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10 *Attorneys for Steven D Sass LLC, in its*  
11 *capacity as GUC Distribution Trustee*

12  
13 IN THE UNITED STATES BANKRUPTCY COURT  
14 FOR THE EASTERN DISTRICT OF WASHINGTON

15 In re:  
16 ASTRIA HEALTH,  
Remaining Debtor.

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

17  
18 STEVEN D SASS LLC, in its  
capacity as GUC Distribution Trustee,  
19 Plaintiff,

Adv. Proc. No. 21-

**COMPLAINT TO AVOID AND  
RECOVER TRANSFERS  
PURSUANT TO 11 U.S.C. §§ 547  
& 550, TO DISALLOW**

20  
21 COMPLAINT TO AVOID AND RECOVER  
TRANSFERS, DISALLOW CLAIMS, AND  
OBJECTION TO CLAIMS - 1

*SCHWEET LINDE & COULSON, PLLC*



P(200)21-190118921101800000000002

1 vs.  
2 COFFEY COMMUNICATIONS,  
3 INC., a Washington corporation,  
4 Defendant.

**CLAIMS PURSUANT TO 11  
U.S.C. § 502, AND OBJECTION  
TO CLAIMS**

4 Plaintiff, Steven D Sass LLC, solely in its capacity as GUC Distribution  
5 Trustee for the Astria Health GUC Distribution Trust (the “**Plaintiff**”), duly  
6 appointed in the above-referenced chapter 11 cases of Astria Health and its  
7 affiliated debtors (the “**Debtors**”), by and through its undersigned counsel, for its  
8 *Complaint to Avoid and Recover Transfers Pursuant to 11 U.S.C. §§ 547 and 550,*  
9 *to Disallow Claims Pursuant to 11 U.S.C. § 502, and Objection to Claims* (the  
10 “**Complaint**”) against the above-captioned defendant (the “**Defendant**”),  
11 successors, and assigns, alleges as follows:

12 **NATURE OF THIS ACTION**

13 1. The Plaintiff seeks to avoid and recover from the Defendant, or from  
14 any other person or entity for whose benefit the transfers were made, all preferential  
15 transfers of property that occurred during the ninety (90) day period prior to the  
16 commencement of the bankruptcy case of the Debtors pursuant to sections 547 and  
17 550 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

18 2. In addition, the Plaintiff objects to any claim filed or otherwise asserted  
19 by or scheduled on behalf of the Defendant and seeks to disallow, pursuant to  
20

1 sections 502(d) and (j) of the Bankruptcy Code, any claim that the Defendant has  
2 filed or asserted against the Debtors or that has been scheduled for the Defendant.

### 3 THE PARTIES

4 3. On May 6, 2019 (the "Petition Date"), each of the Debtors filed a  
5 voluntary petition for relief under the Bankruptcy Code in the United States  
6 Bankruptcy Court for the Eastern District of Washington (the "Bankruptcy  
7 Court"). The Debtors' cases were jointly administered under Case No. 19-01189-  
8 11.

9 4. On December 23, 2020, the Bankruptcy Court entered an order [Bankr.  
10 Docket No. 2217] (the "Confirmation Order") confirming the *Modified Second*  
11 *Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Debtor*  
12 *Affiliates* [Bankr. Docket No. 2196] (the "Plan") and approving the GUC  
13 Distribution Trust Agreement [Bankr. Docket No. 2043] (the "Trust Agreement"),  
14 which together provided for the establishment of the GUC Distribution Trust (the  
15 "Trust") for the benefit of holders of certain claims as set forth in the Plan.

16 5. The Plaintiff was duly appointed GUC Distribution Trustee  
17 ("Trustee") under the Plan and Trust Agreement. The Trustee is authorized by the  
18 Plan, the Trust Agreement, and the Bankruptcy Code to prosecute certain estate  
19 causes of action transferred to the Trust pursuant to the Plan, including causes of  
20

1 action for the avoidance and recovery under sections 547 and 550 of the Bankruptcy  
2 Code of preferential payments made by the Debtors.

3 6. Upon information and belief, the Defendant is an entity formed under  
4 the laws of the State of Washington.

