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FILED APR 02, 2014 DOCUMENT NO. 01471-14 FPSC - COMMISSION CLERK

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:

THE DOLAN COMPANY, et al.,¹

Chapter 11

Case No. 14-10614 (BLS)

Debtors.

Jointly Administered

NOTICE OF (A) COMMENCEMENT OF PREPACKAGED CHAPTER 11 BANKRUPTCY CASES, (B) COMBINED HEARING ON THE ADEQUACY OF THE DISCLOSURE STATEMENT, CONFIRMATION OF THE JOINT PREPACKAGED CHAPTER 11 PLAN, AND RELATED MATTERS, AND (C) OBJECTION DEADLINES, AND SUMMARY OF THE DEBTORS' JOINT PREPACKAGED CHAPTER 11 PLAN

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¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: The Dolan Company (4527); American Processing Company, LLC (3395); Arizona News Service, LLC (0969); assure360, LLC (8926); Counsel Press, LLC (0509); Daily Journal of Commerce, Inc. (1624); Daily Reporter Publishing Company (9860); DataStream Content Solutions, LLC (6276); Dolan APC LLC (3828); Dolan Media Holding Company (0186); Dolan Publishing Company (3784); Dolan Publishing Finance Company (5133); Federal News Service LLC (5309); Finance and Commerce, Inc. (2942); Idaho Business Review, LLC (6843); Lawyer's Weekly, LLC (6760); Legislative Information Services of America, LLC (4027); Long Island Business News, LLC (4338); Missouri Lawyers Media, LLC (8890); National Default Exchange Holdings, LLC (1918); New Orleans Publishing Group, L.L.C. (2405); NOPG, L.L.C. (9511); The Daily Record Company LLC (7310); and The Journal Record Publishing Co., LLC (5769). The location of the Debtors' service address is: 222 South Ninth Street, Suite 2300, Minneapolis, Minnesota 55402.

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| UNITED STATES BANKRUPTCY COU | URT District of Delaware | | |
|--|---|--|--|
| | Notice of | | |
| Chapter 11 Bankru | ptcy Case, Meeting of Creditors, & Deadlines | | |
| A chapter 11 bankruptcy case concerning the debtor(| s) listed below was filed on March 23, 2014. | | |
| You may be a creditor of the debtor. This notice list rights. All documents filed in the case may be inspe NOTE: The staff of the bankruptcy clerk's office ca | ts important deadlines. You may want to consult an attorney to protect your seted at the bankruptcy clerk's office at the address listed below. | | |
| See Pe | worse Cide for Important Evaluations | | |
| Debtor(s) (name(s) and address): | Case Number: | | |
| The Dolan Company, et. al. | 14-10614 | | |
| 100019 | Last four digits of Social-Security or Individual Taxpayer-ID (ITIN) No(s)./Complete EIN: 43-2004572 | | |
| All other names used by the Debtor(s) in the last 8 years | Attorney for Debtor(s) (name and address): | | |
| (include married, maiden, and trade names): Dolan Media Company | Kirkland & Ellis LLP | | |
| Dotal Wedla Company | 300 N. LaSalle | | |
| | Chicago, IL 60654 | | |
| | Attn: Marc Kieselstein | | |
| | Telephone number: (312) 862 - 2000 | | |
| | Meeting of Creditors | | |
| Date: TBD// Time: TBD () A. M. | Location: | | |
| () | Deadlines: | | |
| Papers must be received by | y the bankruptcy clerk's office by the following deadlines: | | |
| Deadlin | ne to File a Proof of Claim: Notice of | | |
| de | adline will be sent at a later time. | | |
| Deadline to File a Comp | laint to Determine Dischargeability of Certain Debts: | | |
| Deadline to File a Comp | April 24, 2014 | | |
| Deadline to File a C | Complaint Objecting to Discharge of the Debtor: | | |
| bename to 1 he a c | May 1, 2014 | | |
| | | | |
| Ľ | Deadline to Object to Exemptions: | | |
| Thirty (30) days | after the conclusion of the meeting of creditors. | | |
| | tors May Not Take Certain Actions: | | |
| the debtor's property. Under certain circumstances | e automatically stays certain collection and other actions against the debtor and s, the stay may be limited to 30 days or not exist at all, although the debtor can u attempt to collect a debt or take other action in violation of the Bankruptcy determine your rights in this case. | | |
| | | | |
| Address of the Bankruptcy Clerk's Office: David D. Bird, Clerk of the Court | For the Court: | | |
| Javid D. Bird, Clerk of the Court Inited States Banknuptcy Court or the District of Delaware 24 North Market Street, 5th Floor Vilmington, Delaware 19801 302) 252-9000 | Clerk of the Bankruptcy Court. | | |
| Hours Open: 8:00 a.m 4:00 p.m. | Date: | | |

