

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

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 20-11120 (LSS)
COMCAR INDUSTRIES, INC., <i>et al.</i> , ¹	:	
	:	(Jointly Administered)
Debtors.	:	
	:	Related D.I.: 1101 & 1111
	X	

**NOTICE OF (I) APPROVAL OF COMBINED DISCLOSURE STATEMENT AND
PLAN ON AN INTERIM BASIS FOR SOLICITATION PURPOSES ONLY; (II)
HEARING TO CONSIDER (A) FINAL APPROVAL OF COMBINED DISCLOSURE
STATEMENT AND PLAN AND (B) CONFIRMATION OF COMBINED DISCLOSURE
STATEMENT AND PLAN; (III) DEADLINE FOR VOTING ON COMBINED DISCLOSURE
STATEMENT AND PLAN; AND (IV) DEADLINE FOR FILING OBJECTIONS TO
CONFIRMATION OF COMBINED DISCLOSURE STATEMENT AND PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On January 19, 2021, Comcar Industries, Inc. and certain of its affiliated debtors (collectively, the “Debtors”) filed the *Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [D.I. 1101] (as may be amended, modified, or supplemented, the “Combined Disclosure Statement and Plan”).²

The Combined Disclosure Statement and Plan describes the Debtors’ plan of liquidation and has been approved on an interim basis by order of the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) [D.I. 1111] (the “Interim Approval and Procedures Order”) for use by the Debtors in soliciting acceptances or rejections to the Combined Disclosure Statement and Plan from Holders of Impaired Claims entitled to receive distributions under the Combined Disclosure Statement and Plan. Copies of the Interim Approval and Procedures Order and the Combined Disclosure Statement and Plan can be obtained free of charge at the website maintained by Donlin Recano Company (the “Voting Agent”) at www.donlinrecano.com/comcar; or by contacting the Voting Agent via email

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: 9th Place Newberry, LLC (0359); 16th Street Pompano Beach, LLC (0278); CCC Spotting, LLC (0342); CCC Transportation, LLC (1058); Charlotte Avenue Auburndale, LLC (2179); Coastal Transport, Inc. (2918); Coastal Transport Logistics, LLC (7544); Comcar Industries, Inc. (8221); Comcar Logistics, LLC (2338); Comcar Properties, Inc. (9545); Commercial Carrier Corporation (8582); Commercial Carrier Logistics, LLC (7544); Commercial Truck and Trailer Sales Inc. (0722); Cortez Blvd. Brooksville, LLC (2210); CT Transportation, LLC (0997); CTL Distribution, Inc. (7383); CTL Distribution Logistics, LLC (7506); CTL Transportation, LLC (0782); CTTs Leasing, LLC (7466); Detsco Terminals, Inc. (9958); Driver Services, Inc. (3846); East Broadway Tampa, LLC (2233); East Columbus Drive Tampa, LLC (3995); Fleet Maintenance Services, LLC (1410); MCT Transportation, LLC (0939); Midwest Coast Logistics, LLC (7411); Midwest Coast Transport, Inc. (0045); New Kings Road Jacksonville, LLC (4797); Old Winter Haven Road Auburndale, LLC (4738); W. Airport Blvd. Sanford, LLC (0462); Willis Shaw Logistics, LLC (7341); WSE Transportation, LLC. The corporate headquarters and the mailing address for the Debtors listed above is 8800 Baymeadows Way West, Suite 200, Jacksonville, Florida 32256.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Combined Disclosure Statement and Plan.

comcarinfo@donlinrecano.com with a reference to “Comcar Industries” in the subject line; or by phone at 1 (888) 483-4365 (U.S./Canada) or 212-771-1128 (International).

The Debtors are soliciting acceptances of the Plan from Holders of Claims who are entitled to vote on the Plan. The Bankruptcy Court can confirm the Plan and bind all Holders of Claims and Interests if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each Impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of Bankruptcy Code Section 1129(a). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (ii) otherwise satisfies the requirements of Bankruptcy Code Section 1129(b). If the Plan is confirmed by the Bankruptcy Court, it will be binding on all Holders of Claims and Interests whether or not a particular Holder voted or affirmatively voted to reject the Plan.

