Case 23-90054 Document 588 Filed in TXSR on 05/22/23 Page 1 of 7 Docket #0588 Date Filed: 05/22/2023

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS **HOUSTON DIVISION**

In re:) Chapter 11
IEH AUTO PARTS HOLDING LLC, et al.,1) Case No. 23-90054 (CML)
Debtors.) (Jointly Administered)
)

AFFIDAVIT OF PUBLICATION RE: NOTICE OF COMBINED HEARING TO CONSIDER FINAL APPROVAL OF FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN OF LIQUIDATION FILED BY DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES

This Affidavit of Publication includes the sworn statements verifying that the *Notice* of Combined Hearing to Consider Final Approval of First Amended Combined Disclosure Statement and Joint Plan of Liquidation Filed by Debtors and Related Voting and Objection Deadlines was published and incorporated by reference herein as follows:

- 1. In *The New York Times* National Edition on May 8, 2023, attached hereto as **Exhibit A**.
- 2. In The Atlanta Journal-Constitution on May 8, 2023, attached hereto as Exhibit B.

The Debtor entities in these chapter 11 cases, along with the last four digits of each Debtor entity's federal tax identification number, are: IEH Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531); AP Acquisition Company Gordon LLC (5666); AP Acquisition Company Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); AP Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtors' service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144.

Exhibit A



620 8th Avenue New York, NY 10018 nytimes.com

PROOF OF PUBLICATION

May 8, 2023

I, Larnyce Tabron, in my capacity as a Principal Clerk of the Publisher of The New York Times, a daily newspaper of general circulation printed and published in the City, County, and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on.

5/8/2023, NY & NATL, pg B5

JOHN MCGILL Electronic Notary Public Commonwealth of Virginia Registration No. 8038092 My Commission Expires Dec 31, 2027 Digitally signed by John McGill Date: 2023.05.08 15:39:39 -04'00' constant in which or behalf of my of the Debtors. An Elect Sown Debtors, [in the capital structure, management, execution, or operation [inst, nfm, or regulations protecting and bandparts 17508 0000000] or their Debtors, a regulation, whicher become or unintense, forecess (thereby), the assertion or referencement of plates and remoders against (building, illustrationaries) as officenesses, maintend or semantation, existing as branches for section [institution of the Debtors, in the Debtors, in the Debtors, in the Contract plates and plates and



B5

If Some Dangers Posed by A.I. Are Already Here, Then What Lies Ahead?

By CADE METZ

SAN FRANCISCO — In late March, more than 1,000 technology leaders, researchers and other pundits working in and around artificial intelligence signed an open letter warning that A.I. technologies present "profound risks to society

The group, which included Elon Musk, Tesla's chief executive and the owner of Twitter, urged A.I. labs to halt development of their most powerful systems for six months so that they could better understand the dangers behind the technology.

"Powerful A.I. systems should be developed only once we are confident that their effects will be positive and their risks will be manageable," the letter said.

The letter, which now has over 27,000 signatures, was brief. Its language was broad. And some of the names behind the letter seemed to have a conflicting relationship with A.I. Mr. Musk, for example, is building his own A.I. start-up, and he is one of the primary donors to the organization that wrote the letter.

But the letter represented a growing concern among A.I. experts that the latest systems, most notably GPT-4, the technology introduced by the San Francisco start-up OpenAI, could cause harm to society. They believed future systems will be even more dangerous

Some of the risks have arrived. Others will not for months or years. Still others are purely hypo-

"Our ability to understand what could go wrong with very powerful A.I. systems is very weak," said Yoshua Bengio, a professor and A.I. researcher at the University of Montreal. "So we need to be very careful."

Why Are They Worried?

Dr. Bengio is perhaps the most important person to have signed the

Working with two other academics - Geoffrey Hinton, until recently a researcher at Google, and Yann LeCun, now chief A.I. scientist at Meta, the owner of Facebook — Dr. Bengio spent the past four decades developing the technology that drives systems like GPT-4. In 2018, the researchers received the Turing Award, often called "the Nobel Prize of computing," for their work on neural net-

A neural network is a mathematical system that learns skills by analyzing data. About five years ago, companies like Google, Microsoft





A recent letter calling for a moratorium on A.I development represented a growing concern of the potential harm to society. "Our ability to understand what could go wrong with very powerful A.I. systems is very weak," said Yoshua Bengio, right, a professor and A.I. researcher at the University of Montreal. Oren Etzioni, left, the founding C.E.O. of the Allen Institute for AI, a research lab in Seattle, said "there is an indication that rote jobs will go away."

and OpenAI began building neural networks that learned from huge amounts of digital text called large language models, or L.L.M.s.

By pinpointing patterns in that text, L.L.M.s learn to generate text on their own, including blog posts, poems and computer programs. They can even carry on a conver-

This technology can help com-

puter programmers, writers and other workers generate ideas and do things more quickly. But Dr. Bengio and other experts warned that L.L.M.s can learn unwanted

called "hallucination."

more powerful, they will introduce these systems will be correct on

Short-Term Risk:

Because these systems deliver information with what seems like complete confidence, it can be a struggle to separate truth from fiction when using them. Experts are concerned that people will rely on these systems for medical advice, emotional support and the raw information they use to make deci-

any task you give them," said Subbarao Kambhampati, a professor of computer science at Arizona State University.