On March 23, 2014 (the "<u>Petition Date</u>"), the above-captioned debtors and debtors in possession (collectively, the "<u>Debtors</u>") filed with the United States Bankruptcy Court for the District of Delaware (the "<u>Bankruptcy Court</u>") the Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 16] (as may be amended or modified from time to time and including all exhibits and supplements thereto, the "<u>Plan</u>") and the related Disclosure Statement for the Debtors' Joint Prepackaged Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 18] (the "<u>Disclosure Statement</u>") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "<u>Bankruptcy Code</u>").¹

The Plan is a "prepackaged" plan of reorganization. The primary purpose of the Plan is to effectuate a comprehensive financial restructuring of the Debtors' pre-bankruptcy obligations under the Debtors' prepetition credit facility. As a result, the Plan is intended to be a "balance sheet" restructuring and is not generally intended to affect the Debtors' day-to-day operations. The Debtors believe that their restructuring will provide them with an appropriate capital structure in light of their projected opportunities and prospects. Before the Petition Date, the Debtors conducted a solicitation of the Plan to those Holders of the only Claims entitled to vote to accept or reject the Plan. <u>Holders of Claims against the Debtors entitled to vote on the Plan voted overwhelmingly to accept the Plan</u>. The Debtors believe that any valid alternative to confirmation of the Plan would result in significant delays, litigation, and additional costs, and, ultimately, would jcopardize recoveries for the Debtors' stakcholders. Significantly, the Plan renders all General Unsecured Claims unimpaired, and contemplates that such General Unsecured Claims will be paid in full in cash on the Effective Date of the Plan or in the ordinary course of business.

Copies of the Disclosure Statement, the Plan, and other documents in these chapter 11 cases may be obtained at no charge from Kurtzman Carson Consultants LLC, the claims agent retained by the Debtors in these chapter 11 cases (the "Notice and Claims Agent") by: (a) accessing the Notice and Claims Agent's website at <u>http://www.kccllc.net/Dolan;</u> (b) writing to the Notice and Claims Agent at The Dolan Company Claims Processing Center, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245; (c) emailing the Notice and Claims Agent at dolaninfo@kccllc.com; or (d) calling the Notice and Claims Agent at (877) 709-4757 from inside the United States or (424) 236-7235 from outside the United States. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at <u>http://www.ecf.deb.uscourts.gov</u>.

Information Regarding the Plan

<u>Voting Record Date</u>. The Court-approved voting record date was <u>March 18, 2014</u> (the "<u>Voting Record Date</u>"), which was the date for determining which Holders of Claims in Class 3 were entitled to vote on the Plan.

Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred to therein. To the extent there is a discrepancy between the terms herein and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

<u>Deadline to File Complaints to Determine the Dischargeability of a Debt</u>. Please take notice that the deadline to file complaints pursuant to Bankruptcy Rule 4007(c) is <u>April 24, 2014</u>, the date that is 30 days after the date on which the order scheduling the Combined Hearing was entered.

Objections to the Plan or Disclosure Statement. The deadline for filing objections to the Plan or Disclosure Statement is April 24, 2014, at 5:00 p.m., prevailing Eastern Time. Any objections (each, an "Objection") to the Plan or the adequacy of information in the Disclosure Statement must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the District of Delaware; (c) state the name and address of the objecting party and the amount and nature of the claim or interest beneficially owned by such entity; (d) state with particularity the legal and factual basis for such objections, and, if applicable, a proposed modification to the Plan that would resolve such objections; and (e) be filed with the Court with proof of service thereof and served so as to be actually received on or before the Objection Deadline by the following parties: (i) the Debtors, 222 South Ninth Street, Suite 2300, Minneapolis, Minnesota 55402, Attn: Renee Jackson; (ii) proposed counsel for the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Marc Kieselstein, Esq. and Jeffrey D. Pawlitz, Esq.; (iii) proposed co-counsel for the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705 (Courier 19801), Attn: Laura Davis Jones, Esq. and Timothy P. Cairns, Esq.; (iv) counsel to Bayside Capital, Inc., Akin Gump Strauss Hauer & Feld LLP, (A) One Bryant Park, New York, New York 10036, Attn: Michael S. Stamer and (B) 1700 Pacific Avenue, Suite 4100, Dallas, Texas 75201, Attn: Sarah Link Schultz; (v) co-counsel to Bayside Capital, Inc., Pepper Hamilton LLP, Hercules Plaza, Suite 5100, 1313 N. Market Street, P.O. Box 1709, Wilmington, Delaware 19899, Attn: David B. Stratton; (vi) counsel to any statutory committee appointed in these chapter 11 cases; and (vii) Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David Buchbinder, Esq.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

AS DESCRIBED BELOW, YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Summary of Plan Treatment

The following chart summarizes the treatment provided by the Plan to each class of Claims against and Interests in the Debtors, and indicates the voting status of each class. <u>The only Class entitled to vote on the Plan has overwhelmingly voted to accept the Plan</u>.