Voting On The Plan: Holders of Claims in Classes 1, 4, and 5 (the “Voting Classes”) are entitled to vote to accept or reject the Plan as they are Impaired and are to receive distributions under the Plan, Holders of Claims in Classes 2 and 3 are Unimpaired and presumed to accept the Plan, Holders of Claims and Interests in Classes 6, 7, and 8 are Impaired and deemed to reject the Plan as they are not to receive a distribution under the Plan. If you are a Holder of a Claim against the Debtors as of January 1, 2021 (the “Voting Record Date”) and in a Voting Class, the deadline by which Ballots accepting or rejecting the Plan must be received is **on or before 4:00 p.m. (prevailing Eastern Time) on February 28, 2021 (the “Voting Deadline”).** **If you are in a Voting Class, for your vote to be counted, your Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent on or before the Voting Deadline, unless such time is extended in writing by the Debtors, for your vote to be counted.**

- Your Ballot must be returned by either:

(a) first-class mail (using the reply envelope provided or otherwise as set forth below) to:

Comcar Industries, Inc. Balloting Center
c/o Donlin Recano Company
Attn: Voting Department
P.O. Box 199043 Blythebourne Station
Brooklyn, NY 11219

(b) hand delivery or overnight mail to:

Comcar Industries, Inc. Balloting Center
c/o Donlin Recano Company
Attn: Voting Department
6201 15th Ave
Brooklyn, NY 11219

- **In addition,** Ballots will be accepted if properly completed through the online balloting portal maintained by the Voting Agent. **Holders of Claims in the Voting Classes may submit an electronic Ballot at <http://www.donlinrecano.com/clients/comcar/vote>.** Instructions for electronic, online transmission of Ballots will be set forth on such website. **BALLOTS WILL NOT BE ACCEPTED BY EMAIL, TELECOPY, OR FACSIMILE.** If your Ballot is not received by the Voting Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors, your vote will not be counted.

- **Important Information Regarding Releases:** If you vote to accept the Combined Disclosure Statement and Plan and do not check the opt out box on your Ballot, you will be a “Releasing Party” under the Combined Disclosure Statement and Plan, and you will be deemed to provide the Third-Party Release provided in Article XII.F.2 of the Combined Disclosure Statement and Plan.

Third-Party Release

To the fullest extent permitted under applicable law, all of the Releasing Parties shall be deemed fully, completely, unconditionally, irrevocably, and forever to release the Released Parties of and from any and all Claims and causes of action and any other debts, obligations, rights, suits, damages, actions, setoffs, remedies and liabilities whatsoever, whether accrued or unaccrued, whether known or unknown, foreseen or unforeseen, existing before the Effective Date, as of the Effective Date or arising thereafter, in law, at equity, whether for tort, contract, violations of statutes (including but not limited to the federal or state securities laws), or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to (i) the Debtors or their operations; (ii) the Chapter 11 Cases; (iii) any investment by any Releasing Party in the Debtors or the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any security, asset, right, or interest in the Debtors; (iv) any action or omission of any Releasing Party with respect to any indebtedness under which the Debtors are or were a borrower or guarantor, or any equity investment in the Debtors; and (v) the subject matter of, or the transactions or events giving rise to, any Claim or Interest in the Chapter 11 Cases; (vi) the negotiation, formulation, preparation, entry into, or dissemination of the (a) the 363 Sale Documents; (b) the DIP Credit Agreement; (c) the Combined Plan and Disclosure Statement; and (d) any other action or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, related thereto; and (vii) any Challenge Proceeding (as defined in the DIP Credit Agreement). Notwithstanding the foregoing, nothing in the Plan or the Plan Confirmation Order shall release any of the Causes of Action or personal injury Claims against the Insurance Policies or proceeds.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Third-Party Releases, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court’s finding that the Releases by Holders of Claims is: (1) consensual; (2) essential to the Confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties; (4) a good-faith settlement and compromise of the claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release. Notwithstanding the foregoing, nothing in the Plan or the Plan Confirmation Order shall release any Debtor by any Debtor, or release any D&O Claims arising before the Petition Date against any Person that is not a Released Party.

If you vote to reject the Combined Disclosure Statement and Plan and wish to opt out of giving the Third-Party Release provided in Article XII.F.2 thereof, you must submit your Ballot to the Voting Agent by the Voting Deadline and check the opt out box on the Ballot.

