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I, Larnyce Tabron, in my capacity as a Principal Clerk of the Publisher of The New York Times, a daily newspaper of general circulation printed and published in the City, County, and State of New York, hereby certify that the advertisement annexed hereto was published in the editions of The New York Times on the following date or dates, to wit on.

4/25/2024, NY & NATL, pg B3

Larnyce Tabron

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UNITED STATES BANKRUPTCY COURT, DISTRICT OF NEW JERSEY

In re:
THRASIO HOLDINGS, INC., *et al.*,
Debtors.[1]

Chapter 11
Case No. 24-11840 (CMG)
(Jointly Administered)

NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 PLAN FILED BY THE DEBTORS AND RELATED VOTING AND OBJECTION DEADLINE

PLEASE TAKE NOTICE THAT on April 18, 2024, the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") entered an order [Docket No. 399] (the "Disclosure Statement Order"): (a) authorizing Thrasio Holdings, Inc. and its affiliated debtors and debtors in possession (collectively, the "Debtors"), to solicit acceptances for the *Joint Plan of Reorganization of Thrasio Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 398] (as modified, amended, or supplemented from time to time, the "Plan"); (b) approving the *Second Amended Disclosure Statement for the Joint Plan of Reorganization of Thrasio Holdings, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 397] (as modified, amended, or supplemented from time to time, the "Disclosure Statement"), as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the "Solicitation Packages") and (d) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Bankruptcy Court will consider Confirmation of the Plan will commence on **May 22, 2024, at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard (the "Confirmation Hearing") before the Honorable Christine M. Gravelle, United States Bankruptcy Judge, 402 East State Street, Courtroom 3, Trenton, New Jersey 08608.

Voting Record Date. The voting record date (the "Voting Record Date") for purposes of determining (a) which Holders of Claims are entitled to vote on the Plan and (b) whether Claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e) such that the assignee can vote as the Holder of the Claim is **April 1, 2024**.

Voting Deadline. If you held a Claim against the Debtors as of the Voting Record Date and are entitled to vote on the Plan, you have received a Ballot and voting instructions appropriate for your Claim(s). For your vote to be counted in connection with Confirmation of the Plan, you must follow the appropriate voting instructions, complete all required information on the Ballot, as applicable, and execute and return the completed Ballot so that it is actually received by Kurtzman Carson Consultants LLC (the "Claims, Noticing, and Solicitation Agent") in accordance with the voting instructions by **May 20, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). Any failure to follow the voting instructions included with the Ballot may disqualify your Ballot and your vote on the Plan.

THE DEBTORS WILL FILE THE PLAN SUPPLEMENT ON MAY 13TH, 2024, WHICH WILL CONTAIN A REPORT WITH THE FINDINGS AND RESULTS OF THE INDEPENDENT INVESTIGATION (THE "INDEPENDENT INVESTIGATION RESULTS"). IN THE EVENT THE DEBTORS DO NOT FILE THE INDEPENDENT INVESTIGATION RESULTS BY SUCH DATE, THE DEBTORS SHALL EXTEND THE VOTING DEADLINE AND PLAN OBJECTION DEADLINE TO ENSURE THAT ALL VOTING CREDITORS HAVE HAD AT LEAST SEVEN (7) DAYS TO REVIEW THE INDEPENDENT INVESTIGATION RESULTS PRIOR TO THE VOTING DEADLINE AND PLAN OBJECTION DEADLINE.

Objection Deadline. The court has established **May 20, 2024, at 4:00 p.m. (prevailing Eastern Time)**, as the deadline for filing and serving objections to the Confirmation of the Plan (the "Plan Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) state with particularity the basis of the objection; and (c) be filed with the Clerk of the Bankruptcy Court electronically by (i) attorneys who regularly practice before the Bankruptcy Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the "General Order") and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the "Supplemental Commentary") (the General Order, the Supplemental Commentary and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, (ii) by all other parties-in-interest, if not otherwise filed with the Clerk of the Bankruptcy Court electronically, via hard copy, and shall be served in accordance with the General Order and the Supplemental Commentary upon the following parties so as to be **actually received** on or before the Plan Objection Deadline:

