IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Pacifica of the Valley Corporation,[1] Debtor.	Chapter 11 Case No. 26-11060 (TMH)

DEBTOR'S MOTION FOR ENTRY OF AN ORDER (I) CONDITIONALLY APPROVING THE DISCLOSURE STATEMENT, (II) SCHEDULING A COMBINED HEARING ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, (III) ESTABLISHING PLAN AND DISCLOSURE STATEMENT OBJECTION AND REPLY DEADLINES AND RELATED PROCEDURES, (IV) APPROVING THE SOLICITATION AND VOTING PROCEDURES, (V) APPROVING THE FORM AND MANNER OF THE CONFIRMATION HEARING NOTICE AND FINDING NOTICE SUFFICIENT, (VI) APPROVING NOTICE AND OBJECTION PROCEDURES FOR THE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (VII) GRANTING RELATED RELIEF

Pacifica of the Valley Corporation, the debtor and the debtor in possession (the "Debtor"), in the above-captioned chapter 11 case (the "Chapter 11 Case"), by and through its undersigned counsel, hereby files this motion (the "Motion"), pursuant to §§ 105, 1107, 1108, 1125, 1126, 1128 and 1129.[2] In support hereof, the Debtor relies upon the *Declaration of Precious Mayes in Support of Emergency First Day Motions* [Docket No. 16] (the "First Day Declaration"), and respectfully states as follows:

[1] The Debtor in this Chapter 11 Case, along with the last four digits of the Debtor's federal tax identification number, is: Pacifica of the Valley Corporation d/b/a Pacifica Hospital of the Valley (7312). The Debtor's mailing address is 9449 San Fernando Road, Sun Valley, CA 91352.

[2] Unless specified otherwise, all chapter and section references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), and all "Bankruptcy Rule" references are to the Federal Rules of Bankruptcy Procedure. All references to the Local Rules are to the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

I.

RELIEF REQUESTED

1. By this Motion, the Debtor seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"), granting the following relief:

a. scheduling a combined hearing (the "Confirmation Hearing") to consider (a) the adequacy of the *Combined Disclosure Statement and Chapter 11 Plan of Pacifica of the Valley Corporation* [Docket No. 276] (as amended, supplemented or otherwise modified from time to time, the "Combined DS and Plan", the disclosure statement portion thereof, the "Disclosure Statement," and the chapter 11 plan portion thereof, the "Plan") for December 17, 2026 at 1:00 p.m.;[3]

b. establishing a deadline for objections to the adequacy of the Disclosure Statement and confirmation of the Plan (the "Objection Deadline") and approving procedures and a deadline for the filing of a combined pleading in support of confirmation of the Plan and in reply to any objections to the Disclosure Statement or Plan (the "Reply Deadline");

c. establishing a deadline to file a plan supplement (the "Plan Supplement Filing Deadline");

d. approving the procedures for soliciting, receiving, and tabulating votes to accept or reject the Plan (the "Solicitation and Voting Procedures");

e. approving the procedures and standard assumptions used for tabulating Ballots (as defined below) (the "Tabulation Procedures");

f. approving the form of Ballots, substantially in the form attached to the Order as **Exhibits 1A** and **1B**, and the form of the Opt-In Election Form, substantially in the form attached to the Order as **Exhibit 2**;

g. approving the form and manner of the notice of the conditional approval of the Disclosure Statement, the Confirmation Hearing, and the Objection Deadline (the "Confirmation Hearing Notice"), substantially in the form attached to the Order as **Exhibit 3**, and the form and manner of the publication of the Confirmation Hearing Notice (the "Publication Notice"), substantially in the form attached to the Order as **Exhibit 4**;

h. approving the forms of notices to be sent to counterparties to Executory Contracts and Unexpired Leases that may be assumed or assumed and assigned

[3] Capitalized terms used but not otherwise defined herein shall have the meanings as ascribed to them in the Combined DS and Plan.

pursuant to the Plan (an "Assumption Notice"), and the procedures, including the applicable objection deadline, for the assumption of executory contracts and unexpired leases under the Plan (the "Executory Contract Procedures"), substantially in the form attached to the Order as **Exhibit 5**; and

i. granting related relief.

2. In connection with the foregoing, the Debtor respectfully requests that the Court approve the following schedule of proposed dates (the "Proposed Confirmation Schedule"),[4] subject to the Court's availability:

Event	Proposed Date	
Disclosure Statement Conditional Approval Objection Deadline	November 6, 2026, at 4:00 p.m.	The date by which objections to conditional approval of the disclosure statement must be filed with the Court and served so as to be **actually received** by the appropriate notice parties.
Disclosure Statement Reply Deadline	November 9, 2026, at 12:00 p.m.	The deadline by which the Debtor and any other party in interest may file replies to any objections to conditional approval of the Disclosure Statement.
Voting Record Date	November 10, 2026	The date for determining (i) which holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan, opt-in to the Third-Party Release, and receive Solicitation Packages in connection therewith, (ii) which holders of Claims and Interests in the Non-Voting Classes are entitled to opt-in to the Third-Party Release, and (iii) whether Claims have been properly assigned or transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the respective Claim.
Proposed Hearing Date for Conditional Approval of Disclosure Statement	November 10, 2026, at 3:00 p.m.	The hearing at which the Court will consider conditional approval of the Disclosure Statement for solicitation purposes and approval of the Solicitation and Voting Procedures.
Expected Entry of Conditional Approval and Procedures Order/Delivery to Claims Agent	November 11, 2026	The date on which the Debtor expects the Court to enter the Conditional Approval and Procedures Order and on which the Debtor will deliver the approved solicitation materials to the Claims Agent for service.
Deadline to Serve Notice and Solicitation Package	Four (4) business days following entry of Conditional Approval and Procedures Order	The deadline by which the Claims Agent will serve the Solicitation Packages on Holders of Claims in the Voting Classes, and the Confirmation Hearing Notice and Release Opt-In Election Form on Holders in the Non-Voting Classes and other parties in interest.

[4] The Proposed Confirmation Schedule was prepared in accordance with the expedited timeline requested by the Debtor by a separate motion to expedite filed concurrently herewith.

Event	Proposed Date	
Publication Deadline	Four (4) business days following entry of Conditional Approval and Procedures Order	The last date by which the Debtor will submit the Confirmation Hearing Notice in a format modified for publication.
Deadline to file Plan Supplement	December 3, 2026, at 4:00 p.m.	The date by which the Debtor shall file the Plan Supplement.
Deadline for Debtor or Creditors to File Rule 3018 Motions	December 3, 2026, at 4:00 p.m.	The deadline by which any creditor seeking temporary allowance of its Claim for voting purposes must file a motion pursuant to Bankruptcy Rule 3018(a).
Voting Deadline	December 10, 2026, at 4:00 p.m.	The deadline by which Ballots and Release Opt-In Election Forms must be properly completed, executed, and mailed or uploaded so that they are **actually received** by the Claims Agent.
Combined DS and Plan Objection Deadline	December 10, 2026, at 4:00 p.m.	The deadline by which objections to the Combined DS and Plan must be filed with the Court and served so as to be **actually received** by the appropriate notice parties.
Deadline to File Confirmation Brief and Other Evidence Supporting the Combined DS and Plan	December 14, 2026, at 4:00 p.m.	The deadline by which the Debtor shall file its brief in support of confirmation of the Combined DS and Plan and any other evidence in support of the Combined DS and Plan.
Deadline to File Voting Tabulation Affidavit	December 14, 2026, at 4:00 p.m.	The deadline by which the Claims Agent shall file its declaration certifying the tabulation of Ballots and Release Opt-In Election Forms.
Confirmation Hearing	December 17, 2026, at 1:00 p.m.	The date for the hearing at which the Court will consider confirmation and final approval of the Combined DS and Plan.

II.

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware* dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b).

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested are §§ 105, 1107, 1108, 1125, 1126, 1128 and 1129; Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, and 9006; and Local Rules 2002-1, 3017-1, 3017-2, 9006-1, and 9013-1(m). Pursuant to Local Rule 9013-1(f), the Debtor confirms its

consent to the Court entering a final order in connection with this Motion to the extent it is later determined that the Court, absent the consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

III.

BACKGROUND

6. On July 4, 2026 (the "Petition Date"), the Debtor commenced the Chapter 11 Case by filing a voluntary petition for relief under chapter 11. The Debtor has continued in the possession of its property and continues to operate and manage its business as a debtor in possession pursuant to §§ 1107(a) and 1108. No trustee or examiner has been appointed in the Chapter 11 Case.

7. Additional information regarding the Debtor, including its business, and the events leading to the commencement of this Chapter 11 Case, is set forth in the First Day Declaration and the Disclosure Statement and Plan.

IV.

PLAN OVERVIEW

8. As of the date hereof, the Debtor continues to operate and manage its 231-bed safety net hospital, Pacifica Hospital of the Valley (the "Hospital").

9. The Plan implements a comprehensive global settlement agreement (the "Global Settlement"), reflected in the Plan Term Sheet and Asset Purchase Transaction Terms attached to the Credit Agreement, among the Debtor, Axios Capital Solutions, LLC ("Axios"), the Debtor's prepetition secured lender and postpetition DIP lender, and the Committee. The Global Settlement provides: (i) for the sale of substantially all of the Debtor's assets (other than certain Excluded Assets) to Axios or its designee pursuant to § 363, with Axios credit bidding not less than $40 million of its claims (the "Axios Sale"); (ii) the establishment of a liquidating trust (the

"Liquidating Trust") to liquidate the Liquidating Trust Assets, prosecute retained Causes of Action, and make distributions to Holders of Allowed General Unsecured Claims and Allowed Priority Tax Claims; and (iii) a sharing of net recoveries from the Liquidating Trust Assets between the Liquidating Trust and Axios pursuant to the Sharing Agreement. The Plan proposes to pay or otherwise satisfy Allowed Administrative Claims, Allowed Secured Claims, and Allowed Priority Claims in full, and provides that Holders of Allowed General Unsecured Claims and Allowed Priority Tax Claims will receive distributions from the Liquidating Trust in accordance with the Plan and Liquidating Trust.

Class	Designation	Treatment	Entitled to Vote
Unclassified	Administrative Claims	Except to the extent that a Holder of an Allowed Administrative Claim agrees to less favorable treatment, each Holder of an Allowed Administrative Claim, other than a Professional Fee Claim, shall receive, without interest, from the Debtor, Cash equal to the Allowed amount of such Claim: (a) on or as soon as practicable after the later of (i) the Effective Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; (b) in accordance with the terms and conditions of agreements between the Holder of such Claim and the Debtor; (c) with respect to any Administrative Claims representing obligations incurred in the ordinary course of the Debtor's business, upon such regular and customary payment or performance terms as may exist in the ordinary course of the Debtor's business or as otherwise provided in the Plan; or (d) with respect to statutory fees due pursuant to 28 U.S.C. § 1930(a)(6), as and when due under applicable law.	Unclassified – not entitled to vote
Unclassified	Priority Claims	Except to the extent a Holder of an Allowed Priority Claim agrees to less favorable treatment, on the later of (i) the Effective	Unclassified – not entitled to vote

Class	Designation	Treatment	Entitled to Vote
		Date or (ii) the date such Priority Claim becomes Allowed, or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, payment from the Debtor in full in Cash in an amount equal to the Allowed amount of such Claim.	
Unclassified	Priority Tax Claims	Each Holder of a Priority Tax Claim shall have such Claim Allowed in the amount set forth in Schedule 1 hereto with the total amount of all such agreed amounts for Priority Tax Claims not to exceed $36,677,876 and approved pursuant to Bankruptcy Rule 9019 upon entry of the Confirmation Order (or such other time as the agreed amount is approved by an order of the Bankruptcy Court upon notice and an opportunity to be heard). Holders of Allowed Priority Tax Claims shall receive their pro rata share of 1/3 of the net proceeds of the Liquidating Trust's allocated portion under the Sharing Agreement over time as provided in the Liquidating Trust Agreement in full and final satisfaction, settlement, release, and discharge of their Priority Tax Claims and any liability of any current officer or director of the Debtor arising from or relating to such Priority Tax Claims, while Allowed General Unsecured Claims in Class 5 shall receive the remaining 2/3 of such net proceeds of the Liquidating Trust's allocated portion under the Sharing Agreement.	Unclassified – not entitled to vote
1	Axios Secured Claim	The Axios Secured Claim shall be Allowed in full, but upon the closing of the Axios Sale pursuant to the APA and the Axios Sale Order, shall be reduced by the Axios Credit	Impaired – entitled to vote

Class	Designation	Treatment	Entitled to Vote
		Bid Amount to the extent such amount exceeds the amount of the Axios DIP Claim. On account of any Axios Secured Claim in excess of the Axios Credit Bid Amount, Axios shall be entitled solely to its share of the net proceeds of the Liquidating Trust Assets under the Sharing Agreement in an aggregate amount (together with the Axios DIP Claim) not to exceed $15 million, and any remaining Axios DIP Claim or Axios Secured Claim in excess of $15 million in the aggregate shall constitute Assumed Axios Debt, which shall be assumed by Sun Valley and shall not be recoverable from the Debtor, the Estate, or the Liquidating Trust.	
2	Reliq Claim	The Reliq Claim shall be either: (i) in the event Axios and Reliq enter into a mutually acceptable New Lease Agreement in connection with Axios's acquisition of substantially all of the Debtor's assets, deemed fully and finally satisfied, settled, released, and discharged, and Reliq shall not be entitled to any distributions under the Plan or otherwise on account of such Reliq Claim other than the payment of its Administrative Claims under the Master Lease; or (ii) in the event Axios and Reliq do not enter into such New Lease Agreement, the Reliq Claim, or a portion or portions thereof, shall be classified and treated under the Plan as one or more of an Administrative Claim (with respect to postpetition obligations under the Master Lease), Secured Claim, General Unsecured Claim, or Subordinated Claim, as applicable, with the allowance, classification, amount, and treatment of the Reliq Claim, or any portion thereof, to be determined by further order of the Court.	Impaired – entitled to vote

Class	Designation	Treatment	Entitled to Vote
3	L.A. Care Claim	The L.A. Care Claim shall be either: (i) in the event the L.A. Care Challenge Period expires without a Challenge (or a Challenge is unsuccessful), L.A. Care shall have no Claim against the Debtor's Estate and shall not be entitled to any distributions under the Plan or otherwise; or (ii) in the event there is a successful Challenge of the L.A. Care Claim in a manner that results in L.A. Care having an Allowed Claim, such Allowed Claim is junior and subordinate to the Axios Secured Claim, which is not being satisfied in full hereunder, and thus the L.A. Care Claim shall be (a) rendered wholly unsecured pursuant to § 506(a)(1), and (b) treated as a General Unsecured Claim in Class 5.	Impaired – entitled to vote
4	Other Secured Claims	Except to the extent a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Other Secured Claim becomes Allowed, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, at the discretion of the Debtor (x) payment from the Debtor in full in Cash in an amount equal to the Allowed amount of such Other Secured Claim; (y) such other treatment sufficient to render such Other Secured Claim Unimpaired; or (z) return of the applicable collateral or authorization of a setoff in satisfaction of the Allowed amount of such Other Secured Claim.	Unimpaired – deemed to accept the Plan

Class	Designation	Treatment	Entitled to Vote
5	General Unsecured Claims	Each Holder of an Allowed General Unsecured Claim shall receive a Liquidating Trust Interest and become a Liquidating Trust Beneficiary in full and final satisfaction of its Allowed Class 5 Claim in accordance with the terms of the Sharing Agreement.	Impaired – entitled to vote
6	Insured Claims	Each Holder of an Allowed Insured Claim shall recover only from the proceeds of available insurance and shall not be entitled to any distributions from the Debtor or the Liquidating Trust.	Impaired – entitled to vote
7	Subordinated Claims	There shall be no Distribution on account of Subordinated Claims. On the Effective Date, each Subordinated Claim shall be cancelled, released, and extinguished, and each Holder of a Subordinated Claim shall not be entitled to, and shall not receive or retain, any property or interest in property on account of such Subordinated Claim.	Impaired – deemed to reject the Plan
8	Interests	There shall be no Distribution on account of Interests. Upon the Effective Date, all Interests will be deemed cancelled and will cease to exist.	Impaired – deemed to reject the Plan

10. Based on the foregoing, the Debtor proposes to solicit votes to accept or reject the Plan from Holders of Claims in Classes 1, 2, 3, 5, and 6 (the "Voting Classes"). The Debtor does not propose to solicit votes from Holders of Claims and Interests in Classes 4, 7, and 8 (each a "Non-Voting Class" and collectively, the "Non-Voting Classes") because they are either unimpaired and conclusively presumed to accept the Plan, or impaired and deemed to reject the Plan, as applicable. The Debtor is not required to solicit votes from the Non-Voting Classes under § 1126.

11. The Proposed Confirmation Schedule above sets forth the timetable for the Chapter 11 Case, including with respect to the solicitation, confirmation, and consummation of the Plan. The Debtor respectfully submits that the timetable in the Proposed Confirmation Schedule will allow the Debtor to move through the Chapter 11 Case to an expeditious resolution, consummate the Axios Sale and the Plan, and support the continued operation of the Hospital as a going concern.

12. The Debtor submits that confirming the Plan on the Proposed Confirmation Schedule is in the best interests of the Debtor, its estate, and all stakeholders; accordingly, the Motion should be approved.

V.