Combined Hearing and Filing Objections to the Combined Disclosure Statement and Plan. A hearing to consider final approval of the adequacy of information contained in the Combined Disclosure Statement and Plan pursuant to section 1125 of the Bankruptcy Code and confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code will be held on **March 10, 2021 10:00 a.m. (prevailing Eastern Time)** before the Honorable Laurie Selber Silverstein at the Bankruptcy Court, 824 N. Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801 OR via telephonic/videoconferencing appearance, as

applicable (the “Combined Hearing”), but may be continued from time to time without further notice other than an announcement of the adjourned date(s) at the Combined Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing or other notice filed with the Bankruptcy Court.

The deadline for filing objections to final approval of the Combined Disclosure Statement and Plan is **4:00 p.m. (prevailing Eastern Time) on March 1, 2021** (the “Objection Deadline”). Any objection must (a) be in writing, (b) comply with the Bankruptcy Rules and the Local Rules, and (c) be filed with the Bankruptcy Court and served upon the following parties so as to be actually received by the Objection Deadline: (i) counsel to the Debtors, DLA Piper LLP (US), 1201 North Market Street, Wilmington, Delaware 19801 (Attn.: Stuart M. Brown, Esq. [stuart.brown@us.dlapiper.com]) and 1251 Avenue of the Americas, New York, NY 10020 (Attn.: Jamila J. Willis, Esq. [jamila.willis@us.dlapiper.com]); (ii) the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”), J. Caleb Boggs Federal Building, 844 King Street, Lockbox 35, Wilmington, Delaware 19801 (Attn: David L. Buchbinder, Esq. [david.l.buchbinder.usdoj.gov]); (iii) counsel to the DIP Lender and the Prepetition Term Loan Lender, Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611 (Attn.: James Ktsanes, Esq. [james.ktsanes@lw.com]), Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Attn.: Brett M. Neve, Esq. [brett.neve@lw.com]), and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn.: Andrew Magaziner, Esq. [amagaziner@ycst.com]); and (iv) counsel to the Committee, Fox Rothschild LLP, 919 North Market Street, Suite 300 (Attn: Seth Niederman, Esq. [sniederman@foxrothschild.com]), 345 California Street, Suite 2200, San Francisco, California 94104 (Attn: Michael A. Sweet, Esq. [msweet@foxrothschild.com]) and 321 N. Clark Street, Suite 1600, Chicago, Illinois 60654 (Attn: Gordon E. Gouveia [ggouveia@foxrothschild.com]). **OBJECTIONS NOT TIMELY FILED AND SERVED IN THE MANNER SET FORTH HEREIN MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE OVERRULED WITHOUT FURTHER NOTICE.**

Summary of Key Dates: A table summarizing the key dates is included below for ease of reference:

DEADLINE/HEARING	DATE
Date Solicitation Will Commence	No later than January 28, 2021
Deadline to File Rule 3018 Motions	February 17, 2021 at 4:00 p.m. (EST)
Plan Supplement Deadline	February 19, 2021
Voting Deadline	February 28, 2021 at 4:00 p.m. (EST)
Deadline to Object to Rule 3018 Motions and the Combined Plan & Disclosure Statement	March 1, 2021 at 4:300 p.m. (EST)
Deadline to File Confirmation Brief & Confirmation Order	March 8, 2021 at 12:00 p.m. (EST)
Combined Confirmation Hearing	March 10, 2021 at 10:00 a.m. (EST)

Important Information Regarding Release and Injunction Provisions: If the Court confirms the Plan and it becomes effective, the releases and injunctions contained in Article XII of the Combined Disclosure

Statement and Plan will be effective and you will be bound by these provisions even if you did not vote to accept the Plan. Article XII of the Combined Disclosure Statement and Plan contains the following exculpation, release, and injunction provisions:

Injunction.

