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9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **LOS ANGELES DIVISION**
12

13
14 AIRPORT VAN RENTAL, INC., et al.,¹
15 Debtors and Debtors in
16 Possession.

Case No. 2:20-bk-20876-BB

Chapter 11 (Jointly Administered)

**NOTICE OF PROPOSED ASSUMPTION
OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, AND DEADLINE
FOR OBJECTING TO CONFIRMATION
OF PLAN AND ASSERTING ALLEGED
CURE AMOUNTS**

- 17 Affects all Debtors
18 Affects the following Debtor(s):
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27 ¹ Pursuant to an order of the Court, this case is being jointly administered with a case filed by AVR Vanpool, Inc.,
28 a California corporation, case no. 2:20-bk-20883-BB. The case also was jointly administered with the following three
cases that have been dismissed: Airport Van Rental, Inc., a Georgia corporation, case no. 2:20-bk-20877-BB; Airport
Van Rental, Inc., a Nevada corporation, case no. 2:20-bk-20878-BB; and Airport Van Rental, LLP, a Texas limited
liability partnership, case no. 2:20-bk-20882-BB.

1 **PLEASE TAKE NOTICE** that on May 24, 2022, Airport Van Rental, Inc., a California
2 corporation, and AVR Vanpool, Inc., a California corporation (collectively the “**Debtors**”) filed a
3 *First Amended Chapter 11 Plan of Reorganization Dated May 24, 2022* (the “**Plan**”) (*docket no.*
4 *912*), and their accompanying *Disclosure Statement for First Amended Chapter 11 Plan of*
5 *Reorganization Dated May 24, 2022* (the “**Disclosure Statement**”) (*docket no. 913*).

6 **PLEASE TAKE FURTHER NOTICE** that on May 27, 2022, the Court entered an order
7 approving the Disclosure Statement (the “**Disclosure Statement Order**”) (*docket no. 924*). The
8 Disclosure Statement Order authorizes the Debtors to solicit votes to accept or reject the Plan and
9 establishes procedures relating thereto (the “**Solicitation Procedures**”).

10 **PLEASE TAKE FURTHER NOTICE** that the hearing to consider confirmation of the
11 Plan (the “**Confirmation Hearing**”) will commence at **August 24, 2022, at 10:00 a.m.**
12 **(prevailing Pacific time)** before the Honorable Sheri Bluebond, United States Bankruptcy Judge,
13 in the United States Bankruptcy Court for the Central District of California, located in Courtroom
14 1539, 255 East Temple Street, Los Angeles, California. The Confirmation Hearing may be
15 continued from time to time by the Debtors or the Court without further notice other than by
16 announcement in open court or by a notice of continuance filed with the Court and served on such
17 parties as the Court may order. Moreover, the Plan may be modified or amended, if necessary,
18 pursuant to section 1127 of the Bankruptcy Code, prior to, during, or as a result of the
19 Confirmation Hearing without further notice to parties in interest.

20 **PLEASE TAKE FURTHER NOTICE** that you are receiving this notice because the
21 Debtors’ records reflect that you are a counterparty to an executory contract or unexpired lease to
22 be assumed under the Plan. You are advised to review carefully the information contained in this
23 notice and the related provisions of the Plan.

24 Section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide
25 adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired
26 leases at the time of assumption. The Debtors believe they are current on their obligations under all
27 executory contracts and unexpired leases to be assumed under the Plan. Accordingly, the Debtors
28 believe that the amount needed to cure any defaults is zero.

