

CLEARY GOTTlieb STEEN & HAMILTON LLP

One Liberty Plaza
New York, NY 10006-1470
T: +1 212 225 2000
F: +1 212 225 3999
clearygottlieb.com

AMERICAS	ASIA	EUROPE & MIDDLE EAST	
NEW YORK	BEIJING	ABU DHABI	LONDON
SAN FRANCISCO	HONG KONG	BRUSSELS	MILAN
SÃO PAULO	SEOUL	COLOGNE	PARIS
SILICON VALLEY		FRANKFURT	ROME
WASHINGTON, D.C.			

GRAVE BROD
NICOLAS GRABAR
RICHARD J. COOPER
JEFFREY S. LEWIS
PAUL J. SHIM
STEVEN L. WILNER
DAVID C. LOPEZ
MICHAEL A. GERSTENZANG
LEV L. DASSIN
JORGE U. JUANFORERA
MICHAEL D. WEINBERGER
DAVID LEINWAND
DIANA L. WOLLMAN
JEFFREY A. ROSENTHAL
MICHAEL D. DAYAN
KARLINE D. BOCCUZZI, JR.
JEFFREY D. KANPE
KIMBERLY BROWN BLACKLOW
FRANCISCO L. CASTERO
FRANÇOISE L. ODELL
WILLIAM L. MCRAE
JACON FACTOR
JOHN H. KIM
MARGARET S. PEDORIS
LISA M. SCHWEITZER
JUAN G. GIRALDEZ
DUANE MCLAUGHLIN
CHANTAL E. KORDULA
BENET J. O'REILLY
ADAM E. FLEISHER
SEAN A. O'NEAL
GLENN P. MCCRORY

MATTHEW P. SALERNO
MICHAEL J. ALBANO
VICTOR L. HOV
ROGER A. COOPER
LILLIAN TSU
AMY B. SHAPIRO
JENNIFER KEENEY PARK
ELIZABETH LEHAS
LUKE A. BAREFOOT
JONATHAN S. KOLDNER
DANIEL BLAH
MEYER H. FEIDA
ADRIAN R. LEPSIC
ELIZABETH VICENS
ADAM J. BRENNEMAN
ARI D. MACKINNON
JAMES E. LANGSTON
JARED BERGER
REMI ZYSHI
JANE VANLARE
ANDRY X. CASUSOL
ELIZABETH DYER
DAVID H. HERRINGTON
RHEBERLY R. SPOERBBI
AARON J. BEVERS
DANIEL C. REYNOLDS
ABEHA A. MAJICO
HUGH C. CONROY, JR.
JOHN A. KURIEC
JOSEPH LAZARONI
MAURICE R. GINDI
KATHERINE R. PEAVES

RAHUL MUNNI
ELANA G. BRIGSON
MANUEL SILVA
KYLE A. HARRIS
LINA BENJMAN
ARON M. ZUCKERMAN
KEMHETA S. BLAZEJEWSKI
MARK E. MCGONNOLD
F. JAMAL FULTON
PAUL V. IMPERATORE
CLAYTON SIMMONS
CHARLES W. ALLEN
RESIDENT PARTNER

JUDITH KASSEL
PENELOPE L. CHRISTOPHOROU
BOAZ S. MGRAG
MARY E. ALDOCK
HEIDE H. ELCEFRITZ
ANDREW WEAVER
HELENA K. GRAHNS
JOHN V. HARRISON
LAURA BAGARELLA
JONATHAN D.W. GIFFORD
SUSANNA E. PARKER
DAVID W.S. YUDIN
KARA A. HAILEY
ANNA KOGAN
BRANDON M. HAMMER
RESIDENT COUNSEL

D: +1 212 225 2086
jrosenthal@cgs.com

July 29, 2022

VIA ECF

The Honorable Denise L. Cote
United States District Court
Southern District of New York
500 Pearl Street, Room 1910
New York, New York 10007

Granted.
Denise Cote
8/1/22

Re: *In re: LATAM Airlines Group S.A., Case No. 1:22-cv-5660-DLC*

Dear Judge Cote:

We write on behalf of appellees LATAM Airlines Group S.A. and its affiliated debtors and debtors-in-possession (collectively, the “Appellees” or “Debtors”) to respectfully request authorization to file in redacted form the Appendix to Appellee’s Brief in Opposition to the Appellant’s Opening Brief (the “Supplemental Appendix”).¹

The Supplemental Appendix contains information from the Bankruptcy Court record that was filed under seal or accepted into the record and designated by the Bankruptcy Court as “Confidential” or “Highly Confidential” pursuant to the Stipulated Protective Order, *In re: LATAM Airlines Group S.A., et al.*, No. 20-11254 (JLG) (Bankr. S.D.N.Y. July 6, 2020), ECF No. 444 (the “Protective Order”).

Per the Protective Order, the parties designated as “Confidential Material” any “nonpublic proprietary or confidential, technical, business, financial, [or] personal” information. Protective Order at 4. The Parties also designated as “Highly Confidential Material” any “Confidential Material” that is “of such a nature that a risk of competitive injury would be created” upon disclosure, “such as trade secrets, sensitive financial or business information, or

¹ The Appellees do not seek to redact any portion of the Brief in Opposition to the Appellant’s Opening Brief.

Honorable Denise L. Cote, p. 2

material prepared by its industry advisors, financial advisors, accounting advisors.” *Id.* Appellees made every effort to exclude Confidential or Highly Confidential material from their Brief in Opposition to the Appellant’s Opening Brief; however, the Supplemental Appendix does contain information we believe is critical to Your Honor’s consideration of the issues at hand which has been designated as Confidential or Highly Confidential.

The Debtors’ interests in protecting information that reflects confidential and sensitive commercial terms of the business agreements at issue and information that was shared during the course of relevant negotiations, which could be competitively harmful if made public, outweighs the general presumption in favor of public disclosure. *See United States v. Amodio*, 71 F.3d 1044, 1051 (2d Cir. 1995); *see also GoSMiLE, Inc. v. Dr. Johnathan Levine, D.M.D. P.C.*, 769 F. Supp. 2d 630, 649 (S.D.N.Y. 2011) (permitting party to file materials under seal that contained proprietary information); *Tropical Sails Corp. v. Yext, Inc.*, No. 14 CIV. 7582, 2016 WL 141548, at *4 (S.D.N.Y. Apr. 12, 2016) (sealing exhibits that would cause defendant “competitive injury” if disclosed); *Encyclopedia Brown Prods., Ltd. v. Home Box Office, Inc.*, 26 F. Supp. 2d 606, 614 (S.D.N.Y. 1998) (restricting access on the grounds that “confidential business information dating back even a decade or more may provide valuable insight into a company’s current business practices that a competitor would seek to exploit.”).

The parties’ interest in keeping this information private is especially strong here, given that the Supplemental Appendix contains nonpublic confidential information concerning the Debtors’ operations and certain business and financial transactions. *See Laura Laaman & Assocs., LLC v. Davis*, 2019 WL 3716512, at *2–3 (D. Conn. Aug. 7, 2019) (finding that “disclosure of [similar] materials would cause . . . competitive harm that outweighs the presumption of open access”).

Pursuant to Your Honor’s Individual Practices, we electronically filed under seal a full, unredacted version of the Supplemental Appendix.

Thank you for your consideration.

Best,

/s/ Jeffrey A. Rosenthal

Jeffrey A. Rosenthal

*Attorney for LATAM Airlines Group
S.A. and its affiliated debtors and
debtors-in-possession*