Experts are also worried that people will misuse these systems to spread disinformation. Because they can converse in humanlike ways, they can be surprisingly per-

suasive. "We now have systems that can interact with us through natural language, and we can't distinguish the real from the fake," Dr. Bengio

Medium-Term Risk: Job Loss

Experts are worried that the new A.I. could be job killers. Right now, technologies like GPT-4 tend to complement human workers. But OpenAI acknowledges that they could replace some workers, including people who moderate content on the internet.

They cannot yet duplicate the work of lawyers, accountants or doctors. But they could replace paralegals, personal assistants and translators.

A paper written by OpenAI researchers estimated that 80 percent of the U.S. work force could have at least 10 percent of their work tasks affected by L.L.M.s and that 19 percent of workers might see at least 50 percent of their tasks impacted.

"There is an indication that rote jobs will go away," said Oren Etzioni, the founding chief executive of the Allen Institute for AI, a research lab in Seattle.

Long-Term Risk: Loss of Control

Some people who signed the letter also believe artificial intelligence could slip outside our control or destroy humanity. But many experts say that's wildly overblown.

The letter was written by a group from the Future of Life Institute, an organization dedicated to exploring existential risks to humanity. They warn that because A.I. systems often learn unexpected behavior from the vast amounts of data they analyze, they could pose serious, unexpected prob-

They worry that as companies plug L.L.M.s into other internet services, these systems could gain unanticipated powers because they could write their own computer code. They say developers will create new risks if they allow powerful A.I. systems to run their own

"If you look at a straightforward extrapolation of where we are now to three years from now, things are pretty weird," said Anthony Aguirre, a theoretical cosmologist and physicist at the University of California, Santa Cruz and cofounder of the Future of Life Insti-

"If you take a less probable scenario - where things really take off, where there is no real governance, where these systems turn out to be more powerful than we thought they would be - then things get really, really crazy," he

Dr. Etzioni said talk of existential risk was hypothetical. But he said other risks — most notably disinformation — were no longer speculation.

"Now we have some real problems," he said. "They are bona fide. They require some responsible reaction. They may require regulation and legislation."

PEAR THERAPEUTICS, INC., et al. NOTICE OF BID DEADLINE, AUCTION, AND SALE

HEARTHOR IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS'
NOTICE SHEREPY GIVEN, as follows:

1. On April 7, 2023, the above-captioned debtors and debtors in possession (the "Debtors") filed a motion [D.I. 13] (the "Bid Procedures Motion") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") seeking approval of, among other things, (i) bid procedures in connection with the sale (the "Sale") of substantials all of the Debtors' assets (the "Seaset") (ii) procedures to substantially all of the Debtors' assets (the "Assets"), (ii) procedures of determine cure amounts and deadlines for objections to certain contract and leases to be assumed and assigned by the Debtors, (iii) the date, time, and place for a sale hearing (the "Sale Hearing") and for objections to the Sale, and (iv) related relief. On April 27, 2023, the Debtors filed revised bid ocedures in connection with the Sale of Assets (as amended the "Bid Procedures") and revised procedures to determine cure amounts an deadlines for objections to certain contracts and leases to be assumed and assigned by the Debtors (as amended, the "Contract Procedures"). On April 28. 2023, the Bankruptcy Court entered an order [D.I. 116] approving th Bid Procedures Motion, the Bid Procedures and the Contract Procedure (the "Bid Procedures Order").3
2. All interested parties are invited to submit a Qualified Bid and to

make offers to purchase the Assets in accordance with the terms of the Bid Procedures and the Bid Procedures Order. Potential Bidders are encouraged to review the Bid Procedures attached to the Bid Procedures Order carefully and, for further information, are invited to contact the Debtors' financia mtspartners.com). The Bid Deadline is May 15, 2023 at 4:00 p.m. (ET)

Consistent with the Bid Procedures Order, in the event the Debtors receive one or more Qualified Bids on or before the Bid Deadline the Debtors shall conduct the Auction for the purpose of determinin the highest or otherwise best bid for the Assets. The Auction shall b the highest of otherwise best one for the assets. In the Auction Shall be organized by the Debtors' professionals and conducted at the offices of Foley Hoag LLP, 1301 Avenue of the Americas, 25th Floor, New York, NY 10019, or by remote audio and/or video link, beginning at May 18, 2023 at 10:00 a.m. (ET) or such other location and time as may be announced prior to the Auction to all Qualified Bidders, but U.S. Insuse and the official committee of unsecured creditors, if any, formed in the Chapter 11 Case (the "Committee"). The Auction will be recorded and transcribed by an authorized court recorder. Be Debtors recorded and transcribed by an authorized court reporter. The Debtor their professionals, the Committee, Qualified Bidders and their respective nbers and professionals, and creditors and their respective counsel financial advisors, and/or other authorized representatives may attend the Auction. The only persons or entities who will be permitted to bid at the Auction are the authorized representatives of each Qualified Bidder. The time and place of the Auction may change with notice. The Debtors shall file notice of any such change with the court not later 4:00 p.m. (ET) one (1) day prior to the Auction, and shall serve such notice by email or fax or all creditors who notified Debtors' counsel of their intention to attend the tion, in the manner and time set forth in paragraph 4 below, as we 🛚 as

Auction, in the final merian of the merian padagaph a below, as we as on all bilders and Committee counsel, if any.

