

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON**

IN RE:  
  
ASTRIA HEALTH, et al.  
  
Debtors and Debtors in Possession.

Lead Case No. 19-01189-11  
Jointly Administered

**CERTIFICATE OF PUBLICATION OF THE NOTICE OF (I) APPROVAL OF THE DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING ON THE PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF THE PLAN, AND (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN IN YAKIMA HERALD-REPUBLIC, INC.**

<sup>1</sup> The Debtors, along with their case numbers, are as follows: Astria Health (19-01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHC Holdco, LLC (19-01196-11), SHC Medical Center-Toppenish (19-01190-11), SHC Medical Center-Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).



**Affidavit of Publication**

STATE OF WASHINGTON )

COUNTY OF YAKIMA )

Jackie Chapman, being first duly sworn on oath deposes and says that she/he is the Accounting clerk of Yakima Herald-Republic, Inc., a daily newspaper. Said newspaper is a legal newspaper approved by the Superior Court of the State of Washington for Yakima County under an order made and entered on the 13<sup>th</sup> day of February, 1968, and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continually as a daily newspaper in Yakima, Yakima County, Washington. Said newspaper is now and has been during all of said time printed in an office maintained at the aforesaid place of publication of said newspaper.

That the annexed is a true copy of a:  
HONORABLE WHITMAN L. HOLT JAMES L. DAY (

It was published in regular issues (and not in supplement form) of said newspaper once each day and for a period of 1 time, the first being on 11/17/2020 and the last insertion being on 11/17/2020

and the such newspaper was regularly distributed to its subscribers during all of the said period.

Jackie Chapman  
Accounting Clerk



Sworn to before me this 17th day of November 2020

Lisa M. Driggs

Notary Public in and for the  
State of Washington,  
residing at Yakima

**Public Legal Notices**

**Public Legal Notices**

**Public Legal Notices**

**Public Legal Notices**

**Public Legal Notices**

**Classic & Collector**

HONORABLE WHITMAN L. HOLT  
 JAMES L. DAY (WSBA #20474), BUSH KORNFELD LLP, 601 Union Street, Suite 5000, Seattle, WA 98101, Tel: (206) 521-3858, Email: jday@bksd.com and -SAMUEL R. MAIZEL (Admitted Pro Hac Vice), DENTONS US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017-5704, Tel: (213) 623-9300, Fax: (213) 623-9924, Email: samuel.maizel@dentons.com and -SAM J. ALBERTS (WSBA #22255), DENTONS US LLP, 1900 N. Street, NW, Washington, DC 20006, Tel: (202) 496-7500, Fax: (202) 496-7756, Email: sam.alberts@dentons.com, Attorneys for the Chapter 11 Debtors and Debtors in Possession

MARK D. NORTHRUP (WSBA #16947), MILLER NASH GRAHAM & DUNN LLP, 2801 Alaskan Way, Suite 300, Seattle, Washington 98121-1128, Tel: (206) 624-8300, Email: mark.northrup@millerdash.com and -WILLIAM KANDEL (Admitted Pro Hac Vice), JAN A. HAMMEL (Admitted Pro Hac Vice), MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO P.C., One Financial Center, Boston, Massachusetts 02111, Tel: (617) 542-6000, Email: wkandel@mintz.com, Email: jahammel@mintz.com, Email: trnckoon@mintz.com, Attorneys for the Lapis Parties

UNITED STATES BANKRUPTCY COURT, EASTERN DISTRICT OF WASHINGTON  
 In re: Chapter 11  
 ASTRIA HEALTH, et al., Debtor(s) and Debtors in Possession, Lead Case No. 19-01189-11  
 Jointly Administrated

**NOTICE OF (I) APPROVAL OF THE DISCLOSURE STATEMENT, (II) DEADLINE FOR VOTING ON THE PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF THE PLAN, AND (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

**APPROVAL OF DISCLOSURE STATEMENT**  
 1. By Order dated November 12, 2020 (Docket No. 1991) ("the Disclosure Statement Order"), the United States Bankruptcy Court for the Eastern District of Washington (the "Bankruptcy Court") (a) approved the Disclosure Statement Relating to the Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and its Debtor Affiliates (Docket No. 1987) (including all exhibits thereto and as amended, modified, or supplemented from time to time, the "Disclosure Statement") filed by Astria Health ("Astria") and the above-referenced affiliated debtors, the debtors and debtors in possession in the above-captioned chapter 11 bankruptcy cases (each a "Debtor" and, collectively, the "Debtors") and the Lapis Parties (together with the Debtors, the "Plan Proponents"), as containing adequate information within the meaning of § 1125 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") and (b) authorized the Plan Proponents to solicit votes to accept or reject the Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and its Debtor Affiliates (Docket No. 1986) (including all exhibits thereto, as amended, modified, or supplemented from time to time, the "Plan"). All capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

**RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS CONTAINED IN PLAN**

2. SECTION VII OF THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION AND EXCULPATION PROVISIONS THEREIN, AS YOUR RIGHTS MAY BE AFFECTED.