From and after the Effective Date, all Persons and Entities who have held, hold, or may hold Claims or rights giving rise to any legal or equitable relief against the Assets or any Equity Interests in the Debtors arising prior to the Effective Date are permanently enjoined from taking any of the following actions against the Estates, the Released Parties, any member of the Creditors' Committee in its capacity as such, the Wind-Down Trust, the Wind-Down Trustee, the Liquidating Trust, the Liquidating Trustee, or any of their respective property or Assets (collectively, the "Estate Assets") on account of any such Claims or Causes of Action, legal or equitable relief, or Equity Interests: (a) commencing or continuing, in any manner or in any place, any action or proceeding seeking to collect or to recover in any manner against, or assert control or dominion over, the Estate Assets; (b) enforcing, attaching, collecting, or recovering in any manner against the Estate Assets, any judgment, award, decree or order; (c) creating, perfecting, or enforcing any Lien or encumbrance against the Estate Assets; (d) asserting setoff unless such setoff was formally asserted in a timely Filed proof of Claim or in a pleading Filed in any court prior to entry of the Plan Confirmation Order (notwithstanding any indication in any proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff) or right of subrogation of any kind against any debt, liability, or obligation due to the Debtors; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with or with respect to any such Claims, Causes of Action or Interests discharged, released, exculpated, or settled pursuant to the Plan or that is otherwise inconsistent with the provisions of the Plan; *provided, however*, that such Persons and Entities shall not be precluded from exercising their rights under and consistent with the terms of this Combined Plan and Disclosure Statement, the Plan Confirmation Order, the Wind-Down Trust Agreement, or the Liquidating Trust Agreement.

Exculpation

The Exculpated Parties shall not have or incur any liability for any Claim, action, proceeding, Cause of Action, Avoidance Action, suit, account, controversy, agreement, promise, right to legal remedies, right to equitable remedies, or right to payment arising or accruing prior to or on the Effective Date, 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 Claim Holder or Interest Holder, or any other party in interest, or any of their respective agents, employees, representatives, advisors, attorneys, or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases, the formulation, negotiation, preparation, solicitation, Filing, administration, confirmation and effectuation of this Combined Plan and Disclosure Statement, or the property to be liquidated and/or distributed under this Combined Plan and Disclosure Statement, except for their willful misconduct or gross negligence as determined by a Final Order of a court of competent jurisdiction. With respect to any Exculpated Party that is not also an Estate fiduciary, such exculpation shall be as provided for by section 1125(e) of the Bankruptcy Code. Notwithstanding the foregoing, nothing in the Plan or the Plan Confirmation Order shall release any of the Causes of Action, except as otherwise provided in this Combined Plan and Disclosure Statement.

Debtor Releases

Except as may otherwise be expressly provided in this Combined Plan and Disclosure Statement, as of the Effective Date, for good and valuable consideration, to the fullest extent permitted under applicable law, the Released Parties (other than the Debtors by the Debtors) will be released by the Debtors and the Estates of and from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities (other than the rights of the Debtors to enforce this Combined Plan and Disclosure Statement, and the contracts, instruments, releases, and other agreement or documents delivered hereunder, and liabilities arising after the Effective Date in the ordinary course of business), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or part on any act omission, transaction, event, or other occurrences, whether direct or derivative, taking place on or prior to the Effective Date in connection with, or related to, the Debtors, the Estates, the Chapter 11 Cases, and this Combined Plan and Disclosure Statement, other than with respect to Claims, Causes of Action or liabilities arising out of or relating to any act or omission of a Released Party that is determined by a Final Order of a court of competent jurisdiction to constitute actual fraud, willful misconduct, or gross negligence. Notwithstanding the foregoing, nothing in the Plan or the Plan Confirmation Order shall release any Debtor by any Debtor, or release any D&O Claims arising before the Petition Date against any Person that is not a Released Party.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release in addition to the description above is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Trustee's, Liquidating Trustee's, or the Debtors' Estates asserting any claim, Cause of Action or other assertion of liability released pursuant to the Debtor Release.

Obtaining Solicitation Materials. If you would like to obtain a Solicitation Package or if you have questions regarding the procedures and requirements for objecting to the Plan, you may contact the Debtors' Voting Agent at comcarinfo@donlinrecano.com with a reference to "Comcar Industries" in the subject line; or by phone at 1 (888) 483-4365 (U.S./Canada) or 212-771-1128 (international). Please be advised that the Voting Agent is authorized to answer questions and provide additional copies of solicitation materials but may not advise you as to whether you should vote to accept or reject the Plan.

Dated: January 25, 2021
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Stuart M. Brown

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-and-

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