

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

In re:)	Chapter 11
)	
CL H WINDDOWN LLC, <i>et al.</i> , ¹)	Case No. 21-10527 (JTD)
)	(Jointly Administered)
Debtors.)	
)	Ref. Docket Nos. 749, 895

**NOTICE OF ENTRY OF (I) EFFECTIVE DATE OF DEBTORS’ FIRST AMENDED CHAPTER
11 PLAN OF LIQUIDATION AND (II) BAR DATES FOR FILING CERTAIN CLAIMS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Confirmation of the Plan.** On September 7, 2021, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order [Docket No. 895] (the “Confirmation Order”) confirming the *Debtors’ First Amended Chapter 11 Plan of Liquidation*, dated July 21, 2021 [Docket No. 749] (as it may have been amended, supplemented or modified, the “Plan”), in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”). Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan or Confirmation Order, as applicable.

2. **Effective Date.** The Effective Date of the Plan occurred on September 20, 2021, resulting in the substantial consummation of the Plan.

3. **Administrative Expense Claims Bar Date.** The deadline for filing requests for payment of Administrative Expense Claims (“Administrative Expense Claim Requests”), except as otherwise set forth in the Plan or a Final Order with respect to Administrative Expense Claims *other than Professional Fee Claims*, shall be **forty-five (45) days after the Effective Date (on or before November 4, 2021)**, and served on the Liquidation Trustee, the U.S. Trustee and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court. Administrative Expense Claim Requests can be filed with (a) the U.S. Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801; or (b) through Stretto either (1) electronically through the interface available at <https://cases.stretto.com/carbonlite/file-a-claim/>; or (2) by first class mail, hand delivery or overnight mail of the Administrative Expense Claim Request to: CarbonLite Claims Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602. Pursuant to the *Order (1) Fixing Deadline for Filing Certain Administrative Expense Claims, (2) Approving Form and Manner of Notice Thereof, and (3) Granting Related Relief* [Docket No. 660] (the “Administrative Expense Bar Date Order”), any claim for Administrative Expenses (as defined in the Administrative Expense Claim Order) arising from the Petition Date through June 24, 2021 (other than Administrative Expenses of the kind referenced in paragraph 5 of the Administrative Expense Bar Date Order) (each a “July 23 Administrative Expense”) were required to be filed on or before July 23, 2021 (the “July 23 Administrative Expense Bar Date”). Any asserted July 23

¹ The Debtors were formerly called CarbonLite Holdings, LLC and the subsidiaries thereof. The current names of the Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: CL H Winddown LLC f/k/a CarbonLite Holdings LLC (8957); CL I Winddown LLC f/k/a CarbonLite Industries LLC (3596); CL PH Winddown LLC f/k/a CarbonLite P Holdings, LLC (8957); CL PA Winddown LLC f/k/a CarbonLite P, LLC (5453); CL PIH Winddown LLC f/k/a CarbonLite PI Holdings LLC (8957); CL PP Winddown LLC f/k/a CarbonLite Pinnpack LLC (8957); CL RH Winddown LLC f/k/a CarbonLite Recycling Holdings LLC(8957); CL Sub Winddown LLC f/k/a CarbonLite Sub-Holdings, LLC (8957); PP PA Winddown LLC f/k/a Pinnpack P, LLC (8322); CL R Winddown LLC f/k/a CarbonLite Recycling LLC (3727); and PSS Winddown LLC f/k/a Pinnpack Packaging LLC (9948).

Administrative Expense is governed by the terms of the Administrative Expense Bar Date Order. In accordance with the July 23 Administrative Expense Bar Date Order, any July 23 Administrative Expense filed after the July 23 Administrative Expense Bar Date is forever barred from asserting or receiving any distribution respect to any such Administrative Expense absent further Court order, and the Debtors shall be forever discharged and released from any and all indebtedness or liability with respect to any such Administrative Expense absent further Court order.