(i) ***Proposed Co-Counsel to the Debtors:*** **Kirkland & Ellis LLP**, 300 North LaSalle Street, Chicago, Illinois 60654, Attention: Josep Sathy, P.C. -and- 601 Lexington Avenue, New York, New York 10022, Attention: Matthew Fagen, P.C., Francis Petrie; Evan Swager -and- **Cole Schotz P.C.**, Court Plaza, 25 Main Street, Hackensack, New Jersey 10112, Attention: Michael D. Sirota, Warren A. Usatine; Felice R. Yudkin; (ii) ***Counsel to the Ad Hoc Group:*** **Gibson, Dunn & Crutcher LLP**, 200 Park Avenue, New York, New York 10166, Attention: Scott J. Greenberg; Joe Zujkowski; (iii) ***Counsel to the Revolving Credit Facility Lenders:*** **Simpson Thacher & Bartlett LLP**, 425 Lexington Avenue, New York, New York 10017, Attention: Nicholas Baker, Philip L. DiDonato, Amy W. Zhao; (iv) ***United States Trustee:*** **Office of the United States Trustee for the District of New Jersey, Region 3**, One Newark Center, Suite 2100, Newark, New Jersey 07102, Attention: Jeffrey M. Sponder; Lauren Bielskie; and (v) ***Committee:*** **Morrison & Foerster LLP**, 250 West 55th Street, New York, New York 10019, Attention: Lorenzo Marinuzzi, Theresa Foudy, Douglas Mannal, Raff Ferraioli, and Darren Smolarski -and- **Kelley Drye & Warren LLP**, One Jefferson Road, 2nd Floor, Parsippany, New Jersey 07054, Attention: James S. Carr, Maeghan Mcloughlin, and Connie Choe

Plan Supplement. The Debtors intend to file a Plan Supplement on or before **May 13, 2024**. The Debtors do not intend to serve copies of the Plan Supplement on all parties-in-interest in these Chapter 11 Cases; the Plan Supplement, however, may be obtained from the Claims, Noticing, and Solicitation Agent.

Assumption and Rejection Notices. The Debtors intend to file **on or before May 13, 2024**, the list of Executory Contracts and Unexpired Leases to be assumed and rejected consistent with Article V of the Plan. The Debtors do not intend to serve copies of the list of Executory Contracts and Unexpired Leases to be assumed and rejected on all parties-in-interest in these Chapter 11 Cases; the list, however, may be obtained from the Claims, Noticing, and Solicitation Agent. The Debtors will send a separate notice advising applicable counterparties to Executory Contracts and Unexpired Leases that their respective contracts or leases are being assumed, assumed and assigned, or rejected under the Plan, and if assumed or assumed and assigned, the proposed amount of Cure costs. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption and assignment, or the related amount of the Cure costs, must be filed, served, and actually received by the Debtors **on or before June 3, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the "Cure Objection Deadline") or seven (7) days after receiving notice of any amendment, modification or supplement to the Cure cost.

Obtaining Solicitation Materials. Holders of Claims that are entitled to vote on the Plan will receive a Solicitation Package. Further copies of the Solicitation Package may be obtained by: (a) calling (866) 967-0496 (domestic) or +1(310) 751-2696 (international) and asking for a member of the Solicitation Team; (b) submitting an inquiry to http://www.kccllc.net/thrasio/inquiry; or (c) writing to Thrasio Ballot Processing Center, c/o KCC 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245. You may also obtain copies of any pleadings filed with the Bankruptcy Court for free by visiting the Debtors' restructuring website, http://www.kccllc.net/thrasio, or the Bankruptcy Court's website at https://www.njb.uscourts.gov in accordance with the procedures and fees set forth therein. Please be advised that the Claims, Noticing, and Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE VIII OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND RELEASES OF LIENS AND GUARANTEES, ATTACHED HERETO AS ANNEX I, AND ARTICLE VIII.F CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES UNLESS SUCH HOLDERS: (X) ELECT TO OPT OUT OF THE RELEASES CONTAINED IN ARTICLE VIII.F OF THE PLAN; OR (Y) TIMELY OBJECT TO THE RELEASES CONTAINED IN ARTICLE VIII.F OF THE PLAN AND SUCH OBJECTION IS NOT RESOLVED BEFORE CONFIRMATION.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, PLEASE CALL (866) 967-0496 (DOMESTIC) OR +1 (310) 751-2696 (INTERNATIONAL), OR SUBMIT AN INQUIRY VIA WWW.KCCLLC.NET/THRASIO/INQUIRY.