**Sections VII.F and VII.H of the Plan contain the following Releases:**

(a) **Debtors' Releases.** On the Effective Date of the Plan and to the fullest extent authorized by applicable law, the Released Parties and their respective property will be expressly, unconditionally, generally and individually and collectively released, acquitted and discharged by the Debtors on behalf of themselves, their estates, the Reorganized Debtors, the GUC Distribution Trust and the Liquidation Trust (such that the Reorganized Debtors, the GUC Distribution Trust and the Liquidation Trust will not hold any Claims or Causes of Action released pursuant to this Plan), for the good and valuable consideration provided by each of the Released Parties, from any and all actions, Claims, debts, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute, violation of federal or state securities laws or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way to the Debtors, any of the Debtors' present or former assets, the Released Parties' interests in or management of the Debtors, the Plan, the Disclosure Statement, this Chapter 11 Case, or any restructuring of Claims or interests undertaken prior to the Effective Date, including those that the Debtors, the Reorganized Debtors, the GUC Distribution Trust, or the Liquidation Trust would have been legally entitled to assert or that any holder of a Claim against or interest in the Debtor or any other entity could have been legally entitled to assert derivatively or on behalf of the Debtors or their estates including with respect to the Lapis Parties any challenge to claims and rights of the Lapis Parties under the Bond Documents and Credit Agreement Documents; provided, however, that the foregoing Debtors' Releases shall not operate to waive or release any Claims or Causes of Action of the Debtors or their Estates against a Released Party arising under any contractual obligation owed to the Debtors that is entered into or assumed pursuant to the Plan.

919.9 of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019.9, of the Debtors' Releases, which includes by reference each of the related provisions and definitions contained in the Plan, and further shall constitute the Court's finding that the Debtors' Releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the Claims released by the Debtors' Releases; (3) the best interests of the Debtors' Estates 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 against any of the Debtors' estates, the Reorganized Debtors, the GUC Distribution Trust, or the Liquidation Trust, asserting any Claim or Cause of Action released pursuant to the Debtors' Releases.

The foregoing release as to the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

(b) **Third Party Releases.** On the Effective Date of the Plan and to the fullest extent authorized by applicable law, the Released Parties shall be deemed to have been released, unconditionally, generally and individually and collectively released and acquitted the Released Parties and their respective property from any and all actions, Claims, interests, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, that such Holder (whether individually or collectively) ever had, now has or hereafter can, shall or may have, based on or relating to, or in any manner arising from or related in any way to the Debtors, any of the Debtors' present or former assets, the Released Parties' interests in or management of the Debtors, the business or contractual arrangements between the Debtors and any Released Party, the Plan, the Disclosure Statement, these Chapter 11 Cases, or any restructuring of Claims or interests undertaken prior to the Effective Date, including those that the Debtors, the Reorganized Debtors, the GUC Distribution Trust, or the Liquidation Trust would have been legally entitled to assert derivatively or on behalf of the Debtors or their Estates, except for the Claims and interests of the Debtors, the Reorganized Debtors, the GUC Distribution Trust, or the Liquidation Trust, or the Liquidation Trust on account of an allowed Claim against the Debtors pursuant to the Plan. For the avoidance of doubt, the Released Parties shall include (a) the Released Parties, and (b) all holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by this section pursuant to a duly executed ballot, notwithstanding anything to the contrary herein, in no event shall an entity that (i) does not vote to accept or reject the Plan, (ii) votes to reject the Plan, or (iii) appropriately marks the ballot to opt out of the third party release provided in this section and returns such ballot in accordance with the solicitation procedures order, be a Released Party. Entry of the Confirmation Order shall constitute the Court's approval, pursuant to Bankruptcy Rule 9019.9, of the third party release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Court's finding that the third party release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the Claims released by the third party release; (3) 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 Released Parties asserting any Claim released pursuant to the third party release.