4. **Professional Compensation.** Professionals or other Entities asserting a Professional Fee Claim for services rendered through the Effective Date must file with the Bankruptcy Court, within **thirty (30) days after the Effective Date (on or before October 20, 2021)**, and serve on: (a) the Liquidation Trustee, Amanda (Demby) Swift, Province, Inc. 16255 Ventura Blvd., Suite 440 Encino, CA 91436, Email: ademby@provincefirm.com; (b) the Office of the United States Trustee, Attn: Joseph McMahan, Esq., 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Joseph.McMahan@usdoj.gov, and (c) the Fee Examiner, efrejka@frejka.com, an application for final allowance of such Professional Fee Claim.

5. **Assumption and Rejection of Executory Contracts and Unexpired Leases.** On the Effective Date, each Executory Contract and Unexpired Lease shall be deemed rejected, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, under section 365 of the Bankruptcy Code, except for those Executory Contracts and Unexpired Leases that (a) have previously expired or terminated pursuant to their own terms or by agreement of the parties thereto, (b) have been assumed by order of the Bankruptcy Court, (c) are the subject of a motion to assume or motion to reject pending on the Effective Date, (d) are identified on a schedule of assumed contracts in the Plan Supplement, or (e) are assumed pursuant to the terms of the Plan.

6. Notwithstanding anything to the contrary in the Plan, as of the Effective Date, all rights of the Debtors and their Estates in the D&O Liability Insurance Policies are fully and expressly preserved under the Plan. Confirmation and effectiveness of the Plan will not discharge, impair, or otherwise modify any rights of the Debtors, their Estates, the Liquidation Trustee, or any other beneficiary under the D&O Liability Insurance Policies. On the Effective Date, the D&O Liability Insurance Policies and the proceeds thereof (subject in all cases to the terms of the D&O Liability Insurance Policies or the rights of any other beneficiaries therein) shall automatically vest in the Liquidation Trust and shall be a Liquidation Trust Asset. For the avoidance of doubt, the D&O Liability Insurance Policies are not Executory Contracts and are neither assumed nor rejected under the Plan. The Debtors shall not assume, or be deemed to assume, any prepetition indemnity obligations to any of their directors, officers, or managers.

7. **Rejection of Executory Contracts or Unexpired Leases.** All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order (“Rejection Damage Claim”), if any, can be filed with (a) the U.S. Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801; or (b) through Stretto either (1) electronically through the interface available at <https://cases.stretto.com/carbonlite/file-a-claim/> or (2) by first class mail, hand delivery or overnight mail of a Rejection Damage Claim to: CarbonLite Claims Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602. within thirty (30) days after the Effective Date or such other date set by Final Order, and served on the Liquidation Trustee: Amanda (Demby) Swift, Province, Inc. 16255 Ventura Blvd., Suite 440 Encino, CA 91436, Email: ademby@provincefirm.com.

8. Any Entity that is required to File a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so will be forever barred, estopped and enjoined from asserting such Claim, and such Claim will not be enforceable, against the Debtors, the Liquidation Trustee, or the Estates, and the Debtors, the Liquidation Trustee, and the Estates and property will be forever discharged from any and all indebtedness and liability with respect to such Claim unless

otherwise ordered by the Bankruptcy Court or as otherwise provided in the Plan. All such Claims will, as of the Effective Date, be subject to the permanent injunction set forth in Article XI.D of the Plan. All claims arising from the rejection of any Executory Contract or Unexpired Lease shall be treated as General Unsecured Claims, subject to any applicable limitation or defense under the Bankruptcy Code and applicable law.

9. **Copies of Plan and Confirmation Order.** A copy of the Plan, the Confirmation Order or any other related documents may be obtained from the Bankruptcy Court's website at <http://ecf.deb.uscourts.gov> or, free of charge, at <https://cases.stretto.com/CarbonLite/court-docket/>.

Dated: September 20, 2021

PACHULSKI STANG ZIEHL & JONES LLP

/s/ James E. O'Neill

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