta Jet filed a federal civil lawsuit against Mr. Cassidy and an investor in the United

1 States District Court for the Central District of California, bearing case number 2:17-cv-06648-
2 JAK-GJS (the “District Court Lawsuit”). By way of the District Court Lawsuit, Zetta Jet alleges
3 that Mr. Cassidy engaged in self-dealing, fraud, embezzlement and enriched himself by, among
4 other unlawful activities, (i) using company funds to purchase and/or renovate personal property
5 including two yachts and related items valued conservatively between \$3 million USD and \$10
6 million USD; (ii) purchasing and renovating real property, including homes in France and
7 Singapore; (iii) purchasing at least three luxury automobiles in Singapore valued conservatively
8 between \$2 million USD and \$3 million USD; (iv) hosting extravagant gatherings costing
9 hundreds of thousands of dollars in restaurants, bars, and social clubs around the world,
10 including in Monaco, Los Angeles, and Macao; and (v) personally using Zetta Jet’s fleet to fly
11 his friends and himself for free around the globe to Singapore, Melbourne, Tokyo, Los Angeles,
12 and Nice, France (where he took possession of his new multi-million-dollar yacht, which was
13 purchased with misappropriated funds at Zetta Jet’s expense), in total over 300 hours of flight
14 time at an average cost of \$10,000 per hour in costs and lost corporate opportunity.

15 15. It is my understanding and belief that, in 2015, Mr. Cassidy, in his capacity as an
16 officer of Zetta Jet, purchased seven (7) Bombardier Global Express aircraft from a company
17 called Jetcraft and is alleged to have made secret deals with the Jetcraft broker for illegal
18 kickbacks of approximately \$2 million USD for each aircraft purchased. It is further my
19 understanding and belief that later, in 2017, Mr. Cassidy ordered seven (7) more Bombardier
20 jets from Jetcraft with similar alleged illegal secret kickbacks. Zetta Jet’s management
21 estimates that these alleged illegal kickbacks, in the aggregate, represent between \$14 million
22 USD and \$18 million USD of assets and/or opportunities misappropriated from Zetta Jet. I
23 believe these dealings harmed and continue to harm Zetta Jet by having inflated the price of the
24 purchased jets, inflating the financing obligations taken on by Zetta Jet, including additional
25 interest on higher principal sums borrowed, and inflating the debt service to an unsustainable
26 level.

27 16. Both the Debtor and Zetta Jet USA will seek to employ professionals in their
28 bankruptcy cases to continue the forensic work and litigation involving the District Court

1 Lawsuit and intend to recover as much as possible to repay creditors, as well as unwind and
2 avoid fraudulent conveyances. The Debtor and Zetta Jet USA will also evaluate and seek to
3 reject certain executory contracts negotiated by Mr. Cassidy for their unfavorable business terms
4 or otherwise avoid them as fraudulent conveyances. The FBI has interviewed Zetta Jet's
5 officers and shareholders about these matters, and Zetta Jet's current management is cooperating
6 fully in the belief that this will advance recovery for creditors.

7 17. Additionally, in 2016, a wealthy Chinese national, Mr. Li Qi, made a substantial
8 investment in Zetta Jet with a combination of \$70 million USD loans and \$60 million USD
9 capital. Zetta Jet estimates that Mr. Qi was owed approximately \$70 million of debt as of the
10 Petition Date. Prior to the Petition Date, Mr. Qi sought the immediate payment of the
11 obligations owed to him. Zetta Jet's management determined that Zetta Jet could not satisfy the
12 demand, certainly not without compromising the integrity of Zetta Jet's ongoing business
13 operations.

14 18. With the mounting pressure on cash flow, payments due to legitimate creditors
15 for debts incurred in the ordinary course of Zetta Jet's business, and fraudulent claims being
16 lodged by illegitimate creditors, the Debtor and Zetta Jet USA determined in their reasonable
17 business judgment that they should file Chapter 11 bankruptcy cases and utilize the protections
18 of the Bankruptcy Code to keep their business operations running without disruption, purge any
19 fraudulent debt, analyze and reject those contracts negotiated by Mr. Cassidy which are
20 determined by the Debtor and Zetta Jet USA to be unfavorable, pursue claims against Mr.
21 Cassidy and potentially other parties, and provide for the greatest recovery possible for the
22 legitimate creditors of the Debtor and Zetta Jet USA.

23 19. As of the Petition Date, the Debtor employed a total of one hundred seventy-six
24 (176) Employees, who are generally foreign based. A list of the Employees and their respective
25 wages is attached as **Exhibit "A"** hereto.

26 20. To the best of my knowledge, most, if not all, of the Employees' claims for pre-
27 petition Wages are within the \$12,850 limit which I am advised is established by the Bankruptcy
28 Code. In any case, none of the Employees shall receive more than \$12,850 on account of pre-

1 petition priority claims for Wages and, if any Employee has a pre-petition priority claim for
2 Wages which exceeds \$12,850, such Employee shall receive only \$12,850 on account of such
3 claim at this time.