4. Any party-in-interest wishing to attend the Auction, whether virtually or in person, may request to attend by contacting, no later than one (1) day prior to the start of the Auction, Foley Hoag LLP, 1301 Avenue of the Americas, 25th Floor, New York, Vancous and March 1861 and 18 NY 10019, Attn: Alison D. Bauer, Esq. (abauer@folyhoag.com) and Jiun-Wen Bob Teoh. Esq. (iteoh@folyhoag.com) and Jiun-Wen Bob Teoh. Esq. (iteoh@folyhoag.com) and providing their e-mail address and/or fax number, so as to receive notice of any change in the date, time or location of the Auction. The identity of Qualified Bidders shall be kept confidential by those attending the Auction avent for the identity of the Xivessetyll Bidder and the Auction except for the identity of the Successful Bidder and Back-Up Bidder per the Successful Bidder Notice as defined below

At the Sale Hearing on May 22, 2023 at 2:00 p.m. (ET), the Debtors intend to seek the Bankruptcy Court's approval of the sale or the Assets to the Successful Bidder at the Auction. In determining the Successful Bidder, in addition to the amount of cash or cash equivalen consideration offered, the Debtors will consider, among other factors, the assumption of liabilities contemplated by each Qualified Bid, certainty of dosing, and other factors relating to the value and certainty of the bid. The Sale Hearing will be held before the Honorable Thomas M. Horan, Judg at the United States Bankruptcy Court for the District of Delaware, 82-Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801 The Debtors, in the exercise of their business judgment, may adjourn the Sale Hearing without notice or with limited and shortened notice to parties, including by (i) an announcement of such adjournment at the Sale Hearing or at the Auction and (ii) the filing of a notice of adjournment with

In the event an Auction will occur, no later than May 17, 2023 at **10:00 a.m. (ET)**, the Debtors will provide e-mail or fax notice containing the identities of all Qualified Bidders (the "Qualified Bidder Notice") to all Contract Parties who timely submitted a written request for such notice Contract Parties who timely submitted a written request for such notice pursuant to the instructions below, which notice must be kept confidential by such Contract Party, except for the ultimate identity of the Successful Bidder and Back-Up Bidder. The Debtors shall file with the Bankruptcy Court a notice of a Successful Bid, Successful Bidder, Back-Up Bid, and Back-Up Bidder, and the amount of the Successful Bid and Back-Up Bid with the Court within the earlier of (a) five (5) business hours after the dose of the auction or (b) noon the day after the dose of the Auction. At that same time, the Debtors shall serve notice of the foregoing information (the "Successful Bidder Notice") by email or fax to all Contract Parties and registers who have time leverausted notice of such information. To receive creditors who have timely requested notice of such information. To receive a copy of the Qualified Bidder Notice and the Successful Bidder Notice, a a copy or the Quanter bouter house, and the Succession that Party must submit a written request in writing to Debtors' counsel, Foley Hoag LLP 1301 Avenue of the America, 25° Floor, New York, NY 10019, Attn: Alison D. Bauer, Esq. (abauer@foleyhoag.com) and Jiun-Wen Bob Teoh, Esq. (tjech@foleyhoag.com), and provide Debtors' counsel with their email addresses or fax numbers by no later than the Bild Deadline.

7. At the Sale Hearing, the Bankruptry Court may enter such orders as it deems appropriate under applicable law and as required by the circumstances and equities of this Chapter 11 Case, and the Debtors, subject to the terms of the Successful Bidder's asset purchase agreement, may seek entry of an order which provides, except with respect to any Assumed Liabilities, all persons and entities, including, but not limited to, all debt security hold-

lers, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation daimants and other creditors, holding lens, claims, encumbrances or interests of any kind or nature whatsoever against or in all or any portion of the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated or subordinately, arising under or out of, in connection with, or in any way relating to the Debtors, the Assets, the operation of the Debtors' business prior to the Closing Date or the transfer of the Assets to the Successful Bidder, that all such persons are forever prohibited and permanently enjoined from (1) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any juddical, administrative, arbitral, or other proceeding) to collect or recover any interest; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order with respect to an interest, line act nase as against the Successful Bidder or its designee, any of their respective affiliates or subsidiaries, or any of their respective representatives, or any of their respective property or assets, including the Assets.

