

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

TOTAL FINANCE INVESTMENT INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-03734 (CAD)

(Jointly Administered)

**NOTICE OF HEARING TO CONSIDER CONFIRMATION
OF THE CHAPTER 11 PLAN PROPOSED BY THE DEBTORS
AND RELATED VOTING AND OBJECTION DEADLINES**

PLEASE TAKE NOTICE that, on April 25, 2019, the United States Bankruptcy Court for the Northern District of Illinois (the “Court”) entered an order [Docket No. 351] (the “Disclosure Statement Order”), (a) approving the *Disclosure Statement for the First Amended Joint Chapter 11 Plan of Reorganization for Total Finance Investment Inc. and its Debtor Affiliates* [Docket No. 349] (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (b) authorizing the debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) to solicit acceptances for the *First Amended Joint Chapter 11 Plan of Reorganization for Total Finance Investment Inc. and its Debtor Affiliates* [Docket No. 348] (as modified, amended, or supplemented from time to time, the “Plan”);² (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **June 12, 2019, at 11:00 a.m., prevailing Central Time**, before the Honorable Carol A. Doyle, United States Bankruptcy Judge, in Room 742 of the Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago Illinois 60604.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Total Finance Investment Inc. (3753); Car Outlet Holding Inc. (8362); Car Outlet AC LLC (2282); Full Service Auto Repair AC LLC (6920); Todo Seguro AC LLC (7099); Todo Seguro Premium Finance AC LLC (3775); and Total Finance AC LLC (1965). The Debtors’ mailing address is 3400 N. Pulaski Rd, Chicago, IL 60641.

² Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Plan, Disclosure Statement, or the *Debtors’ Motion for Entry of an Order (I) Approving (A) the Adequacy of the Disclosure Statement and (B) the Solicitation and Voting Procedures, (II) Scheduling Certain Dates with Respect to Plan Confirmation, and (III) Granting Related Relief* [Docket No. 246], as applicable.



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PLEASE BE ADVISED: THE CONFIRMATION 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 ADJOURNMENT FILED WITH THE COURT AND SERVED ON EACH OF THE ENTITIES ON THE SERVICE LIST.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is **May 2, 2019** (the “Voting Record Date”), which is the date for determining which Holders of Claims and Interests in Classes 1, 2, 3, 7 and 9 are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is on **June 5, 2019, at 4:00 p.m.**, prevailing Central Time (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 carefully; (b) complete **all** of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtors’ solicitation agent (the “Solicitation Agent”), Kurtzman Carlson Consultants LLC (“KCC”), on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

Plan Objection Deadline. The deadline for filing objections to the Plan is **June 5, 2019, at 4:00 p.m.**, prevailing Central Time (the “Plan Objection Deadline”). All other objections to the relief sought at the Confirmation Hearing **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state with particularity the legal and factual basis 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 (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

The Debtors	Counsel to the Debtors
Total Finance Investment Inc. Attn: Kenichiro Hoshika 3400 N. Pulaski Rd Chicago, Illinois 60641	Bojan Guzina Jackson T. Garvey SIDLEY AUSTIN LLP One South Dearborn Street Chicago, Illinois 60603
U.S. Trustee	Counsel to the Official Committee of Unsecured Creditors
Roman L. Sukley OFFICE OF THE UNITED STATES TRUSTEE FOR THE NORTHERN DISTRICT OF ILLINOIS Everett McKinley Dirksen Building 219 South Dearborn Street, Room 873 Chicago, Illinois 60604	Shelly A. DeRousse Devon J. Eggert Elizabeth L. Janczak FREEBORN & PETERS LLP 311 South Wacker Drive, Suite 3000 Chicago, Illinois 60606

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received electronic access to the solicitation materials), please feel free to contact KCC, the Debtors' Solicitation Agent, by: (a) emailing totalfinanceinfo@kccllc.com, (b) calling (866) 967-0496 within the United States or Canada, or +1 (310) 751-2696 if outside of the United States or Canada, (c) visiting the Debtors' restructuring website at <http://www.kccllc.net/totalfinance>, or (d) writing to Total Finance Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Third Floor, El Segundo, California 90245. You may also obtain documents filed in these chapter 11 cases for a fee via PACER at <http://www.ilnd.uscourts.gov>. Please be advised that the Solicitation Agent is authorized to answer any questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

The Plan Supplement. The Debtors will file the Plan Supplement (as defined in the Plan) on or before **May 29, 2019**, and will serve notice on all Holders of Claims and Interests entitled to vote on the Plan, 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 Supplement.

