

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

ALS LIQUIDATION LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 20-11774 (LSS)
(Jointly Administered)

Re: Dkt. Nos. 452, 490 & 525

**NOTICE OF ENTRY OF ORDER CONFIRMING, AND OCCURRENCE OF
EFFECTIVE DATE OF COMBINED DISCLOSURE STATEMENT AND CHAPTER 11
PLAN OF LIQUIDATION JOINTLY PROPOSED BY ALS LIQUIDATION LLC AND
ITS AFFILIATED DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS, DATED AS OF OCTOBER 28, 2021**

PLEASE TAKE NOTICE OF THE FOLLOWING:

A. Confirmation of the Plan.

On December 17, 2021, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an Order [Docket No. 525] (the “Confirmation Order”)² confirming the *Combined Disclosure Statement and Chapter 11 Plan of Liquidation Jointly Proposed by ALS Liquidation LLC and Its Affiliated Debtors and the Official Committee of Unsecured Creditors, Dated October 28, 2021* [Docket No. 452] (collectively with all exhibits and supplements and any modifications or other amendments thereto, the “Plan”) in the Chapter 11 cases (the “Chapter 11 Cases”) of the above-captioned debtors (collectively, the “Debtors”).

B. Occurrence of the Effective Date; Liquidating Trustee; Vesting of Assets.

The Plan became effective on January 3, 2022 (the “Effective Date”). As of the Effective Date, among other things, (a) the Liquidating Trustee was appointed with the power to exercise the rights, power, and authority of the Liquidating Trusts under applicable provisions of the Plan, Liquidating Trust Agreement, and bankruptcy and non-bankruptcy law and, (b) except as

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable are: ALS Liquidation LLC (f/k/a Apex Linen Service LLC) (9075), HAH Liquidation LLC (f/k/a Highland Apex Holdings LLC) (0537), HAC Liquidation LLC (f/k/a Highland Avenue Capital Partners LLC) (2825), HAGP Liquidation LLC (f/k/a Highland Apex GP LLC) (9246), and HAM Liquidation LLC (f/k/a Highland Apex Management LLC) (5476). The Debtors’ mailing address is c/o Bill Hughes, 2355 East Camelback Road, Suite 830, Phoenix, AZ 85016.

² Capitalized terms used but not defined in this Notice shall have the same meanings given to them in the Plan and the Confirmation Order.

otherwise provided in the Plan, (i) the Retained Assets vested in the Apex Liquidating Trust and (ii) the Unsecured Cash Amount vested in the GUC Sub-trust, in each case free and clear of all Claims, Liens, charges, other encumbrances, and interests. Except as otherwise provided in the Plan and Liquidating Trust Agreement, all distributions to be made to creditors under the Plan shall be made by the Liquidating Trustee (or his or her designated agent).

C. Resolution of Disputed Claims.

Except as otherwise provided in the Plan, unless otherwise ordered by the Bankruptcy Court after notice and a hearing, and subject to section 502(a) of the Bankruptcy Code, the Liquidating Trustee on behalf of the Liquidating Trust has the right to make, file, prosecute, settle, compromise, withdraw, or resolve objections to Claims. Further, the Liquidating Trustee may settle, resolve, release, or compromise any Claims and objections to Claims on behalf of the Liquidating Trust without need for notice or order of the Bankruptcy Court.

D. Exculpation; Injunction.

Exculpation and Limitation of Liability. EACH OF THE EXCULPATED PARTIES SHALL NOT BE LIABLE FOR ANY CLAIM, ACTION, PROCEEDING, CAUSE OF ACTION, SUIT, ACCOUNT, SETOFF, RECOUPMENT, CONTROVERSY, AGREEMENT, PROMISE, RIGHT TO LEGAL REMEDIES, RIGHT TO EQUITABLE REMEDIES, RIGHT TO PAYMENT OR CLAIM (AS DEFINED IN SECTION 101(5) OF THE BANKRUPTCY CODE), WHETHER KNOWN, UNKNOWN, REDUCED TO JUDGMENT, NOT REDUCED TO JUDGMENT, LIQUIDATED, UNLIQUIDATED, FIXED, CONTINGENT, MATURED, UNMATURED, DISPUTED, UNDISPUTED, SECURED OR UNSECURED AND WHETHER ASSERTED OR ASSERTABLE DIRECTLY OR DERIVATIVELY, IN LAW, EQUITY OR OTHERWISE TO ONE ANOTHER OR TO ANY HOLDER OF A CLAIM OR EQUITY INTEREST, OR ANY OTHER PARTY IN INTEREST, THE DEBTORS' ESTATES, THE LIQUIDATING TRUSTS, THE LIQUIDATING TRUSTEE OR ANY OTHER PERSON OR ENTITY OR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, FINANCIAL ADVISORS, ATTORNEYS, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, FOR ANY ACT OR OMISSION OCCURRING ON OR BEFORE THE EFFECTIVE DATE OF THE PLAN AND IN CONNECTION WITH, RELATING TO, OR ARISING OUT OF THE CHAPTER 11 CASES, THE NEGOTIATION AND FILING OF THE PLAN OR ANY PRIOR PLANS, THE FILING OF THE CHAPTER 11 CASES, THE PURSUIT OF CONFIRMATION OF THE PLAN OR ANY PRIOR PLANS, ANY SALE ORDER, THE CONSUMMATION OF THE PLAN, OR THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE LIQUIDATED AND/OR DISTRIBUTED UNDER THE PLAN, EXCEPT FOR WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD AS DETERMINED BY A FINAL ORDER OF A COURT OF COMPETENT JURISDICTION.