8. The Debtors propose that, to be timely and otherwise eligible for consideration by the Bankruptcy Court, objections, if any, to the Sale of the Assets or to entry of the form of Sale Order, whether the Sale(s) be to the Stalking Horse to the current of the Current and amount of any Calmor of the Current of the Current of the Sale objections, or to entry of the Gurent Assets and any of the Current of the Sale objections, or to entry of the Current of the

under the tabl abeled "Sale Documents."
Dated: April 28, 2023, Wilmington, Delaware, /s/ Chantelle D. McClamb.
Chantelle D. McClamb (No. 5978), GIBBONS P.C., 300 Delaware Avenue,
Suite 1015, Wilmington, Delaware 19801, Telephone: (302) 518-6300,
E-mail: Cmcclamb@gibbonslaw.com -and- Robert K. Malone (pro hac
vire). Kvle P. McKvilliv (pro hac vice), GIBBONS P.C., One Gateway Center, E-mail: cmcclamb@gibbonslaw.com -and- Robert K. Malone (pro hac vice), kyle P. McVvilly (pro hac vice), GBBONS P.C., One Gateway Center, Neward, New Jersey O'102. Jelephone: (973) 596-6400. E-mail: Timalone@gibbonslaw.com, kmcevilly@gibbsonlaw.com -and- Alison D. Bauer (pro hac vice), Jiun-Wen Bob Teoh (pro hac vice), FOLEY HOAG LLP, 1301 Avenue of the Americas, 25° Hoo, New York, New York 1001); Jielephone: (212) 812-0400, Email: abauer@foleyhoag.com, jiech@foleyhoag.com -and- Euripides Dalmanieras (pro hac vice), Christian Garcia (pro hac vice), Jasmine Brown (pro hac vice), FOLEY HOAG LLP, 155 Seaport Boulevard, Boston, Massachusetts 02210, Telephone: (617) 832-1000, Email: edalmanie@foleyhoag.com, garcia@foleyhoag.com, proposed Attorneys for Debtors Pear Therapeutics, Inc. and Pear Therapeutics (US), Inc.

The Debtors in these chapter 11 cases, along with the last four digits. The Debtors in these chapter 11 cases, along with the last four digits

of each Debtor's federal tax identification number are: Pear Therapeutics Inc. (3092) and Pear Therapeutics (US), Inc. (7074). The Debtors' corporate headquarters are located at 200 State Street, 13th FL, Boston, MA 02109. This notice is subject to the full terms and conditions of the Bid Procedures Motion, the Bid Procedures and the Bid Procedures Order (each as defined below). The Bid Procedures Order shall control in the event of any conflict. The Debtors encourage parties in interest to review such documents in their entirety and consult an attorney if they have questions

Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Bid Procedures Order and/or the Bid Procedures Motion

and unexpected behaviors.

These systems can generate untruthful, biased and otherwise toxic information. Systems like GPT-4 get facts wrong and make up information, a phenomenon

Companies are working on these problems. But experts like Dr. Bengio worry that as researchers make these systems

Disinformation

sions.

"There is no guarantee that

Searchtern made these systems of the property of the property

Exhibit B









Affidavit of Publication

We hereby certify that the Half Page Ad was inserted into The Atlanta Journal Constitution on Monday 5/8/2023.

Sworn to and subscribed before me this

day of May

2023

ELIZABETH BAKOS NOTARY PUBLIC

DEKALB COUNTY State of Georgia

My Comm. Expires February 28, 2025

Commission Expires

METRO

ATLANTA SHOOTINGS

2 girls, 1 man hit by gunfire at apartments

12-year-old girl shot; 2 others hurt in a separate incident.

By David Aaro

david.aaro@ajc.com

Two young girls were struck by gunfire within hours of each other at separate south Atlanta apartment complexes, one of which has been the site of several other shootings, authorities said.

On Saturday, Atlanta police responded to the **Hidden Creste Apartments** on Stone Road around 6:20 p.m. for a person-shot call. Officers were told a 12-yearold girl was shot in the leg and taken to a hospital in stable condition. She was not publicly identified.

According to investigators, the girl was outside her apartment with a group of people when someone accidentally fired a weapon, striking her.

The suspect left before officers arrived and remains

The complex is a short distance from Stone Hogan Park and the North Camp Creek Parkway Nature Preserve.

"Investigators are gathering information on the incimine the identity of the shooter," police said.

Less than nine hours later, about 2:50 a.m., officers were dispatched to The Villages at Carver apartments along Moury Avenue for another person-shot call.

After finding evidence of a shooting there but no victims, police said, officers were told that a 16-year-old girl and 20-year-old man had been taken to a hospital.

The girl was found to have suffered a gunshot wound to her arm, while the man was shot in the arm and leg, authorities said.

They were not publicly identified.

"The preliminary investigation indicates there was a gathering at the location and at some point, shots were fired and the victims were struck," police added.

According to authorities, several buildings were struck by gunfire and shell casings littered the scene. A motive for the shooting is unclear and no information was provided by police about possible suspects.

The Villages at Carver is among 275 of the metro area's persistently dangerous complexes, according to the

dent and working to deter- AJC's "Dangerous Dwellings" investigation that looked into serious crimes, lax maintenance and other hazards in Atlanta neighborhoods.