1 In the event of a dispute regarding the amount needed to cure defaults (if any), payment of
2 the cure amount will be made following entry of a final order resolving the dispute and approving
3 the assumption. **Any objection to the assumption of an executory contract or unexpired lease**
4 **under the Plan must be filed and served on the Debtors by no later than the Plan Objection**
5 **Deadline (defined below). Any counterparty to an executory contract or unexpired lease that**
6 **fails to timely object to the proposed assumption of its contract or lease will be deemed to**
7 **have consented to such assumption and to the applicable cure amount.**

8 **PLEASE TAKE FURTHER NOTICE** that the deadline for filing objections to
9 confirmation of the Plan is **August 3, 2022** (the "**Plan Objection Deadline**"). **Objections to**
10 **Confirmation of the Plan not timely filed and served in the manner set forth herein may not**
11 **be considered by the Bankruptcy Court and may be overruled without further notice.**

12 Any objection to confirmation of the Plan must: (1) be in writing; (2) conform to the
13 Federal Rules of Bankruptcy Procedure and the Bankruptcy Court's Local Bankruptcy Rules;
14 (3) state the name and address of the objecting party and the amount and nature of the Claim of
15 such entity; (4) state with particularity the basis and nature of the party's objection to the Plan; and
16 (5) be filed with the Bankruptcy Court on or before the Plan Objection Deadline. If the objection is
17 not filed electronically, a copy of the objection must be served on the following by electronic mail,
18 or any other manner, so it is received by them no later than the Plan Objection Deadline:

19 *Attorney for the Debtors*

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Office of the United States Trustee
ATTN: Eryk R. Escobar (*eryk.r.escobar@usdoj.gov*)
915 Wilshire Blvd., Suite 1850
Los Angeles, California 90017

1 Any party seeking to offer evidence at the Confirmation Hearing shall present testimony of
2 all witnesses through declarations under penalty of perjury and admissible under the Federal Rules
3 of Evidence. Declarations offered by any party objecting to confirmation of the Plan shall be filed
4 and served on or before the Plan Objection Deadline (**August 3, 2022**). Replies to any objections,
5 and evidentiary objections to the declarations filed by objecting parties, shall be filed and served on
6 or before **August 17, 2022**. **Evidence that is not timely filed will be stricken from the record**
7 **and will not be considered in determining contested matters that may arise at the**
8 **Confirmation Hearing.**

9 **PLEASE TAKE FURTHER NOTICE** that any party to an executory contract or
10 **unexpired lease that fails to timely object to the assumption of such executory contract or**
11 **unexpired lease or the Debtors' assertion that the amount needed to cure any defaults is zero,**
12 **shall be forever barred, estopped, and enjoined from disputing that the amount required to**
13 **cure defaults (if any) is greater than zero and/or from asserting any claim against the Debtors**
14 **or the Reorganized Debtors arising under section 365(b)(1) of the Bankruptcy Code.**

15 **Assumption of any executory contract or unexpired lease pursuant to the Plan or**
16 **otherwise, and payment of the applicable cure claim in accordance with the procedures set**
17 **forth in Section X of the Plan, will result in the full release and satisfaction of any claims or**
18 **defaults, whether monetary or non-monetary, including defaults of provisions restricting the**
19 **change in control or ownership interest composition or other bankruptcy-related defaults,**
20 **arising under any assumed executory contract or unexpired lease at any time before the date**
21 **that the Debtors assume such executory contract or unexpired lease; *provided, however,* that**
22 **the Debtors or the Reorganized Debtors, as applicable, will remain obligated to pay any**
23 **accrued but unbilled amounts under any such assumed executory contract or unexpired lease**
24 **to the extent that such unbilled amounts were not due to be billed prior to the date of**
25 **assumption. Any proofs of claims filed with respect to an executory contract or unexpired**
26 **lease that has been assumed shall be deemed disallowed and expunged, without further notice**
27 **to or action, order, or approval of the Court upon payment of the applicable cure amount.**
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1 **PLEASE TAKE FURTHER NOTICE** that copies of the Solicitation Package (except
2 Ballots) are available free of charge at <https://cases.omniagentsolutions.com/home?clientId=3595>.
3 You may also obtain copies of any pleadings filed in these Chapter 11 cases for a fee via the
4 Court’s CM/ECF system at <https://ecf.cacb.uscourts.gov>.

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6 DATED: June 7, 2022

DANNING, GILL, ISRAEL & KRASNOFF, LLP

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8 By: /s/ John N. Tedford, IV
9 JOHN N. TEDFORD, IV
10 Attorneys for Airport Van Rental, Inc. and AVR
11 Vanpool, Inc., Debtors and Debtors in Possession
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