Dated: April 23, 2024. */s/ Michael D. Sirota* KIRKLAND & ELLIS LLP, Josep Sathy, P.C. (admitted *pro hac vice*), 300 North LaSalle Street, Chicago, Illinois 60654, Telephone: (312) 862-2000, Facsimile: (312) 862-2200, josep.sathy@kirkland.com -and- Matthew C. Fagen, P.C. (admitted *pro hac vice*), Francis Petrie (admitted *pro hac vice*), Evan Swager (admitted *pro hac vice*), 601 Lexington Avenue, New York, New York 10022, Telephone: (212) 446-4800, Facsimile: (212) 446-4900, matthew.fagen@kirkland.com, francis.petrie@kirkland.com, evan.swager@kirkland.com, *Proposed Co-Counsel to the Debtors and Debtors in Possession* -and- **COLE SCHOTZ P.C.**, Michael D. Sirota, Esq., Warren A. Usatine, Esq., Felice R. Yudkin, Esq., Jacob S. Frumkin, Esq., Court Plaza North, 25 Main Street, Hackensack, New Jersey 07601, Telephone: (201) 489-3000, msirota@coleschotz.com, wusatine@coleschotz.com, fyudkin@coleschotz.com, jfrumkin@coleschotz.com, *Proposed Co-Counsel to the Debtors and Debtors in Possession*

Annex I

Discharge, Injunctions, Exculpation, and Releases

Please be advised that Article VIII of the Plan contains certain release, exculpation, and injunction provisions as follows:

Relevant Definitions

(1) "**Exculpated Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Lenders; (d) the DIP Lenders; (e) the Ad Hoc Group and each member of the Ad Hoc Group; (f) the Administrative Agent; (g) each lender and Issuing Banks and other secured parties under the First Lien Credit Agreement; (h) the DIP Backstop Parties; (i) each current and former wholly-owned Affiliate of each Entity in clause (a) through the following clause (i); and (j) each Related Party of each Entity in clauses (a) through this clause (j).

(2) "**Related Party**" means, with respect to any Entity, in each case in its capacity as such with respect to such Entity, such Entity's current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, successors, assigns, subsidiaries, partners, limited partners, general partners, principals, members, employees, agents, trustees, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals of such Entity, each in their capacity as such, and any person or Entity claiming by or through any of them, including any person or Entity claiming derivatively on behalf of any of them, in each case in their capacity as such; provided, however, that each Entity that timely and properly opts out of the releases contemplated herein shall not be a Related Party.

(3) "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) the Consenting Lenders; (d) the DIP Lenders; (e) the Ad Hoc Group and each member of the Ad Hoc Group; (f) the Administrative Agent; (g) the Arrangers, each lender, and Issuing Banks and other secured parties under the First Lien Credit Agreement; (h) the DIP Backstop Parties; (i) all Holders of Claims; (j) all holders of Interests; (k) each current and former wholly-owned Affiliate of each Entity in clause (a) through the following clause (l); and (l) each Related Party of each Entity in clauses (a) through this clause (l); *provided*, *however*, that each Entity that timely and properly opts out of the releases contemplated herein shall not be a Releasing Party; *provided*, *further*, *however*, that any Holder of Interests who acquired such Interests after the Voting Record Date (as such term is defined in the Disclosure Statement Order) and did not receive an opt out election form shall not be a Releasing Party.

Debtor Release. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, each Released Party is deemed released and discharged by the Debtors, the Reorganized Debtors, and their Estates from any and all Causes of Action, including any derivative claims asserted on behalf of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the First Lien Credit Documents, the Preferred Equity Documents, the Exit Facilities, the Exit Facilities Documents, the DIP Facility, the DIP Orders, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Plan Supplement, any Definitive Document, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Facility, the Exit Facilities, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, the Plan Supplement, any Definitive Document, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or willful misconduct. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement.

Release by Holders of Claims and Interests. Except as otherwise specifically provided in the Plan or the Confirmation Order, as of the Effective Date, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, 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 Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the First Lien Credit Documents, the Preferred Equity Documents, the Exit Facilities, the Exit Facilities Documents, the DIP Facility, the DIP Orders, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Plan Supplement, any Definitive Document, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Facility, the Exit Facilities, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, the Plan Supplement, any Definitive Document, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or willful misconduct. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or (ii) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement.

Injunction. Except as otherwise specifically provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

[1] The last four digits of Debtor Thrasio Holdings, Inc.'s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each Debtor's tax identification number may be obtained on the website of the Debtors' Claims, Noticing, and Solicitation Agent at https://www.kccllc.net/thrasio. The Debtors' service address for purposes of these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.

Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

For the avoidance of doubt, all exculpations remain subject to the Independent Investigation.