BASIS FOR RELIEF

A. THE COURT SHOULD APPROVE THE DISCLOSURE STATEMENT AT THE CONFIRMATION HEARING.

13. Section 1125(b) provides that acceptance or rejection of a plan may not be solicited after the commencement of a chapter 11 case unless, at the time of or before such solicitation, the plan or a summary of the plan and a written disclosure statement approved by the court as containing "adequate information" is transmitted to the solicited holder. *See* 11 U.S.C. §§ 1125(a)(1) (defining "adequate information"), 1125(b). Section 105(d)(2)(B)(vi) further authorizes the Court to combine the hearing on approval of a disclosure statement with the hearing on confirmation of the related plan, and Local Rule 3017-2 contemplates conditional approval of a disclosure statement for solicitation purposes in connection with such a combined hearing. Accordingly, the Debtor requests that the Court conditionally approve the Disclosure Statement as containing adequate information for purposes of soliciting votes on the Plan, subject to final

approval at the Confirmation Hearing, at which the Debtor will request that the Court find on a final basis that the Disclosure Statement contains "adequate information" as defined in § 1125(a).

14. As will be demonstrated at the Confirmation Hearing, the Disclosure Statement contains "adequate information" as defined in § 1125(a) because it is both extensive and comprehensive and includes sufficient detail for a Holder of a Claim in the Voting Classes to make an informed decision concerning whether to vote to accept or reject the Plan. The Disclosure Statement must, as a whole, provide information that is reasonably practicable to permit an informed judgment by impaired creditors entitled to vote on the Plan. *See Krystal Cadillac-Oldsmobile GMC Truck, Inc. v. Gen. Motors Corp.*, 337 F.3d 314, 321 (3d Cir. 2003); *Century Glove, Inc. v. First Am. Bank of N.Y.*, 860 F.2d 94, 100 (3d Cir. 1988) ("[Section] 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote."). Essentially, a disclosure statement "must clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it, and what contingencies there are to getting its distribution." *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D.N.H. 1991). While the determination of what constitutes "adequate information" is based upon the facts and circumstances of each case and is largely within the discretion of the bankruptcy court, the critical focus is on whether sufficient information is provided to enable parties to vote in an informed way, and that standard is easily met here. *See* 11 U.S.C. § 1125(a)(1) ("'[A]dequate information' means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records[...]."); *In re Lisanti Foods, Inc.*, 329 B.R. 491, 507 (D.N.J. 2005) ("Section 1125 affords the Bankruptcy Court substantial discretion in considering the adequacy of a disclosure statement."), *aff'd*, 241 F. App'x 1 (3d Cir. 2007); *see also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) ("From the legislative

history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case."); *First Am. Bank of N.Y. v. Century Glove, Inc.*, 81 B.R. 274, 279 (D. Del. 1988) (noting that adequacy of disclosure for a particular debtor will be determined based on how much information is available from outside sources); S. Rep. No. 95-989, at 121 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5787, 5907 ("The information required will necessarily be governed by the circumstances of the case.").

15. Specifically, the Disclosure Statement contains a number of categories of information that courts consider "adequate information," including, without limitation:

Category	**Description**	**Location in Combined DS and Plan**
Voting Procedures and Requirements	A description of the procedures for soliciting votes to accept or reject the Plan and voting on the Plan.	§ 6
Confirmation Procedures	Confirmation procedures and statutory requirements for confirmation and consummation of the Plan.	§ 6
Feasibility Analysis	An overview of the Liquidating Trustee's ability to carry out its duties and obligations under the Plan.	§ 6
Business Overview and Debtor's Corporate and Capital Structure	An overview of the Debtor's prepetition business and operations, organizational structure, and prepetition debt structure.	§ 4
Overview of the Chapter 11 Case, including Circumstances Leading to the Chapter 11 Case	An overview of (i) the prepetition challenges faced by the Debtor's business, the Debtor's response thereto, and the Debtor's efforts to continue operations while developing the Plan; and (ii) material events that have occurred during the Chapter 11 Case.	§§ 4, 5
Certain Factors to be Considered	An overview of certain risks associated with the Plan and the transactions contemplated thereunder, forward-looking statements within the Disclosure Statement, and an overall disclaimer	§ 17

	regarding the information provided in the Disclosure Statement.	
Certain Securities Laws Matters	A description of the applicability of § 1145 to the Liquidating Trust Interests to be distributed under the Plan.	§ 20.11
Certain United States Federal Income Tax Consequences of the Plan	A description of certain U.S. federal income tax law consequences of the Plan.	§ 17.2
Conclusion and Recommendation	A recommendation by the Debtor to Holders of Claims in the Voting Classes to vote to accept the Plan.	§ 21
Liquidation Analysis	An analysis of the Debtor's best estimate of recoveries by Holders of Claims if the Chapter 11 Case were converted to a case under chapter 7 is included in the Combined DS/Plan.	§ 6.8, Exhibit 1
Means for Implementation of the Plan	A description of the global settlement among the Debtor, Axios, and the Committee, the Axios Sale, the Sharing Agreement, the formation and administration of the Liquidating Trust, and the liquidation of assets and prosecution of claims.	§§ 10, 11
Exculpations, Injunctions, and Releases	A description of the exculpation, Debtor/Estate Release, Third Party Release (including the Release Opt-In Election Form), and injunction provisions of the Plan.	§ 16

16. In addition, the Combined DS and Plan is the product of extensive negotiations among the Debtor, Axios, and the Committee, and implements the Global Settlement Agreement reflected in the Plan Term Sheet. Accordingly, the Debtor submits that the Disclosure Statement contains adequate information within the meaning of § 1125(a) and requests that it be conditionally approved for solicitation purposes and approved on a final basis at the Confirmation Hearing.

B. THE COURT SHOULD APPROVE THE PROPOSED CONFIRMATION SCHEDULE AND PROPOSED CONFIRMATION HEARING AND NOTICE.

17. **The Court Should Approve a Combined Hearing**. Section 105 authorizes the Court to issue an order providing that "the hearing on approval of the disclosure statement may be combined with the hearing on confirmation of the plan" where the Court deems a combined hearing "appropriate to ensure that the case is handled expeditiously and economically." 11 U.S.C. § 105(d)(2)(B)(vi); *see also In re Gulf Coast Oil Corp.*, 404 B.R. 407, 425 (Bankr. S.D. Tex. 2009) ("Section 1125(f) authorizes combined plans and disclosure statements in small business cases and § 105(d) authorizes the court to combine them in other cases."). Moreover, Local Rule 3017-2 expressly authorizes a plan proponent to request conditional approval of a combined disclosure statement and plan and a combined hearing on final approval of the disclosure statement and confirmation of the plan. The Debtor's request for a combined hearing will facilitate an expeditious and efficient process that will promptly permit the Debtor to consummate the Axios Sale and the Plan. Courts in this District have routinely conditionally approved combined disclosure statements and liquidating plans and scheduled combined hearings under similar circumstances. *See, e.g.*, *In re Searles Valley Minerals Inc.*, No. 26-10966 (BLS) (Bankr. D. Del. Oct. 15, 2026) (approving combined hearing on plan and disclosure statement); *In re Meyer Burger (Holding) Corp.*, No. 25-11217 (CTG) (Bankr. D. Del. March 5, 2026) (same); *In re Meier's Wine Cellars Acquisition, LLC*, No. 24-11575 (MFW) (Bankr. D. Del. Jan. 16, 2025) (same); *In re ICON Aircraft, Inc.*, No. 24-10703 (CTG) (Bankr. D. Del. June 3, 2024) (same); *In re Casa Systems, Inc.*, No. 24-10695 (KBO) (Bankr. D. Del. Apr. 26, 2024) (same); *In re Ruby Pipeline, L.L.C.*, No. 22-10278 (CTG) (Bankr. D. Del. Dec. 20, 2022) (same); *In re Reverse Mortg. Inv. Tr. Inc.*, No. 22-11225 (MFW) (Bankr. D. Del. 2022) (same).

18. The Debtor seeks a Confirmation Hearing to consider final approval of the Disclosure Statement and confirmation of the Plan, to be held, subject to the Court's availability, on December 17, 2026.

19. The Debtor submits that a combined hearing on the Disclosure Statement and Plan would promote judicial economy and expedite the administration of the Chapter 11 Case for the benefit of the Debtor's creditors, patients, vendors, and employees.

20. Accordingly, the Debtor requests that the Court schedule a single Confirmation Hearing to consider the Disclosure Statement and Plan. In so doing, the Court will enable the Debtor to minimize the administrative costs of the Chapter 11 Case and preserve value for the Debtor's creditors, as other courts in this district have acknowledged by granting similar relief.

21. **The Court Should Approve the Proposed Schedule for the Confirmation Hearing**. Bankruptcy Rules 2002(b) and 3017(a) require that the Debtor provide twenty-eight (28) days' notice by mail to all creditors, equity security holders, and other parties in interest of the time fixed for filing objections to approval of a disclosure statement or confirmation of a plan of reorganization, subject to this Court's discretion to shorten such period under Bankruptcy Rule 9006(c)(1). Section 1128(a) further provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan." Local Rule 3017-1 provides that "[u]nless ordered otherwise, the notice served under Fed. R. Bankr. P. 2002(b) and 3017 must provide at least 35 days' notice of the disclosure statement hearing and at least 28 days' notice of the deadline to object to approval of the disclosure statement." Local Rule 3017-1. Additionally, § 105(d)(2)(B)(vi) permits the Court to combine the hearing on the adequacy of a disclosure statement with the hearing on confirmation of the related plan. *See* 11 U.S.C. § 105(d)(2)(B)(vi).

22. The Debtor respectfully submits that it is appropriate to set the Confirmation Hearing, subject to the Court's availability, no later than December 17, 2026, for at least three reasons. First, the milestones set forth in the Credit Agreement and the Final DIP Order require the Debtor to obtain confirmation of the Plan on or before December 8, 2026. The Debtor therefore requests that the Court set the Confirmation Hearing no later than December 17, 2026 to enable the Debtor to meet the deadlines set forth in the Credit Agreement.

23. Second, the proposed schedule is appropriate because it provides parties in interest with sufficient notice of, and opportunity to evaluate, the Combined DS and Plan. The Debtor proposes to serve the Solicitation Packages and the Confirmation Hearing Notice within four (4) business days following entry of the Conditional Approval and Procedures Order, which will provide Holders of Claims and Interests with more than twenty-eight (28) days' notice of the Objection Deadline and the Confirmation Hearing. In addition, the Combined DS and Plan implements a global settlement among the Debtor, Axios, and the Committee—the Debtor's principal economic stakeholders—as reflected in the Plan Term Sheet. Accordingly, there is no reason to delay consideration of final approval of the Disclosure Statement and confirmation of the Plan.

24. Third, a combined hearing on the Disclosure Statement and Plan will allow the Debtor to consummate the Axios Sale and the Plan expeditiously, preserve and maximize value for all parties, and ensure minimal disruption to the operation of the Hospital and patient care. The proposed schedule will also serve to minimize administrative expenses—thereby benefiting parties in interest in the Chapter 11 Case.

25. The proposed schedule complies with Local Rule 3017-2, which requires that notice of the deadline to object to final approval of the adequacy of the Disclosure Statement and

confirmation of the Plan comply with Bankruptcy Rule 2002(b), and that the combined hearing be held at least seven (7) days after such deadline, unless the Court orders otherwise. *See* Del. Bankr. L.R. 3017-2(b). In addition, pursuant to Bankruptcy Rule 3020(b)(2), "[i]f no objection is timely filed, the [C]ourt may determine that the plan has been proposed in good faith and not by any means forbidden by law without receiving evidence on such issues." Fed. R. Bankr. P. 3020(b)(2). The Confirmation Hearing may be adjourned or continued from time to time by the Court or the Debtor without further notice other than adjournments announced in open Court or as indicated in any notice of agenda of matters scheduled for hearing filed with the Court.

26. The Debtor also requests that the Court set the Objection Deadline for filing responses or objections to approval of the Disclosure Statement or confirmation of the Plan as December 10, 2026, at 4:00 p.m. (prevailing Eastern Time). The proposed Objection Deadline will provide Holders of Claims and Interests with sufficient notice of the deadline, while still affording the Debtor and any parties in interest time to file a reply brief and attempt to consensually resolve as many of those objections as possible.

27. The Debtor further requests that the Court require any responses or objections to either approval of the Disclosure Statement or confirmation of the Plan to: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) state the name and address of the objecting party and the amount and nature of the claim or interest beneficially owned by such entity; (iv) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to either the Disclosure Statement or Plan that would resolve such objections; and (v) be filed with the Court with proof of service thereof and served on the following parties (the "Notice Parties") so as to be actually received by the Objection Deadline. The Notice Parties are: (a) the Debtor c/o Berkeley Research Group, LLC, 1800 M Street NW, Second Floor,

Washington, DC 20036, Attn: Peter Chadwick (pchadwick@thinkbrg.com); (b) counsel for the Debtor, (1) (a) Dentons US LLP, 601 S. Figueroa St., Suite 2500, Los Angeles, CA 90017, Attn: Tania M. Moyron (tania.moyron@dentons.com) and Samuel Maizel (samuel.maizel@dentons.com) and (b) and Dentons US LLP, 1221 Avenue of the Americas, New York, NY 10020-1089, Attn: John D. Beck (john.beck@dentons.com) and Geoffrey Miller (geoffrey.miller@dentons.com) and (2) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19899, Attn: Laura Davis Jones (ljones@pszjlaw.com); and (c) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Hannah J. McCollum (hannah.mccollum@usdoj.gov).

28. In addition, the Debtor requests that it (and other parties that support the Plan, including Axios and the Committee) be permitted to file a combined brief in support of confirmation of the Plan and final approval of the Disclosure Statement, as well as replies to any objections or responses to approval of the Disclosure Statement and/or confirmation of the Plan received by the Objection Deadline, by December 14, 2026, at 4:00 p.m. (prevailing Eastern Time).

29. Given the circumstances of the Chapter 11 Case, the relief requested herein is appropriate and consistent with Bankruptcy Rule 9006(c)(1). The relief requested will assist the Debtor in moving toward expeditious confirmation of the Plan and implementation of the transactions contemplated thereby, with the least possible disruption or harm to its business, for the benefit of all stakeholders.

30. **The Court Should Approve the Form and Manner of Notice of the Confirmation Hearing**. A debtor is typically required to provide notice of a hearing to consider the adequacy of the disclosure statement and a hearing to consider confirmation of a plan to all

creditors, equity security holders, and the U.S. Trustee. *See* Bankruptcy Rules 2002(b), 3017(d). Additionally, Bankruptcy Rule 2002(f)(1) provides that notice of "the order for relief" shall be sent by mail to all creditors. Fed. R. Bankr. P. 2002(f)(1). Bankruptcy Rule 2002(d) similarly provides that, unless otherwise ordered by the court, notice of the "order for relief" shall be given to all of the Debtor's equity security holders. Fed. R. Bankr. P. 2002(d).

31. To reduce administrative costs and expedite the Chapter 11 Case, the Debtor is seeking this Court's approval to serve the Confirmation Hearing Notice on all creditors, equity security holders, and the office of the United States Trustee for Region 3 (the "U.S. Trustee"). The Debtor requests approval of the Confirmation Hearing Notice, substantially in the form attached to the Order as **Exhibit 3**, and the Publication Notice, substantially in the form attached to the Order as **Exhibit 4**.

32. In accordance with Bankruptcy Rules 2002 and 3017(d), the Confirmation Hearing Notice will: (a) provide notice of the Court's conditional approval of the Disclosure Statement; (b) provide a brief summary of the Plan; (c) disclose the date and time of the Confirmation Hearing; (d) disclose the date and time of the Objection Deadline and the procedures for objecting to the Disclosure Statement and the Plan; and (e) provide instructions for obtaining copies of the Combined DS and Plan.

33. The Confirmation Hearing Notice will be served upon all known Holders of Claims against or Interests in the Debtor, which service will occur no later than four (4) business days following entry of the Order, or as soon as reasonably practicable thereafter. The Confirmation Hearing Notice likewise will be served upon both the Voting Classes and Non-Voting Classes, and Holders in the Non-Voting Classes will also receive a Release Opt-In Election Form.

34. In addition, Bankruptcy Rule 2002(l) permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." The Debtor requests that the Court authorize it, in its sole discretion, to provide the Publication Notice as soon as reasonably practicable following the entry of the Order in the Los Angeles Times and Wall Street Journal to inform (a) those creditors who are unknown to, or not reasonably ascertainable by, the Debtor and (b) those creditors with potential claims unknown to the Debtor. *See* Fed. R. Bankr. P. 2002(l). In addition, the Debtor will cause the Confirmation Hearing Notice to be posted electronically on the case website maintained by the Claims Agent at https://www.veritaglobal.net/pacificaofthevalley.

35. To provide another layer of notice to parties in interest in the Chapter 11 Case, the Debtor will post to the Claims Agent's website various chapter 11 documents, including the following: (i) Combined DS and Plan and all exhibits thereto; this Motion and any orders entered in connection with this Motion; and the Confirmation Hearing Notice.

36. Therefore, the Debtor respectfully submits that the proposed service of the Confirmation Hearing Notice will provide sufficient notice to all parties in interest in the Chapter 11 Case of the commencement of such cases, the date, time, and place of the Confirmation Hearing, and the procedures for objecting to the adequacy of the Disclosure Statement or the confirmation of the Plan.