4 21. All of the Employees listed in Exhibit "A" hereto, who are the subject of the
5 Motion, are still employed by the Debtor.

6 22. To the best of my knowledge, none of the Employees listed in Exhibit "A" hereto
7 is an "insider" of the Debtor as that term is defined in the Bankruptcy Code.

8 23. All of the Debtor's Employees are paid on a monthly basis (*i.e.*, on the last day of
9 each month), on a current basis through the date of payroll. So, for example, the payroll paid on
10 or about August 31, 2017 (prior to the commencement of the Debtor's bankruptcy case) to the
11 Debtor's Employees covered the period from August 1-31, 2017.

12 24. The Debtor processes the payment of Wages to its Employees internally, using a
13 payroll software program, and does not use any outside payroll service.

14 25. By Friday, September 29, 2017, the Debtor will be required to fund the Wages
15 due to its 176 Employees on September 30, 2017 for the payroll period of September 1-30, 2017
16 (fifteen (15) days of which will constitute pre-petition obligations). The Debtor estimates that
17 the total amount of Wages required to be funded on Friday, September 29, 2017 will be
18 approximately \$959,250. To ensure that there is no interruption or delay in the payment of
19 Wages to the Debtor's Employees who are paid on a monthly basis, the Debtor is requesting that
20 the Court grant the Debtor authority to pay the pre-petition Wages of Employees that will come
21 due on or about September 30, 2017.

22 26. The Debtor is *not* seeking authority to pay the pre-petition priority Wages of any
23 employees who are, or may be considered, "insiders" within the definition of Section 101(31) of
24 the Bankruptcy Code. The Employees who are the subject of the Motion do not include any
25 "insider" employees of the Debtor. Approval to pay compensation to the Debtor's "insider"
26 employees will be sought pursuant to Notices of Setting Insider Compensation which will be
27 filed with the United States Trustee.
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1 27. The Debtor also provides its Employees with certain employment and benefit
2 programs comparable to the programs that are typically offered by other employers within the
3 private airline industry. The following employment and benefit programs are proposed to be
4 continued to be offered to the Debtor's Employees post-petition:

5 a. Medical Insurance Policy. All Employees are eligible to receive
6 company-subsidized medical insurance coverage under a number of different medical
7 insurance plans through Aviva and Global Health (Liberty Insurance). The Debtor
8 subsidizes 100% of the premiums for insurance coverage under the foregoing medical
9 insurance plans for participating Employees. Family members of the Employees are
10 provided with an opportunity to obtain coverage through one of the offered medical
11 insurance plans. However, other than for one (1) Employee and his dependents, the
12 Debtor does not subsidize any portion of the premiums for medical insurance coverage
13 for the Employees' family members. The Debtor agreed to subsidize the medical
14 insurance coverage for the foregoing one (1) Employee as a material term of his
15 employment agreement with the Debtor. A number of the Debtor's Employees opt to
16 obtain medical insurance coverage on their own (particularly as certain countries in
17 which some Employees are based are not eligible for coverage under one of the medical
18 insurance plans offered by the Debtor) – these Employees are reimbursed by the Debtor
19 up to a specified amount (based upon their particular employment agreements with the
20 Debtor) for the premium amounts that they pay for such coverage. The Debtor desires to
21 continue having its medical insurance coverage policy in effect and therefore, seeks
22 authority to continue to honor such policy post-petition.

23 b. Business Expense Reimbursement; Raffles Outpatient Medical Clinic
24 Reimbursement. The Debtor reimburses Employees for reasonable business travel
25 expenses and other business related expenses. All Employees who travel are entitled to a
26 per diem, and reimbursement of travel related expenses. All Employees are required to
27 submit an expense report and copies of all receipts/invoices supporting their per diem
28 and travel related expenses to the Debtor's finance department, and receive

1 reimbursement of all approved per diem and travel related expenses at the following
2 payroll date. In addition to travel related and other business expenses, the Debtor offers
3 all office staff Employees who have completed at least three (3) months of employment
4 reimbursement of up to \$500 of outpatient costs incurred each calendar year by such
5 Employees at a Raffles Medical Group clinic. The Debtor desires to continue having its
6 existing business expense and Raffles Medical Group outpatient expense reimbursement
7 policies in effect and therefore, seeks authority to continue to honor such policies post-
8 petition.

9 28. In order to attract and retain the Employees, the Debtor maintains what I believe
10 are competitive and reasonable employment and benefit policies. I believe that maintaining
11 good relationships with, and the morale of, the Employees requires continuing to honor the
12 employment and benefit policies described above which are currently in effect for the
13 Employees.

