

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

In re:

GAL LIQUIDATING CORP., *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12100 (LSS)

(Jointly Administered)

Objection Deadline: October 4, 2019 at 4:00 p.m. (ET)

**PLAN ADMINISTRATOR'S SECOND NOTICE OF SATISFACTION OF
CERTAIN FULLY SATISFIED CLAIMS**

**PARTIES RECEIVING THIS NOTICE SHOULD LOCATE THEIR
NAMES AND THEIR FULLY SATISFIED CLAIM IDENTIFIED ON
EXHIBIT A ATTACHED HERETO**

PLEASE TAKE NOTICE that Province, Inc. (the “Plan Administrator”), the plan administrator appointed in these cases (the “Cases”) pursuant to the above-captioned debtors’ (the “Debtors”) confirmed *Joint Chapter 11 Plan of GST AutoLeather, Inc. and Its Debtor Affiliates* [Docket No. 736-1] (the “Plan”),² on behalf of the Post-Effective Date Debtors, by and through its undersigned counsel, hereby files this notice (the “Notice”) identifying certain claims (the “Fully Satisfied Claims”) filed against the Debtors’ estates that have been satisfied in full by, among other things, the assumption and assignment of certain contracts and the payment of the cure amount, if any. A list of the Fully Satisfied Claims is attached hereto as **Exhibit A**. In support of this Notice, the Plan Administrator respectfully represents as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: GAL Liquidating Corp. (f/k/a GST AutoLeather, Inc.) (5289); GST AutoLeather Cayman I Ltd. (n/a); GST AutoLeather Cayman II Ltd. (n/a); GAL HoldCo Liquidating Corp. (f/k/a GST AutoLeather HoldCo Corp.) (4266); GAL Innovations Liquidating LLC (f/k/a GST Innovations, LLC) (5563); and Strategic Financial LLC (n/a). The location of the Debtors’ service address is: 20 Oak Hollow Drive, Suite 300, Southfield, Michigan 48033.

² All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

BACKGROUND

1. On October 3, 2017 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.
2. On February 14, 2018, the Bankruptcy Court entered an order approving the sale of substantially all of the Debtors’ assets to GST Lender Acquisition Corp. (the “Buyer”) [Docket No. 485] (the “Sale Order”).
3. On February 16, 2018, the Debtors filed the Plan and related Disclosure Statement [Docket Nos. 574 and 575].
4. On April 25, 2018, the Court entered an *Order Granting Final Approval of Disclosure Statement and Confirming Debtors’ Joint Chapter 11 Plan* [Docket No. 736]. The Effective Date, as defined in the Plan, occurred on May 22, 2018.

DEBTORS’ SCHEDULES

5. On December 4, 2017, each of the Debtors filed its respective *Schedules of Assets and Liabilities* and *Statement of Financial Affairs* [Docket Nos. 317-328, 331] (collectively, the “Schedules”).

PROOFS OF CLAIM AND BAR DATES

6. On December 18, 2017, the Court entered the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9), (II) Setting a Bar Date for the Filing of Proofs of Claim by Governmental Units, (III) Setting a Bar Date for the Filing of Requests for Allowance of Administrative Expense Claims, (IV) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (V) Approving the Form of and Manner for Filing Proofs of Claim, (VI) Approving Notice of Bar Dates, and (VII) Granting Related Relief* [Docket No. 355] (the “Bar Date Order”), establishing January 23, 2018 at 5:00

p.m. (ET) (the “General Bar Date”) as the last date for all creditors holding a “claim” (as such term is defined in section 101(5) of the Bankruptcy Code) against the Debtors (collectively, the “Claimants”) to file and serve a written proof of claim for payment of any such claim.³

7. The Bar Date Order also established January 23, 2018 at 5:00 p.m. (ET) as the last day to file Administrative Claims that arose (or, only in the case of unexpired leases of real or personal property, accrued) on or before December 20, 2017.

8. In accordance with the Bar Date Order, Epiq Bankruptcy Solutions, LLC (“Epiq”), the Debtors’ Court-appointed claims and noticing agent, mailed the *Notice of Deadlines for the Filing of (I) Proofs of Claim, Including Requests for Payment Pursuant to Section 503(b)(9) of the Bankruptcy Code, (II) Administrative Claims, and (III) Rejection Damages Claims* [Docket Nos. 367 and 375] (the “Bar Date Notice”) and proof of claim forms to all of the Debtors’ creditors and other known parties in interest as of the Petition Date.