C. THE COURT SHOULD APPROVE THE SOLICITATION PROCEDURES.

37. Section 1126(f) states that "a class that is not impaired under a plan . . . [is] conclusively presumed to have accepted the plan, and solicitation of acceptances with respect to such class from the holders of claims or interests of such class is not required." 11 U.S.C. § 1126(f). Additionally, § 1126(g) states that "a class is deemed not to have accepted a plan if such plan provides that the claims or interests of such class do not entitle the holders of such claims or

interests to receive or retain any property under the plan on account of such claims or interests." *Id.* § 1126(g).

38. As set forth above, the Plan provides that Class 4 is unimpaired (the "Unimpaired Class"). Pursuant to § 1126(f), the Holders of Claims in the Unimpaired Class are conclusively presumed to have accepted the Plan and thus are not entitled to vote. Accordingly, the Debtor does not propose to solicit votes from such Holders. Nor does the Debtor propose to solicit votes from Holders of Claims or Interests in Classes 7 and 8 (the "Rejecting Classes"), which will not receive or retain any property under the Plan and are therefore deemed to reject the Plan. *See* 11 U.S.C. § 1126(g).

39. With respect to the Unimpaired Class and the Rejecting Classes, the Solicitation Procedures proposed by the Debtor and described herein comply with the Bankruptcy Code and should be approved. The Debtor respectfully requests that the Court approve the Solicitation Procedures with respect to these classes.

40. **Solicitation of Voting Classes**. Section 1125(b) provides that, after the commencement of a chapter 11 case, acceptance or rejection of a plan may not be solicited from a holder of a claim or interest unless, at the time of or before such solicitation, there is transmitted to such holder the plan or a summary of the plan and a written disclosure statement approved by the court as containing adequate information. 11 U.S.C. § 1125(b).

41. Upon entry of the Conditional Approval and Procedures Order, the Debtor will commence solicitation of the Voting Classes in accordance with the Solicitation Procedures described herein, consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Specifically, within four (4) business days following entry of the Order, the Debtor will cause the Claims Agent to distribute solicitation packages (the "Solicitation Packages") to the Holders of

Claims in the Voting Classes. Each Solicitation Package will contain (i) the Combined DS and Plan, together with the exhibits thereto; (ii) the Conditional Approval and Procedures Order; (iii) the Confirmation Hearing Notice; (iv) a Ballot, including voting instructions and a pre-addressed return envelope, substantially in the form attached to the Order at **Exhibits 1A** and **1B** (the "Ballots"); (v) a Release Opt-In Election Form; and (vi) such other materials as the Court may direct or approve or that the Debtor deems appropriate.

42. Holders in the Voting Classes will be directed in the Combined DS and Plan and the applicable Ballot to complete, date, and properly execute their Ballots and to deliver them to the Claims Agent either (a) by mail to Pacifica Claims Processing Center c/o KCC dba Verita, 100 N. Pacific Coast Highway, Suite 100, El Segundo, CA 90245, or (b) by uploading the Ballot on the Claims Agent's online balloting platform at https://www.veritaglobal.net/pacificaofthevalley, so that it is actually received on or before December 10, 2026, at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline") in order to be counted. Release Opt-In Election Forms must likewise be received by the Claims Agent by the Voting Deadline. Holders of Claims and Interests in Classes presumed to accept the Plan under § 1126(f), or deemed to reject the Plan under § 1126(g), will not receive a Solicitation Package, but will receive the Confirmation Hearing Notice and a Release Opt-In Election Form.

43. The Debtor submits that the proposed solicitation of votes on the Plan following conditional approval of the Disclosure Statement complies with §§ 1125 and 1126 and Bankruptcy Rules 3017 and 3018.

44. Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims and interests for the purpose of soliciting their votes to accept or reject a plan of reorganization. Bankruptcy Rule 3017(e) provides that "the court must . . . determine the adequacy

of the procedures for sending the documents and information listed in (d)(1) to beneficial holders of stock, bonds, debentures, notes, and other securities; and issue any appropriate orders." Fed. R. Bankr. P. 3017(e). As set forth herein, the Solicitation Procedures comply with the Bankruptcy Code and the Bankruptcy Rules. Accordingly, the Debtor seeks approval of such Solicitation Procedures.

45. Indeed, similar procedures have been approved in other chapter 11 cases in this District. *See*, *e.g.*, *In re View, Inc.*, No. 24-10692 (CTG) [D.I. 201] (Bankr. D. Del. May 20, 2024) (approving solicitation procedures and deadlines similar to those utilized here); *In re Secure Home Holdings LLC*, No. 21-10745 (JKS) [D.I. 170] (Bankr. D. Del. May 25, 2021) (same); *In re TNT Crane & Rigging, Inc.*, Case. No. 20-11882 (BLS) [D.I. 71] (Bankr. D. Del. Aug. 25, 2020) (same); *In re Pace Industries*, No. 20-10927 (MFW) [D.I. 79] (Bankr. D. Del. Apr. 15, 2020) (same).

46. **Voting Record Date**. Bankruptcy Rule 3017(d) provides that, for purposes of solicitation, the holders of record entitled to receive solicitation materials are determined as of the date the order approving the disclosure statement is entered or another date fixed by the court. *See* Fed. R. Bankr. P. 3017(d); *see also* Fed. R. Bankr. P. 3018(a). The Debtor requests that the Court establish November 10, 2026, as the Voting Record Date for determining which Holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan. The Ballots will require each Holder completing a Ballot to certify the amount of its Claim as of the Voting Record Date.

47. **Voting Deadline**. Bankruptcy Rule 3017(c) provides that, on or before approval of a disclosure statement, the court shall fix a time within which holders of claims and interests may accept or reject the plan. *See* Fed. R. Bankr. P. 3017(c). The Debtor requests that the Court fix the Voting Deadline as December 10, 2026, at 4:00 p.m. (prevailing Eastern Time).

48. The Debtor respectfully submits that the proposed solicitation period, which will run from service of the Solicitation Packages within four (4) business days following entry of the Order through the Voting Deadline, will provide Holders of Claims in the Voting Classes with adequate time to consider the Combined DS and Plan and submit a Ballot. Moreover, the Combined DS and Plan is the product of extensive arm's-length negotiations among the Debtor, Axios (the Holder of the Class 1 Claim), and the Committee, which represents the interests of Holders of General Unsecured Claims in Class 5.

49. **The Ballots, Solicitation Package, Additional Materials, and Transmittal Thereof**. Bankruptcy Rule 3017(d) requires the Debtor to transmit a form of ballot, which substantially conforms to Official Form No. 314, only to "creditors and equity security holders entitled to vote on the plan." Fed. R. Bankr. P. 3017(d). Bankruptcy Rule 3018(c) provides that "[a]n acceptance or rejection must . . . be in writing; identify the plan or plans [accepted or rejected]; be signed by the creditor or equity security holder—or an authorized agent; and conform to Form 314." Fed. R. Bankr. P. 3018(c).

50. The Debtor will cause the Solicitation Packages to be transmitted to Holders of Claims in the Voting Classes by first-class mail, electronic mail, or via facsimile. The Solicitation Packages will contain the Ballots and the Combined DS and Plan with the exhibits thereto. Copies of the Combined DS and Plan will also be available free of charge on the Claims Agent's website at https://www.veritaglobal.net/pacificaofthevalley, and any party in interest may request a hard copy by calling the Claims Agent at (888) 249-2792 (U.S./Canada) or +1 (310) 751-2607 (International).

51. The Ballots to be used in the Solicitation Packages are based on Official Form No. 314 and have been modified, as applicable, to address the particular circumstances of the Chapter

11 Case to include certain information that the Debtor believes is relevant and appropriate for Holders of Claims entitled to vote to accept or reject the Plan. *See* Fed. R. Bankr. P. 3017(d). The forms of the Ballots to be used in the solicitation are attached as **Exhibits 1A** and **1B** to the Order. The Debtor respectfully submits that each form of Ballot complies with the Bankruptcy Rules and, therefore, should be approved.

52. **Vote Tabulation**. The Bankruptcy Code states that "[a] class of claims has accepted a plan if such plan has been accepted by creditors . . . that hold at least two-thirds in amount and more than one-half in number of the allowed claims of such class . . . that have accepted or rejected such plan." 11 U.S.C. § 1126(c); *see also* Fed. R. Bankr. P. 3018(a).

53. The Debtor requests that the Court approve the Tabulation Procedures, which include the following standard assumptions to tabulate the Ballots, subject to the Debtor's right to waive any of the below specified requirements for the completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Local Rules:[5]

Votes Not To Be Counted	• Any Ballot that partially rejects and partially accepts the Plan. • Any Ballot not marked to accept or reject the Plan, or any Ballot marked both to accept and reject the Plan. • Any unsigned Ballot or Ballot lacking an original signature. • Any Ballot that is illegible or contains insufficient information to permit identification of the Holder of the Claim.

[5] The Claims and Notice Agent will file a declaration regarding the solicitation of votes and tabulation of Ballots cast with respect to the Plan (the "Voting Report"). The Voting Report shall, among other things, set forth any aggregation of votes, as well as delineate every Ballot that did not conform to the voting instructions or that contained any form of irregularity, including, but not limited to, those Ballots that were late, (in whole or in material part) illegible, unidentifiable, lacking signatures, lacking necessary information, received via facsimile, or damaged (collectively, in each case, the "Irregular Ballots"). The Voting Report shall indicate the Debtors' intentions with regard to each Irregular Ballot.

	• Ballots sent to the Debtor, the Debtor's agents (other than the Claims Agent), or the Debtor's financial or legal advisors. • Ballots sent by facsimile or email. • Any Ballot cast by a Person or Entity that does not hold a Claim in a Class entitled to vote on the Plan. • Any Ballot submitted by any Person or Entity not entitled to vote pursuant to the Solicitation Procedures.
No Vote Splitting	• Holders will be required to vote all of their Claims within a particular Class either to accept or reject the Plan and will not be permitted to split any votes.
Vote Aggregation	• Separate Claims held by a single creditor in a particular Class may be aggregated and treated as if such creditor held one Claim in such Class, in which case all votes related to such Claim will be treated as a single vote to accept or reject the Plan; provided, however, that if separate affiliated entities, including any funds or accounts advised or managed by the same entity or by affiliated entities, hold Claims in a particular Class, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in such Class, and the vote of each affiliated entity or managed fund or account will be counted separately as a vote to accept or reject the Plan.

54. Additionally:

a. If an objection has not been filed to a Claim, the amount of such Claim for voting purposes shall be the non-contingent, liquidated and undisputed Claim or Interest amount contained on a timely filed Proof of Claim or, if no Proof of Claim was timely filed, the non-contingent, liquidated and undisputed amount of such Claim listed in the Schedules;

b. If a claim for which a proof of claim has been timely filed for unknown or undetermined amounts, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at $1.00;

c. If a claim for which a proof of claim has been timely in the amount of $0.00, such Claim shall not be entitled to vote;

d. Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased one or more Claims for the same obligation within the same voting Class shall be provided with only one Solicitation Package and one Ballot

for voting a single Claim in such Class, regardless of whether the Debtor has objected to such duplicate Claims;

e. Except to the extent the Debtor otherwise determines, no party may change its vote after its Ballot has been delivered to the Voting Agent unless the Holder of the Claim or Interest files a motion pursuant to Bankruptcy Rule 3018;

f. If a proof of claim has been amended by a later proof of claim that is filed on or prior to the Voting Record Date, the later filed amending proof of claim shall be entitled to vote in a manner consistent with these procedures, and the earlier filed proof of claim shall be disallowed for voting purposes, regardless of whether the Debtor has objected to such amended proof of claim. Except as otherwise ordered by this Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these procedures;

g. If multiple Ballots are received from the same holder with respect to the same Claim prior to the Voting Deadline, the last properly executed, timely submitted electronic Ballot will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot. If no such electronic Ballot submission is made, the last properly executed, timely submitted paper Ballot will be deemed to reflect that voter's intent and will supersede and revoke any prior paper Ballot submission;

h. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtor, must submit proper evidence, satisfactory to the Debtor, of such person's authority to so act in such capacity;

i. The Debtor, subject to contrary order of the Court and in consultation with Axios and the Committee, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtor may, in its discretion and in consultation with Axios and the Committee, reject any such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Plan;

j. Unless otherwise ordered by the Court and in consultation with Axios and the Committee, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtor, which determination shall be final and binding;

k. Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;

l. Neither the Debtor nor any other person or entity will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification; and

m. The Ballot does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of a Claim.

55. As described above, the Debtor proposes to use standard tabulation procedures in tabulating votes, and the proposed Tabulation Procedures are consistent with those previously approved in cases in this District. *See*, *e.g.*, *In re View, Inc.*, No. 24-10692 (CTG) [D.I. 201] (Bankr. D. Del. May 20, 2024) (approving tabulation procedures similar to those utilized here); *In re Secure Home Holdings LLC*, No. 21-10745 (JKS) [D.I. 170] (Bankr. D. Del. May 25, 2021) (same); *In re Pennsylvania Real Estate Investment Trust*, No. 20-12737 [D.I. 83] (Bankr. D. Del. Nov. 3, 2020) (same); *In re Pyxus Int'l, Inc.*, No. 20-11570 (LSS) [D.I. 83] (Bankr. D. Del. June 17, 2020) (approving vote tabulation procedures substantially similar to those utilized here); *In re Anna Holdings, Inc*., No. 19-12551 (CSS) [D.I. 98] (Bankr. D. Del. Dec. 3, 2019) (same); *In re Blackhawk Mining LLC,* No. 19-11595 (LSS) [D.I. 75] (Bankr. D. Del. July 22, 2019) (same). These procedures are consistent with § 1126(c) and Bankruptcy Rule 3018(a).

56. **Approval of the Release Opt-In Election Form**. The Debtor has proposed third-party releases that are strictly consensual and will bind only those parties that affirmatively opt in to such releases. Accordingly, the proposed releases comply with the formulation recognized as permissible under *Harrington v. Purdue Pharma L.P.*, which held that the Bankruptcy Code does not authorize a bankruptcy court to approve non-consensual releases or injunctions that extinguish claims against non-debtor third parties without the consent of the affected claimants. *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204, 215 (2024). Because the releases here require express, affirmative consent, they do not implicate the concerns identified in *Purdue* and are properly included in the Debtor's proposed voting procedures. *See id.*; *see also In re Smallhold, Inc.*, 665

B.R. 704, 717 (Bankr. D. Del. 2024) ("As a general proposition, creditors must affirmatively express consent to the release in order to be bound by it.").

57. The Release Opt-In Election Form affords parties in interest a clear and affirmative opportunity to elect whether they wish to grant the third-party releases. The form is structured to require an express, voluntary indication of consent and does not presume acceptance through inaction. The notices and descriptions of the applicable releases are prominently displayed, written in plain and conspicuous language, and specifically designed to stand out so that recipients are fully informed of the nature and consequences of granting such releases. The ballot materials clearly explain that granting the release is optional and that a holder's decision whether or not to opt in will not affect the allowance of its Claim or its entitlement to distributions under the Plan.

58. The Debtors respectfully submit that the Opt-In Release Form, substantially in the form attached to the Order as **Exhibit 2**, provides adequate and appropriate notice, satisfies the requirements of the Bankruptcy Rules, and comports with applicable law governing consensual third-party releases.[6] Because the form ensures that any release is the product of an informed and affirmative election, the Debtors submit that it is procedurally proper and should be approved.

59. **Securities Law Matters**. To the extent the Liquidating Trust Interests to be distributed to Holders of Allowed General Unsecured Claims are deemed or asserted to constitute securities, the Plan provides that such interests and the issuance and distribution thereof shall be exempt from Section 5 of the Securities Act of 1933 (the "Securities Act"), if applicable, and from any state or federal securities laws requiring registration, and shall otherwise enjoy all exemptions available for distributions of securities under a plan in accordance with applicable law, including

[6] The law regarding permissible releases after the Purdue decision continues to evolve. The adoption of an "opt-in" mechanic in the Chapter 11 Cases shall not be deemed an admission or commentary on alternative approaches in future chapter 11 cases.

§ 1145. In addition, because the Debtor will solicit votes on the Plan only after the Court's conditional approval of the Disclosure Statement, the solicitation will be conducted in accordance with § 1125(b), and the Plan provides that each Exculpated Party shall be entitled to the protections of § 1125(e).

60. **Waiver of Certain Solicitation Package Mailing Requirements**. The Debtor respectfully requests that the Court waive the requirement that it mail a copy of the Solicitation Package to Non-Voting Holders. *See* Fed. R. Bankr. P. 3017(d) (requiring transmission of a court-approved disclosure statement to, *inter alia*, classes of unimpaired creditors and equity security holders unless the court orders otherwise); *see also* 11 U.S.C. §§ 1126(f)–(g) (providing that solicitation of parties either presumed to accept or deemed to reject is unnecessary).

61. Similar waivers to those requested by the Debtor have been granted in other chapter 11 cases in this District. *See, e.g., In re Searles Valley Minerals*, No. 26-10966 (BLS) [D.I. 426] (Bankr. D. Del. Oct. 15, 2026) (approving solicitation procedures where non-voting claim holders would only receive copies of the plan, opt-out form, and all other documents in the cases upon request); *In re Alachua Gov. Servs., Inc.*, No. 25-11289 (JKS) [D.I. 691] (Bankr. D. Del. June 5, 2026) (approving solicitation procedures where non-voting claim holders received only a notice of non-voting status); *In re Impac Mortgage* Holdings, No. 26-10593 (CTG) [D.I. 86] (Bankr. D. Del. April 29, 2026); *In re Meyer Burger (Holding) Corp.*, No. 25-11217 (CTG) [D.I. 475] (Bankr. D. Del. March 5, 2026) (approving solicitation procedures where non-voting claim holders received only a notice of non-voting status and combined hearing notice); *In re View, Inc.*, No. 24-10692 (CTG) [D.I. 68] (Bankr. D. Del. April 4, 2024); *In re Pennsylvania Real Estate Investment Trust*, No. 20-12737 [D.I. 83] (Bankr. D. Del. Nov. 3, 2020); *Pyxus Int'l, Inc.*, No. 20-11570 (LSS)

[D.I. 83] (Bankr. D. Del. June 17, 2020); *In re Skillsoft Corp.*, No. 20-11532 (MFW) [D.I. 82] (Bankr. D. Del. June 16, 2020).