### 5 JURISDICTION AND VENUE

6 7. The United States Bankruptcy Court for the Eastern District of  
7 Washington has jurisdiction over this adversary proceeding under the Bankruptcy  
8 Code pursuant to 28 U.S.C. §§ 157(a) and 1334(a) and LCivR 83.5 of the United  
9 States District Court for the Eastern District of Washington.

10 8. This proceeding is a core proceeding within the meaning of 28 U.S.C.  
11 § 157(b) and the Bankruptcy Court may enter final orders for the matters contained  
12 in this Complaint.

13 9. Pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure  
14 (the “Bankruptcy Rules”), the Plaintiff affirms its consent to the entry of final  
15 orders or judgments by the Bankruptcy Court.

16 10. Venue in this District is proper pursuant to 28 U.S.C. §§ 1408 and  
17 1409(a).

### 18 BASIS FOR RELIEF REQUESTED

19 11. This adversary proceeding is initiated pursuant to Rule 7001(1) of the  
20 Bankruptcy Rules and sections 502, 547, and 550 of the Bankruptcy Code, to avoid

1 and recover certain avoidable transfers that were made by the Debtors to the  
2 Defendant on or within ninety (90) days before the Petition Date (the “**Preference**  
3 **Period**”), and to disallow any claim filed or otherwise asserted by or scheduled on  
4 behalf of the Defendant until any judgment entered in favor of the Plaintiff is paid  
5 in full.

### 6 **FACTS**

7 12. Prior to the Petition Date, the Debtors made certain payments to the  
8 Defendant for goods and/or services provided to the Debtors pursuant to invoices,  
9 statements or other documents submitted by the Defendant to the Debtors, including  
10 but not limited to the transactions between the parties identified on **Exhibit A**  
11 attached hereto.

12 13. During the Preference Period, one or more of the Debtors made  
13 payments or transfers of an interest of one or more Debtors in property to or for the  
14 benefit of the Defendant, including those payments identified on **Exhibit A** attached  
15 hereto (collectively, the “**Transfers**”). **Exhibit A** sets forth the details of each of  
16 the Transfers, including the Debtor that made the Transfers, check or payment  
17 number, payment date, and payment amount. The aggregate amount of the  
18 Transfers is not less than \$38,934.40.

19 14. On or about May 3, 2021 Plaintiff and Defendant entered into that  
20 certain Tolling Agreement (“**Agreement**”) extending the time Plaintiff could bring

1 this suit through and including 11:59 PM on July 16, 2021. The Agreement was  
2 subsequently amended twice which resulted in the tome Plaintiff could bring this  
3 suit through and including 11:59 PM on October 15, 2021. The Agreement, as  
4 amended, is attached hereto as **Exhibit B.**

5 15. The Plaintiff has performed its own reasonable due diligence  
6 evaluation in the circumstances of these chapter 11 cases, including the review of  
7 records provided by the Debtors, of the Defendant’s known or reasonably knowable  
8 affirmative defenses to avoidance of the Transfers under section 547(c) of the  
9 Bankruptcy Code. Based on this due diligence, the Plaintiff has identified any  
10 potential partial “ordinary course” and/or “new value” defenses that may be  
11 available under sections 547(c)(2) and (4) of the Bankruptcy Code as set forth on  
12 **Exhibit A.** The Plaintiff also sent an advance demand letter to the Defendant  
13 requesting that the Defendant identify any potential defenses the Defendant believes  
14 it may have.

15 16. Notwithstanding the potential defenses identified by the Plaintiff on  
16 **Exhibit A,** the Defendant bears the burden of proof pursuant to section 547(g) of  
17 the Bankruptcy Code to establish those and any other defenses it may have under  
18 section 547(c) of the Bankruptcy Code. Nothing in this Complaint or in **Exhibit A**  
19 is an admission that the Defendant is entitled to or has proven a defense it may have  
20

1 under section 547(c) of the Bankruptcy Code, and the Plaintiff reserves all rights  
2 under section 547(g) of the Bankruptcy Code and otherwise.