A person was critically wounded in a January shooting at the complex and in 2022, at least four people were fatally struck by gunfire there, according to the investigation.

In December, Darshae Barnes Jr. was arrested in the shooting deaths of 17-yearold JaMarquez McCrary and 18-year-old Nyriek Olds at the Moury Avenue apartments.

The two teens were found in a breezeway at an apartment building June 19 with gunshot wounds to their chests, according to a police report.

They were both pronounced dead at the scene. About three months earlier, a 16-year-old boy was fatally shot at The Villages at Carver after neighbors reported hearing several rounds of gunfire, police

In January 2022, police said 30-year-old Oumar Mbodj died in the hospital after being shot at the apartment complex.

The shooting on Sunday remains under investigation.

Officer Jacob King drives in his unmarked black Ford Explorer to a follow-up visit with a Cobb County resident who was assisted by his PATH unit during a mental health crisis. MADGIE ROBINSON/FRESH TAKE GEORGIA

PATH

continued from A9

but oftentimes that is what we do, Kim Jones, executive director of the National Association of Mental Illness, said.

At the Cobb County jail, 65 percent of those currently behind bars have been diagnosed with a mental health disorder, according to the Cobb County Sheriff's Office. Nationwide, 37 percent of people in state and federal prisons and 44 percent in local jails have a mental ill-

"Many times, people who are in a mental health crisis call 911 and we would not send the police or anybody else if they were having diabetes or insulin attack, Jones said. "We need to treat mental health as a medical condition just like physical

Cobb County Superior Court Judge Ann Harris recognizes the impact co-responder programs can have on the community. She said a co-response team could communicate with the prosecutor and defense attorney through police reports if a person suffers from a mental illness, which can lead to sentencing that includes treatment and inform the local jail.

"Jails are limited in what they can do," Harris said. "You want to get the individual stabilized and treated so that's where the co-responder units can be so helpful."

Officials said a significant number of mental health cases have been linked to substance use disorders. The reality is, they said, many people who struggle with mental health disorders typically use alcohol or drugs to cope.

"When I talk about stabilizing its two components: you want to stabilize and treat their mental illness, but then you've also got to get them away from the substance use," Harris said. "I can't explain how critical that link is between mental illness and substance use disorder and it typically just creates a vicious downward spiral for these folks."

The new approach could also reduce officer-involved shootings of people with mental illness.

Since 2015, 21 percent of individuals fatally shot by police had mental health diagnoses, according to a Washington Post database. Of the 317 individuals killed by officers in Georgia, 56 had mental illnesses.

In 2021, Matthew Zadok Williams was fatally shot in his townhome by DeKalb County police officers. The dispute happened after a woman called 911 and reported a man had pulled a knife on her. After police arrived, Williams, 41, appeared to have charged at one of the officers with a knife and then fled to his home, news reports indicate.

The officers repeatedly called for Williams to step outside and put the knife down before one of them shot into his home killing him. In February 2023, Zadok's family filed a federal lawsuit against DeKalb County that stated Williams was suffering from a mental health crisis during the police encounter.

Last year, 32-year-old Matthew Deese was shot and killed by police after two hours of crisis negotiation. Police responded to a call about a man suspected of a hit-and-run and threatening to commit suicide. Deese pointed his gun at two Houston County Sheriff officers who in turn fired four times killing Deese. Deese's wife told officers he had a drinking problem and needed help.

King said when responding to a mental health crisis, he and Dames must be very patient and model the behavior they want the person to exhibit.

King recalled responding to an incident last year, when a man had threatened his father and paced around his house with a kitchen knife in hand, according to initial reports. He later told them he had the knife because he was previously making a sandwich.

On the scene, King carried a less lethal shotgun in case the situation escalated. But when King learned the man no longer had the knife in his hand King put the weapon away in response.

It was not primarily conversation that de-escalated the tense situation. King and Dames had met with him multiple times before. The connection they built with the man before the encounter calmed him down and he did not need to be hospitalized.

"Getting to know these individuals and getting them to understand that they need to make better decisions – that's the critical aspect," King said.

The team predicts every jurisdiction will have co-responder programs in the next 10 to 15 years. Even with some hesitancy towards the nontraditional form of policing, they said, their unit or other units will be the model for Georgia in the future.

"This isn't going to fix or cure mental illness and it's not going to put an end to mental health crises," King said. "But it's a much more effective way of doing things."