62. The Plan provides that, except for Classes 1, 2, 3, 5, and 6, the remaining Classes are either the Unimpaired Class or Rejecting Classes. Pursuant to §§ 1126(f) and (g), Holders of Claims and Interests in the Non-Voting Classes (the "Non-Voting Holders") will not be solicited. The Debtor is making this request to avoid unnecessary expense.

63. In lieu of furnishing each of the Non-Voting Holders with a copy of the Combined DS and Plan, the Debtor proposes to serve such Non-Voting Holders by mail with the Confirmation Hearing Notice and a Release Opt-In Election Form. The Confirmation Hearing Notice sets forth, among other things, a summary of the Plan and the treatment of such Non-Voting Holders' Claims or Interests, the manner in which a copy of the Combined DS and Plan may be obtained, and the manner in which such Non-Voting Holders may object to confirmation of the Plan. The Debtor also will make the Combined DS and Plan publicly available to all parties at no cost on the case website maintained by the Claims Agent at https://www.veritaglobal.net/pacificaofthevalley.

64. The Solicitation Procedures proposed by the Debtor and described herein with respect to the Non-Voting Holders comply with the Bankruptcy Code and should be approved. Accordingly, the Debtor respectfully requests that the Court approve the Solicitation Procedures with respect to these Non-Voting Holders.

D. PROCEDURES IN RESPECT OF ASSUMPTION OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES PURSUANT TO THE PLAN.

65. The Plan provides that, on the Effective Date, each executory contract and unexpired lease entered into by the Debtor prior to the Petition Date that has not previously expired or terminated pursuant to its own terms shall be deemed rejected pursuant to § 365, except for

executory contracts or unexpired leases that (i) were previously assumed or rejected by order of the Court, (ii) are the subject of a pending motion to assume or reject, or (iii) are scheduled by the Debtor to be assumed as of the Effective Date, as set forth in the Plan Supplement. The Plan further provides that nothing therein shall cause the rejection, breach, or termination of any contract of insurance benefiting the Debtor and the Estate, the Debtor's officers and directors, and/or the Liquidating Trust. The Confirmation Order will constitute an order of the Court approving such rejections as of the Effective Date. All Proofs of Claim arising from the rejection of executory contracts or unexpired leases pursuant to the Plan must be filed with the Claims Agent within thirty (30) days after the earlier of the Effective Date or an order of the Court approving such rejection.

66. In addition to the Confirmation Hearing Notice, the Debtor will provide notices to counterparties to Executory Contracts and Unexpired Leases that may be assumed or assumed and assigned under the Plan, in substantially the form attached as **Exhibit 5** to the Order. Any objection by an Executory Contract or Unexpired Lease counterparty to a proposed assumption, assumption and assignment, or related cure cost, on any grounds, including those set forth in § 365, must be filed, served, and actually received by the Debtor within fourteen (14) days after service of the Assumption Notice on such counterparties. Any objections to cure costs may be scheduled for a separate hearing in the Debtor's discretion.

67. The Debtor respectfully submits that the Assumption Notice complies with the Bankruptcy Code and, therefore, should be approved.

VI.

NON-SUBSTANTIVE MODIFICATIONS

68. The Debtor requests authorization to make changes to the Combined DS and Plan, Confirmation Hearing Notice, Solicitation Packages, Ballots, Release Opt-In Election Form, Publication Notice, Solicitation and Voting Procedures, Plan Supplement Notice, Assumption

Notice, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to any other materials in the Solicitation Packages before distribution.

VII.

RESERVATION OF RIGHTS

69. Nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as (a) an admission as to the validity of any particular claim against the Debtor, (b) a waiver of the Debtor's rights to dispute any particular claim on any grounds, (c) a promise or requirement to pay any particular claim, (d) an implication or admission that any particular claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion, (e) a request or authorization to assume any agreement, contract, or lease pursuant to § 365, (f) a waiver or limitation of the Debtor's rights under the Bankruptcy Code or any other applicable law, or (g) a concession by the Debtor that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to this Motion are valid, and the Debtor expressly reserves its rights to contest the extent, validity, or perfection of, or seek avoidance of, all such liens. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtor's rights to subsequently dispute such claim.

VIII.

NO PRIOR REQUEST

70. No prior request for the relief sought in this Motion has been made to this or any other court.

IX.

NOTICE

71. The Debtor will provide notice of this Motion to the following parties and/or their respective counsel, as applicable: (a) the Office of the U.S. Trustee for the District of Delaware; (b) Axios, as the Debtor's prepetition and postpetition lender; (c) counsel to the Committee; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the U.S. Securities and Exchange Commission; (g) the attorneys general in the states where the Debtor conducts its business operations; and (h) any party entitled to notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank*]

X.

CONCLUSION

WHEREFORE, for the reasons set forth herein, the Debtor respectfully requests that the Court enter the Order.

Dated: November 1, 2026

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones
Laura Davis Jones (DE Bar No. 2436)
919 North Market Street, 17th Floor
Wilmington, DE 19899
Telephone: (302) 652-4100
Email: ljones@pszjlaw.com

-and-

DENTONS US LLP

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Counsel to Debtor and Debtor in Possession

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Pacifica of the Valley Corporation,[1] Debtor.	Chapter 11 Case No. 26-11060 (TMH)

ORDER (I) CONDITIONALLY APPROVING THE DISCLOSURE STATEMENT, (II) SCHEDULING A COMBINED HEARING ON FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, (III) ESTABLISHING PLAN AND DISCLOSURE STATEMENT OBJECTION AND REPLY DEADLINES AND RELATED PROCEDURES, (IV) APPROVING THE SOLICITATION AND VOTING PROCEDURES, (V) APPROVING THE FORM AND MANNER OF THE CONFIRMATION HEARING NOTICE AND FINDING NOTICE SUFFICIENT, (VI) APPROVING NOTICE AND OBJECTION PROCEDURES FOR THE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (VII) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Debtor for entry of an order (this "Order"), pursuant to §§ 105, 1107, 1108, 1125, 1126, 1128, and 1129 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, and 9006, and Local Rules 2002-1, 3017-1, 3017-2, 9006-1, and 9013-1(m), (i) conditionally approving the Disclosure Statement, (ii) scheduling a combined hearing on final approval of the Disclosure Statement and confirmation of the Plan, (iii) establishing plan and disclosure statement objection and reply deadlines and related procedures, (iv) approving the Solicitation and Voting Procedures, (v) approving the form and manner of the Confirmation Hearing Notice and finding notice sufficient, (vi) approving notice and objection procedures for the assumption of executory contracts and unexpired leases, and

[1] The Debtor in this Chapter 11 Case, along with the last four digits of the Debtor's federal tax identification number, is: Pacifica of the Valley Corporation d/b/a Pacifica Hospital of the Valley (7312). The Debtor's mailing address is 9449 San Fernando Road, Sun Valley, CA 91352.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Plan, as applicable.

(vii) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and venue of this proceeding and the Motion in this District being proper under 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding under 28 U.S.C. § 157(b); and due and proper notice of the Motion having been given to the parties listed therein; and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court (the "Hearing"); and having determined that the legal and factual bases set forth in the Motion, the First Day Declaration, and the Turnbull Declaration establish just cause for the relief granted in this Order; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtor's estate, its creditors, and all other parties in interest in this Chapter 11 Case; and after due deliberation and sufficient cause appearing therefor

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted as set forth herein.

2. The Disclosure Statement is conditionally approved pursuant to § 1125 of the Bankruptcy Code and Local Rule 3017-2 as containing adequate information for purposes of soliciting votes to accept or reject the Plan, subject to final approval at the Confirmation Hearing.

3. The Confirmation Hearing, at which time this Court will consider, among other things, final approval of the adequacy of the Disclosure Statement and confirmation of the Plan, shall be held on **December 17, 2026 at 1:00 p.m. (*prevailing* Eastern Time)**. The Confirmation Hearing may be continued from time to time by this Court or the Debtor without further notice

other than adjournments announced in open court or in the filing of a notice or hearing agenda in this Chapter 11 Case, and notice of such adjourned date(s) will be available on the electronic case filing docket.

4. Any responses or objections to the adequacy of the Disclosure Statement or confirmation of the Plan must be filed and served as set forth in paragraph 5 of this Order so as to be actually received by **4:00 p.m. (*prevailing* Eastern Time) on December 10, 2026** (the "Objection Deadline").

5. Any responses or objections to (i) the adequacy of the Disclosure Statement, (ii) confirmation of the Plan, or (iii) the assumption of Executory Contracts and Unexpired Leases, must:

a. be in writing;

b. comply with the Bankruptcy Rules and the Local Rules;

c. state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such entity;

d. state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Disclosure Statement or Plan, as applicable, that would resolve such objections; and

e. be filed with the Court with proof of service thereof and served on the following parties (the "Notice Parties") so as to be actually received by the Objection Deadline: (a) the Debtor, c/o Berkeley Research Group, LLC, 1800 M Street NW, Second Floor, Washington, DC 20036 (*Attn*: Peter Chadwick, pchadwick@thinkbrg.com); (b) counsel for the Debtor, (i) Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron, tania.moyron@dentons.com, and Samuel R. Maizel, samuel.maizel@dentons.com), (ii) Dentons US LLP, 1221 Avenue of the Americas, New York, NY 10020-1089 (Attn: John D. Beck, john.beck@dentons.com, and Geoffrey Miller, geoffrey.miller@dentons.com), and (iii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899 (Attn: Laura Davis Jones, ljones@pszjlaw.com, and Timothy Cairns, tcairns@pszjlaw.com); (c) counsel for the Committee, Sills Cummis & Gross P.C., One Riverfront Plaza, Newark, NJ 07102 (Attn: Andrew H. Sherman, asherman@sillscummis.com, and Boris I. Mankovetskiy, bmankovetskiy@sillscummis.com); (d) counsel for Axios, Raines Feldman Littrell

LLP, (i) 824 North Market Street, Suite 805, Wilmington, DE 19801 (Attn: Thomas J. Francella, Jr., tfrancella@raineslaw.com, and Matthew P. Milana, mmilana@raineslaw.com), (ii) 4675 MacArthur Ct., Suite 1550, Newport Beach, CA 92660 (Attn: Hamid R. Rafatjoo, hrafatjoo@raineslaw.com), and (iii) 1350 Avenue of the Americas, 22nd Floor, New York, NY 10019 (Attn: Carollynn H.G. Callari, ccallari@raineslaw.com); (e) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Hannah J. McCollum, hannah.mccollum@usdoj.gov); and (f) any other party entitled to notice under Bankruptcy Rule 2002.

6. The Debtor and any other party supporting the Plan, including Axios [and the Committee], may file a combined brief in support of confirmation of the Plan and final approval of the Disclosure Statement, and replies to any objections to confirmation of the Plan or the adequacy of the Disclosure Statement, by **4:00 p.m. (*prevailing* Eastern Time) on December 14, 2026**. To the extent applicable, Local Rule 9006-1 is hereby waived in its entirety.

7. Any objections not timely filed and served in the manner set forth in this Order may, in the Court's discretion, not be considered and may be overruled.

8. The Proposed Confirmation Schedule, as set forth below relating to confirmation of the Plan and final approval of the Disclosure Statement, is hereby approved in its entirety, and the Court hereby finds that the following schedule of events is consistent with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules.

Event	Proposed Date	
Disclosure Statement Conditional Approval Objection Deadline	November 6, 2026 at 4:00 p.m.	The date by which objections to conditional approval of the disclosure statement be filed with the Court and served so as to be **actually received** by the appropriate notice parties.
Disclosure Statement Reply Deadline	November 9, 2026 at 12:00 p.m.	The deadline by which the Debtor and any other party in interest may file replies to any objections to conditional approval of the Disclosure Statement.
Voting Record Date	November 10, 2026	The date for determining (i) which holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan, opt-in to the Third-Party Release, and receive Solicitation Packages in connection therewith, (ii) which holders of Claims and Interests in the Non- Voting Classes are entitled to opt-in to the Third-Party Release, and (iii) whether Claims have been properly assigned or transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the holder of the respective Claim.

Event	Proposed Date	
Proposed Hearing Date for Conditional Approval of Disclosure Statement	November 10, 2026 at 3:00 p.m.	The hearing at which the Court will consider conditional approval of the Disclosure Statement for solicitation purposes and approval of the Solicitation and Voting Procedures.
Expected Entry of Conditional Approval and Procedures Order/Delivery to Claims Agent	November 11, 2026	The date on which the Debtor expects the Court to enter the Conditional Approval and Procedures Order and on which the Debtor will deliver the approved solicitation materials to the Claims Agent for service.
Deadline to Serve Notice and Solicitation Package	Four business days following entry of Conditional Approval and Procedures Order	The deadline by which the Claims Agent will serve the Solicitation Packages on Holders of Claims in the Voting Classes, and the Confirmation Hearing Notice and Release Opt-In Election Form on Holders in the Non-Voting Classes and other parties in interest.
Publication Deadline	Four business days following entry of Conditional Approval and Procedures Order	The last date by which the Debtor will submit the Confirmation Hearing Notice in a format modified for publication.
Deadline to file Plan Supplement	December 3, 2026 at 4:00 p.m.	The date by which the Debtor shall file the Plan Supplement.
Deadline for Debtor or Creditors to File Rule 3018 Motions	December 3, 2026 at 4:00 p.m.	The deadline by which any creditor seeking temporary allowance of its Claim for voting purposes must file a motion pursuant to Bankruptcy Rule 3018(a).
Voting Deadline	December 10, 2026 at 4:00 p.m.	The deadline by which Ballots and Release Opt-In Election Forms must be properly completed, executed, and mailed or uploaded so that they are **actually received** by the Claims Agent.
Combined DS and Plan Objection Deadline	December 10, 2026 at 4:00 p.m.	The deadline by which objections to the DS and Plan must be filed with the Court and served so as to be **actually received** by the appropriate notice parties.
Deadline to File Confirmation Brief and Other Evidence Supporting the Combined DS and Plan	December 14, 2026 at 4:00 p.m.	The deadline by which the Debtor shall file its brief in support of confirmation of the DS and Plan and any other evidence in support of the DS and Plan.
Deadline to File Voting Tabulation Affidavit	December 14, 2026 at 4:00 p.m.	The deadline by which the Claims Agent shall file its declaration certifying the tabulation of Ballots and Release Opt-In Election Forms.
Confirmation Hearing	December 17, 2026 at 1:00 p.m.	The date for the hearing at which the Court will consider confirmation and final approval of the DS and Plan.

9. The Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 3**, and service thereof comply with the requirements of the Bankruptcy Code and the Bankruptcy Rules and are approved as sufficient and appropriate notice of the conditional approval of the Disclosure Statement, the Confirmation Hearing, and the Objection Deadline under the circumstances. The Debtor shall cause the Claims Agent to serve the Confirmation Hearing Notice

on all known Holders of Claims against or Interests in the Debtor no later than four (4) business days following entry of this Order, or as soon as reasonably practicable thereafter.

10. The Debtor is authorized to e-mail or mail the Confirmation Hearing Notice and a Release Opt-In Election Form to the Non-Voting Holders, in accordance with the terms of this Order, in lieu of sending such Non-Voting Holders a copy of the DS and Plan and, except to the extent necessary to comply with Local Rule 3017-1(c), the requirements under the Bankruptcy Rules or the Local Rules, including Bankruptcy Rule 3017(d), to transmit a copy of the DS and Plan to Non-Voting Holders are hereby waived with respect to such Non-Voting Holders; *provided*, *however*, that the Debtor will do so upon request from such parties.

11. The Debtor is authorized, but not directed, pursuant to Bankruptcy Rule 2002(l), to publish the Publication Notice, substantially in the form attached hereto as **Exhibit 4**, as soon as reasonably practicable following the entry of this Order in the Wall Street Journal and electronically on the case website maintained by the Claims Agent at https://www.veritaglobal.net/pacificaofthevalley, and file the same on this Court's docket, which Publication Notice shall constitute good and sufficient notice of the Confirmation Hearing and the Objection Deadline (and related procedures) to persons who do not otherwise receive the Confirmation Hearing Notice by mail.

12. For avoidance of doubt, the Debtor shall also serve the Confirmation Hearing Notice on: (a) the U.S. Trustee, (b) the Office of the United States Attorney for the District of Delaware, (c) the Internal Revenue Service; (d) the United States Securities and Exchange Commission; (e) counsel to the Committee; (f) all state and local taxing authorities in the states in which the Debtor has tax liability; (g) all federal, state and local authorities that regulate any

portion of the Debtor's business; and (h) all counterparties to Executory Contracts and Unexpired Leases.

13. Service of the Confirmation Hearing Notice as set forth in the Motion and herein is sufficient notice of the conditional approval of the Disclosure Statement, the Confirmation Hearing, the Objection Deadline, and the procedures for objecting to the adequacy of the Disclosure Statement and confirmation of the Plan.