14 29. The source of the funds to be used to pay and/or honor the pre-petition Wages
15 and to continue honoring the Debtor's employment and benefit policies will be the Debtor's
16 revenue and cash on hand, which I do not believe constitute any party's cash collateral.
17 Approval to pay and/or honor the Employees' Wages will not render the Debtor's bankruptcy
18 estate administratively insolvent.

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1 30. Based upon my experience within the private airline industry and my knowledge
2 of the Debtor's business and personnel, I believe the Employees will quit if they are not paid
3 their salaries and benefits in full in a timely fashion. As a private airline operator, I believe it is
4 crucial for the Debtor to retain its Employees, many of whom are pilots, flight crew members,
5 and maintenance staff who provide highly specialized services, to operate the Zetta Jet jets and
6 manage the Debtor's business. The Debtor must retain the Employees to continue its business
7 operations without interruption and to preserve and maximize the value of its assets during this
8 Chapter 11 case. The Debtor's personnel is familiar with the Debtor's business operations,
9 vendors, and client base, and is thus essential to the preservation of the Debtor's business. I
10 believe that the Debtor's failure to pay pre-petition Wages to the Employees and honor the
11 Debtor's employment and benefit policies will likely result in severe disruptions to the Debtor's
12 operations to the detriment of creditors. Therefore, I believe that the Debtor's ability to preserve
13 the full value of its business and assets and ultimately successfully reorganize depends upon the
14 Debtor's continued operations, which cannot occur without the efforts of the Employees.

15 I declare and verify under penalty of perjury under the laws of the United States of
16 America that the foregoing is true and correct to the best of my knowledge.

17 Executed on this 19th day of September 2017, at Burbank, California.

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MICHAEL A. MAHER

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EXHIBIT “A”

No.	Employee Name	Join date	Designation	Currency	Compensation	Compensation (in USD)
1	HO CHIN SIONG ANTHONY	8/6/2012	MAINTAINANCE MANAGER	SGD	6,000.00	4,363.64
2	GEORGIA MAZARAKI	10/1/2015	CABIN CREW MANAGER	USD	6,600.00	6,600.00
3	EMILIA WITULA	11/1/2015	CABIN CREW	USD	4,000.00	4,000.00
4	JAMES NGU DAO ZHI	11/1/2015	PILOT	SGD	3,800.00	2,763.64
5	LEE ZE YAN	11/1/2015	PILOT	SGD	3,800.00	2,763.64
6	ANNA BUGAEVA	11/2/2015	CABIN CREW	USD	4,000.00	4,000.00
7	TAN JUN LIN, BRIEN	11/2/2015	OPERATIONS EXECUTIVE	SGD	3,000.00	2,181.82
8	ORLAGH MCLAUGHLIN	11/9/2015	CABIN CREW	USD	4,000.00	4,000.00
9	CELINE BERTRAND	1/1/2016	CABIN CREW	USD	4,000.00	4,000.00
10	LEE KA KI	1/1/2016	CABIN CREW	USD	4,000.00	4,000.00
11	RICHARD HUBERT VAN DEN HOEF	1/4/2016	PILOT	USD	12,500.00	12,500.00
12	YOO WANZHI	1/8/2016	CABIN CREW	SGD	5,200.00	3,781.82
13	CHIAKI HARA	1/10/2016	PILOT	USD	5,000.00	5,000.00
14	CHRIS LE ROUX BOTHA	1/10/2016	PILOT	USD	7,000.00	7,000.00
15	CHRISTOS MAKARITIS	1/10/2016	PILOT	USD	12,500.00	12,500.00
16	NICHOLAS JOHN WILSON	1/10/2016	PILOT	USD	11,000.00	11,000.00
17	PETER FRANK ELLIS	1/10/2016	PILOT	USD	11,000.00	11,000.00
18	RENE JOUBERT	1/10/2016	PILOT	USD	5,000.00	5,000.00
19	STEPHAN KARL	1/10/2016	PILOT	USD	5,000.00	5,000.00
20	WYNAND APPEL	1/10/2016	PILOT	USD	5,000.00	5,000.00
21	MANUEL GUTIERREZ LOZANO	1/11/2016	CABIN CREW	USD	4,000.00	4,000.00
22	TAN KAH WEI	1/11/2016	OPERATIONS EXECUTIVE	SGD	3,100.00	2,254.55
23	LIM SIOK SIEN	1/15/2016	CABIN CREW	SGD	5,200.00	3,781.82
24	CHARLOTTE CHARLIER	1/17/2016	CABIN CREW	USD	4,000.00	4,000.00
25	ALEXANDER SIM	1/18/2016	OPERATIONS EXECUTIVE	SGD	2,900.00	2,109.09
26	CARLA VAN DER MERWE	1/23/2016	CABIN CREW	USD	4,000.00	4,000.00
27	MARK SOLLIS	1/25/2016	PILOT	USD	11,000.00	11,000.00