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION

In re: IEH AUTO PARTS Chapter 11 HOLDING LLC, et al., 1 Case No. 23-90054 (CML) Debtors.) (Jointly Administered)

NOTICE OF COMBINED HEARING TO CONSIDER FINAL APPROVAL OF FIRST AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN OF LIQUIDATION FILED BY DEBTORS AND RELATED VOTING **AND OBJECTION DEADLINES**

On May 2, 2023, the United States Bankruptcy Court for the Southern District of Texas (the "Court") entered an order [Docket No. 474] (the "<u>Conditional Approval Order</u>"): (a) authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors") to solicit votes on the First Amended Combined Disclosure Statement and Joint Plan of Liquidation of IEH Auto Parts Holding LLC and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 474, Ex. 1] (as may be amended supplemented, or modified from time to time and including all exhibits and supplements thereto, the "Plan" or "Disclosure Statement" or "Plan" and Disclosure Statement," as applicable);2 (b) conditionally approving the Disclosure Statement as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation and documents to be included in the solicitation packages; (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan (these 'Solicitation and Voting Procedures") and for filing objections to the Plan nd (e) scheduling certain dates with respect thereto

The Combined Hearing. The hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the "<u>Combined Hearing</u>") will commence at 1:00 p.m. (prevailing Central Time) on June 1, 2023, before the Honorable Christopher Lopez, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, 4th floor Courtroom 401, Houston, Texas, 77002. Please be advised that you may participate at the hearing either in person or by an audio or video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Lopez's conference room number is **590153**. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's home page. The meeting code is "JudgeLopez". Click the settings icon in the upper right corner and enter your name under the personal information setting. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open Court or by a notice of adjour ment filed with the Court and served on other

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN
Voting Record Date. The Voting Record date is May 1, 2023, which s the date for determining which Holders of Claims in Class 2 (General Unsecured Claims) are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is 4:00 p.m. (prevailing Central Time) on May 26, 2023 (the "Voting Deadline"). If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan you must: (a) follow the instructions on the Ballot carefully: (b) complete all of the required information on the Ballot; and (c) execute an return your completed Ballot according to and as set forth in detail in the voting instructions on the Ballot so that it is actually received by the Debtors claims, noticing and solicitation agent (the "<u>Claims</u>, <u>Noticing and Solicitation Agent</u>"), Kurtzman Carson Consultants LLC ("<u>KCC</u>"), on or before the Voting Deadline. A failure to follow such instructions may disqualify your vote.

Plan and Disclosure Statement Objection Deadline. The deadline for filing objections to confirmation of the Plan, including with regard to the treatment of Executory Contracts and Unexpired Leases thereunder, and final approval of the adequacy of the Disclosure Statement is 5:00 p.m. (prevailing Central Time) on May 26, 2023 (the "Plan and Disclosure statement Objection Deadline"). Any objection to the relief sought at th Combined Hearing must: (a) be in writing; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; (c) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Court on or before the Plan and Disclosure Statement Objection

Assumption or Rejection of Contracts. The Plan provides that each of the Debtor's Executory Contracts and Unexpired Leases will be deemed rejected as of the Effective Date unless it: (1) has previously been assumed by the Debtors by Final Order of the Bankruptcy Court; (2) is listed on the schedule of Retained Contracts included in the Plan Supplement; or (3) is the subject of a motion to assume or reject pending as of the Effective Date. Claims for rejection damages must be filed in accordance with the provisions of Article V of the Plan.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN ARTICLE VIII.F OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

Please be advised that Article VIII.F of the Plan contains the

following release, exculpation, and injunction provisions:³ RELEASES BY THE DEBTORS (Article VIII.F.3): Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed to be hereby conclusively, absolutely, irrevocably, and forever released by each and all of the Debtors, the Wind-Down Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Wind-Down Debtors, or their Estates, as applicable, whether known or unknown, foresee or unforeseen, matured or unmatured, existing or hereinafter arising in law, equity, contract, tort or otherwise, that the Debtors, the Wind-Down Debtors, or their Estates or Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions of 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 Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Debtors' capital structure management, ownership, or operation thereof, the Sale Transactions the sale and marketing process, the Wind Down, the Chapter 11 Cases, and any successor cases, the formulation, preparation, dissemination DIP Loan Documents, any Sale Transaction, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Sale Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, or the Plan (including, for the avoidance of doubt, the Plan Supplement), the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including any Wind-Down Transactions, issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement or document (including any legal opinion requested by any Entity regarding any transacti contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date or relating to any of the forgoing. In addition to the forgoing, for good an valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each of the Debtors, the Wind-Down Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and Representatives, are hereby deemed to have conclusively, absolutely, irrevocably, and forever released any and all

Avoidance Actions. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article VIII by the Debtors, 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 each release described in this Article VIII is: (1) in exchange for the good and valuable consideration provided by the Released Parties, (2) a good-faith settlement and compromise of such Claims; (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 or Wind-Down Debtors or their respective Estates asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

Notwithstanding anything contained herein to the contrary (except for Article VIII.G, if applicable), the foregoing release does not release (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, (ii) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Wind-Down Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan (iii) any obligations of any party under a Sale Transaction or any document, instrument, or agreement executed to implement a Sale Transaction, (iv) the rights of the Debtors with respect to any confidentiality provisions or covenants restricting competition in favor of the Debtors under any employment agreement with a current or former employee of the Debtors, or (v) the rights of Holders of Allowed Claims or Interests to receive distributions unde the Plan.