14. The Voting Record Date of November 10, 2026, and the Voting Deadline of December 10, 2026, at 4:00 p.m. (*prevailing* Eastern Time) with respect to Claims in Classes 1, 2, 3, 5, and 6, are approved. Ballots and Release Opt-In Election Forms must be actually received by the Claims Agent by the Voting Deadline to be counted.

15. The contents of the Solicitation Package, as set forth in the Motion, comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties entitled to vote on the Plan. The Liquidation Analysis may be filed with the Plan Supplement.

16. The Debtor is authorized to make non-substantive modifications and ministerial changes to the DS and Plan, Confirmation Hearing Notice, Solicitation Packages, Ballots, Release Opt-In Election Form, Publication Notice, Solicitation and Voting Procedures, Plan Supplement Notice, Assumption Notice, and related documents without further approval of the Court prior to the dissemination of such documents, including, without limitation, changes to correct typographical and grammatical errors, and to make conforming changes to any other materials included in the Solicitation Package prior to their dissemination.

17. The Solicitation and Voting Procedures set forth in the Motion, including for distributing the Solicitation Packages (including providing electronic access thereto) and soliciting acceptances and rejections of the Plan, as well as the Tabulation Procedures for tabulating votes

to accept or reject the Plan, satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and are approved.

18. The Ballots, substantially in the forms attached hereto as **Exhibits 1A** and **1B**, and the terms and conditions therein, are approved.

19. The Release Opt-In Election Form, substantially in the form attached hereto as **Exhibit 2**, and the terms and conditions therein, are approved.

20. The Tabulation Procedures are approved.

21. Pursuant to §§ 1125 and 1126 of the Bankruptcy Code, upon entry of this Order, the Debtor is authorized to solicit acceptances and rejections of the Plan from Holders of Claims in the Voting Classes in accordance with the Solicitation and Voting Procedures.

22. The Executory Contract Procedures are approved. Any objection by a counterparty to a proposed assumption, assumption and assignment, or related cure cost must be filed, served, and actually received by the Debtor within fourteen (14) days after service of the Assumption Notice on such counterparty, and any objections to cure costs may be scheduled for a separate hearing in the Debtor's discretion; *provided*, *however*, that this Court retains jurisdiction after the Effective Date to address any dispute between the Debtor and a counterparty to an Executory Contract or Unexpired Lease regarding amounts allegedly due as a result of the Debtor's pre-assumption default thereunder, regardless of whether that counterparty has filed an objection.

23. The Assumption Notice, substantially in the form attached hereto as **Exhibit 5**, is approved. The Debtor shall serve each non-Debtor party to an Executory Contract or Unexpired Lease that the Debtor proposes to assume or assume and assign with an Assumption Notice.

24. The Debtor is not required to mail a copy of the DS and Plan to Holders of Claims or Interests in the Non-Voting Classes but shall do so upon request from any such party or as provided in the Confirmation Hearing Notice.

25. The Debtor shall cause to be posted to the case website maintained by the Claims Agent various chapter 11 related documents, including the following: (a) the Plan; (b) the Disclosure Statement (with all exhibits); (c) the Motion and any orders entered in connection with the Motion; and (d) the Confirmation Hearing Notice.

26. The notice and objection procedures set forth in this Order and the Motion constitute good and sufficient notice of the conditional approval of the Disclosure Statement; the Confirmation Hearing; and the deadline and procedures for objection to the adequacy of the Disclosure Statement and confirmation of the Plan. No other or further notice shall be necessary.

27. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including Bankruptcy Rule 6004(h), (a) the terms of this Order shall be immediately effective and enforceable upon its entry; (b) the Debtor is not subject to any stay in the implementation, enforcement, or realization of relief granted in this Order; and (c) the Debtor may, in its discretion and without further delay, take any action and perform any act authorized under this Order.

28. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

29. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

30. Nothing in this Order shall be deemed to constitute (i) a grant of third-party beneficiary status or bestowal of any additional rights on any third party, or (ii) a waiver of any rights, claims, or defenses of the Debtor or any other party in interest.

31. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1A

Classes 1, 2, and 3 (Axios Secured Claim, Reliq Claim, and L.A. Care Claim) Ballot

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Pacifica of the Valley Corporation,[1] Debtor.	Chapter 11 Case No. 26-11060 (TMH)

CLASS [1/2/3] ([AXIOS SECURED CLAIM/RELIQ CLAIM/L.A. CARE CLAIM])
BALLOT TO ACCEPT OR REJECT THE CHAPTER 11 PLAN

On [•], 2026, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order [Docket No. [•]] (the "Conditional Approval and Procedures Order") conditionally approving, for solicitation purposes only, the disclosure statement contained in the *Combined Disclosure Statement and Chapter 11 Plan* (as may be amended, supplemented, or otherwise modified from time to time, the "Combined DS and Plan," and the chapter 11 plan portion thereof, the "Plan") filed by Pacifica of the Valley Corp., the debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"), which commenced its chapter 11 case on July 4, 2026 (the "Petition Date"). You should have received a copy of the Combined DS and Plan, the Conditional Approval and Procedures Order, the Confirmation Hearing Notice, and a Release Opt-In Election Form in the packet you are receiving with this Ballot (collectively, the "Solicitation Package"). Capitalized terms used but not defined herein have the meanings given to them in the Combined DS and Plan.

This ballot is being provided to you because records indicate that you are the Holder of a Claim in Class [1 (Axios Secured Claim)] [2 (Reliq Claim)] [3 (L.A. Care Claim)] as of November 10, 2026 (the "Voting Record Date"), and, accordingly, you have a right to vote to accept or reject the Plan. This Ballot may not be used for any purpose other than for submitting votes with respect to the Plan and electing whether to opt in to the Third Party Release.

Your rights are described in the Combined DS and Plan. Please read the Combined DS and Plan and follow the enclosed voting instructions carefully before completing this ballot.

If you have any questions regarding this ballot (the "Ballot") or the voting procedures, please contact the Claims Agent by telephone at (888) 249-2792 (U.S./Canada) or +1 (310) 751-2607 (International) or by email at PacificaInfo@veritaglobal.com, or contact counsel to the Debtor, Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, California 90017, Attn: Tania M. Moyron (tania.moyron@dentons.com) and Samuel R. Maizel

[1] The Debtor in this Chapter 11 Case, along with the last four digits of the Debtor's federal tax identification number, is: Pacifica of the Valley Corporation d/b/a Pacifica Hospital of the Valley (7312). The Debtor's mailing address is 9449 San Fernando Road, Sun Valley, CA 91352.

(samuel.maizel@dentons.com), or Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19899, Attn: Laura Davis Jones (ljones@pszjlaw.com) and Timothy Cairns (tcairns@pszjlaw.com). The Claims Agent is not authorized to, and will not, provide legal advice.

THIS BALLOT MUST BE ACTUALLY RECEIVED BY 4:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 10, 2026 (the "Voting Deadline").

If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you have voted.

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the materials delivered with this ballot.

Item 1. Amount of Class [1/2/3] Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory for a Holder) of a Claim in the following amount (insert amount in box below).

$_____

Item 2. Vote of Class [1/2/3] Claim.

The Holder of the Class [1/2/3] Claim set forth in Item 1 votes to (please check one):

Accept the Plan	Reject the Plan
☐	☐

Subject to the limitations set forth herein, you have the right to opt in to the Third Party Release set forth in Section 17.2(b) of the Plan. You shall not be deemed to have consented to the Third Party Release unless you check the box in Item 3 below.

Item 3. Release Opt-In Election.

☐ **The undersigned Claimant elects to grant (*i.e.*, OPTS IN to) the Third Party Release provision set forth in Section 17.2(b) of the Plan.**

Item 4. Important Information Regarding Injunction, Release, and Exculpation Under the Plan.

Sections 17.1, 17.2, and 17.3 of the Plan provide as follows:

Section 17.1 *Exculpation*.

The Exculpated Parties will neither have nor incur any liability to any entity for any action in good faith taken or omitted to be taken between the Petition Date and Effective Date in connection with or related to the Chapter 11 Case, the sale or other disposition of the Debtor's assets or the formulation, preparation, dissemination, implementation, Confirmation, or Consummation of the Plan, the Disclosure Statement, or any agreement created or entered into in connection with the Plan; provided, however, that this limitation will not affect or modify the obligations created under the Plan, or the rights of any Holder of an Allowed Claim to enforce its rights under the Plan, and shall not release any action (or inaction) constituting willful misconduct, fraud, bad faith, or gross negligence (in each case subject to determination by Final Order of the Bankruptcy Court); provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan, and such reasonable reliance shall form a defense to any such claim, Cause of Action, or liability. Without limiting the generality of the foregoing, each Exculpated Party shall be entitled to and granted the protections of section 1125(e) of the Bankruptcy Code.

Section 17.2 *Releases*.

***(a) Debtor Releases*. Notwithstanding anything in the Combined DS and Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after and subject to the occurrence of the Effective Date, the Debtor and the Estate, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, by, through, for, or because of the foregoing entities (collectively, the "Debtor/Estate Releasors"), shall release (the "Debtor/Estate Release") each Released Party, and each Released Party is deemed released by the Debtor/Estate Releasors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtor/Estate Releasors, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that the Debtor/Estate Releasors would have been legally entitled to assert in its own right, or on behalf of the Holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof), the Debtor's liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined DS and Plan or related agreements, instruments, or other documents, or any other act or omission,**

transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan; provided, that the foregoing Debtor/Estate Release shall not operate to waive or release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan; and further provided that nothing herein shall act as a discharge of the Debtor.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtor/Estate Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor/Estate Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) in the best interests of the Debtor and all Holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) given and made after due notice and opportunity for hearing; and (e) a bar to any of the Debtor/Estate Releasors asserting any Claim or Cause of Action released pursuant to the Debtor/Estate Release.

***(b) Third Party Release*. Notwithstanding anything in the Plan to the contrary, on and after and subject to the occurrence of the Effective Date, each of the Releasing Parties shall release (the "Third Party Release") each Released Party, and each of the Debtor, the Estate, and the Released Parties shall be deemed released from, any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of any of the Debtor or the Estate, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof), the Debtor's liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Combined DS and Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined DS and Plan or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Combined DS and Plan. Notwithstanding anything to the contrary in the**

foregoing, the Third Party Release shall not release any obligations of any party under the Combined DS and Plan or any other document, instrument, or agreement executed to implement the Combined DS and Plan. For the avoidance of doubt, the Third Party Release shall not be effective upon any party that does not execute and return a Release Opt-In Election Form in accordance with the terms of this Combined DS and Plan.

Section 17.3 *Injunction*.

In implementation of the Plan, except as otherwise expressly provided in the Confirmation Order or the Plan, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all entities who have held, hold or may hold Claims against or Interests in the Debtor, the Liquidating Trust, or the Estate that arose prior to the Effective Date are permanently enjoined from: (a) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtor, the Estate, the Liquidating Trust, or any of the Liquidating Trust Assets with respect to any such Claim or Interest; (b) the enforcement, attachment, collection, or recovery by any manner or means, directly or indirectly, of any judgment, award, decree, or order against the Debtor, the Estate, the Liquidating Trust, or any of the Liquidating Trust Assets with respect to any such Claim or Interest; (c) creating, perfecting, or enforcing, directly or indirectly, any Lien or encumbrance of any kind against the Debtor, the Estate, the Liquidating Trust, or any of the Liquidating Trust Assets with respect to any such Claim or Interest; and (d) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan with respect to such Claim or Interest. Nothing contained in this Section shall prohibit the Holder of a timely filed Proof of Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the interpretation or enforcement by the Claimant of any of the obligations of the Debtor or the Liquidating Trust under the Plan. Notwithstanding any other provision of this Plan, the Debtor shall not receive a discharge pursuant to Bankruptcy Code section 1141(d)(3).

Section 2 *Defined Terms*.

"***Exculpated Parties***" means collectively (a) the Debtor, (b) members of the Restructuring Committee, (c) Peter C. Chadwick in his capacity as Chief Restructuring Officer of the Debtor, (d) members of the Committee (solely in their capacities as Committee members), and (e) Bankruptcy Court-approved Estate and Committee professionals.

"***Released Parties***" means collectively (a) the Debtor, (b) members of the Restructuring Committee, (c) Peter C. Chadwick in his capacity as Chief Restructuring Officer of the Debtor, (d) members of the Committee (solely in their capacities as Committee members), (e) Axios (in its capacity as DIP lender and lender under the Prepetition Loan), and (f) Bankruptcy Court-approved Estate and Committee professionals.

"***Releasing Parties***" means, individually and collectively: (i) each Holder of a Claim or Interest that opts in to the Third Party Release; (ii) the Committee and each of its members in such

capacity; and (iii) with respect to each of the foregoing Entities in clauses (i) and (ii), such Entities' or Persons' successors, assigns, and transferees.

Item 5. Certifications.

Upon execution of this Ballot, the undersigned certifies that:

1. as of the Voting Record Date, the undersigned was the beneficial owner (or authorized signatory for a beneficial owner) of a Class [1/2/3] Claim in the amount set forth in Item 1;

2. the Holder is eligible to be treated as the Holder of the Class [1/2/3] Claim set forth in Item 1 for the purposes of voting on the Plan;

3. the Holder has received a copy of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

4. the Holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;

5. the Holder understands and acknowledges that only the latest-dated Ballot cast and actually received by the Voting Deadline with respect to the Class [1/2/3] Claim set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to the Class [1/2/3] Claim set forth in Item 1, such other Ballot shall be deemed revoked;

6. the Holder understands and acknowledges that the Debtor shall verify the amount of the Class [1/2/3] Claim held by the Holder as of the Voting Record Date set forth in Item 1; and

7. the Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Item 6. Holder Information and Signature.

Name of Holder: _____

Signature: _____

Name of Signatory: _____
(if other than Holder)

Title: _____

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT PROMPTLY BY MAIL OR OVERNIGHT DELIVERY TO THE ADDRESS BELOW, OR UPLOAD IT VIA THE CLAIMS AGENT'S ONLINE BALLOTING PLATFORM AT THE WEBSITE BELOW. BALLOTS SENT BY FACSIMILE OR EMAIL WILL NOT BE COUNTED.

Pacifica Claims Processing Center
c/o KCC dba Verita
100 N. Pacific Coast Highway, Suite 100
El Segundo, CA 90245

-Or-

mailto:ImpacMortgageInfo@veritaglobal.comhttps://www.veritaglobal.net/pacificaofthevalley

BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 10, 2026

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING INSTRUCTIONS, PLEASE CONTACT THE CLAIMS AGENT, DENTONS US LLP, OR PACHULSKI STANG ZIEHL & JONES LLP AS SET FORTH ABOVE

VOTING INSTRUCTIONS FOR
CLASS [1/2/3] ([AXIOS SECURED CLAIM/RELIQ CLAIM/L.A. CARE CLAIM]) CLAIM

1. As described in the Combined DS and Plan, the Debtor is soliciting the votes of the Holders of Class [1/2/3] Claims with respect to the Plan. The Combined DS and Plan is included in the Solicitation Package you are receiving with the Ballot. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Combined DS and Plan.

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one impaired class that votes on the Plan, determined without including any acceptance of the Plan by any insider, and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code.

3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in Item 2 of the Ballot; and (c) sign and return the Ballot so that it is actually received by the Voting Deadline by Kurtzman Carson Consultants LLC, dba Verita Global (the "Claims Agent" or "Voting Agent"), either (i) by mail or overnight delivery to Pacifica Claimsmailto:ImpacMortgageInfo@veritaglobal.com Processing Center c/o KCC dba Verita, 100 N. Pacific Coast Highway, Suite 100, El Segundo, CA 90245; or (ii) by uploading the Ballot on the Claims Agent's online balloting platform at https://www.veritaglobal.net/pacificaofthevalley. Ballots sent by facsimile or email, or sent to the Debtor, the Debtor's agents (other than the Claims Agent), or the Debtor's financial or legal advisors, will not be counted.

4. The time by which a Ballot is actually received by the Voting Agent shall be the time used to determine whether a Ballot has been submitted by the Voting Deadline. The Voting Deadline is December 10, 2026 at 4:00 p.m. (Prevailing Eastern Time).

5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtor determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery.

6. If multiple Ballots are received from an individual Holder with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any previously received Ballot.

7. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and to make certain certifications with respect thereto. Accordingly, at this time, creditors should not surrender certificates or instruments representing or evidencing their Claims, and the Debtor will not accept delivery of any such certificates or instruments surrendered together with a Ballot.

8. The Ballot does not constitute, and shall not be deemed to be: (a) a proof of claim or

interest; or (b) an assertion or admission with respect to any claim or interest.

9. Please be sure to sign or electronically sign (DocuSign or similar) and date your Ballot. If you are completing the Ballot on behalf of an Entity, indicate your relationship with that Entity and the capacity in which you are signing.

10. You must vote your entire Class [1/2/3] Claim either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.

11. Any Ballot that is properly completed, executed, and timely returned to the Voting Agent that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

12. Subject to the discretion of the Debtor or authority of the Court, the following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder; (b) any Ballot cast by a Person or Entity that does not hold a Claim or Equity Interest in a Class that is entitled to vote on the Plan, (c) any unsigned Ballot; and/or (d) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.