4	JAMES NGU DAO ZHI	11/1/2015	PILOT	SGD	3,800.00	2,763.64
28	MARTIN LAVERY	1/25/2016	PILOT	USD	12,500.00	12,500.00
29	CHIA XINYI	1/30/2016	CABIN CREW	SGD	5,200.00	3,781.82
30	BRYAN CEDRIC TAN	3/1/2016	PILOT	SGD	3,800.00	2,763.64
31	CHEN ZHENCHANG	3/1/2016	PILOT	SGD	3,800.00	2,763.64
32	CHESTON HONG	3/1/2016	PILOT	SGD	3,800.00	2,763.64
33	LIM MIAO HUA	3/1/2016	ASSISTANT ACCOUNTS & ADMIN MANAGER	SGD	4,500.00	3,272.73
34	YAPP WEI SHING	3/1/2016	PILOT	SGD	3,800.00	2,763.64
35	CHEONG MEI LENG	3/11/2016	CABIN CREW	SGD	5,200.00	3,781.82
36	ADRIAAN HENDRIK DYKSTRA	3/15/2016	PILOT	USD	11,000.00	11,000.00
37	ROLAND BOLTMAN	3/15/2016	PILOT	USD	5,000.00	5,000.00
38	THOMAS WESTON	3/15/2016	PILOT	USD	5,000.00	5,000.00
39	IVAN TAN WEI HONG	3/23/2016	OPERATIONS EXECUTIVE	SGD	3,200.00	2,327.27
40	GLENDON LOW KE WEI	4/2/2016	OPERATIONS EXECUTIVE	SGD	2,800.00	2,036.36
41	CHAN KIT KUAN	4/4/2016	FLIGHT COORDINATOR	SGD	2,800.00	2,036.36
42	ONG LAY HEOK	4/4/2016	FLIGHT COORDINATOR	SGD	2,800.00	2,036.36
43	ZSUZSANNA SZABO	4/4/2016	CABIN CREW	USD	4,000.00	4,000.00
44	CHOW SZE KEE	4/9/2016	OPERATIONS EXECUTIVE	SGD	2,700.00	1,963.64
45	ANDREW SIDDELL	4/25/2016	PILOT	USD	12,500.00	12,500.00
46	BJORN STENBERG	5/1/2016	PILOT	USD	11,000.00	11,000.00
47	CLAIRE EALDING	5/1/2016	PILOT	USD	7,000.00	7,000.00
48	HARVEY UNDERWOOD	5/1/2016	PILOT	USD	14,333.33	14,333.33
49	INIGO CARAVACA CIGANDA	5/1/2016	CABIN CREW	USD	4,000.00	4,000.00
50	MATHEW WILSON	5/1/2016	PILOT	USD	7,500.00	7,500.00
51	MATTHEW SHIELDS	5/1/2016	PILOT	USD	7,000.00	7,000.00
52	NATALIE FIDDY	5/1/2016	PILOT	USD	7,500.00	7,500.00
53	THESSA COLIJN	5/1/2016	PILOT	USD	5,417.33	5,417.33
54	KELLY ANNE FLINT	5/3/2016	CABIN CREW	USD	4,000.00	4,000.00
55	ANA ELISABETE GONZALEZ NIETO	5/6/2016	CABIN CREW	USD	4,000.00	4,000.00
56	DEWALD VISSER	5/15/2016	PILOT	USD	5,000.00	5,000.00