For the avoidance of doubt, and notwithstanding anything in the Plan to the contrary, for the BlackRock Consenting Creditors, the defined term "Related Party" shall be limited to any Related Party of the BlackRock Consenting Creditors for which such BlackRock Consenting Creditors are

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REGULATION

Guidelines Reduce Sugar And Salt in School Lunches

By LINDA QIU

WASHINGTON — School meals will soon contain less salt and sugar, but can still include chocolate milk, under new nutrition guidelines released by the Biden administration.

The Agriculture Department announced on Wednesday that it had finalized the regulation it had first proposed in February 2023, having weakened several provisions after feedback from food companies, school nutrition professionals and over 136,000 public comments.

"All of this is designed to ensure that students have quality meals and that we meet parents' expectation that their children are receiving healthy and nutritious meals at school," Tom Vilsack, the agriculture secretary, said in a call with reporters on Tuesday.

The new guidelines seek to better align school meals with federal dietary standards and build on a 2010 law that aimed to make cafeteria breakfasts and lunches healthier. That law, championed by Michelle Obama when she was the first lady, became embroiled in political debate almost immediately. The Trump administration tried repeatedly to roll back nutrition standards, and the Biden administration relaxed certain provisions to provide more flexibility during the coronavirus pandemic.

About 28.6 million students received or purchased lunch through the national school lunch program in the 2023 fiscal year, and the school lunch and breakfast programs cost the federal government about $21 billion.

Bringing meals more in line with federal dietary standards.

When the Agriculture Department proposed updates to the standards last year, school nutrition professionals called the guidelines unrealistic to enforce, and dairy groups expressed concerns over what they called a push to limit milk. The final rule reflects some of those concerns.

Under the rule, which will go into effect July 1, schools will need to limit the amount of added sugars in cereals and yogurts they serve beginning in the 2025-26 academic year and gradually step up reductions in other foods.

Added sugars currently provide about 17 percent of calories in school breakfasts and 11 percent in school lunches on average, according to a May 2022 government report. Federal dietary guidelines recommend that no more than 10 percent of daily calories come from added sugars.

Jamie B. Bussel of the Robert Wood Johnson Foundation, a health-focused nonprofit group, said the new limit represented a "significant step toward reducing kids' risk of chronic illnesses like Type 2 diabetes and heart disease."

The Sugar Association, a trade group, said it supported limiting added sugars in a weekly menu but called applying limits to individual products like flavored dairy products "arbitrary." The group also warned that the new standards might lead to increased use of artificial sweeteners, which is not addressed but could have its own health ramifications.

Schools will need to reduce sodium in lunches by 15 percent from current levels and in breakfasts by 10 percent by the 2027-28 academic year. This was scaled back from a proposed reduction of 30 percent by the 2029-30 school year. Mr. Vilsack said the Agriculture Department was unable to more meaningfully cut salt because it was essentially handcuffed by a policy rider in a spending package Congress approved in March limiting sodium reduction in school meals.

Current standards limit sodium for students in grades K-5 to 1,650 milligrams for breakfast and lunch combined, and the policy rider essentially capped the level at 1,420 milligrams. Federal dietary guidelines recommend no more than 1,500 milligrams of sodium daily for children ages 4 through 8.

Dairy, too, was spared from further reductions. Students can still glug chocolate, strawberry and other flavored milks under the final rule, provided that the beverages meet the limit on added sugars.

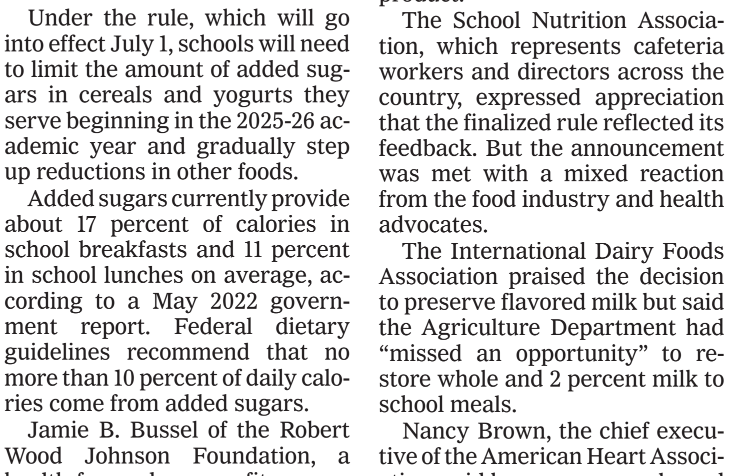
Flavored milk was the main source of added sugars in school meals, according to the 2022 government report. The Agriculture Department had considered banning the beverages for grades K-5 under the proposed regulation. But it decided against doing so, Mr. Vilsack said, because the dairy industry "stepped up to the challenge" and is working on making flavored milk products with less sugar.