Exhibit 1B

Classes 5 and 6 (General Unsecured Claims and Insured Claims) Ballot

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Pacifica of the Valley Corporation,[1] Debtor.	Chapter 11 Case No. 26-11060 (TMH)

CLASS [5/6] ([GENERAL UNSECURED CLAIMS/INSURED CLAIMS])
BALLOT TO ACCEPT OR REJECT THE CHAPTER 11 PLAN

On [•], 2026, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order [Docket No. [•]] (the "Conditional Approval and Procedures Order") conditionally approving, for solicitation purposes only, the disclosure statement contained in the *Combined Disclosure Statement and Chapter 11 Plan* (as may be amended, supplemented, or otherwise modified from time to time, the "Combined DS and Plan," and the chapter 11 plan portion thereof, the "Plan") filed by Pacifica of the Valley Corp., the debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"), which commenced its chapter 11 case on July 4, 2026 (the "Petition Date"). You should have received a copy of the Combined DS and Plan, the Conditional Approval and Procedures Order, the Confirmation Hearing Notice, and a Release Opt-In Election Form in the packet you are receiving with this Ballot (collectively, the "Solicitation Package"). Capitalized terms used but not defined herein have the meanings given to them in the Combined DS and Plan.

This ballot is being provided to you because records indicate that you are the Holder of a Claim in Class [5 (General Unsecured Claims)] [6 (Insured Claims)] as of November 10, 2026 (the "Voting Record Date"), and, accordingly, you have a right to vote to accept or reject the Plan. This Ballot may not be used for any purpose other than for submitting votes with respect to the Plan and electing whether to opt in to the Third Party Release.

Your rights are described in the Combined DS and Plan. Please read the Combined DS and Plan and follow the enclosed voting instructions carefully before completing this ballot.

If you have any questions regarding this ballot (the "Ballot") or the voting procedures, please contact the Claims Agent by telephone at (888) 249-2792 (U.S./Canada) or +1 (310) 751-2607 (International) or by email at PacificaInfo@veritaglobal.com, or contact counsel to the Debtor, Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, California 90017, Attn: Tania M. Moyron (tania.moyron@dentons.com) and Samuel R. Maizel

[1] The Debtor in this Chapter 11 Case, along with the last four digits of the Debtor's federal tax identification number, is: Pacifica of the Valley Corporation d/b/a Pacifica Hospital of the Valley (7312). The Debtor's mailing address is 9449 San Fernando Road, Sun Valley, CA 91352.

(samuel.maizel@dentons.com), or Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19899, Attn: Laura Davis Jones (ljones@pszjlaw.com) and Timothy Cairns (tcairns@pszjlaw.com). The Claims Agent is not authorized to, and will not, provide legal advice.

THIS BALLOT MUST BE ACTUALLY RECEIVED BY 4:00 P.M. (PREVAILING EASTERN TIME) ON DECEMBER 10, 2026 (the "Voting Deadline").

If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you have voted.

No person has been authorized to give any information or advice, or to make any representation, other than what is included in the materials delivered with this ballot.

Item 1. Amount of Class [5/6] Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder (or authorized signatory for a Holder) of a Claim in the following amount (insert amount in box below).

$_____

Item 2. Vote of Class [5/6] Claim.

The Holder of the Class [5/6] Claim set forth in Item 1 votes to (please check one):

Accept the Plan	Reject the Plan
☐	☐

Subject to the limitations set forth herein, you have the right to opt in to the Third Party Release set forth in Section 17.2(b) of the Plan. You shall not be deemed to have consented to the Third Party Release unless you check the box in Item 3 below.

Item 3. Release Opt-In Election.

☐ **The undersigned Claimant elects to grant (*i.e.*, OPTS IN to) the Third Party Release provision set forth in Section 17.2(b) of the Plan.**

Item 4. Important Information Regarding Injunction, Release, and Exculpation Under the Plan.

Sections 17.1, 17.2, and 17.3 of the Plan provide as follows:

Section 17.1 *Exculpation*.

The Exculpated Parties will neither have nor incur any liability to any entity for any action in good faith taken or omitted to be taken between the Petition Date and Effective Date in connection with or related to the Chapter 11 Case, the sale or other disposition of the Debtor's assets or the formulation, preparation, dissemination, implementation, Confirmation, or Consummation of the Plan, the Disclosure Statement, or any agreement created or entered into in connection with the Plan; provided, however, that this limitation will not affect or modify the obligations created under the Plan, or the rights of any Holder of an Allowed Claim to enforce its rights under the Plan, and shall not release any action (or inaction) constituting willful misconduct, fraud, bad faith, or gross negligence (in each case subject to determination by Final Order of the Bankruptcy Court); provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan, and such reasonable reliance shall form a defense to any such claim, Cause of Action, or liability. Without limiting the generality of the foregoing, each Exculpated Party shall be entitled to and granted the protections of section 1125(e) of the Bankruptcy Code.

Section 17.2 *Releases*.

***(a) Debtor Releases*. Notwithstanding anything in the Combined DS and Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after and subject to the occurrence of the Effective Date, the Debtor and the Estate, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, by, through, for, or because of the foregoing entities (collectively, the "Debtor/Estate Releasors"), shall release (the "Debtor/Estate Release") each Released Party, and each Released Party is deemed released by the Debtor/Estate Releasors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtor/Estate Releasors, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that the Debtor/Estate Releasors would have been legally entitled to assert in its own right, or on behalf of the Holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof), the Debtor's liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined DS and Plan or related agreements, instruments, or other documents, or any other act or omission,**

transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan; provided, that the foregoing Debtor/Estate Release shall not operate to waive or release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan; and further provided that nothing herein shall act as a discharge of the Debtor.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtor/Estate Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor/Estate Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) in the best interests of the Debtor and all Holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) given and made after due notice and opportunity for hearing; and (e) a bar to any of the Debtor/Estate Releasors asserting any Claim or Cause of Action released pursuant to the Debtor/Estate Release.

***(b) Third Party Release*. Notwithstanding anything in the Plan to the contrary, on and after and subject to the occurrence of the Effective Date, each of the Releasing Parties shall release (the "Third Party Release") each Released Party, and each of the Debtor, the Estate, and the Released Parties shall be deemed released from, any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of any of the Debtor or the Estate, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof), the Debtor's liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Combined DS and Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined DS and Plan or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Combined DS and Plan. Notwithstanding anything to the contrary in the**

foregoing, the Third Party Release shall not release any obligations of any party under the Combined DS and Plan or any other document, instrument, or agreement executed to implement the Combined DS and Plan. For the avoidance of doubt, the Third Party Release shall not be effective upon any party that does not execute and return a Release Opt-In Election Form in accordance with the terms of this Combined DS and Plan.

Section 17.3 *Injunction*.

In implementation of the Plan, except as otherwise expressly provided in the Confirmation Order or the Plan, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all entities who have held, hold or may hold Claims against or Interests in the Debtor, the Liquidating Trust, or the Estate that arose prior to the Effective Date are permanently enjoined from: (a) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtor, the Estate, the Liquidating Trust, or any of the Liquidating Trust Assets with respect to any such Claim or Interest; (b) the enforcement, attachment, collection, or recovery by any manner or means, directly or indirectly, of any judgment, award, decree, or order against the Debtor, the Estate, the Liquidating Trust, or any of the Liquidating Trust Assets with respect to any such Claim or Interest; (c) creating, perfecting, or enforcing, directly or indirectly, any Lien or encumbrance of any kind against the Debtor, the Estate, the Liquidating Trust, or any of the Liquidating Trust Assets with respect to any such Claim or Interest; and (d) any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan with respect to such Claim or Interest. Nothing contained in this Section shall prohibit the Holder of a timely filed Proof of Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the interpretation or enforcement by the Claimant of any of the obligations of the Debtor or the Liquidating Trust under the Plan. Notwithstanding any other provision of this Plan, the Debtor shall not receive a discharge pursuant to Bankruptcy Code section 1141(d)(3).

Section 2 *Defined Terms*.

"***Exculpated Parties***" means collectively (a) the Debtor, (b) members of the Restructuring Committee, (c) Peter C. Chadwick in his capacity as Chief Restructuring Officer of the Debtor, (d) members of the Committee (solely in their capacities as Committee members), and (e) Bankruptcy Court-approved Estate and Committee professionals.

"***Released Parties***" means collectively (a) the Debtor, (b) members of the Restructuring Committee, (c) Peter C. Chadwick in his capacity as Chief Restructuring Officer of the Debtor, (d) members of the Committee (solely in their capacities as Committee members), (e) Axios (in its capacity as DIP lender and lender under the Prepetition Loan), and (f) Bankruptcy Court-approved Estate and Committee professionals.

"***Releasing Parties***" means, individually and collectively: (i) each Holder of a Claim or Interest that opts in to the Third Party Release; (ii) the Committee and each of its members in such

capacity; and (iii) with respect to each of the foregoing Entities in clauses (i) and (ii), such Entities' or Persons' successors, assigns, and transferees.

Item 5. Certifications.

Upon execution of this Ballot, the undersigned certifies that:

1. as of the Voting Record Date, the undersigned was the beneficial owner (or authorized signatory for a beneficial owner) of a Class [5/6] Claim in the amount set forth in Item 1;

2. the Holder is eligible to be treated as the Holder of the Class [5/6] Claim set forth in Item 1 for the purposes of voting on the Plan;

3. the Holder has received a copy of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

4. the Holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;

5. the Holder understands and acknowledges that only the latest-dated Ballot cast and actually received by the Voting Deadline with respect to the Class [5/6] Claim set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to the Class [5/6] Claim set forth in Item 1, such other Ballot shall be deemed revoked;

6. the Holder understands and acknowledges that the Debtor shall verify the amount of the Class [5/6] Claim held by the Holder as of the Voting Record Date set forth in Item 1; and

7. the Holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Item 6. Holder Information and Signature.

Name of Holder: _____

Signature: _____

Name of Signatory: _____
(if other than Holder)

Title: _____

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT

PROMPTLY BY MAIL OR OVERNIGHT DELIVERY TO THE ADDRESS BELOW, OR UPLOAD IT VIA THE CLAIMS AGENT'S ONLINE BALLOTING PLATFORM AT THE WEBSITE BELOW. BALLOTS SENT BY FACSIMILE OR EMAIL WILL NOT BE COUNTED.

Pacifica Claims Processing Center
c/o KCC dba Verita
100 N. Pacific Coast Highway, Suite 100
El Segundo, CA 90245

-Or-

mailto:ImpacMortgageInfo@veritaglobal.comhttps://www.veritaglobal.net/pacificaofthevalley

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IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING INSTRUCTIONS, PLEASE CONTACT THE CLAIMS AGENT, DENTONS US LLP, OR PACHULSKI STANG ZIEHL & JONES LLP AS SET FORTH ABOVE

VOTING INSTRUCTIONS FOR
CLASS [5/6] ([GENERAL UNSECURED CLAIMS/INSURED CLAIMS]) CLAIM

1. As described in the Combined DS and Plan, the Debtor is soliciting the votes of the Holders of Class [5/6] Claims with respect to the Plan. The Combined DS and Plan is included in the Solicitation Package you are receiving with the Ballot. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Combined DS and Plan.

2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one impaired class that votes on the Plan, determined without including any acceptance of the Plan by any insider, and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code.

3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in Item 2 of the Ballot; and (c) sign and return the Ballot so that it is actually received by the Voting Deadline by Kurtzman Carson Consultants LLC, dba Verita Global (the "Claims Agent" or "Voting Agent"), either (i) by mail or overnight delivery to Pacifica Claims Processing Center c/o KCC dba Verita, 100 N. Pacific Coast Highway, Suite 100, El Segundo, CA 90245; or (ii) by uploading the Ballot on the Claims Agent's online balloting platform at https://www.veritaglobal.net/pacificaofthevalley. Ballots sent by facsimile or email, or sent to the Debtor, the Debtor's agents (other than the Claims Agent), or the Debtor's financial or legal advisors, will not be counted.

4. The time by which a Ballot is actually received by the Voting Agent shall be the time used to determine whether a Ballot has been submitted by the Voting Deadline. The Voting Deadline is December 10, 2026 at 4:00 p.m. (Prevailing Eastern Time).

5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtor determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery.

6. If multiple Ballots are received from an individual Holder with respect to the same Claim prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any previously received Ballot.

7. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and to make certain certifications with respect thereto. Accordingly, at this time, creditors should not surrender certificates or instruments representing or evidencing their Claims, and the Debtor will not accept delivery of any such certificates or instruments surrendered together with a Ballot.

8. The Ballot does not constitute, and shall not be deemed to be: (a) a proof of claim or interest; or (b) an assertion or admission with respect to any claim or interest.

9. Please be sure to sign or electronically sign (DocuSign or similar) and date your Ballot. If you are completing the Ballot on behalf of an Entity, indicate your relationship with that Entity and the capacity in which you are signing.

10. You must vote your entire Class [5/6] Claim either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.

11. Any Ballot that is properly completed, executed, and timely returned to the Voting Agent that fails to indicate acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

12. Subject to the discretion of the Debtor or authority of the Court, the following Ballots will not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder; (b) any Ballot cast by a Person or Entity that does not hold a Claim or Equity Interest in a Class that is entitled to vote on the Plan, (c) any unsigned Ballot; and/or (d) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.

Exhibit 2

Opt-In Release Form

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Pacifica of the Valley Corporation,[1] Debtor.	Chapter 11 Case No. 26-11060 (TMH)

THIRD PARTY RELEASE OPT-IN FORM

THE PLAN PROVIDES FOR THE RELEASE OF CERTAIN PARTIES INVOLVED IN THE CHAPTER 11 CASE. PARTIES SHOULD THEREFORE BE AWARE THAT IF THE PLAN IS CONFIRMED AND IF THE EFFECTIVE DATE OF THE PLAN OCCURS, CERTAIN PARTIES WILL RECEIVE THE BENEFITS OF THE RELEASE PROVISIONS AND CERTAIN PARTIES WILL BE BOUND BY THE RELEASE PROVISIONS AS SET FORTH IN SECTION 17.2(B) OF THE COMBINED DS AND PLAN.

You are **not** required to opt in to the Third Party Release under the *Combined Disclosure Statement and Chapter 11 Plan* of Pacifica of the Valley Corp. (the "Debtor") (as may be amended, supplemented, or otherwise modified from time to time, the "Combined DS and Plan," and the chapter 11 plan portion thereof, the "Plan"). Your decision whether to opt in will not affect the allowance of your Claim or your right, if any, to receive distributions under the Plan. If you affirmatively elect to opt in by properly completing and timely returning this Release Opt-In Election Form, you will be deemed a "Releasing Party" under the Plan and, subject to the terms and conditions therein, will grant the Third Party Release set forth in Section 17.2(b) of the Plan. If you do not timely return this Release Opt-In Election Form electing to opt in, you will not grant the Third Party Release.

THE PLAN CONTAINS THE FOLLOWING PROVISIONS WITH RESPECT THERETO:

(a) ***Defined Terms.*** As used in the Plan, capitalized terms have the meanings set forth below.

(i) "*Released Parties*" means collectively (a) the Debtor, (b) members of the Restructuring Committee, (c) Peter C. Chadwick in his capacity as Chief Restructuring Officer of the Debtor, (d) members of the Committee (solely in their capacities as Committee members), (e) Axios (in its capacity as DIP lender and

[1] The Debtor in this Chapter 11 Case, along with the last four digits of the Debtor's federal tax identification number, is: Pacifica of the Valley Corporation d/b/a Pacifica Hospital of the Valley (7312). The Debtor's mailing address is 9449 San Fernando Road, Sun Valley, CA 91352.

lender under the Prepetition Loan), and (f) Bankruptcy Court-approved Estate and Committee professionals.

(ii) "*Releasing Parties*" means, individually and collectively: (i) each Holder of a Claim or Interest that opts in to the Third Party Release; (ii) the Committee and each of its members in such capacity; and (iii) with respect to each of the foregoing Entities in clauses (i) and (ii), such Entities' or Persons' successors, assigns, and transferees.

Note: This provision describes the releases that the Debtor will seek under the Plan. This language has not been considered or approved by the Bankruptcy Court and remains subject to consideration at the Confirmation Hearing.

THIRD PARTY RELEASE

Third Party Release. Notwithstanding anything in the Plan to the contrary, on and after and subject to the occurrence of the Effective Date, each of the Releasing Parties shall release (the "Third Party Release") each Released Party, and each of the Debtor, the Estate, and the Released Parties shall be deemed released from, any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of any of the Debtor or the Estate, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof), the Debtor's liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Combined DS and Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined DS and Plan or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Combined DS and Plan. Notwithstanding anything to the contrary in the foregoing, the Third Party Release shall not release any obligations of any party under the Combined DS and Plan or any other document, instrument, or agreement executed to implement the Combined DS and Plan. For the avoidance of doubt, the Third Party Release shall not be effective upon any party that does not execute and return a Release Opt-In Election Form in accordance with the terms of this Combined DS and Plan.

Third Party Release Opt-In Election (Optional).

PLEASE TAKE NOTICE THAT you may affirmatively opt in to the Third Party Release contained in Section 17.2(b) of the Plan and set forth above. To be effective, this Release Opt-In Election Form must be properly completed and actually received by the Claims Agent by December 10, 2026 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline"), either (a) by mail or overnight delivery to Pacifica Claims Processing Center c/o KCC dba Verita, 100 N. Pacific Coast Highway, Suite 100, El Segundo, CA 90245; or (b) by uploading it on the Claims Agent's online opt-in portal at https://www.veritaglobal.net/pacificaofthevalley.