4	JAMES NGU DAO ZHI	11/1/2015	PILOT	SGD	3,800.00	2,763.64
57	SEE SIEW HIN	5/24/2016	OPERATIONS EXECUTIVE	SGD	3,000.00	2,181.82
58	CHIU CHIEN WEI	6/1/2016	CABIN CREW	SGD	5,200.00	3,781.82
59	CHRISTINA GENGENBACH	6/1/2016	CABIN CREW	USD	4,000.00	4,000.00
60	SHARLEN LIEW	6/1/2016	SALES AND CUSTOMER SERVICE EXECUTIVE	SGD	3,000.00	2,181.82
61	TERESA MARIA GRZYWOCZ	6/1/2016	CABIN CREW	USD	4,000.00	4,000.00
62	TO HUI QI TRICIA	6/4/2016	SALES AND CUSTOMER SERVICE EXECUTIVE	SGD	3,500.00	2,545.45
63	CHIA YONG LIANG	6/11/2016	OPERATIONS EXECUTIVE	SGD	3,500.00	2,545.45
64	CHEN XINGPEI	6/19/2016	CABIN CREW	SGD	5,200.00	3,781.82
65	GRACE PESARUK	6/20/2016	CABIN CREW	USD	4,000.00	4,000.00
66	HILARY JAYE CLARK	6/20/2016	CABIN CREW	USD	4,000.00	4,000.00
67	LAUREN CLAIRE BOTHA	6/20/2016	CABIN CREW	USD	4,000.00	4,000.00
68	DARREN ARENBURG	7/1/2016	PILOT	USD	13,500.00	13,500.00
69	JEFFREY DAVID NELSON	7/1/2016	PILOT	USD	13,000.00	13,000.00
70	PAULA GONZALEZ BULNES	7/1/2016	CABIN CREW	USD	4,000.00	4,000.00
71	PHILIP EUGENE SHRYACK	7/1/2016	PILOT	USD	7,000.00	7,000.00
72	ANDRE HUISAMEN	7/5/2016	PILOT	USD	5,000.00	5,000.00
73	DANIEL OVIEDO	7/5/2016	PILOT	USD	11,000.00	11,000.00
74	GILES NEWARK	7/5/2016	PILOT	USD	12,500.00	12,500.00
75	LOUIS TROSKIE	7/5/2016	PILOT	USD	5,000.00	5,000.00
76	MARCO HARRIES	7/5/2016	PILOT	USD	12,500.00	12,500.00
77	WILLEM JANSEN VAN RENSBURG	7/5/2016	PILOT	USD	7,000.00	7,000.00
78	AGNIESZKA BELKOT	7/18/2016	CABIN CREW	USD	4,000.00	4,000.00
79	OLESEA GUSANU	7/18/2016	CABIN CREW	USD	4,000.00	4,000.00
80	PETROULA RIKOUDI	7/18/2016	CABIN CREW	USD	4,000.00	4,000.00
81	LEONG PEK MEE	7/19/2016	ACCOUNTS & ADMIN EXECUTIVE	SGD	3,000.00	2,181.82
82	CHOO JIAN DA DONALD	7/25/2016	OPERATIONS EXECUTIVE	SGD	3,000.00	2,181.82
83	CIARA MCGURK	7/26/2016	PILOT	USD	7,000.00	7,000.00

4	JAMES NGU DAO ZHI	11/1/2015	PILOT	SGD	3,800.00	2,763.64
84	FRANCISCO PEREIRA	7/26/2016	PILOT	USD	12,000.00	12,000.00
85	LLOYD BOWLES	7/26/2016	PILOT	USD	7,000.00	7,000.00
86	CAROLYN SUSANNE FORREST	7/27/2016	PILOT	USD	7,000.00	7,000.00
87	MANANA KVELIASHVILI	8/1/2016	CABIN CREW	USD	4,000.00	4,000.00
88	CARLOS MANUEL MARQUES DIAS	9/1/2016	OPERATIONS MANAGER	USD	10,833.33	10,833.33
89	CARSTEN GERNER SVENDSEN	9/7/2016	PILOT	USD	11,000.00	11,000.00
90	JAMES PITT	9/7/2016	PILOT	USD	12,500.00	12,500.00
91	MADS WALLENTIN	9/7/2016	PILOT	USD	5,417.00	5,417.00
92	BENOIT INNOCENTI	10/4/2016	PILOT	USD	11,500.00	11,500.00
93	CARLOS ALBERTO SERRALHEIRO MARQUES	10/4/2016	PILOT	USD	12,500.00	12,500.00
94	HUBERT SCHWEIGHOFER	10/4/2016	PILOT	USD	7,000.00	7,000.00
95	JONATHAN WILLMENT	10/4/2016	PILOT	USD	5,000.00	5,000.00
96	KEVIN KEEN	10/4/2016	PILOT	USD	5,000.00	5,000.00
97	MARTIN HARDY	10/4/2016	PILOT	USD	6,000.00	6,000.00
98	KIMBERLY FRAME	10/17/2016	IN-FLIGHT SERVICES AND CATERING OFFICER	USD	5,000.00	5,000.00
99	DAVID SCOTT JOHANSEN	11/14/2016	PILOT	USD	11,000.00	11,000.00
100	GWEE YI XUAN	11/14/2016	CUSTOMER SERVICE & MARKETING EXECUTIVE	SGD	3,000.00	2,181.82
101	MARY PETLEY	11/15/2016	PILOT	USD	5,000.00	5,000.00
102	PAUL PICKERING	11/15/2016	PILOT	USD	11,000.00	11,000.00
103	TAN SIEW HUA	11/22/2016	ASSISTANT ACCOUNTS & ADMIN MANAGER	SGD	5,000.00	3,636.36
104	YEO WEI ZHONG	11/24/2016	OPERATIONS EXECUTIVE	SGD	3,200.00	2,327.27
105	LAURYN TRACY FOBIAN	11/27/2016	CABIN CREW	USD	4,000.00	4,000.00
106	OLIVIA RENEE FURLONG	11/27/2016	CABIN CREW	USD	4,000.00	4,000.00
107	RIMANTE GRISKEVICIUTE	11/27/2016	CABIN CREW	USD	4,000.00	4,000.00
108	THOMAS CHRISTOPHER JOHN BROWN WILLIAMS	12/1/2016	YACHT CAPTAIN	USD	4,000.00	4,000.00
109	PASCAL MEUNIER	12/5/2016	MANAGER, BUSINESS ANALYSIS	CAD	10,416.67	8,288.86
110	FRANCIS MELVIN DARTON	1/2/2017	PILOT	USD	11,000.00	11,000.00