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| Class | Claim or Interest | Status | Accept/Reject | Plan Recovery | Liquidation Recovery |
|-------|--|------------|---|------------------|-------------------------|
| 1 | Other Priority Claims | Unimpaired | Not Entitled to Vote (Presumed to Accept) | 100% | 100% |
| 2 | Other Secured Claims | Unimpaired | Not Entitled to Vote (Presumed to Accept) | 100% | 100% |
| 3 | Prepetition Credit Agreement Claims | Impaired | Entitled to Vote | 59%-70% | 20%-35% |
| 4 | General Unsecured Claims | Unimpaired | Not Entitled to Vote (Presumed to Accept) | 100% | 0% |
| 5 | Intercompany Claims | Unimpaired | Not Entitled to Vote (Presumed to Accept) | 0%-100% | 0% |
| 6 | Intercompany Interests | Unimpaired | Not Entitled to Vote (Presumed to Accept) | 0%-100% | 0% |
| 7 | Section 510(b) Claims | Impaired | Not Entitled to Vote (Deemed to Reject) | 0% | 0% |
| 8 | Dolan Interests | Impaired | Not Entitled to Vote (Deemed to Reject) | 0% | 0% |

Discharge, Injunctions, Exculpation, and Release Provisions

Please be advised that the Plan contains certain discharge, release, exculpation, and injunction provisions as follows.

Under the Plan, an "Exculpated Claim" means any Claim related to any act or omission in connection with, relating to, or arising out of the Plan or Restructuring Transactions, the formulation, preparation, dissemination, negotiation of any document in connection with the Plan, the Restructuring Documents, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property pursuant to the Plan.

Under the Plan, an "Exculpated Party" means each of: (a) the Debtors; (b) the Reorganized Debtors; (c) any statutory committee appointed in the Chapter 11 Cases and each member thereof; (d) the Consenting Lenders; and (e) with respect to each of the foregoing entities in clauses (a) through (d), such party's current and former affiliates, and such party's and its current and former affiliates' subsidiaries, officers, directors, managers, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

Under the Plan, a "<u>Released Party</u>" means each of the following in its capacity as such: (a) the Prepetition Lenders; (b) the Prepetition Administrative Agent; (c) the Syndication Agent; (d) the DIP Agent; (e) the DIP Lenders; (f) any statutory committee appointed in the Chapter 11 Cases and each member thereof; (g) DiscoverReady; (h) Lender Newco; (i) with respect to each of the foregoing entities in clauses (a) through (h), such party's current and former affiliates, and such party's and its current and former affiliates' subsidiaries, officers, directors, managers, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals; and (j) each of the Debtors and their respective current and former affiliates' subsidiaries, owners, officers, directors, managers, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

Under the Plan, "<u>Releasing Parties</u>" means each of: (a) the Prepetition Lenders; (b) the Prepetition Administrative Agent; (c) the DIP Agent; (d) the DIP Lenders; (e) any statutory committee appointed in the Chapter 11 Cases and each member thereof; (f) DiscoverReady; (g) Lender Newco; (h) without limiting the foregoing, each other Holder of a Claim or an Interest, in each case other than a Holder of a Claim or an Interest that has voted to reject the Plan, is a member of a Class that is deemed to reject the Plan, or has voted to accept the Plan *and* who expressly opts out of the release provided by the Plan; and (i) with respect to each of the foregoing parties under (a) through (h), any successors or assigns thereof.

ARTICLE VIII.B (DISCHARGE OF CLAIMS AND TERMINATION OF INTERESTS). Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise provided for in the Plan or in any contract, instrument or other agreement created pursuant to the Plan, and effective as of the Effective Date: (a) the rights afforded in the Plan (which rights may include the continuation of prepetition liens, security interests, or other rights) and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, settlement, compromise, discharge, and release of all Claims and Interests of any nature whatsoever, regardless of whether a Proof of Claim or Interest was filed, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (b) the Plan shall bind all Holders of Claims and Interests, notwithstanding whether any such Holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (d) all Entities shall be precluded from asserting against the Debtors, the Debtors'

Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date; provided, however, that notwithstanding the foregoing, nothing in this Plan is intended to release any insurer from having to provide coverage under any policy to which the Debtors, the Reorganized Debtors, and/or their current or former officers, directors, employees, representatives, or agents are parties or beneficiaries. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date, subject to section 1141(d)(6) of the Bankruptcy Code.