3 17. During the course of this adversary proceeding, the Plaintiff may learn  
4 (through discovery or otherwise) of additional transfers made to the Defendant  
5 during the Preference Period. The Plaintiff intends to avoid and recover all transfers  
6 made by the Debtors of an interest of the Debtors in property and to or for the benefit  
7 of the Defendant or any other transferee. The Plaintiff reserves its right to amend  
8 this original Complaint to include: (i) further information regarding the Transfer(s),  
9 (ii) additional transfers, (iii) modifications of and/or revision to the Defendant's  
10 name, (iv) additional defendants, and/or (v) additional causes of action authorized  
11 by the Plan (collectively, the "Amendments"), that may become known to the  
12 Plaintiff at any time during this adversary proceeding, through formal discovery or  
13 otherwise, and for the Amendments to relate back to this original Complaint.

14 **FIRST CLAIM FOR RELIEF**  
15 **(Avoidance of Preferential Transfers—11 U.S.C. § 547)**

16 18. The Plaintiff repeats and realleges the allegations contained in each  
17 preceding paragraph of this Complaint as though set forth fully herein.

18 19. During the Preference Period, the Debtors made the Transfers to the  
19 Defendant in the total amount of \$38,934.40, as more specifically described in

20 **Exhibit A.**

1           20.    Each of the Transfers to the Defendant was a transfer of property of  
2 the Debtors.

3           21.    Each of the Transfers to the Defendant was made to or for the benefit  
4 of the Defendant.

5           22.    The Defendant was a creditor (within the meaning of section 101(10)  
6 of the Bankruptcy Code) of the Debtor making the Transfer at the time each of the  
7 Transfers was made or, alternatively, received the Transfers for the benefit of a  
8 creditor or creditors of the Debtors.

9           23.    Each of the Transfers to the Defendant was made on account of an  
10 antecedent debt owed by the particular Debtor to the Defendant before the Transfer  
11 was made.

12           24.    Each of the Transfers was made while the Debtors were insolvent. The  
13 Debtors are presumed to be insolvent on and during the 90 days preceding the  
14 Petition Date pursuant to section 547(f) of the Bankruptcy Code.

15           25.    Each of the Transfers enabled the Defendant to receive more than the  
16 Defendant would have received if (i) these cases were cases under chapter 7 of the  
17 Bankruptcy Code, (ii) the transfers and/or payments had not been made, and (iii)  
18 the Defendant received payment on account of the debt paid by each of the Transfers  
19 to the extent provided by the Bankruptcy Code.



1 26. As of the date hereof, the Defendant has not returned any of the  
2 Transfers to the Plaintiff.

3 27. The Plaintiff is entitled to an order and judgment under section 547 of  
4 the Bankruptcy Code that the Transfers are avoided.

5 **SECOND CLAIM FOR RELIEF**  
6 **(Recovery of Property -- 11 U.S.C. § 550)**

7 28. The Plaintiff repeats and realleges the allegations contained in each  
8 preceding paragraph of this Complaint as though set forth fully herein.

9 29. Based on the foregoing facts, the Plaintiff is entitled to avoid the  
10 Transfers pursuant to section 547(b) of the Bankruptcy Code.

11 30. The Defendant is either (a) the initial transferee of the Transfers or the  
12 entity for whose benefit the Transfers were made, or (b) an immediate or mediate  
13 transferee of the initial transferee.

14 31. Pursuant to section 550(a) of the Bankruptcy Code, the Plaintiff is  
15 entitled to recover from the Defendant each Transfer or the amount thereof, plus  
16 interest thereon from the date of payment, as well as costs of this action.

17 **THIRD CLAIM FOR RELIEF**  
18 **(Objection to Claim of the Defendant and Request for Disallowance**  
19 **Under 11 U.S.C. Section 502)**

20 32. The Plaintiff repeats and realleges the allegations contained in each  
21 preceding paragraph of this Complaint as though set forth fully herein.

1 33. The Defendant is a transferee of Transfers avoidable pursuant to  
2 section 547 of the Bankruptcy Code, which property is recoverable under section  
3 550 of the Bankruptcy Code.

4 34. The Defendant has not paid the amount of the Transfers or turned over  
5 such property for which the Defendant is liable under section 550 of the Bankruptcy  
6 Code.

7 35. Upon information and belief, the Defendant is or may be the holder of  
8 a general unsecured claim against the Debtors (a "**Claim**").