4	JAMES NGU DAO ZHI	11/1/2015	PILOT	SGD	3,800.00	2,763.64
111	ANITA PAULINE NEALE	1/3/2017	PILOT	USD	4,300.00	4,300.00
112	PATRICK BENOIT	1/3/2017	PILOT	USD	11,000.00	11,000.00
113	WONG JINGYING	1/9/2017	ACCOUNTS MANAGER	SGD	5,400.00	3,927.27
114	CAROLINA SANTANA MAXIMIANO DA SILVA BORGES	1/11/2017	CABIN CREW	USD	4,000.00	4,000.00
115	NAOMI CIGGAAR	1/26/2017	CABIN CREW	USD	4,000.00	4,000.00
116	KHOO WEI KEONG, ANDY	2/1/2017	OPERATIONS EXECUTIVE	SGD	3,500.00	2,545.45
117	RACHAEL ANN TRAPNELL	2/5/2017	STANDARDS & PERFORMANCE SUPERVISOR	USD	4,500.00	4,500.00
118	ELLERY LIM YU PEI	2/6/2017	IN-FLIGHT SERVICES AND CATERING OFFICER	SGD	3,000.00	2,181.82
119	LIM YANN LING EUNICE	2/20/2017	ACCOUNTS & ADMIN ASSISTANT	SGD	2,500.00	1,818.18
120	QUAH JIN TENG	2/22/2017	HR & ADMIN EXECUTIVE	SGD	2,600.00	1,890.91
121	CHOO RUI XIONG	3/1/2017	OPERATIONS EXECUTIVE	SGD	3,200.00	2,327.27
122	HAIJIE DU	3/1/2017	CHINA SALES - SALES CUM CUSTOMER SERVICE MANAGER	RMB	41,666.67	6,320.42
123	SUSANNA MAGDALENA WOLMARANS	3/3/2017	CABIN CREW	USD	4,000.00	4,000.00
124	YIP KAH HUI ADINE	3/14/2017	OPERATIONS EXECUTIVE	SGD	2,800.00	2,036.36
125	SAMUEL MURRAY PROCTER	3/21/2017	PILOT	USD	5,000.00	5,000.00
126	LAURA MALDEIKYTE	3/22/2017	CABIN CREW	USD	4,000.00	4,000.00
127	LUIS MANUEL DOS SANTOS CARVALHO	3/22/2017	PILOT	USD	12,500.00	12,500.00
128	JOANNA DAWIDCZYK	3/25/2017	CABIN CREW	USD	4,000.00	4,000.00
129	NEO SOON LEE, ALVIN	3/28/2017	OPERATIONS EXECUTIVE	SGD	3,000.00	2,181.82
130	LEUNG MAN SHAN	3/30/2017	CABIN CREW	USD	4,000.00	4,000.00
131	CHENG SZE MAN JENNY	4/4/2017	OPERATIONS EXECUTIVE	SGD	3,400.00	2,472.73
132	MARTA MARTINEZ PAREDES	4/8/2017	CABIN CREW	USD	4,000.00	4,000.00
133	MARK ALAN ESSERY	4/11/2017	PILOT	USD	12,500.00	12,500.00