For the avoidance of doubt, and notwithstanding anything to the contrary herein, the terms of the Settlement and the 9019 Order are not modified, amended, or affected by the releases under this Article RELEASES BY HOLDERS OF CLAIMS AND INTERESTS OR THIRD

PARTY RELEASES (ARTICLE VIII.F.4): In exchange for good and aluable consideration, the adequacy of which is hereby confirmed, each Released Party is deemed to be hereby conclusively, absolutely, each of the Releasing Parties (including any successor trustee or othe representative in the Chapter 11 Cases and any successor cases), in each case on behalf of themselves and their respective successors, assign: and representatives, and any and all other Entities who may purport to assert any Cause of Action owned by the Releasing Parties, directly or derivatively, by, through, for, or because of the foregoing Entities on behalf of the Releasing Parties, from any and all direct or derivative Claims and Causes of Action asserted on behalf of the Releasing Parties whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise, that the Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on pehalf of the Holder of any Claim against, or Interest in, a Releasing Party or other Entity, or that any Holder of any Claim against, or Interest in, a Releasing Party or other Entity could have asserted on behalf of the Releasing Party, based on or relating to, or in any manner arising

from, in whole or in part, the Debtors (including the capital structure management, ownership, or operation thereof), the asserti enforcement of rights and remedies against the Debtors, the Debtors in- or out-of-court restructuring efforts, any Avoidance Actions intercompany transactions between one or more of the Debtors and one or more of the Debtors or their affiliates, the Chapter 11 Cases and any successor cases, the formulation, preparation, dissemination negotiation, or filing of the Disclosure Statement, the DIP Loan Documents, the Plan (including, for the avoidance of doubt, the Plan Supplement), Wind-Down Transaction, or any Sale Transaction contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreemen contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the DIF Loan Documents, or the Plan, the Plan Supplement, the filing of the Chapter 11 Cases and any successor cases, the pursuit of Confirmation and the Settlement, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan or the distribution of property in a manner consistent with the Settlement, or upon any other act or omission, transaction, agreement, event, or other occurrence related o relating to any of the foregoing taking place on or before, in respect of the foregoing clause (i), the Settlement Effective Date, and, in respect of the foregoing clause (ii), the Plan Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any rights and remedies of any Holder of a Claim solely against any Debtor or its Estate, arising in the ordinary course o business prior to the Petition Date, including an administrative expense claim under section 503(b) of the Bankruptcy Code, to prosecute such Claim against the applicable Debtor and its Estate, and to defend any objection to such Claim; (b) any post-Plan Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan, (c) any ordinary course obligations between the Debtors and Icahn Entities arising o to be performed on or after the Petition Date, including under tha certain Transition Services Agreement dated as of December 31, 2021 (d) the Committee's right to appoint an entity to be charged with the objection, reconciliation, and distribution of the GUC Payment (as defined in the Settlement Term Sheet), or (e) any Claims or Causes of Action arising under the DIP Orders or DIP Facility.
UNDER THE PLAN, "<u>RELEASED PARTIES</u>" MEANS, COLLECTIVELY, AND IN

EACH CASE IN ITS CAPACITY AS SUCH: (A) THE DEBTORS AND THEIR ESTATES; (B) THE ICAHN ENTITIES; (C) THE COMMITTEE, IN ITS CAPACITY AS SUCH; (D) THE MEMBERS OF THE COMMITTEE IN THEIR INDIVIDUAL CAPACITIES, AND (E) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH CLAUSE D); PROVIDED THAT ANY HOLDER OF A CLAIM OR INTEREST THAT (X) VALIDLY OPTS OUT OF THE RELEASES CONTAINED IN THE PLAN. (Y) FILES AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN BY THE OBJECTION DEADLINE, OR (7) TIMELY VOTES TO REJECT THE PLAN SHALL NOT BE A "RELEASED PARTY"

UNDER THE PLAN, "RELEASING PARTIES" MEANS COLLECTIVELY, AND IN EACH CASE IN ITS CAPACITY AS SLICH: (A) THE DERTORS AND THEIR ESTATES (B) THE ICAHN ENTITIES; (C) THE COMMITTEE, IN ITS CAPACITY AS SUCH; (D) THE MEMBERS OF THE COMMITTEE IN THEIR INDIVIDUAL CAPACITIES. (F ALL HOLDERS OF CLAIMS, INTERESTS, AND CAUSES OF ACTION, AND (F) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH CLAUSE (E) FOR WHICH SUCH ENTITY IS LEGALLY ENTITLED TO BIND SUCH RELATED PARTY TO THE RELEASES CONTAINED IN THE PLAN UNDER APPLICABLE LAW; PROVIDED THAT ANY HOLDER OF A CLAIM OR INTEREST THAT (X) VALIDLY OPTS OUT OF THE RELEASES CONTAINED IN THE PLAN, (Y) FILES AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN BY THE PLAN OBJECTION DEADLINE, OF (Z) TIMELY VOTES TO REJECT THE PLAN, SHALL NOT BE A "RELEASING PARTY."