Notwithstanding any provision herein, there shall be no release or Exculpation by or injunction against any committee member holding a claim or representing a claimant that has opted out of the third party release or has not voted on the Plan, except solely in such committee member's capacity as such.

The foregoing release as to the Lapis Parties is an integral component of the Senior Debt 9019 Settlement. Pursuant to § 1123(b)(3) and the Senior Debt 9019 Settlement, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, to the maximum extent permitted by law, each holder of any Claim shall be deemed to forever release, waive, and discharge all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whatsoever, against the Lapis Parties arising from or related to the Lapis Parties' pre- and/or post-petition actions, omissions or liabilities, transaction, occurrence, or other activity of any nature except for as provided in this Plan or the Confirmation Order.

(c) **Waiver of Statutory Limitations on Releases.** Each Releasing Party in each of the releases contained in the Plan (including under this section) expressly acknowledges that although ordinarily a general release may not extend to claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims, without limiting the generality of the foregoing, each releasing party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a

release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of executing the release, which if known by it may have materially affected its settlement with the Releasing Party. The releases contained in this section are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

**4. Section VII.G of the Plan contains the following Injunctions:**

**General Injunction.** Except as otherwise provided in the Plan or the Confirmation Order, all entities who have held, hold, or control Claims, interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to Section VII.F.2 of the Plan; (3) have been released pursuant to Section VII.E.2 of the Plan; (4) are subject to Exculpation pursuant to Section VII.E of the Plan; or (5) are otherwise stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind, including on account of any Claims, interests, Causes of Actions, or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, the GUC Distribution Trust, the Liquidation Trust, or any entity so released or exculpated (or the property or estate of any entity, directly or indirectly, so released or exculpated) on account of or in connection with or with respect to any released, settled, compromised, or exculpated Claims, Causes of Action, or liabilities; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors, the Reorganized Debtors, the GUC Distribution Trust, the Liquidation Trust, or any entity so released or exculpated (or the property or estate of the Debtor or any entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Causes of Action, or liabilities; (c) creating, perfecting, or enforcing any lien, Claim, or encumbrance of any kind against the Debtors, the Reorganized Debtors, the GUC Distribution Trust, or any entity so released or exculpated (or the property or estate of the Debtor or any entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Causes of Action, or liabilities; (d) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtors or any entity so released or exculpated (or the property or estates of the Debtors or any entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Causes of Action, or liabilities unless such entity has timely asserted such setoff or subrogation right prior to confirmation in a document filed with the court explicitly preserving such setoff or subrogation; and (e) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Reorganized Debtors, the GUC Distribution Trust, the Liquidation Trust, or any entity so released or exculpated (or the property or estate of the Debtor or any entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, Causes of Action, or liabilities; provided, that nothing contained in the Plan shall preclude an entity from obtaining benefits directly and expressly provided to such entity pursuant to the terms of the Plan; provided, further, that nothing contained in the Plan shall be construed to prevent any entity from deferring against Claims objections or collection actions whether by asserting a right of setoff or otherwise to the extent permitted by law.

**5. Section VII.I of the Plan contains the following Exculpation:**

**Exculpation.** The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or post-petition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other prepetition or post-petition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing "Exculpation" provided under this Section, the rights of any Holder of a Claim or interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing "Exculpation" shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

6. The Plan term "Released Parties" means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the POC, (e) the Board Trustees, and (f) except as otherwise set forth below, in this Plan, each of the foregoing Entities' respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiary, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc., and any Bond Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of this Plan and provided further, that as a condition to receiving or enforcing a release granted pursuant to Section VII.F.2 of the Plan, each Released Party and its Affiliates shall be deemed to have released the Releasing Parties, the Estate and the Debtors from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors and the Chapter 11 Cases, but not for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan. For the avoidance of doubt, notwithstanding anything herein to the contrary in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 of the Plan and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.

7. The Plan term "Releasing Party" means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 of the Plan pursuant to a duly executed Ballot; provided, that, notwithstanding anything contained herein to the contrary in no event shall an Entity that (i) does not vote to accept or reject the Plan, (ii) votes to reject the Plan, or (iii) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 of the Plan and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

**SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS**

8. The following table designates the Classes of Claims against each of the Debtors and specifies which of those Classes are (a) Not Impaired by the Plan, (b) Impaired by the Plan, and (c) entitled to vote to accept or reject the Plan in accordance with § 1126. In accordance with § 1123(a)(1), Administrative Claims, Professional Fee Claims, and Priority Tax Claims, have not been classified. All of the potential Classes for the Debtors are set forth herein.