4	JAMES NGU DAO ZHI	11/1/2015	PILOT	SGD	3,800.00	2,763.64
134	IWONA JAKUBOWSKA	4/21/2017	CABIN CREW	USD	4,000.00	4,000.00
135	KARLA STANDER	4/21/2017	CABIN CREW	USD	4,000.00	4,000.00
136	RICHARD PALO	4/21/2017	PILOT	USD	11,000.00	11,000.00
137	KETELLE PERNICE	5/1/2017	CABIN CREW	USD	4,000.00	4,000.00
138	LIU KEI HIM, DENNIS	5/2/2017	OPERATIONS EXECUTIVE	SGD	3,200.00	2,327.27
139	VIKKI HUANG SHIYA	5/5/2017	ACCOUNTS & ADMIN ASSISTANT	SGD	2,400.00	1,745.45
140	WONG HUI MING	5/8/2017	ACCOUNTS & ADMIN ASSISTANT	SGD	2,400.00	1,745.45
141	STEFANIE MESCHIK	5/11/2017	CABIN CREW	USD	4,000.00	4,000.00
142	ELEFThERIA PAPADANTONAKI	5/13/2017	CABIN CREW	USD	4,000.00	4,000.00
143	CIARA STOLWYK	5/14/2017	CABIN CREW	USD	4,000.00	4,000.00
144	MARIA MARTINEZ ALVAREZ	5/15/2017	STANDARDS & PERFORMANCE SUPERVISOR	USD	4,500.00	4,500.00
145	DIANE SPURWAY	6/1/2017	CABIN CREW	USD	4,000.00	4,000.00
146	SIEW YUNQI	6/1/2017	FLIGHT COORDINATOR	SGD	2,800.00	2,036.36
147	ANDERS SOGAARD JENSEN	6/12/2017	PILOT	USD	12,500.00	12,500.00
148	CHIA WEILIANG VICTOR	6/12/2017	IN-FLIGHT SERVICES AND CATERING TRAINEE	SGD	2,600.00	1,890.91
149	KENT MARTIN KALLSTROM	6/12/2017	PILOT	USD	12,500.00	12,500.00
150	OLEKSANDR LUKYANETS	6/15/2017	ASSISTANT OPERATIONS MANAGER	SGD	5,500.00	4,000.00
151	THYNG KENG HUAT, THOMAS	6/21/2017	ACCOUNTS & ADMIN EXECUTIVE	SGD	3,200.00	2,327.27
152	JOHANA BREHAMEL	6/27/2017	CABIN CREW	USD	4,000.00	4,000.00
153	GIULIANA MODESTI	6/30/2017	CABIN CREW	USD	4,000.00	4,000.00
154	HEIDY SAXON	6/30/2017	CABIN CREW	USD	4,000.00	4,000.00
155	NADIA KOEN	6/30/2017	CABIN CREW	USD	4,000.00	4,000.00
156	HENG ZHUANG SHEN	7/4/2017	OPERATIONS EXECUTIVE	SGD	3,200.00	2,327.27
157	WONG YU TING	7/10/2017	HR & ADMIN EXECUTIVE	SGD	2,600.00	1,890.91
158	CHEN QIUQIAN	7/12/2017	CABIN CREW	SGD	5,200.00	3,781.82

4	JAMES NGU DAO ZHI	11/1/2015	PILOT	SGD	3,800.00	2,763.64
159	PENG ZHEN	7/13/2017	CHINA SALES - SENIOR SALES EXECUTIVE	RMB	34,000.00	5,157.46
160	LOI HUI ZHENG, KEVIN	7/24/2017	MANAGEMENT EXECUTIVE	SGD	3,000.00	2,181.82
161	CHIANG LI MIN	8/1/2017	OPERATIONS EXECUTIVE	SGD	2,800.00	2,036.36
162	TOH HONG WEN	8/1/2017	OPERATIONS EXECUTIVE	SGD	2,300.00	1,672.73
163	CHERVIAL TOH CHOON HWA	8/9/2017	CABIN CREW	SGD	5,200.00	3,781.82
164	MARINA SIMIC	8/13/2017	CABIN CREW	USD	4,000.00	4,000.00
165	YAP WEAI HUNT	8/17/2017	CHIEF FINANCIAL OFFICER	SGD	25,000.00	18,181.82
166	CHUA XIAO JUN	8/21/2017	ASSISTANT MARKETING & PROMOTIONS MANAGER	SGD	4,200.00	3,054.55
167	CHEW JIA MIN	8/22/2017	SALES AND CUSTOMER SERVICE EXECUTIVE	SGD	3,300.00	2,400.00
168	SEOW JONG CHI	9/12/2017	OPERATIONS EXECUTIVE	SGD	2,300.00	1,672.73
169	SOH JO YUN	9/18/2017	FINANCE MANAGER	SGD	8,000.00	5,818.18
170	TAN FUI FUI	9/18/2017	SENIOR ACCOUNTANT	SGD	5,600.00	4,072.73
171	LIM YEN	11/1/2017	HEAD OF FINANCE	SGD	14,000.00	10,181.82
172	TIEW WEN XIN, SOLOMON	10/17/2017	OPERATIONS EXECUTIVE	SGD	3,000.00	2,181.82
173	KIRTI ODEDRA*	6/15/2016	VP SALES EUROPE	GBP	8,500.00	10,982.94
174	LARS HENRIK THORSELL*	8/15/2016	SITE SUPERVISOR	GBP	6,000.00	7,752.66
175	JOANNA KRZYSIAK*	4/17/2017	IN-FLIGHT SERVICES AND CATERING OFFICER	GBP	4,000.00	5,168.44
176	VINCENT ECHTER*	7/2/2016	IN-FLIGHT SERVICES AND CATERING OFFICER	GBP	4,000.00	5,168.44
						959,249.29

* These employees are employed by an affiliate Zetta Jet UK and are based in the United Kingdom, but have historically been paid through Zetta Jet PTE, Ltd.