9 36. Pursuant to section 502(d) of the Bankruptcy Code, any and all Claims  
10 against the Debtors must be disallowed until such time as the Defendant pays the  
11 Plaintiff the amount equal to the aggregate amount of all of the Transfers, plus  
12 interest thereon and costs.

13 37. Pursuant to 11 U.S.C. § 502(j), any and all previously allowed Claims  
14 of the Defendant against the Debtors, including any and all Claims assigned by the  
15 Defendant, must be reconsidered and disallowed until such time as the Defendant  
16 pays to the Plaintiff the amount equal to the aggregate amount of all of the Transfers,  
17 plus interest thereon and costs.

18 **WHEREFORE**, the Plaintiff prays for judgment as follows:  
19  
20

1 a. On the First Claim for Relief, for a determination that each of the  
2 Transfers is avoidable pursuant to section 547 of the Bankruptcy Code, and that the  
3 Plaintiff is entitled to recover each of the Transfers or the value thereof;

4 b. On the Second Claim for Relief, for judgment in favor of the Plaintiff  
5 and against the Defendant determining that the Plaintiff is entitled to recover the  
6 Transfers or their value for the benefit of the Trust, pursuant to section 550 of the  
7 Bankruptcy Code;

8 c. On the Third Claim for Relief, for disallowance of any Claim in  
9 accordance with section 502 of the Bankruptcy Code pending payment by the  
10 Defendant to the Plaintiff of any avoidable and recoverable Transfers;

11 d. Awarding to the Plaintiff pre-judgment interest at the maximum legal  
12 rate running from the date of this Complaint to the date of judgment herein;

13 e. Awarding to the Plaintiff post-judgment interest at the maximum legal  
14 rate running from the date of judgment herein until the date the judgment is paid in  
15 full;

16 f. Awarding to the Plaintiff the costs of suit incurred herein; and

17 g. For such other and further relief as the Bankruptcy Court may deem  
18 just and proper.

1 Dated: October 15, 2021

SCHWEET LINDE & COULSON PLLC

2 /s/ Michael M. Sperry/  
3 Michael M. Sperry, WSBA #43760  
4 575 South Michigan Street  
5 Seattle, WA 98108  
6 (206) 381-0133  
7 michael@schweetlaw.com

8 -and-

9 Edward M. King (*pro hac vice*)  
10 FROST BROWN TODD LLC  
11 400 West Market Street, Suite 3200  
12 Louisville, KY 40202  
13 tking@fbtlaw.com

14 Erin P. Severini (*pro hac vice*)  
15 FROST BROWN TODD LLC  
16 3300 Great American Tower  
17 301 E. Fourth Street  
18 Cincinnati, OH 45202  
19 eseverini@fbtlaw.com

20 *Attorneys for Steven D Sass LLC, in its  
21 capacity as GUC Liquidating Trustee*

COMPLAINT TO AVOID AND RECOVER  
TRANSFERS, DISALLOW CLAIMS, AND  
OBJECTION TO CLAIMS - 12

**SCHWEET LINDE & COULSON, PLLC**

575 S. MICHIGAN ST.  
SEATTLE, WA 98108  
P (206) 275-1010 F (206) 381-0101

## Exhibit A - Payments

Check No	Payor Name	Payee Name	Check Date	Amount
512	Astria Health	COFFEY COMMUNICATIONS, INC	03/15/2019	\$ 9,733.60
521	Astria Health	COFFEY COMMUNICATIONS, INC	03/28/2019	\$ 9,733.60
534	Astria Health	COFFEY COMMUNICATIONS, INC	04/10/2019	\$ 9,733.60
540	Astria Health	COFFEY COMMUNICATIONS, INC	04/26/2019	\$ 9,733.60
<b>Total Transfers Made in 90-Days Before Petition Date</b>				<b>\$ 38,934.40</b>

Preference transfers net of estimated potential available defenses, subject to Defendant's burden of proof under 11 U.S.C. § 547(g)	<b>\$ 35,454.40</b>
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## Exhibit B - Tolling Agreement, Page 1 of 9

**TOLLING AGREEMENT**

This Tolling Agreement (the “Agreement”) is made and entered into this \_\_\_ day of April, 2021 (the “Agreement Effective Date”), by (a) Steven D Sass LLC, as GUC Distribution Trustee (the “Trustee”) for the **Astria Health GUC Distribution Trust** (the “Trust”) and (b) **Coffey Communications, Inc.** (the “Defendant Party,” and together with the Trustee, the “Parties”).