The final rule also retains the current standard requiring that 80 percent of cereals and legumes offered be whole grains. The department had considered requiring all grains to be whole, with one exception a week for a refined grain product.

The School Nutrition Association, which represents cafeteria workers and directors across the country, expressed appreciation that the finalized rule reflected its feedback. But the announcement was met with a mixed reaction from the food industry and health advocates.

The International Dairy Foods Association praised the decision to preserve flavored milk but said the Agriculture Department had "missed an opportunity" to restore whole and 2 percent milk to school meals.

Nancy Brown, the chief executive of the American Heart Association, said her group was pleased by the caps on added sugars but disappointed that the rule did not require 100 percent whole grains and more significant sodium reductions.



AUDRA MELTON FOR THE NEW YORK TIMES

Added sugars provide about 11 percent of the calories in school lunches.

SAUL LOEB/AGENCE FRANCE-PRESSE — GETTY IMAGES

The Department of Transportation has set the standard of a "significant" delay at three hours for domestic flights and six hours for international flights.

Transportation Dept. Sets New Rules for Airlines

Passengers Can Expect Automatic Refunds With Cancellations and Delays, and No 'Junk' Fees at Booking

By CHRISTINE CHUNG

The Transportation Department on Wednesday announced new rules taking aim at two of the most difficult and annoying issues in air travel: obtaining refunds and encountering surprise fees late in the booking process.

"Passengers deserve to know upfront what costs they are facing and should get their money back when an airline owes them — without having to ask," said U.S. Transportation Secretary Pete Buttigieg in a statement, adding that the changes would not only save passengers "time and money," but also prevent headaches.

The department's new rules, Mr. Buttigieg said, will hold airlines to clear and consistent standards when they cancel, delay or substantially change flights, and require automatic refunds to be issued within weeks. They will also require them to reveal all fees before a ticket is purchased.

Airlines for America, a trade group representing the country's largest air carriers, said in a statement that its airlines "abide by and frequently exceed" D.O.T. consumer protection regulations.

Passenger advocates welcomed the new steps.

Tomasz Pawliszyn, the chief executive of AirHelp, a Berlin-based company that assists passengers with airline claims, called it a "massive step forward and huge improvement in consumer rights and protection" that brings the United States closer to global standards in passenger rights.

Here's what we know about the D.O.T.'s new rules, which will begin to go into effect in October.

There's now one definition for a "significant" delay.

Until now, airlines have been allowed to set their own definition for a "significant" delay and compensation has varied by carrier. Now, according to the D.O.T., there will be one standard: when departure or arrival is delayed by three hours for domestic flights and six hours for international flights.

Passengers will get prompt refunds for cancellations or significant changes for flights and delayed bags, for any reason.

When things go wrong, getting compensation from an airline has often required establishing a cumbersome paper trail or spending untold hours on the phone. Under the new rules, refunds will be automatic, without passengers having to request them. Refunds will be made in full, excepting the value of any transportation already used. Airlines and ticket agents must provide refunds in the original form of payment, whether by cash, credit card or airline miles. Refunds are due within seven days for credit card purchases and within 20 days for other payments.

Passengers with other flight disruptions, such as being downgraded to a lower service class, are also entitled to refunds.

The list of significant changes for which passengers can get their money back also includes: departure or arrival from an airport different from the one booked; connections at different airports or flights on planes that are less accessible to a person with a disability; an increase in the number of scheduled connections. Also, passengers who pay for services like Wi-Fi or seat selection that are then unavailable will be refunded any fees.

Airlines must give travel vouchers or credits to ticketed passengers unable to fly because of government restrictions or a doctor's orders.

The vouchers or credits will be transferable and can be used for at least five years after the date they were issued.

Fees for checked baggage and modifying a reservation must be disclosed upfront.

Airlines and ticket agents are now required to display any extra fees for things like checking bags or seat selection clearly and individually before a ticket purchase. They will also need to outline the airline's policies on baggage, cancellations and changing flights before a customer purchases a ticket.

The rules, which apply to all flights on domestic airlines and flights to and from the United States operated by foreign airlines, have varying start dates.

For example, automatic refunds must be instituted by the airlines within six months. But carriers have a year before they're required to issue travel vouchers and credits for passengers advised by a medical professional not to fly.