PROOF OF SERVICE OF DOCUMENT

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I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled: **DEBTOR'S EMERGENCY MOTION FOR AUTHORITY TO (1) PAY PRE-PETITION PRIORITY WAGES; AND (2) HONOR EMPLOYMENT AND BENEFIT POLICIES; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF; DECLARATION OF MICHAEL A. MAHER IN SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **September 19, 2017**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Ron Bender** rb@lnbyb.com
- **John-Patrick M Fritz** jpf@lnbyb.com, JPF.LNBYB@ecf.inforruptcy.com
- **Dare Law** dare.law@usdoj.gov
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL: On **September 19, 2017**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **September 19, 2017**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served via Attorney Service

The Honorable Sandra R. Klein
United States Bankruptcy Court
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1582 / Courtroom 1575
Los Angeles, CA 90012

Service List served by Overnight Mail attached

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

September 19, 2017	Stephanie Reichert	/s/ Stephanie Reichert
<i>Date</i>	<i>Type Name</i>	<i>Signature</i>

3. **SERVED BY OVERNIGHT MAIL:**

Zetta Jet (8315)
OUST, Secured, Top 20

Office of the United States Trustee
Attn: Dare Law
915 Wilshire Blvd., Suite 1850
Los Angeles, CA 90017

Secured Creditors:

Bank of Utah, Owner Trustee
200 East South Temple
Suite 210
Salt Lake City, UT 84111

Corporate Jet Support, Inc.
1 Graphic Place
Moonachie, NJ 07074

Export Development Canada
150 Slater Street
Ottawa
Ontario, Canada K1A 1K3

Festin Management Corp.
200 East South Temple
Suite 210
Salt Lake City, UT 84111

Festin Management Corp.
P.O. Box 958
Pasea Estate
Road Town, Tortola, BVI

TVPX ARS Inc.
39 East Eagle Ridge Drive
Suite 201
North Salt Lake, UT 84054

TVPX ARS Inc.
2352 Main Street
Suite 201
Concord, MA 01742

Universal Fuels, Inc.
1150 Gemini Street
Houston, TX 77058

Universal Weather and Aviation, Inc
1150 Gemini Street
Houston, TX 77058

Wells Fargo Bank Northwest, N.A.
299 S. Main Street
5th Floor
Salt Lake City, UT 84111

Top 20 Unsecured Creditors:

Bombardier (Learjet Inc.)
7761 West Kellogg
Coldwater, KS 67029

Rolls-Royce
Deutschland Ltd & Co KG
PO Box 31
Derby, DE24 8BJ
UNITED KINGDOM

World Fuel Svcs (Singapore) Pte Ltd
238A Thomson Road #08-01/10
Novena Square Tower A 307684
SINGAPORE

Universal Fuels, Inc. (UVAir)
1150 Gemini Street
Houston, TX 77058

CAE SimuFlite, Inc
POB 619119 2929 W. Airfield TX
Dallas, TX 75261

Hongkong & Shanghai Banking
Corp Ltd
Robinson Road P.O.Box 896
901746
SINGAPORE

Scout Aviation II, LLC
Trafalgar Court, 2nd Floor East Wing
Admiral Park, Saint Peter Port
Guernsey, GY1 3EL
GUERNSEY

Universal Weather & Aviation Inc.
(UWA)
1150 Germini Street
Houston, TX 77058-2708

Festin Management
2808 NE 1st Avenue
Wilston Manners, FL 33334

Hanergy [Yoda Aviation]
10th Fl, KeJi Mansion
#28 of TianZhu Rd
ShunYi District, Beijing
CHINA

Corporate Jet Support
1 Graphic Place
Moonachie, NJ 07074

Eurocontrol
Rue De la Fusee 96
Bruxelles, Bruxelles-Capitale 1130
BELGIUM

Tongda Air Service
B-7-D, Fuhua Mansion,
No.8 Chaoyangmen North Street
Dongcheng District, Beijing 100027
CHINA

WEX BANK
33548 TREASURY CENTER
CHICAGO, IL 60694-3500

Jeppesen Sanderson, Inc.
55 Inverness Drive East
Englewood, CO 80112-5498

UVair European Fuelling Svcs Ltd
Office 10-14, Wing 5 Shannon Arprt
Shannon, Co. Clare
IRELAND

ARINC Direct
2551 Riva Road
M/S 6-2566
Annapolis, MD 21401-7465

SN 1360, LLC
2808 NE 1st Avenue
Wilston Manners, FL 33334

Jet Support Services (JSSI)
180 N. Stetson Ave. 29th Floor
Chicago, IL 60601-6704

Associated Energy Group, LLC
(AEG Fuel)
PO Box 5606, 165 Hwy 50
Stateline, NV 89449