**RECITALS**

**WHEREAS**, on May 6, 2019 (the “Petition Date”), Astria Health and its affiliated debtors (each a “Debtor,” and collectively, the “Debtors”) commenced voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for Eastern District of Washington (the “Court”), jointly administered under lead case number 19-01189-11;

**WHEREAS**, on December 23, 2020, the Court entered an order [Docket No. 2217] (the “Confirmation Order”) confirming the Debtors’ *Modified Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Debtor Affiliates* [Docket No. 2196] (the “Plan”), which provided for the establishment of the Trust, the appointment of the Trustee, and the transfer of certain Avoidance Actions<sup>1</sup> to the Trust on the Plan’s Effective Date;

**WHEREAS**, the Plan’s Effective Date occurred on January 15, 2021;

**WHEREAS**, the Plan and GUC Distribution Trust Agreement authorize the Trustee to prosecute and settle Avoidance Actions transferred to the GUC Distribution Trust;

**WHEREAS**, the Trustee believes that the Trust may be able to assert certain claims or causes of action to avoid transfers made or obligations incurred by one or more of the Debtors to

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<sup>1</sup> Any capitalized terms otherwise undefined in this Agreement shall have the meanings ascribed to them in the Plan.

**Exhibit B - Tolling Agreement, Page 2 of 9**

or in favor of the Defendant Party under the Bankruptcy Code (including under sections 502, 510, 542, 544, 547, 548, 549, 550, 551, 553, or 724(a) of the Bankruptcy Code) or under similar or related state or federal statutes or common law, including fraudulent transfer laws (collectively, the “Causes of Action”);

**WHEREAS**, section 546(a)(1)(A) of the Bankruptcy Code provides that “[a]n action or proceeding under section 544, 545, 547, 548, or 553 of [the Bankruptcy Code] may not be commenced after the earlier of . . . 2 years after the entry of the order for relief”, which in this case is May 6, 2021 (the “Limitation Period”); and

**WHEREAS**, to facilitate discussions regarding the Causes of Action and further the goal of potentially resolving any disputes between the Parties without incurring the costs, risks, and delays of litigation, the Parties have agreed to extend the Limitation Period as set forth in this Agreement;

**NOW THEREFORE**, for good and valuable consideration, including the mutual promises, agreements, covenants, and conditions set forth in this Agreement, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The Limitation Period is hereby tolled (the “Tolling Period”) beginning on the Agreement Effective Date and running continuously through and including **11:59 pm on July 16, 2021** (the “Expiration Date”) with respect to the Causes of Action.
3. In the event, and provided that, any Causes of Action are asserted or alleged against Defendant Party in any legal action or proceeding commenced on or before the Expiration Date, such action or proceeding shall be deemed to have been commenced, and such Causes of Action legally interposed, on or before the Limitation Period for all purposes,

## Exhibit B - Tolling Agreement, Page 3 of 9

including but not limited to any statute of limitations, waiver, laches, or other legal or equitable defense based upon the passage or lapse of time that Defendant Party otherwise may assert in such action or proceeding.

4. Nothing in this Agreement shall prevent the Trustee from commencing any of the Causes of Action against the Defendant Party during the Tolling Period.

5. This Agreement shall not operate or be construed as an admission of any wrongdoing, liability, or culpability by any Party or as an admission, denial, or waiver by any Party as to the merits, existence, nature, extent, validity or enforceability, or lack thereof, of any claims, defenses or Causes of Action, except as explicitly stated herein. Neither this Agreement nor any action taken pursuant to this Agreement shall be offered or received in evidence or used for any purpose whatsoever in any action or proceeding that may ensue between or among the Parties other than to refute a defense that any action brought by the Trustee on or prior to the Expiration Date is time-barred by the applicable statute of limitations, waiver, laches, or other legal or equitable defense based upon the passage or lapse of time.