EXCULPATION OF CERTAIN PARTIES (ARTICLE VIII.F.5): Except as expressly provided herein or in the Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party shall be released and exculpated from any and all Claims, Interests obligations, rights, suits, damages, Cause of Action for any claim arising on or after the Petition Date through the Effective Date related to any act or omission in connection with, relating to, or arising out of the Chapter 11 Cases, including the DIP Orders, the Plan (including the Plan Supplement), the Disclosure Statement, the filing of the Chapter 11 Cases, the negotiation, formulation, preparation, dissemination filing or Consummation of any Sale Transaction, contract, instrument release, or other agreement or document created or entered into in connection with the Sale Transaction or the Plan, the pursuit o confirmation, Consummation, administration, and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, the solicitation of votes on the Plan, or upon any other act, or omission, transaction, agreement, event, or other occurrence taking place on or after the Petition Date through the Effective Date related or relating to the foregoing, except for claim: related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence, but in all respect 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 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 solicitation of votes and distribution of consideration pursuant to 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 erning the solicitation of acceptances or rejections of the Plan, or such distributions made pursuant to the Plan.

This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable laws, rules, or regulations protecting such Exculpated Parties from liability. Notwithstanding anything to the contrary in the foregoing the exculpation set forth in the Plan shall not be construed as exculpating any party or Entity from its post-Effective Date obligations under the Plan, any Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

LINDER THE PLAN. "EXCULPATED PARTIES" MEANS, COLLECTIVELY, EACH OF THE FOLLOWING IN THEIR CAPACITY AS SUCH (A) THE DEBTORS AND THEIR ESTATES: (B) THE ICAHN ENTITIES: (C) THE COMMITTEE IN ITS CAPACITY AS SUCH; (D) THE MEMBERS OF THE COMMITTEE IN THEIR INDIVIDUAL CAPACITIES. (E) THE PLAN AGENT. (F) GUC ADMINISTRATOR. AND (G) EACH RELATED PARTY OF EACH ENTITY IN CLAUSE (A) THROUGH CLAUSE (F).

INJUNCTION (ARTICLE VIII.F.6): Except as otherwise expressly provided in this Plan or for Distributions required to be paid o livered pursuant to this Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to this Plan to the maximum extent permitted unde applicable law, permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable the Debtors, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account o or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting, or recovering by any manner or mean any judgment, award, decree, or order against such Entities on accoun of or in connection with or with respect to any such Claims or Interests: (c) creating, perfecting, or enforcing any Lien or 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 Claims o Interests; (d) asserting any right of setoff, subrogation, or recoupmen 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 Claims or Interests unless such Entity has timely asserted such setoff right in a document Filed with the Bankruptc 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 (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connectio with or with respect to any such Claims or Interests satisfied, settled and released pursuant to this Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect Affiliates shall be enioined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim, by accepting, or being eligible to accept, distributions under the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIIIF.6

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. If you would like to access or request electronic or paper copies of the Conditional Approval Procedures, the Plan Supplement, or related documents, such materials are available free of charge by: (a) accessing the Debtors' case website at https://www.kccllc.net/autoplus; (b) writing to IEH Auto Parts Holding LLC Ballot Processing c/o KCC, 222 N Pacific Coast Highway, Suite 300, E Segundo, CA 9024; (c) calling (888) 802-7207 (toll free) or (781) 575-2107 (international); or (d) emailing <u>AutoPlusInfo@kccllc.com</u>. Additionally, the Plan and Disclosure Statement and the Conditional Approval Order (including exhibits) are also available for a fee via PACER at https://ecf.txsb.uscourts gov/ (a PACER account is required)

The Plan Supplement. The Debtors will file the Plan Supplement (as defined in the Plan) on or before May 24, 2023, and will serve notice on parties in interest, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplem

BINDING NATURE OF THE PLAN. IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM IN THE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

Houston, Texas, Dated: May 2, 2023, JACKSON WALKER LLP, Matthew D. Cavenaugh (TX Bar No. 24062656), Veronica A. Polnick (TX Bar No. 24079148), Vienna Anaya (TX Bar No. 24091225), Emily Meraia (TX Bar No. 24129307), 1401 McKinney Street, Suite 1900, Houston, TX 77010, Telephone: (713) 752 4200, Facsimile: (713) 752-4221, Email: mcavenaugh@jw.com, vpolnick@ Debtors in Possession

The Debtor entities in these chapter 11 cases, along with the last fou digits of each Debtor entity's federal tax identification number Auto Parts Holding LLC (6529); AP Acquisition Company Clark LLC (4531) Acquisition Company Gordon LLC (5666); AP Acquisition Compan Massachusetts LLC (7581); AP Acquisition Company Missouri LLC (7840); A Acquisition Company New York LLC (7361); AP Acquisition Company North Carolina LLC (N/A); AP Acquisition Company Washington LLC (2773); Auto Plus Auto Sales LLC (6921); IEH AIM LLC (2233); IEH Auto Parts LLC (2066); IEH Auto Parts Puerto Rico, Inc. (4539); and IEH BA LLC (1428). The Debtor service address is: 112 Townpark Drive NW, Suite 300, Kennesaw, GA 30144. Capitalized terms used but not otherwise defined herein shall have th

meanings ascribed to such terms in the Plan and Disclosure Statement or the Conditional Approval Order, as applicable.

The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the