All Debtors			
Class	Designation	Impairment	Voting Status
1	Priority Claims	Unimpaired	Not Entitled to Vote / Deemed to Accept
2A	Senior Secured Bond Debt Claims	Impaired	Entitled to Vote
2B	Senior Secured Credit Agreement Claims	Impaired	Entitled to Vote
2C	Other Secured Claims	Impaired	Entitled to Vote
3	Convenience Class Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Entitled to Vote
4A	Insured Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Eliminated Through Consolidation of Debtors For Plan Purposes	N/A

**9. Class 1: Priority Claims (Other than Priority Tax Claims).**

a. **Classification.** Class 1 consists of Priority Claims against Debtors, other than Priority Tax Claims. These Priority Claims are entitled to priority treatment in that each Holder of such a Claim is entitled to receive Cash from the Administrative and Priority Claims Reserve on the Effective Date (or as soon as practicable thereafter) equal to the allowed amount of such Claim, unless the Class votes to accept deferred Cash payments of a value, as of the Effective Date, equal to the allowed amount of such Claims. Excluded from this Class are: (a) wage claims (including severance pay) in excess of the statutory limit of \$13,650; and (b) PTO claims in excess of the statutory limit of \$13,650 for benefits. Such Claims will be treated as General Unsecured Claims in Class 4.

b. **Treatment.** Except to the extent that a Holder of a Priority Claim agrees to a less favorable treatment of such Claim, each such Holder shall receive payment in Cash in an amount equal to the amount of such Allowed Claim, payable on the later of the Effective Date and the date when such Priority Claim becomes an Allowed Priority Claim.

c. **Voting.** Class 1 is Unimpaired. Holders of Priority Claims are deemed to have accepted the Plan, pursuant to § 1126(f), and are not entitled to vote to accept or reject the Plan.

**10. Class 2A: Senior Secured Bond Debt Claims.**

a. **Classification.** Class 2A consists of the Senior Secured Bond Debt Claims.  
 b. **Treatment.** In accordance with the Senior Debt 9019 Settlement, all Senior Secured Bond Debt Claims shall be Allowed and reinstated without setoff, reduction or subordination on the terms of the Exchange Debt Documents in the amount of all such Senior Secured Bond Debt Claims as of the Effective Date.  
 c. **Voting.** Class 2A is Impaired. Holders of the Senior Secured Bond Debt Claims are entitled to vote to accept or reject the Plan.

**11. Class 2B: Senior Secured Credit Agreement Claims.**

a. **Classification.** Class 2B consists of the Senior Secured Credit Agreement Claims.  
 b. **Treatment.** In accordance with the Senior Debt 9019 Settlement, all Senior Secured Credit Agreement Claims shall be Allowed and satisfied, without setoff, reduction, subordination or challenge, by the exchange of all Senior Secured Credit Agreement Claims for Senior Secured Credit Agreement Exchange Debt with the attributes described in the schedule attached as Exhibit A to the Plan in the amount of all Senior Secured Credit Agreement Claims in excess of the Effective Date.  
 c. **Voting.** Class 2B is Impaired. Holders of Senior Secured Credit Agreement Claims are entitled to vote to accept or reject the Plan.

**12. Class 2C: Other Secured Claims.**

a. **Classification.** Class 2C consists of the Other Secured Claims.  
 b. **Treatment.** On or as soon as practicable after the Effective Date, each Holder of an allowed Other Secured Claim against the Debtors will receive from the assets of the Debtors, at the discretion of the Plan Proponents (i) cash equal to the full amount of its claim, (ii) a reinstated note on the same payment and collateral terms as its prior Claim, (iii) a return of collateral securing the Claim against the Debtor, with any deficiency to result in a General Unsecured Claim, or (iv) such less favorable treatment to which the Holder otherwise agrees.  
 c. **Voting.** Class 2C is Impaired. Holders of Other Secured Claims are entitled to vote to accept or reject the Plan.

**13. Class 3: Convenience Class Claims.**

a. **Classification.** Class 3 consists of Convenience Class Claims, meaning those General Unsecured Claims that are either (i) less than or equal to five thousand dollars (\$5,000), or (ii) if the Claim amount is greater than five thousand dollars (\$5,000), a General Unsecured Claim with respect to which the Holder has made a Convenience Class Election and thus accepted a maximum of one thousand dollars (\$1,000) as payment of such Holder's Claim in full. As used herein, "Convenience Class Election" means the timely election by a Holder of a General Unsecured Claim in the amount of five thousand dollars (\$5,000) or greater to have such portion of such General Unsecured Claim treated as a claim in the Convenience Class (Class 3), in which case the portion of such General Unsecured Claim in excess of \$5,000 shall be discharged in full on the Effective Date, or as soon as practicable thereafter. There shall be no limitation on the number of Convenience Class members.  
 c. **Voting.** Class 3 is Impaired. Holders of Convenience Class Claims are entitled to vote to accept or reject the Plan.