Injunction. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST OR INTERESTS IN ANY OF THE DEBTORS ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST ANY OF THE DEBTORS OR THEIR ESTATES, ANY OF THE DEBTORS'

PROPERTY, THE LIQUIDATING TRUSTS OR THE LIQUIDATING TRUSTEE, ON ACCOUNT OF ANY SUCH CLAIMS OR INTERESTS: (A) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE OR ORDER; (B) CREATING, PERFECTING OR ENFORCING ANY LIEN OR ENCUMBRANCE; (C) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND AGAINST ANY DEBT, LIABILITY OR OBLIGATION DUE TO ANY DEBTOR; (D) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN; AND (E) TAKING ANY ACTION WHICH INTERFERES WITH THE IMPLEMENTATION OR CONSUMMATION OF THE PLAN; PROVIDED, HOWEVER, THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE SUCH PERSONS FROM EXERCISING AND/OR ENFORCING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER.

E. Rejection of Executory Contracts and Unexpired Leases Not Assumed.

Except as otherwise provided (i) in the Plan; (ii) the Confirmation Order; (iii) in any contract, instrument, release, or other agreement or document entered into in connection with the Plan; or (iv) in a Final Order of the Bankruptcy Court, as of the Effective Date, pursuant to section 365 of the Bankruptcy Code, the Debtors have rejected each executory contract and unexpired lease not previously assumed, assumed and assigned, or rejected during the Chapter 11 Cases.

F. Bar Dates.

Administrative Bar Date. Unless previously filed or as otherwise governed by a bar date order or in another order of the Court, Holders of Administrative Claims accruing from the Petition Date through and including the Effective Date, other than Professional Fee Claims, shall File with the Bankruptcy Court and serve on the Liquidating Trustee requests for payment, in writing, together with supporting documents, substantially complying with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, within thirty (30) days of the Effective Date (the "Administrative Claim Bar Date"). Any such Claim not Filed by the Administrative Claim Bar Date shall be deemed waived and the Holder of such Claim shall be forever barred from receiving payment on account thereof.

Bar Date for Applications for Professional Fees. All applications for final allowance and payment of Professional Fee Claims (each a "Final Fee Application") shall be filed with the Bankruptcy Court on within thirty (30) days of the Effective Date (the "Professional Fee Bar Date"). If an application for a Professional Fee Claim is not Filed by the Professional Fee Bar Date, such Professional Fee Claim shall be deemed waived and the Holder of such Claim shall be forever barred from receiving payment on account thereof. The final allowance of Professional Fee Claims shall be subject to further order of the Bankruptcy Court. Notwithstanding the foregoing, if any objections are Filed with respect to any Final Fee Application filed by the Debtors' Professionals or any fees or expenses therein are disallowed or not indefeasibly paid in full, such Professional(s) shall have the right to supplement such Fee Application after the Professional Fee Bar Date to seek allowance of Professional Fee Claims in excess of the

Professional Fee Agreement, provided that payment of the Debtors' Professional Fee Claims shall still remain consistent with the Professional Fee Agreement.

Rejection Damages Bar Date. Claims arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan must be filed with the Court on or before thirty (30) days after the Effective. Any such Claims not timely filed shall be forever barred from asserting such Claims against the Debtors, their Estates, and the Liquidating Trust, or their respective property. Proofs of Claim arising from the rejection of executory contracts or unexpired leases should be filed so as to be received by the Debtors' claims agent on or before the Rejection Damages Bar Date at the following address:

ALS Liquidation LLC, et al. Claims Processing
c/o Stretto
410 Exchange, Suite 100
Irvine, CA 92602

Alternatively, creditors may file Proofs of Claim electronically at the Debtors' website: <https://cases.stretto.com/ApexLinen/file-a-claim/>

G. Retention of Jurisdiction by Bankruptcy Court.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases after the Effective Date to the fullest extent legally permissible, including, without limitation, with respect to all matters specified in Article XII of the Plan.

H. Notice Parties' Service Addresses.

For purposes of serving requests for payment of Administrative Claims, applications for allowance of Professional Fee Claims, and any other papers required to be served shall be served on the notice parties set forth in section 13.05 of the Plan.

I. Copies of Confirmation Order.

Copies of the Plan and the Confirmation Order may be obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.deb.uscourts.gov> or for free either upon request from counsel to the Liquidating Trustee or by visiting the Debtors' website at: <https://cases.stretto.com/ApexLinen>

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