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.

RELEASES, EXCULPATIONS AND INJUNCTIONS

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

Article IX.E of the Plan provides for the following Debtor Release:

Pursuant to section 1123(b) of the Bankruptcy Code, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtors, the Reorganized Debtors, and the Estates, from any and all Causes of Action (including, without limitation, Avoidance Actions), any and all other Claims, Interests, obligations, rights, demands, suits, judgments, damages, debts, remedies, losses and liabilities of any

nature whatsoever (including any derivative claims or Causes of Action asserted or that may be asserted on behalf of the Debtors, the Reorganized Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date (including before the Petition Date) in connection with or related to any or all of the Debtors, their respective assets or properties, the Debtors' restructuring efforts, the Chapter 11 Cases, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of any or all of the Debtors or the Reorganized Debtors, the Restructuring Support Agreement, the DIP Facility, the Prepetition Debt Documents, the Plan, the Disclosure Statement, the Servicing Transfer, any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, including the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any Released Party from Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, or (2) any post-Effective Date obligations of any Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Article IX.F of the Plan provides for the following Third-Party Release:

Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date, each Releasing Party is deemed to expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release, waive, void, extinguish, and discharge each and all of the Released Parties from any and all Claims, Interests, obligations, rights, demands, suits, judgments, Causes of Action, damages, debts, remedies, losses and liabilities of any nature whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors, the Reorganized Debtors, or their Estates, that such Releasing Party 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, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date (including before the Petition Date) in connection with or related to the Debtors, their respective assets and properties, the Debtors' restructuring efforts, the Chapter 11 Cases, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of any or all of the Debtors or the Reorganized Debtors, the Restructuring Support Agreement, the DIP Facility, the Prepetition Debt Documents, the Plan, the Disclosure Statement, the Servicing Transfer, any related agreements, instruments, and other documents created or entered

into before or during the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Article IX.G of the Plan provides for the following Exculpation:

From and after the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting the releases set forth herein, the Exculpated Fiduciaries, and solely to the extent provided by section 1125(e) of the Bankruptcy Code, the Section 1125(e) Parties, are hereby released and exculpated from any claim, obligation, Cause of Action, or liability for (a) any prepetition action taken or omitted to be taken in connection with, or related to, formulating, negotiating, or preparing the Plan, the Restructuring Support Agreement, the Servicing Agreement, or any other documents in furtherance of the Chapter 11 Cases, or (b) any post-petition action taken or omitted to be taken in connection with, or related to, formulating, negotiating, soliciting, preparing, disseminating, confirming, administering, or implementing the Plan (including the Restructuring Support Agreement), the Servicing Transfer, the Newco LLC Agreement, the A&R Financing Documents, the Disclosure Statement, or issuing the New Equity Interests and/or any other Security to be offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other post-petition action taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors; provided, however, that this Article IX.G shall not apply to release (1) obligations under the Plan and the contracts, instruments, releases, agreements, and documents delivered, Reinstated or assumed under the Plan or (2) any Claims or Causes of Action arising out of fraud, willful misconduct or gross negligence as determined by a Final Order.

Article IX.H of the Plan provides the following Injunction:

Except with respect to the obligations arising under the Plan or the Confirmation Order, and except as expressly provided in the Plan or the Confirmation Order, all Entities that held, hold, or may hold Claims or Interests that have been released, discharged, or exculpated pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Reorganized Debtors or Newco, as applicable, or the other Released Parties: (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 Claims or Interests; (2) enforcing, attaching, collecting, 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 Lien or encumbrance of any

kind against such Entities or the property of such Entities on account of or in connection with or with respect to any such 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 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 proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

ALL HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS THAT ARE (1) ENTITLED TO VOTE AND DO NOT OPT-OUT OF THE THIRD-PARTY RELEASE OR (2) NOT ENTITLED TO VOTE AND DO NOT FILE AN OBJECTION WITH THE BANKRUPTCY COURT IN THE CHAPTER 11 CASES THAT EXPRESSLY OBJECTS TO THE INCLUSION OF SUCH HOLDER AS A RELEASING PARTY UNDER ARTICLE IX.F OF THE PLAN, WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE SOLICITATION AGENT.

Dated: May 6, 2019
Chicago, Illinois

SIDLEY AUSTIN LLP

/s/ Bojan Guzina

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ATTORNEYS FOR THE DEBTORS AND DEBTORS
IN POSSESSION