**14. Class 4: General Unsecured Claims.**

a. **Classification.** Class 4 consists of General Unsecured Claims which have not otherwise been classified.  
 b. **Treatment.** Holders of Allowed General Unsecured Claims shall receive, on one or more GUC Distribution Dates, a Pro Rata share of the Net GUC Distribution Trust Assets.  
 c. **Voting.** Class 4 is Impaired. Holders of General Unsecured Claims are entitled to vote to accept or reject the Plan.

**15. Class 4A: Insured Claims.**

a. **Classification.** Class 4A consists of Insured Claims.  
 b. **Treatment.** Subject to the terms and conditions set forth in Section III.H of the Plan, Holders of Allowed Insured Claims in Class 4A shall recover only from the available insurance and Debtors shall be discharged to the extent of any such excess. As of the Effective Date, all Insured Claims are Disputed.  
 c. **Voting.** Class 4A is Impaired. Holders of Insured Claims are entitled to vote to accept or reject the Plan.

**16. Class 5: Intercompany Claims.**

a. **Classification.** Class 5 consists of all Intercompany Claims.  
 b. **Treatment.** All intercompany claims shall be expunged and eliminated through the limited consolidation of the Debtors unless otherwise indicated in the Plan Supplement.  
**CONFIRMATION HEARING**

**18. On December 18, 2020, at 10:00 a.m. (Prevailing Pacific Time),** or as soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will be held before the Honorable

Whitman L. Holt, United States Bankruptcy Judge, at the U.S. Bankruptcy Court, 402 E. Yakima Avenue, Second Floor Courtroom, Yakima, WA 98901 to consider (i) confirmation of the Plan, as the same may be amended or modified; and (ii) such other and further relief as may be just and appropriate. Parties may appear at the Confirmation Hearing by telephone. To make a telephonic appearance, call 877-402-9275; code # 7036041. The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest, other than by an announcement of such an adjournment in open court at the Confirmation Hearing or any adjournment thereof or an appropriate filing with the Bankruptcy Court. The Plan may be modified in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Plan, and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

**DEADLINE TO VOTE TO ACCEPT OR REJECT THE PLAN**

18. You are entitled to vote to accept or reject the Plan. In order to be counted as a vote to accept or reject the Plan, you must properly execute, complete, and deliver a Ballot (or Ballots) to the Debtors so as to be received by the Debtors no later than **4:00 p.m. (Pacific Time) on December 4, 2020** (the "Voting Deadline") as set forth below.

19. All Ballots must be delivered via First Class Mail, overnight courier, or hand delivery so as to be actually received by the Solicitation Agent no later than the Voting Deadline. Except as provided below, Ballots must be submitted to the Solicitation Agent at the following address in accordance with the voting procedures set forth below: Astria Ballot Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (877) 726-6508 (U.S./Canada), (424) 236-7248 (International).

20. Ballots may also be submitted via electronic, online transmissions, solely through a customized online balloting portal on the Debtors' case website. Parties entitled to vote may cast an electronic Ballot and electronically sign and submit a Ballot instantly by utilizing the online balloting portal (which allows a holder to submit an electronic signature). Instructions for electronic, online transmission of Ballots is set forth on the Ballots. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

**21. BALLOTS TRANSMITTED TO THE DEBTORS BY FACSIMILE, ELECTRONIC MAIL, OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.**

**DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN**

22. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objector and the nature and amount of any Claim asserted by the objector against or in the Debtors; (iv) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court, together with proof of service, and served so that they are actually received by the following no later than **December 4, 2020** which deadline may be extended by the Debtors (the "Confirmation Objection Deadline"): (i) counsel to the Debtors, Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, Attn: Samuel R. Maizel (samuel.maizel@dentons.com); (ii) counsel to the Committee, Silks Cummins & Gross, P.C., One Riverfront Plaza, Newark, NJ 07102, Attn: Andrew H. Sherman and Boris I. Mankovetskiy (asheram@silkscommis.com, bmankovetskiy@silkscommis.com); (iii) counsel to the Lapis Parties, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111, Attn: William Kannel and Ian Hammel (wkandel@mintz.com, jahammel@mintz.com); and (iv) counsel to the U.S. Trustee, Office of the United States Trustee, 920 W. Riverside Ave., Suite 593, Spokane, WA 99201, Attn: Gary W. Dyer (gary.w.dyer@usdoj.gov).