6. Each Party represents and warrants that (i) such Party has the power and is duly authorized to enter into this Agreement upon the terms set forth herein, and (ii) upon being duly executed and delivered, this Agreement shall constitute a legal, valid, and binding obligation enforceable against each Party in accordance with the Agreement's terms.

7. Each person who executes this Agreement represents that they are duly authorized to execute this Agreement on behalf of their respective Party hereto and that such Party has full knowledge of and has consented to the terms of this Agreement.

8. This Agreement shall be binding upon, and operate for the benefit of, the Parties and each of their respective successors and assigns.



## Exhibit B - Tolling Agreement, Page 4 of 9

9. This Agreement shall expire as of the Expiration Date unless renewed or extended by written agreement signed by the Parties prior to that date and time.

10. This Agreement constitutes the entire agreement among the Parties concerning the Limitation Period and other time-related defenses, and supersedes any prior agreements or understandings whether written or oral. This Agreement may not be amended or changed in any way except by written agreement signed by the Parties.

11. The Parties intend that this Agreement be binding and enforceable in accordance with its terms. **Accordingly, each Party hereby irrevocably waives any right to contend that this Agreement is not or might not be enforceable, agrees not to assert or support any such contention, and shall be estopped from raising any such contention.**

12. The obligations of the Defendant Party set forth herein shall be contractual (as opposed to a waiver of a procedural or statutory right).

13. This Agreement may be signed in counterparts, including by facsimile or email/pdf, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document.

14. This Agreement shall be governed by, and construed and enforced pursuant to, the laws of the State of Washington, without regard to its conflicts of law principles. The Court shall have and retain exclusive jurisdiction to adjudicate any disputes arising under or in connection with this Agreement.

## Exhibit B - Tolling Agreement, Page 5 of 9

15. This Agreement shall be deemed to be effective immediately upon execution by the Parties.

**STEVEN D SASS LLC, AS GUC  
DISTRIBUTION TRUSTEE**



By: \_\_\_\_\_  
Steven D. Sass, Sole Member

**COFFEY COMMUNICATIONS, INC**

DocuSigned by:  
*Alan H. Coffey*  
\_\_\_\_\_  
Signature

Title: Alan H. Coffey, Chief Executive Officer

Address: \_\_\_\_\_

\_\_\_\_\_

Date: 5/3/2021 Phone: \_\_\_\_\_

e-mail: \_\_\_\_\_

## Exhibit B - Tolling Agreement, Page 6 of 9

**FIRST AMENDMENT TO TOLLING AGREEMENT**

This First Amendment to Tolling Agreement (this "First Amendment") is made and entered into this 9 day of July, 2021, by (a) Steven D Sass LLC, as GUC Distribution Trustee (the "Trustee") for the Astria Health GUC Distribution Trust (the "Trust") and (b) Coffey Communications, Inc. (individually or jointly, as applicable, the "Defendant Party," and together with the Trustee, the "Parties").

**RECITALS**

**WHEREAS**, the Parties entered into the Tolling Agreement attached hereto as Exhibit A (the "Tolling Agreement")<sup>1</sup> on or about May 3, 2021 pursuant to which, among other things, the Parties tolled the Limitation Period through and including 11:59 pm (Pacific Time) on July 16, 2021 (as defined in the Tolling Agreement, the "Expiration Date") with respect to the Causes of Action; and

**WHEREAS**, the Parties desire to amend the Tolling Agreement to further toll the Limitations Period and extend the Expiration Date and Tolling Period as provided in this First Amendment to facilitate discussions regarding the Causes of Action and further the goal of potentially resolving any disputes between the Parties without incurring the costs, risks, and delays of litigation;

**NOW THEREFORE**, for good and valuable consideration, including the mutual promises, agreements, covenants, and conditions set forth in this First Amendment, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. All of the foregoing statements are part of this First Amendment and are not mere recitals.

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<sup>1</sup> Capitalized terms otherwise undefined in this First Amendment shall have the meanings ascribed to them in the Tolling Agreement.

# Exhibit B - Tolling Agreement, Page 7 of 9

2. The Expiration Date is hereby extended through and including 11:59 pm on September 15, 2021 (Pacific Time) with respect to the Causes of Action.