IF YOU OPT IN TO THE THIRD PARTY RELEASE PROVISIONS IN SECTION 17.2(B) OF THE PLAN BY PROPERLY AND TIMELY SUBMITTING THIS OPT IN ELECTION, YOU WILL BE DEEMED, AS OF THE EFFECTIVE DATE OF THE PLAN, TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (TO THE EXTENT AND AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

☐ **OPT IN** to the Third Party Release set forth in Section 17.2(b) of the Plan

Exhibit 3

Confirmation Hearing Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Pacifica of the Valley Corporation,[1] Debtor.	Chapter 11 Case No. 26-11060 (TMH)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) COMBINED HEARING ON FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF CHAPTER 11 PLAN, AND RELATED MATTERS, AND (III) OBJECTION DEADLINE

NOTICE IS HEREBY GIVEN AS FOLLOWS:

1. On [•], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [•]] (the "Conditional Approval and Procedures Order") conditionally approving, for solicitation purposes only, the disclosure statement contained in the *Combined Disclosure Statement and Chapter 11 Plan* (as may be amended, supplemented or otherwise modified from time to time, the "Combined DS and Plan," the disclosure statement portion thereof, the "Disclosure Statement," and the chapter 11 plan portion thereof, the "Plan"),[2] filed by Pacifica of the Valley Corp., the debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"), and authorizing the Debtor to solicit votes to accept or reject the Plan from Holders of Claims in Classes 1, 2, 3, 5, and 6 (the "Voting Classes").

2. On July 4, 2026 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") in the Court. On July 20, 2026, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors (the "Committee"). The Combined DS and Plan implements a global settlement among the Debtor, Axios Capital Solutions, LLC ("Axios"), and the Committee, including the sale of substantially all of the Debtor's assets to Axios and the creation of a Liquidating Trust for the benefit of Holders of Allowed General Unsecured Claims.

3. On October 30, 2026, the Debtor filed the Combined DS and Plan [Docket No. 276]. Copies of the Combined DS and Plan may be obtained free of charge from the Debtor's

[1] The Debtor in this Chapter 11 Case, along with the last four digits of the Debtor's federal tax identification number, is: Pacifica of the Valley Corporation d/b/a Pacifica Hospital of the Valley (7312). The Debtor's mailing address is 9449 San Fernando Road, Sun Valley, CA 91352.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan. The summaries of the Plan and Disclosure Statement in this Notice are not precise or complete statements of all terms and provisions of the Plan or the documents referred to therein. If there is any discrepancy between this Notice and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

claims, noticing, and balloting agent, Kurtzman Carson Consultants LLC, dba Verita Global (the "Claims Agent"), by (a) visiting the Claims Agent's website at https://www.veritaglobal.net/pacificaofthevalley, (b) calling (888) 249-2792 (U.S./Canada) or +1 (310) 751-2607 (International), or (c) sending an electronic message to PacificaInfo@veritaglobal.com, or by contacting counsel to the Debtor, (i) Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron, tania.moyron@dentons.com, and Samuel R. Maizel, samuel.maizel@dentons.com) and (ii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899 (Attn: Laura Davis Jones, ljones@pszjlaw.com, and Timothy Cairns, tcairns@pszjlaw.com). You may also obtain these documents and any other pleadings filed in the Debtor's chapter 11 case (for a fee) via PACER at http://www.deb.uscourts.gov.

INFORMATION REGARDING THE PLAN AND DISCLOSURE STATEMENT

Voting Record Date. The voting record date is November 10, 2026 (the "Voting Record Date"), which is the date for determining (i) which Holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan and opt in to the Third Party Release, and (ii) which Holders of Claims and Interests in the Non-Voting Classes are entitled to opt in to the Third Party Release.

Voting Deadline. Ballots and Release Opt-In Election Forms must be properly completed, executed, and mailed or uploaded so that they are actually received by the Claims Agent no later than December 10, 2026 at 4:00 p.m. (*prevailing* Eastern Time) (the "Voting Deadline").

Combined Hearing. A combined hearing to consider final approval of the Disclosure Statement as containing adequate information, confirmation of the Plan, any objections to any of the foregoing, and any other matter that may properly come before the Court, will be held before the Honorable Thomas M. Horan, United States Bankruptcy Judge, at the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, on December 17, 2026 at 1:00 p.m. (*prevailing* Eastern Time) (the "Confirmation Hearing"). The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates at the Confirmation Hearing or in a notice of agenda filed with the Court, and will be available on the electronic case filing docket and the Claims Agent's website at https://www.veritaglobal.net/pacificaofthevalley.

Objections to the Plan and Disclosure Statement. Any responses or objections (each an "**Objection**") to the Disclosure Statement and/or Plan must be filed with the Court and served so as to be **actually received** no later than 4:00 p.m. (prevailing Eastern Time) on December 10, 2026 (the "Objection Deadline"), by the following parties: (a) the Debtor c/o Berkeley Research Group, LLC, 1800 M Street NW, Second Floor, Washington, DC 20036, Attn: Peter Chadwick (pchadwick@thinkbrg.com); (b) counsel for the Debtor, (1) Dentons US LLP, 601 S. Figueroa St., Suite 2500, Los Angeles, CA 90017, Attn: Tania M. Moyron (tania.moyron@dentons.com) and Samuel Maizel (samuel.maizel@dentons.com) and (2) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19899, Attn: Laura Davis Jones (ljones@pszjlaw.com) and Timothy Cairns (tcairns@pszjlaw.com); and (c) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Hannah J. McCollum (hannah.mccollum@usdoj.gov) (collectively, the "Notice Parties"). Any

such Objection must: (a) be in writing; (b) comply with the Bankruptcy Rules and Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest held by such entity; (d) state with particularity the legal and factual basis for such objection, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such objection; and (e) be filed with the Court with a proof of service and served upon the Notice Parties so as to be actually received by the Objection Deadline.

UNLESS A RESPONSE OR OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

SUMMARY OF PLAN TREATMENT[3]

The table below provides a summary of the classification, description, treatment, and voting status of Claims and Interests under the Plan. This information is provided in summary form below for illustrative purposes only and is qualified in its entirety by reference to the provisions of the Plan. For a more detailed description of the treatment of Claims and Interests under the Plan, see Section 3 of the Combined DS and Plan, entitled "Summary of Classification and Treatment of Claims and Interests Under Plan and Important Solicitation and Confirmation Dates and Deadlines."

Class	Designation	Treatment	Entitled to Vote
Unclassified	Administrative Claims	Except to the extent that a Holder of an Allowed Administrative Claim agrees to less favorable treatment, each Holder of an Allowed Administrative Claim, other than a Professional Fee Claim, shall receive, without interest, from the Debtor, Cash equal to the Allowed amount of such Claim: (a) on or as soon as practicable after the later of (i) the Effective Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; (b) in accordance with the terms and conditions of agreements between the Holder of such Claim and the Debtor; (c) with respect to any Administrative	Unclassified – not entitled to vote

[3] The statements contained herein are summaries of the provisions in the Disclosure Statement and the Plan and do not purport to be precise or complete statements of all terms and provisions of the Plan or the documents referred to therein. For a more detailed description of the Plan, please refer to the Disclosure Statement. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

Class	Designation	Treatment	Entitled to Vote
		Claims representing obligations incurred in the ordinary course of the Debtor's business, upon such regular and customary payment or performance terms as may exist in the ordinary course of the Debtor's business or as otherwise provided in the Plan; or (d) with respect to statutory fees due pursuant to 28 U.S.C. § 1930(a)(6), as and when due under applicable law.	
Unclassified	Priority Claims	Except to the extent a Holder of an Allowed Priority Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Priority Claim becomes Allowed, or as soon as reasonably practicable thereafter, each Holder of an Allowed Priority Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, payment from the Debtor in full in Cash in an amount equal to the Allowed amount of such Claim.	Unclassified – not entitled to vote
Unclassified	Priority Tax Claims	Each Holder of a Priority Tax Claim shall have such Claim Allowed in the amount set forth in Schedule 1 hereto with the total amount of all such agreed amounts for Priority Tax Claims not to exceed $36,677,876 and approved pursuant to Bankruptcy Rule 9019 upon entry of the Confirmation Order (or such other time as the agreed amount is approved by an order of the Bankruptcy Court upon notice and an opportunity to be heard). Holders of Allowed Priority Tax Claims shall receive their pro rata share of 1/3 of the net proceeds of the Liquidating Trust's allocated portion under the Sharing Agreement over time as provided in the Liquidating Trust Agreement in full and final satisfaction, settlement, release, and discharge of their Priority Tax Claims and any liability of any current officer or	Unclassified – not entitled to vote

Class	Designation	Treatment	Entitled to Vote
		director of the Debtor arising from or relating to such Priority Tax Claims, while Allowed General Unsecured Claims in Class 5 shall receive the remaining 2/3 of such net proceeds of the Liquidating Trust's allocated portion under the Sharing Agreement.	
1	Axios Secured Claim	The Axios Secured Claim shall be Allowed in full, but upon the closing of the Axios Sale pursuant to the APA and the Axios Sale Order, shall be reduced by the Axios Credit Bid Amount to the extent such amount exceeds the amount of the Axios DIP Claim. On account of any Axios Secured Claim in excess of the Axios Credit Bid Amount, Axios shall be entitled solely to its share of the net proceeds of the Liquidating Trust Assets under the Sharing Agreement in an aggregate amount (together with the Axios DIP Claim) not to exceed $15 million, and any remaining Axios DIP Claim or Axios Secured Claim in excess of $15 million in the aggregate shall constitute Assumed Axios Debt, which shall be assumed by Sun Valley and shall not be recoverable from the Debtor, the Estate, or the Liquidating Trust.	Impaired – entitled to vote
2	Reliq Claim	The Reliq Claim shall be either: (i) in the event Axios and Reliq enter into a mutually acceptable New Lease Agreement in connection with Axios's acquisition of substantially all of the Debtor's assets, deemed fully and finally satisfied, settled, released, and discharged, and Reliq shall not be entitled to any distributions under the Plan or otherwise on account of such Reliq Claim other than the payment of its Administrative Claims under the Master Lease; or (ii) in the event Axios and Reliq do not enter into such New Lease	Impaired – entitled to vote

Class	Designation	Treatment	Entitled to Vote
		Agreement, the Reliq Claim, or a portion or portions thereof, shall be classified and treated under the Plan as one or more of an Administrative Claim (with respect to postpetition obligations under the Master Lease), Secured Claim, General Unsecured Claim, or Subordinated Claim, as applicable, with the allowance, classification, amount, and treatment of the Reliq Claim, or any portion thereof, to be determined by further order of the Court.	
3	L.A. Care Claim	The L.A. Care Claim shall be either: (i) in the event the L.A. Care Challenge Period expires without a Challenge (or a Challenge is unsuccessful), L.A. Care shall have no Claim against the Debtor's Estate and shall not be entitled to any distributions under the Plan or otherwise; or (ii) in the event there is a successful Challenge of the L.A. Care Claim in a manner that results in L.A. Care having an Allowed Claim, such Allowed Claim is junior and subordinate to the Axios Secured Claim, which is not being satisfied in full hereunder, and thus the L.A. Care Claim shall be (a) rendered wholly unsecured pursuant to § 506(a)(1), and (b) treated as a General Unsecured Claim in Class 5.	Impaired – entitled to vote
4	Other Secured Claims	Except to the extent a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, on the later of (i) the Effective Date or (ii) the date such Other Secured Claim becomes Allowed, or as soon as reasonably practicable thereafter, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, at the discretion of the Debtor (x) payment from the Debtor in full	Unimpaired – deemed to accept the Plan

Class	Designation	Treatment	Entitled to Vote
		in Cash in an amount equal to the Allowed amount of such Other Secured Claim; (y) such other treatment sufficient to render such Other Secured Claim Unimpaired; or (z) return of the applicable collateral or authorization of a setoff in satisfaction of the Allowed amount of such Other Secured Claim.	
5	General Unsecured Claims	Each Holder of an Allowed General Unsecured Claim shall receive a Liquidating Trust Interest and become a Liquidating Trust Beneficiary in full and final satisfaction of its Allowed Class 5 Claim in accordance with the terms of the Sharing Agreement.	Impaired – entitled to vote
6	Insured Claims	Each Holder of an Allowed Insured Claim shall recover only from the proceeds of available insurance and shall not be entitled to any distributions from the Debtor or the Liquidating Trust.	Impaired – entitled to vote
7	Subordinated Claims	There shall be no Distribution on account of Subordinated Claims. On the Effective Date, each Subordinated Claim shall be cancelled, released, and extinguished, and each Holder of a Subordinated Claim shall not be entitled to, and shall not receive or retain, any property or interest in property on account of such Subordinated Claim.	Impaired – deemed to reject the Plan
8	Interests	There shall be no Distribution on account of Interests. Upon the Effective Date, all Interests will be deemed cancelled and will cease to exist.	Impaired – deemed to reject the Plan

ENTITLEMENT TO VOTE ON THE PLAN

In accordance with the terms of the Plan, Holders of Claims in Classes 1, 2, 3, 5, and 6 are entitled to vote to accept or reject the Plan. Holders of Claims or Interests in Classes 4, 7, and 8 (collectively, the "Non-Voting Classes") are (i) conclusively presumed to have accepted or deemed to have rejected the Plan, as applicable, and (ii) not entitled to vote to accept or reject the Plan. Holders in the Non-Voting Classes will receive this notice and a Release Opt-In Election

Form, and may opt in to the Third Party Release by returning the Release Opt-In Election Form so that it is actually received by the Claims Agent by the Voting Deadline.

EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS IN PLAN

PLEASE BE ADVISED THAT SECTION 17 OF THE PLAN CONTAINS CERTAIN EXCULPATION, INJUNCTION, AND RELEASE PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN SECTION 17 OF THE PLAN, AS YOUR RIGHTS MAY BE AFFECTED.

BINDING NATURE OF THE PLAN: IF CONFIRMED, ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN WILL BIND, AND WILL BE DEEMED BINDING UPON, ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR, AND EACH HOLDER'S RESPECTIVE SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT ANY SUCH HOLDER (1) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN OR (2) VOTED TO ACCEPT OR REJECT THE PLAN.

The Plan also includes the following relevant definitions:

"***Exculpated Parties***" means collectively (a) the Debtor, (b) members of the Restructuring Committee, (c) Peter C. Chadwick in his capacity as Chief Restructuring Officer of the Debtor, (d) members of the Committee (solely in their capacities as Committee members), and (e) Bankruptcy Court-approved Estate and Committee professionals.

"***Released Parties***" means collectively (a) the Debtor, (b) members of the Restructuring Committee, (c) Peter C. Chadwick in his capacity as Chief Restructuring Officer of the Debtor, (d) members of the Committee (solely in their capacities as Committee members), (e) Axios (in its capacity as DIP lender and lender under the Prepetition Loan), and (f) Bankruptcy Court-approved Estate and Committee professionals.

"***Releasing Parties***" means, individually and collectively: (i) each Holder of a Claim or Interest that opts in to the Third Party Release; (ii) the Committee and each of its members in such capacity; and (iii) with respect to each of the foregoing Entities in clauses (i) and (ii), such Entities' or Persons' successors, assigns, and transferees.

EXCULPATION

The Exculpated Parties will neither have nor incur any liability to any entity for any action in good faith taken or omitted to be taken between the Petition Date and Effective Date in connection with or related to the Chapter 11 Case, the sale or other disposition of the Debtor's assets or the formulation, preparation, dissemination, implementation, Confirmation, or Consummation of the Plan, the Disclosure Statement, or any agreement

created or entered into in connection with the Plan; provided, however, that this limitation will not affect or modify the obligations created under the Plan, or the rights of any Holder of an Allowed Claim to enforce its rights under the Plan, and shall not release any action (or inaction) constituting willful misconduct, fraud, bad faith, or gross negligence (in each case subject to determination by Final Order of the Bankruptcy Court); provided that any Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan, and such reasonable reliance shall form a defense to any such claim, Cause of Action, or liability. Without limiting the generality of the foregoing, each Exculpated Party shall be entitled to and granted the protections of section 1125(e) of the Bankruptcy Code.

RELEASES

Debtor Releases. Notwithstanding anything in the Combined DS and Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after and subject to the occurrence of the Effective Date, the Debtor and the Estate, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, by, through, for, or because of the foregoing entities (collectively, the "Debtor/Estate Releasors"), shall release (the "Debtor/Estate Release") each Released Party, and each Released Party is deemed released by the Debtor/Estate Releasors from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtor/Estate Releasors, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that the Debtor/Estate Releasors would have been legally entitled to assert in its own right, or on behalf of the Holder of any Claim or Interest or other entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof), the Debtor's liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined DS and Plan or related agreements, instruments, or other documents, or any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan; provided, that the foregoing Debtor/Estate Release shall not operate to waive or release any obligations of any party under the Plan or any other document, instrument, or agreement executed to implement the Plan; and further provided that nothing herein shall act as a discharge of the Debtor.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtor/Estate Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor/Estate Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) in the best interests of the Debtor and all Holders of Claims and Interests; (c) fair, equitable, and reasonable; (d) given and made after due notice and opportunity for hearing; and (e) a bar to any of the Debtor/Estate Releasors asserting any Claim or Cause of Action released pursuant to the Debtor/Estate Release.