**ACCESS TO DOCUMENTS AND OTHER QUESTIONS**

23. Copies of the Plan and Disclosure Statement are available and may be downloaded by visiting the following website: <https://www.kcdcl.net/astriahealth>, or by contacting to the Debtors' Claims and Noticing Agent at: Astria Ballot Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (877) 726-6508 (U.S./Canada), (424) 236-7248 (International); or via e-mail request to: [AstriaInfo@kcdcl.com](mailto:AstriaInfo@kcdcl.com), or on the Bankruptcy Court's website.  
 Dated: November 12, 2020, DENTONS US LLP, By: /s/ Samuel R. Maizel, Samuel R. Maizel, Sam J. Alberts, Geoffrey M. Miller, Counsel to the Debtors and Debtors in Possession  
 Dated: November 12, 2020, MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C., By: /s/ William Kannel, William Kannel, Ian A. Hammel, Counsel to the Lapis Parties

The Debtors, along with their case numbers, are as follows: Astria Health (19-01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHC Holdco, LLC (19-01196-11), SHC Medical Center - Toppenshi (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).

Employees may have accumulated paid time off ("PTO") that the employees were able to roll forward from year to year, or cash out at retirement or departure. With limited exception regarding certain employees who were employed by SHC Medical Center - Yakima, separated after January 1, 2020 and then rehired by another Debtor and who were paid on account of unused PTO earned while at SHC Medical Center - Yakima or provided with an allowed claim, the Reorganized Debtors will assume the PTO Claims for rehired employees of the Hospital, and PTO will be allowed to be used on the same terms and conditions as before Petition Date.  
<http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court's website).

**Public Legal Notices**

**Public Legal Notices**

**YARD SALES**

**Dogs**

**ITEMS UNDER \$100**

**OFFICIAL NOTICE TO WASHINGTON APPLE GROWERS AND DEALERS**

Pursuant to RCW 15.24 and under the direction of the Washington State Director of Agriculture, notice is hereby given that a call-in meeting of apple growers, dealers and shippers will be held on **Monday, December 7, 2020, at 1:10 p.m.**, in conjunction with the Washington State Tree Fruit Association's annual meeting, to nomination candidates for three grower and two dealer members of the Washington Apple Commission for a three-year term, commencing March 1, 2021. Nominations may be made orally at the meeting or be mailed or emailed in advance to the Washington Apple Commission at 2900 Euclid Ave. Wenatchee, WA 98801; email: [robin.mooney@wapple.org](mailto:robin.mooney@wapple.org). Email nominations preferred due to COVID-19 restrictions.

Nominations may also be made within five (5) days after said meeting by written petition either mailed or emailed to the Washington Apple Commission signed by not less than five (5) voting apple growers or dealers, as the case may be, residing within the District and **postmarked no later than December 12, 2020.**

Nominator must be an eligible grower/dealer in the district in which candidate is seeking election. Nominations must include your name, address, district and person nominating.

Positions open for nominations are:

- **Position 2, Grower District 1--** the area includes the counties of Chelan, Douglas and Okanogan. This position is currently held by Cass Gebbers of Brewster, who is seeking re-election.
- **Position 4, Grower District 3--** includes all the counties in the state not included in the first and second districts. This position is currently held by Jim Thomas of Wenatchee, who is seeking re-election.
- **Position 6, Grower District 2--** the area includes the counties of Kittitas, Yakima, Benton and Franklin. This position is currently held by David Douglas of Richland, who is seeking re-election.
- **Position 10, Dealer District 1--** the area includes the counties of Chelan, Douglas and Okanogan. This position is currently held by Bob Mast of Wenatchee, who is seeking re-election.
- **Position 12., Dealer District 2** the area includes the counties of Kittitas, Yakima, Benton and Franklin. This position is currently held by James Hazen of Prescott, who is seeking re-election.

If more than one nomination is received for a position, an advisory vote will be conducted by mail immediately following the nomination period. Final appointments will be made by the Director of Agriculture.

**City Notice**

The City of Yakima reminds you...

Yard or garage sales shall be permitted as an accessory use to a dwelling provided all of the following provisions