3. The Tolling Period is hereby extended through and including the Current Expiration Date.

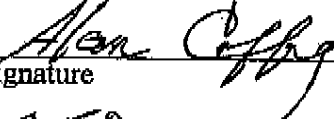
4. Except as specifically amended by this First Amendment, the Tolling Agreement and its provisions shall remain in full force and effect and are hereby ratified and confirmed.

5. This First Amendment shall be deemed to be effective immediately upon execution by the Parties.

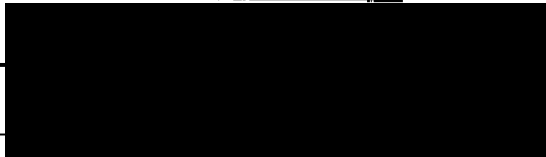
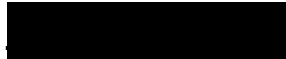

**STEVEN D SASS LLC, AS GUC  
DISTRIBUTION TRUSTEE**

**COFFEY COMMUNICATIONS, INC.**

By:   
Steven D. Sass, Sole Member

By:   
Signature  
Title: CEO

Date: 7/13/2021

Address:   
Date: 7-12-2021 Phone:   
e-mail: 

4851-7287-7041v1

## Exhibit B - Tolling Agreement, Page 8 of 9

**SECOND AMENDMENT TO TOLLING AGREEMENT**

This Second Amendment to Tolling Agreement (this "Second Amendment") is made and entered into this 10th day of September, 2021, by (a) Steven D Sass LLC, as GUC Distribution Trustee (the "Trustee") for the Astria Health GUC Distribution Trust (the "Trust") and (b) **Coffey Communications, Inc.** (individually or jointly, as applicable, the "Defendant Party," and together with the Trustee, the "Parties").

**RECITALS**

**WHEREAS**, the Parties entered into the Tolling Agreement (the "Tolling Agreement") attached to the First Amendment (defined below) as Exhibit A<sup>1</sup> on or about May 3, 2021, pursuant to which, among other things, the Parties tolled the Limitation Period through and including 11:59 pm (Pacific Time) on July 16, 2021 (as defined in the Tolling Agreement, the "Expiration Date") with respect to the Causes of Action;

**WHEREAS**, the Parties entered into the First Amendment to the Tolling Agreement (the "First Amendment") on or about July 9, 2021, pursuant to which, among other things, the Parties agreed to further toll the Limitation Period and extend the Expiration Date and Tolling Period through and including 11:59 pm (Pacific Time) on September 15, 2021 (the "Current Expiration Date") with respect to the Causes of Action; and

**WHEREAS**, the Parties desire to amend the Tolling Agreement to further toll the Limitation Period and extend the Current Expiration Date and Tolling Period as provided in this Second Amendment to facilitate discussions regarding the Causes of Action and further the goal of potentially resolving any disputes between the Parties without incurring the costs, risks, and delays of litigation;

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<sup>1</sup> Capitalized terms otherwise undefined in this Second Amendment shall have the meanings ascribed to them in the Tolling Agreement.

### Exhibit B - Tolling Agreement, Page 9 of 9

**NOW THEREFORE**, for good and valuable consideration, including the mutual promises, agreements, covenants, and conditions set forth in this Second Amendment, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

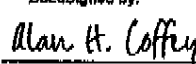
1. All of the foregoing statements are part of this Second Amendment and are not mere recitals.
2. The Current Expiration Date is hereby extended through and including 11:59 pm on October 15, 2021 (Pacific Time) (the "New Expiration Date") with respect to the Causes of Action.
3. The Tolling Period is hereby extended through and including the New Expiration Date.
4. Except as specifically amended by this Second Amendment, the Tolling Agreement and its provisions shall remain in full force and effect and are hereby ratified and confirmed.
5. This Second Amendment shall be deemed to be effective immediately upon execution by the Parties.

**STEVEN D SASS LLC, AS GUC  
DISTRIBUTION TRUSTEE**

By:   
Steven D. Sass, Sole Member

Date: 9/14/2021

**COFFEY COMMUNICATIONS, INC.**

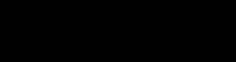
DocuSigned by:  
By:   
Alan Coffey

Title: CEO

Address: 



Date: 9/13/2021

Phone: 

E-mail: 