ARTICLE VIII.I (RELEASE OF LIENS). Except (a) with respect to the Liens securing the obligations arising out of the Exit Facility Documents or the SPV Operating Agreement, (b) with respect to the Liens securing the Secured Tax Claims or Other Secured Claims (depending on the treatment of such Claims), or (c) as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and the holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtor and its successors and assigns. For the avoidance of doubt, mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed pursuant to the Uniform **Commercial Code.**

ARTICLE VIII.C (RELEASES BY THE DEBTORS). Pursuant to section 1123(b) of the Bankruptcy Code, to the fullest extent permissible under applicable law, and except as otherwise specifically provided in the Plan, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed released by the Debtors, the Estates, and the Reorganized Debtors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors or the Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Estates, or the Reorganized Debtors would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of

Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction.

ARTICLE VIII.D (RELEASES BY HOLDERS OF CLAIMS AND INTERESTS). On the Confirmation Date and effective as of the Effective Date, to the fullest extent permissible under applicable law, except as otherwise provided in the Plan, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each Entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors or Reorganized Debtors, as applicable, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing "Third-Party Release," the releases set forth above do not release any post-Effective Date obligations of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

<u>ARTICLE VIII.E (EXCULPATION)</u>. To the fullest extent permissible under applicable law, and except as otherwise specifically provided in the Plan, each Debtor, each Reorganized Debtor, each Estate, and each Exculpated Party is hereby released and exculpated from any claim, obligation, Cause of Action, or liability for any Exculpated Claim, except for actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction; provided, however, that in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors, the Reorganized Debtors, the Estates, and the Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the restructuring of Claims and Interests in the Chapter 11 Cases and in connection with the Restructuring Transactions, the negotiation, formulation, or preparation of the restructuring documents or related agreements, instruments, or other documents (including the New Topco Operating Agreement, the New Corporate Governance Documents, the Exit Facility Documents, the Seller Note Assignment Documents, and documents and instruments related thereto) pursuant to the Plan, and the solicitation and distribution of the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

ARTICLE VIII.F (INJUNCTION). To the fullest extent permissible under applicable law, and except as otherwise provided in the Plan or for obligations issued pursuant the Plan, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Article VIII.D or Article VIII.E, discharged pursuant to Article VIII.B of the Plan, or are subject to exculpation pursuant to Article VIII.F of the Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors or the Released Parties or their respective property: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims or interests unless such Entity has timely asserted such setoff right in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims or interests released or settled pursuant to the Plan.

Hearing on Confirmation of the Plan and the Adequacy of the Disclosure Statement

The hearing (the "<u>Confirmation Hearing</u>") will be held before the Honorable Judge Shannon, United States Bankruptcy Judge, in Room 1 of the United States Bankruptcy Court, 824 North Market Street, Wilmington, Delaware, 19801, on May 1, 2014, at 9:00 a.m., prevailing Eastern Time, to consider the adequacy of the Disclosure Statement, any objections

to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court. Please be advised that the Confirmation Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

Wilmington, Delaware Dated: March 26, 2014

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Laura Davis Jones (Bar No. 2436) Timothy P. Cairns (Bar No. 4228) Michael R. Seidl (Bar No. 3889) **PACHULSKI STANG ZIEHL & JONES LLP** 919 North Market Street, 17th Floor P.O. Box 8705 Wilmington, Delaware 19899-8705 (Courier 19801) Telephone: (302) 652-4100 Facsimile: (302) 652-4400 Email: ljones@pszjlaw.com tcairns@pszjlaw.com mseidl@pszjlaw.com

- and -

Marc Kieselstein, P.C. (admitted *pro hac vice*) Jeffrey D. Pawlitz (admitted *pro hac vice*) Joseph M. Graham (admitted *pro hac vice*) **KIRKLAND & ELLIS LLP** 300 North LaSalle Chicago, Illinois 60654 Telephone: (312) 862-2000 Facsimile: (312) 862-2000 Email: marc.kieselstein@kirkland.com jeffrey.pawlitz@kirkland.com

Proposed Co-Counsel for the Debtors and Debtors in Possession