9. On May 22, 2018, the Debtors filed a *Notice of (I) Entry of Confirmation Order, (II) Occurrence of Effective Date, and (III) Deadlines for Filing Rejection, Administrative, and Professional Fee Claims* [Docket No. 796], establishing June 21, 2018 (the “Administrative Claims Bar Date”) as the deadline to file requests for payment of Administrative Claims.

CLAIMS SATISFIED AFTER THE PETITION DATE

10. The Plan Administrator has reviewed the Debtors’ books and records, the filings in these Cases, the proceedings related to the assumption and assignment of contracts to the Buyer and the related payment of set cure amounts, if any, and has determined that the Fully Satisfied Claims listed on **Exhibit A** have been satisfied in full by, among other things, the

³ To comply with section 502(b)(9) of the Bankruptcy Code, the bar date for all “governmental units” (as such term is defined in section 101(27) of the Bankruptcy Code) was fixed as April 2, 2018 at 5:00 p.m. (prevailing Eastern Time).

assumption and assignment of certain contracts and the payment of the cure amount, if any, as described in further detail on Exhibit A.

11. Accordingly, the Plain Administrator intends to have Epiq designate on the claims register in these Cases that the Fully Satisfied Claims have been previously satisfied as provided for herein and on Exhibit A attached hereto. Although not required under the Plan, out of an abundance of caution, the Plan Administrator is serving this Notice on all parties holding the Fully Satisfied Claims and providing such parties with an opportunity to object to the Plain Administrator's position that such amounts have been satisfied in full.

12. **ANY PARTY DISPUTING THE PLAN ADMINISTRATOR'S POSITION THAT A PARTICULAR FULLY SATISFIED CLAIM HAS BEEN SATISFIED AS PROVIDED FOR HEREIN AND ON EXHIBIT A ATTACHED HERETO MUST FILE A WRITTEN RESPONSE WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 3RD FLOOR, WILMINGTON, DELAWARE 19801 ON OR BEFORE OCTOBER 4, 2019 AT 4:00 P.M. (ET), AND SERVE SUCH RESPONSE ON THE UNDERSIGNED COUNSEL TO THE PLAN ADMINISTRATOR.**

13. The Plan Administrator will then make a reasonable effort to review the Fully Satisfied Claim with the claimant to determine whether any asserted amounts were, in fact, not satisfied. In the event that the parties are unable to reach a resolution, the Plan Administrator anticipates that a hearing will be held on the matter at a date and time to be determined by the Plan Administrator, in its discretion, subject to the Court's availability.

14. Questions concerning this Notice should be directed to the undersigned counsel for the Plan Administrator, to the attention of Aaron H. Stulman, Esq. Claimants should not contact the Clerk of the Court to discuss the merits of their Fully Satisfied Claims or this Notice.

RESERVATION OF RIGHTS

15. The Plan Administrator reserves any and all rights to amend, supplement, or otherwise modify this Notice and the Schedules and to file additional notices of this nature and objections to claims with respect to any and all claims filed and amounts scheduled in these Cases. The Plan Administrator also reserves any and all rights, claims, and defenses with respect to any and all of the Fully Satisfied Claims, and nothing included in or omitted from this Notice is intended or should be construed as (i) an admission as to the validity of any claim, (ii) a waiver of the Plan Administrator's rights to dispute any claim on any grounds, (iii) a promise or requirement to pay any claim, (iv) an implication or admission that any claim is of a type referenced or defined herein or therein, (v) a waiver or limitation of any of the Plan Administrator's rights under the Bankruptcy Code or applicable law, or (vi) a waiver of any party's rights to assert that any other party is in breach or default of any agreement.

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Dated: September 20, 2019
Wilmington, Delaware

Respectfully submitted,

/s/ Aaron H. Stulman

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Counsel to the Plan Administrator

EXHIBIT A

(Fully Satisfied Claims)