Third Party Release. Notwithstanding anything in the Plan to the contrary, on and after and subject to the occurrence of the Effective Date, each of the Releasing Parties shall release (the "Third Party Release") each Released Party, and each of the Debtor, the Estate, and the Released Parties shall be deemed released from, any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of any of the Debtor or the Estate, as applicable, whether known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtor (including the management, ownership, or operation thereof), the Debtor's liquidation, the Chapter 11 Case, the purchase, sale, transfer of any security, asset, right, or interest of the Debtor and the ownership thereof, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Combined DS and Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Case, the negotiation, formulation, or preparation of, or solicitation of votes on, the Combined DS and Plan or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, actual fraud, bad faith, or gross negligence (in each case subject to determination of such by final order of a court of competent jurisdiction) but in all respects such Released Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Combined DS and Plan. Notwithstanding anything to the contrary in the foregoing, the Third Party Release shall not release any obligations of any party under the Combined DS and Plan or any other document, instrument, or agreement executed to implement the Combined DS and Plan. For the avoidance of doubt, the Third Party Release shall not be effective upon any party that does not execute and return a Release Opt-In Election Form in accordance with the terms of this Combined DS and Plan.

NO DISCHARGE

Nothing contained in the Combined DS and Plan shall be deemed to constitute a discharge of the Debtor under section 1141(d)(3) of the Bankruptcy Code.

INJUNCTION

In implementation of the Plan, except as otherwise expressly provided in the Confirmation Order or the Plan, and except in connection with the enforcement of the terms of the Plan or any documents provided for or contemplated in the Plan, all entities who have held, hold or may hold Claims against or Interests in the Debtor, the Liquidating Trust, or the Estate that arose prior to the Effective Date are permanently enjoined from:

a. commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against the Debtor, the Estate, the Liquidating Trust, or any of the Liquidating Trust Assets with respect to any such Claim or Interest;

b. the enforcement, attachment, collection, or recovery by any manner or means, directly or indirectly, of any judgment, award, decree, or order against the Debtor, the Estate, the Liquidating Trust, or any of the Liquidating Trust Assets with respect to any such Claim or Interest;

c. creating, perfecting, or enforcing, directly or indirectly, any Lien or encumbrance of any kind against the Debtor, the Estate, the Liquidating Trust, or any of the Liquidating Trust Assets with respect to any such Claim or Interest; and

d. any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan with respect to such Claim or Interest.

Nothing contained in Section 17.3 of the Plan shall prohibit the Holder of a timely filed Proof of Claim from litigating its right to seek to have such Claim declared an Allowed Claim and paid in accordance with the distribution provisions of the Plan, or enjoin or prohibit the interpretation or enforcement by the Claimant of any of the obligations of the Debtor or the Liquidating Trust under the Plan.

Dated: [__], 2026

PACHULSKI STANG ZIEHL & JONES LLP

/s/ DRAFT
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Counsel to Debtor and Debtor in Possession

Exhibit 4

Publication Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Pacifica of the Valley Corporation,[1]	Case No. 26-11060 (TMH)
Debtor.	

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) COMBINED HEARING ON FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF CHAPTER 11 PLAN, AND RELATED MATTERS, AND (III) OBJECTION DEADLINE

NOTICE IS HEREBY GIVEN AS FOLLOWS:

1. On [•], 2026, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [•]] (the "Conditional Approval and Procedures Order") conditionally approving, for solicitation purposes only, the disclosure statement contained in the *Combined Disclosure Statement and Chapter 11 Plan* (as may be amended, supplemented or otherwise modified from time to time, the "Combined DS and Plan," the disclosure statement portion thereof, the "Disclosure Statement," and the chapter 11 plan portion thereof, the "Plan"),[2] filed by Pacifica of the Valley Corp., the debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"), and authorizing the Debtor to solicit votes to accept or reject the Plan from Holders of Claims in Classes 1, 2, 3, 5, and 6 (the "Voting Classes").

2. On July 4, 2026 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") in the Court. The Combined DS and Plan implements a global settlement among the Debtor, Axios Capital Solutions, LLC ("Axios"), and the Official Committee of Unsecured Creditors (the "Committee"), including the sale of substantially all of the Debtor's assets to Axios and the creation of a Liquidating Trust for the benefit of Holders of Allowed General Unsecured Claims.

3. On October 30, 2026, the Debtor filed the Combined DS and Plan [Docket No. 276]. Copies of the Combined DS and Plan may be obtained free of charge from the Debtor's

[1] The Debtor in this Chapter 11 Case, along with the last four digits of the Debtor's federal tax identification number, is: Pacifica of the Valley Corporation d/b/a Pacifica Hospital of the Valley (7312). The Debtor's mailing address is 9449 San Fernando Road, Sun Valley, CA 91352.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan. The summaries of the Plan and Disclosure Statement in this Notice are not precise or complete statements of all the terms and provisions of the Plan or documents referred to therein. If there is a discrepancy between this Notice and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

claims, noticing, and balloting agent, Kurtzman Carson Consultants LLC, dba Verita Global (the "Claims Agent"), by (a) visiting the Claims Agent's website at https://www.veritaglobal.net/pacificaofthevalley (b) calling (888) 249-2792 (U.S./Canada) or +1 (310) 751-2607 (International), or (c) sending an electronic message to PacificaInfo@veritaglobal.com, or by contacting counsel to the Debtor, (i) Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron, tania.moyron@dentons.com, and Samuel R. Maizel, samuel.maizel@dentons.com) and (ii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899 (Attn: Laura Davis Jones, ljones@pszjlaw.com, and Timothy Cairns, tcairns@pszjlaw.com). You may also obtain these documents and any other pleadings filed in the Debtor's chapter 11 case (for a fee) via PACER at http://www.deb.uscourts.gov.

INFORMATION REGARDING THE PLAN AND DISCLOSURE STATEMENT

Voting Record Date. The voting record date is November 10, 2026 (the "Voting Record Date"), which is the date for determining (i) which Holders of Claims in the Voting Classes are entitled to vote to accept or reject the Plan and opt in to the Third Party Release, and (ii) which Holders of Claims and Interests in the Non-Voting Classes are entitled to opt in to the Third Party Release.

Voting Deadline. Ballots and Release Opt-In Election Forms must be properly completed, executed, and mailed or uploaded so that they are actually received by the Claims Agent no later than December 10, 2026 at 4:00 p.m. (*prevailing* Eastern Time) (the "Voting Deadline").

Combined Hearing. A combined hearing to consider final approval of the Disclosure Statement as containing adequate information, confirmation of the Plan, any objections to any of the foregoing, and any other matter that may properly come before the Court, will be held before the Honorable Thomas M. Horan, United States Bankruptcy Judge, at the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, on December 17, 2026 at 1:00 p.m. (*prevailing* Eastern Time) (the "Confirmation Hearing"). The Confirmation Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates at the Confirmation Hearing or in a notice of agenda filed with the Court, and will be available on the electronic case filing docket and the Claims Agent's website at https://www.veritaglobal.net/pacificaofthevalley.

Objections to the Plan and Disclosure Statement. Any responses or objections (each an "Objection") to the Disclosure Statement and/or Plan must be filed with the Court and served so as to be **actually received** no later than 4:00 p.m. (*prevailing* Eastern Time) on December 10, 2026 (the "Objection Deadline"), by the following parties: (i) the Debtor c/o Berkeley Research Group, LLC, 1800 M Street NW, Second Floor, Washington, DC 20036, Attn: Peter Chadwick (pchadwick@thinkbrg.com); (ii) counsel for the Debtor, (1) Dentons US LLP, 601 S. Figueroa St., Suite 2500, Los Angeles, CA 90017, Attn: Tania M. Moyron (tania.moyron@dentons.com) and Samuel Maizel (samuel.maizel@dentons.com) and (2) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19899, Attn: Laura Davis Jones (ljones@pszjlaw.com) and Timothy Cairns (tcairns@pszjlaw.com); and (iii) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Hannah J. McCollum (hannah.mccollum@usdoj.gov) (collectively, the "Notice Parties"). Any

such Objection must: (a) be in writing; (b) comply with the Bankruptcy Rules and Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest held by such entity; (d) state with particularity the legal and factual basis for such objection, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such objection; and (e) be filed with the Court with a proof of service and served upon the Notice Parties so as to be actually received by the Objection Deadline.

UNLESS A RESPONSE OR OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

ENTITLEMENT TO VOTE ON THE PLAN

In accordance with the terms of the Plan, Holders of Claims in Classes 1, 2, 3, 5, and 6 are entitled to vote to accept or reject the Plan. Holders of Claims or Interests in Classes 4, 7, and 8 (collectively, the "Non-Voting Classes") are (i) conclusively presumed to have accepted or deemed to have rejected the Plan, as applicable, and (ii) not entitled to vote to accept or reject the Plan. Holders in the Non-Voting Classes may opt in to the Third Party Release by returning a Release Opt-In Election Form so that it is actually received by the Claims Agent by the Voting Deadline.

EXCULPATION, INJUNCTION AND RELEASE PROVISIONS IN PLAN

PLEASE BE ADVISED THAT SECTION 17 OF THE PLAN CONTAINS CERTAIN EXCULPATION, INJUNCTION AND RELEASE PROVISIONS. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION AND INJUNCTION PROVISIONS SET FORTH IN SECTION 17 OF THE PLAN, AS YOUR RIGHTS MAY BE AFFECTED.

BINDING NATURE OF THE PLAN: IF CONFIRMED, ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THE PLAN WILL BIND, AND WILL BE DEEMED BINDING UPON, ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR, AND EACH HOLDER'S RESPECTIVE SUCCESSORS AND ASSIGNS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT ANY SUCH HOLDER (1) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN OR (2) VOTED TO ACCEPT OR REJECT THE PLAN.

Exhibit 5

Assumption Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Pacifica of the Valley Corporation,[1] Debtor.	Chapter 11 Case No. 26-11060 (TMH)

NOTICE OF (I) POSSIBLE ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES, (II) FIXING CURE AMOUNTS, AND (III) DEADLINE TO OBJECT THERETO

PLEASE TAKE NOTICE that on July 4, 2026 (the "Petition Date"), Pacifica of the Valley Corp., the debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"), filed a voluntary petition for relief pursuant to the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that on October 30, 2026, the Debtor filed the *Combined Disclosure Statement and Chapter 11 Plan* (as may be amended, supplemented or otherwise modified from time to time, the "Combined DS and Plan," the disclosure statement portion thereof, the "Disclosure Statement," and the chapter 11 plan portion thereof, the "Plan"),[2] which implements a global settlement among the Debtor, Axios Capital Solutions, LLC ("Axios"), and the Official Committee of Unsecured Creditors, including the sale of substantially all of the Debtor's assets to Axios (the "Axios Sale"). On [•], 2026, the Court entered an order [Docket No. [•]] conditionally approving the Disclosure Statement for solicitation purposes.

PLEASE TAKE FURTHER NOTICE that the combined hearing at which the Court will consider final approval of the Disclosure Statement and Confirmation of the Plan (the "Confirmation Hearing") will commence on December 17, 2026 at 1:00 p.m. (*prevailing* Eastern Time), before the Honorable Thomas M. Horan, in the United States Bankruptcy Court for the District of Delaware. Additional information regarding the Confirmation Hearing is included in the Notice of (I) Conditional Approval of Disclosure Statement, (II) Combined Hearing on Final Approval of Disclosure Statement and Confirmation of Chapter 11 Plan, and Related Matters, and (III) Objection Deadline, which was previously served on you.

[1] The Debtor in this Chapter 11 Case, along with the last four digits of the Debtor's federal tax identification number, is: Pacifica of the Valley Corporation d/b/a Pacifica Hospital of the Valley (7312). The Debtor's mailing address is 9449 San Fernando Road, Sun Valley, CA 91352.

[2] Capitalized terms used but not defined herein have the meanings given to them in the Plan. The summaries of the Plan and Disclosure Statement in this Notice are not precise or complete statements of all the terms and provisions of the Plan or documents referred to therein. If there is a discrepancy between this Notice and the Plan or Disclosure Statement, the Plan or Disclosure Statement, as applicable, shall control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice because the Debtor's records reflect that you are a party to an Executory Contract or Unexpired Lease to be assumed or assumed and assigned by the Debtor under the Plan. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan.

PLEASE TAKE FURTHER NOTICE that receipt of this notice or the fact that an Executory Contract or Unexpired Lease is listed on the schedule of executory contracts and unexpired leases to be assumed filed with the Plan Supplement (the "Assumption Schedule") is not a guarantee that such Executory Contract or Unexpired Lease will ultimately be assumed or assumed and assigned. Under the Plan, except for executory contracts and unexpired leases that (i) were previously assumed or rejected by order of the Court, (ii) are the subject of a pending motion to assume or reject, or (iii) are scheduled by the Debtor to be assumed as of the Effective Date as set forth in the Plan Supplement, each executory contract and unexpired lease that has not previously expired or terminated shall be deemed rejected on the Effective Date. The Debtor reserves the right to amend the Assumption Schedule.

PLEASE TAKE FURTHER NOTICE that § 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption (the "Cure Cost"). Accordingly, the Debtor has conducted a review of its books and records and has determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed in **Exhibit A** (the "Proposed Cure Schedule"). Please note that if no amount (or zero) is stated for a particular Executory Contract or Unexpired Lease, the Debtor believes that no cure amount is outstanding for such contract or lease. The Proposed Cure Schedule is preliminary and subject to change until the date of confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE that any objections by an Executory Contract or Unexpired Lease counterparty to a proposed assumption, assumption and assignment, or related Cure Cost, on any grounds, including those set forth in § 365, must:

(a) Be in writing;

(b) Set forth with specificity: (i) the basis for any objection to the Cure Cost listed by the Debtor, which objection must set forth the amount that the counterparty contends that the Debtor must pay to assume or assume and assign the Executory Contract or Unexpired Lease; (ii) the basis for any objection to the ability of the Debtor to assume or assume and assign the Executory Contract or Unexpired Lease and, including pursuant to § 365(c) of the Bankruptcy Code; (iii) the basis for any objection to the Debtor's ability to provide adequate assurance of future performance under the Executory Contract or Unexpired Lease as required pursuant to § 365(b) of the Bankruptcy Code; (iv) any and all bases on which the objecting party asserts other or additional monetary amounts are required to be paid if the Executory Contract or Unexpired Lease is assumed or assumed and assigned pursuant to the Plan; and/or (v) the grounds for any other objection that may be raised under § 365 of the Bankruptcy Code or other applicable law to such assumption or assumption and assignment;

(c) Comply with the Bankruptcy Rules, the Local Rules of Bankruptcy Practice and Procedures for the District of Delaware, and any other case management rules and orders of the Court; and

(d) be served by personal service or by overnight delivery, so as to be **ACTUALLY RECEIVED no later than fourteen (14) days** after service of the Assumption Notice, by: (a) the Debtor c/o Berkeley Research Group, LLC, 1800 M Street NW, Second Floor, Washington, DC 20036, Attn: Peter Chadwick (pchadwick@thinkbrg.com); (ii) counsel for the Debtor, (1) Dentons US LLP, 601 S. Figueroa St., Suite 2500, Los Angeles, CA 90017, Attn: Tania M. Moyron (tania.moyron@dentons.com) and Samuel Maizel (samuel.maizel@dentons.com) and (2) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19899, Attn: Laura Davis Jones (ljones@pszjlaw.com) and Timothy Cairns (tcairns@pszjlaw.com); and (iii) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Hannah J. McCollum (hannah.mccollum@usdoj.gov).

PLEASE TAKE FURTHER NOTICE that any objection to the Debtor's proposed assumption, or assumption and assignment, of an Executory Contract or Unexpired Lease, or the related proposed Cure Cost, that remains unresolved as of the Confirmation Hearing shall be heard at the Confirmation Hearing (or at a later date as fixed by the Court), provided that any objection to a Cure Cost may, in the Debtor's discretion, be scheduled for a separate hearing, and any such objection may be adjourned, in full or in part, by the Debtor to a later date by listing such adjournment in a notice of agenda or other notice filed on the docket of the Debtor's chapter 11 case and served on the affected counterparty.

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the Cure Cost or (b) the potential assumption or assumption and assignment of any Executory Contract or Unexpired Lease is filed within fourteen (14) days after service of the Assumption Notice, then (i) you will be deemed to have stipulated that the Cure Cost as determined by the Debtor is correct and (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the proposed assigned Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE that any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or assumption and assignment, or the proposed Cure Cost, will be deemed to have assented to such assumption or assumption and assignment, and the proposed Cure Cost.

PLEASE TAKE FURTHER NOTICE that assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date that the Debtor assumes such Executory Contract or Unexpired Lease. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Court.

PLEASE TAKE FURTHER NOTICE that if you would like to obtain a copy of the Combined DS and Plan or related documents, you should contact Kurtzman Carson Consultants LLC, dba Verita Global, the claims, noticing, and balloting agent retained by the Debtor in this Chapter 11 Case (the "Claims Agent"), by: (a) calling the Claims Agent at (888) 249-2792 (U.S./Canada) or +1 (310) 751-2607 (International); (b) visiting the Debtor's restructuring website at: https://www.veritaglobal.net/pacificaofthevalley; (c) sending an electronic message to PacificaInfo@veritaglobal.com; or (d) contacting counsel to the Debtor, (i) Dentons US LLP, 601 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017 (Attn: Tania M. Moyron, tania.moyron@dentons.com, and Samuel R. Maizel, samuel.maizel@dentons.com) and (ii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19899 (Attn: Laura Davis Jones, ljones@pszjlaw.com, and Timothy Cairns, tcairns@pszjlaw.com). You may also obtain these documents and any other pleadings filed in the Debtor's Chapter 11 Case (for a fee) *via* PACER at http://www.deb.uscourts.gov.

Dated: [__], 2026

PACHULSKI STANG ZIEHL & JONES LLP

/s/ DRAFT

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