Notice of Satisfaction

	Name	Claim or Schedule Number	Priority Status	Claim Amount	Amount Due	Description
1	ACAR LEASING LTD <u>d/b/a GM Financial Leasing</u>	10	General Unsecured	\$17,386.66	\$0.00	Contract was assumed and assigned and amount is not estate liability and creditor failed to object to zero dollar cure amount, which was set by D.I. 547 and was subsequently ordered per D.I. 564, order approving the successful bidder's APA and authorizing the sale of assets.
2	ADIENT US LLC, ON BEHALF OF ITSELF, ITS	124	Administrative, Secured, General Unsecured	\$1,000.00 Administrative, Unliquidated Secured, \$113,506.00 General Unsecured	\$0.00	Contract was assumed and assigned and amount is not estate liability. Additionally, a side letter agreement entered into between the claimant and the purchaser released any and all claims against the debtors.
3	ADIENT US LLC, ON BEHALF OF ITSELF, ITS	139	Secured	\$575,000.00	\$0.00	Contract was assumed and assigned and amount is not estate liability. Additionally, a side letter agreement entered into between the claimant and the purchaser released any and all claims against the debtors.
4	EVOQUA WATER TECHNOLOGIEC LLC	10000	General Unsecured	\$1,467.45	\$0.00	Contract was assumed and assigned and amount is not estate liability and creditor failed to object to zero dollar cure amount, which was set by D.I. 547 and was subsequently ordered per D.I. 564, order approving the successful bidder's APA and authorizing the sale of assets.
5	IBM CREDIT LLC	12	General Unsecured	\$70,429.59	\$0.00	IBM Contract Rapid Finance Agreement No. 018625 cure amount of \$4008.10 set by D.I. 547 was paid via wire on 6/7/2018. IBM Software Subscription Agreement dated 5/16/2016 cure amount of zero set by D.I. 547 and was subsequently ordered per D.I. 564, order approving the successful bidder's APA and authorizing the sale of assets.
6	MAGNA SEATING OF AMERICA INC., ON BEHALF	109	Administrative, Unliquidated Secured	\$1,000.00 Administrative, Unliquidated Secured,	\$0.00	Contract was assumed and assigned and amount is not estate liability. Additionally, a side letter agreement entered into between the claimant and the purchaser released any and all claims against the debtors.
7	SIRIUS COMPUTER SOLUTIONS, INC	10001	General Unsecured	\$8,831.50	\$0.00	Contract was assumed and assigned and amount is not estate liability and creditor failed to object to \$822.66 cure amount, which was set by D.I. 547 and was subsequently ordered per D.I. 564, order approving the successful bidder's APA and authorizing the sale of assets. Claim was paid on 6/7/2018 via ACH for \$822.66.
8	TECHNOTRIM SALTILLO	123	Administrative, Unliquidated Secured	\$1,000.00 Administrative, Unliquidated Secured,	\$0.00	Contract was assumed and assigned and amount is not estate liability. Additionally, a side letter agreement entered into between the claimant and the purchaser released any and all claims against the debtors.
9	TOYOTA BOSHOKU AMERICA, INC.	121	General Unsecured	\$8,161.20	\$0.00	Contract was assumed and assigned and amount is not estate liability. Additionally, a side letter agreement entered into between the claimant and the purchaser released any and all claims against the debtors.
10	TOYOTA MOTOR ENGINEERING & MANUFACTURING	10035	General Unsecured	\$139,389.80	\$0.00	Contract was assumed and assigned and amount is not estate liability. Additionally, a side letter agreement entered into between the claimant and the purchaser released any and all claims against the debtors.
11	TOYOTA MOTOR ENGINEERING & MANUFACTURING	10046	Administrative Unliquidated	Administrative Unliquidated	\$0.00	Contract was assumed and assigned and amount is not estate liability. Additionally, a side letter agreement entered into between the claimant and the purchaser released any and all claims against the debtors.

12	TS TECH AMERICAS, INC.	125	General Unsecured	Unliquidated	\$0.00	Contract was assumed and assigned and amount is not estate liability and creditor failed to object to zero dollar cure amount, which was set by D.I. 547 and was subsequently ordered per D.I. 564, order approving the successful bidder's APA and authorizing the sale of assets.
13	VOLKSWAGEN GROUP OF AMERICA CHATTANOOGA	99	Administrative Unliquidated, General Unsecured Unliquidated	Administrative Unliquidated, General Unsecured Unliquidated	\$0.00	Contract was assumed and assigned and amount is not estate liability. Additionally, a side letter agreement entered into between the claimant and the purchaser released any and all claims against the debtors.
14	YANFENG GLOBAL AUTOMOTIVE INTERIOR	119	Administrative, Secured, General Unsecured	\$1,000.00 Administrative, Unliquidated Secured, \$50,000.00 General Unsecured	\$0.00	Contract was assumed and assigned and amount is not estate liability. Additionally, a side letter agreement entered into between the claimant and the purchaser released any and all claims against the debtors.