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

In re: Chapter 11

Apple Tree Life Sciences, Inc., et al., Case No. 25-12177 (LSS)

Debtors. (Joint Administration Requested)

DEBTORS' APPLICATION FOR ENTRY OF AN ORDER (I) APPROVING
THE RETENTION AND EMPLOYMENT OF KURTZMAN CARSON CONSULTANTS,
LLC DBA VERITA GLOBAL AS THE CLAIMS AND NOTICING AGENT
TO THE DEBTORS AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "<u>Debtors</u>") respectfully state the following in support of this application (this "<u>Application</u>").

#### **RELIEF REQUESTED**

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), appointing Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as the claims and noticing agent (the "Claims and Noticing Agent") in the Debtors' chapter 11 cases.

#### **JURISDICTION AND VENUE**

2. 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. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy

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The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Apple Tree Life Sciences, Inc. (4506); ATP Life Science Ventures, L.P. (8224); ATP III GP, Ltd. (6091); Apertor Pharmaceuticals, Inc. (3161); Initial Therapeutics, Inc. (2453); Marlinspike Therapeutics, Inc. (4757); and Red Queen Therapeutics, Inc. (8563). The location of the Debtors' service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.

Court for the District of Delaware (the "Local Rules") the Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that 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.

- 3. Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409.
- 4. The bases for the relief requested herein are section 156(c) of title 28 of the United States Code, sections 503 and 1107 of the Bankruptcy Code, Bankruptcy Rule 2002(f), and Local Rule 2002-1(e).

#### **BACKGROUND**

- 5. On December 9 and 15, 2025 (the "Petition Dates"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (these "Chapter 11 Cases"). A detailed description of the facts and circumstances of these Chapter 11 Cases is set forth in the Declaration of Dr. Seth L. Harrison in Support of Chapter 11 Petitions and First Day Motions (the "First Day Declaration")<sup>2</sup> and the Declaration of Perry M. Mandarino, Chief Restructuring Officer of the Debtors, in Support of Chapter 11 Petitions and First Day Motions. As is described in more detail in the First Day Declaration, the Debtors commenced these Chapter 11 Cases due to the failure of the Rigmora LPs to fulfill their contractual obligations, and their attempts to wind up the Partnership, which would destroy the Partnership through litigation. Through these Chapter 11 Cases, the Debtors seek to stabilize their business, and, under the Court's supervision, restructure the Partnership's capital structure.
- 6. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the

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<sup>&</sup>lt;sup>2</sup> Capitalized terms not defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

7. In support of this Application, the Debtors submit the declaration of Evan Gershbein (the "Gershbein Declaration"), attached hereto as **Exhibit B**.

#### **VERITA'S QUALIFICATIONS**

8. Verita is a leading chapter 11 administrator and comprises industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita has acted as the official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Verita's recent cases in this district include: In re American Signature, Inc., et al., Case No. 25-12105 (JKS) (Bankr. D. Del. Nov. 26, 2025); In re-Hudson 1701/1706, LLC, et al., Case No. 25-1185 (KBO) (Bankr. D. Del. Nov. 3, 2025); In re AGDP Holding Inc., et al., Case No. 25-11446 (MFW) (Bankr. D. Del. Aug. 5, 2025); In re Marelli Automotive Lighting USA LLC, et al., Case No. 25-11034 (CTG) (Bankr. D. Del. Jun. 12, 2025); In re Molecular Templates, Inc., et al., Case No. 25-10739 (BLS) (Bankr. D. Del. Apr. 22, 2025); In re Leisure Investments Holdings LLC, et al., Case No. 25-10606 (LSS) (Bankr. D. Del. Apr. 2, 2025); In re: F21 OpCo, LLC, et al., Case No. 25-10469 (MFW) (Bankr. D. Del. Mar. 18, 2025); In re Village Roadshow Entertainment Group USA Inc., et al., Case No. 25-10475 (TMH) (Bankr. D. Del. Mar. 18, 2025); In re Dynamic Aerostructures LLC, et al., Case No. 25-10292 (LSS) (Bankr. D. Del. Feb. 27, 2025); In re Gritstone bio, Inc., Case No. 24-12305 (Bankr. D. Del. Oct. 16, 2024); In re Fulcrum Bioenergy, Inc., et al., Case No. 24-12008 (Bankr. D. Del. Sep. 12, 2024); In re QLess, Inc., Case No. 24-11395 (BLS) (Bankr. D. Del. Jun. 21, 2024); In re Fisker Inc., et al., Case No. 24-11390 (TMH) (Bankr. D. Del. Jul 2, 2024); In re Supply Source Enterprises, Inc., et al., Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); In re ProSomnus, Inc., et al., Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); In re Sticky's Holding LLC, et al., Case No.

24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); In re SC Healthcare Holding, LLC, et al., Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); In re Cano Health, Inc., et. al., Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); In re InVivo Therapeutics Corporation, et al., Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); In re AN Global, LLC, et al. Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); In re Proterra Inc., et al., Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 10, 2023); In re Novan, Inc., et al., Case No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023); In re Lordstown Motors Corp., et al., Case No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023); In re KDC Agribusiness LLC, et al., Case No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023); In re PGX Holdings, Inc., et al., Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); In re Plastiq Inc., et al., Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); In re Christmas Tree Shops, LLC, et al., Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); In re Structurlam Mass Timber U.S., Inc., et al., Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); In re Catalina Mktg. Corp., Case No. 23-10620 (KBO) (Bankr. D. Del. Mar. 31, 2023); CBCRC Liquidating Corp., et al., Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); In re Starry Grp. Holdings, Inc., et al., Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023).

9. By appointing Verita as the Claims and Noticing Agent in these Chapter 11 Cases, the distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the Bankruptcy Court for the District of Delaware (the "Clerk") will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

#### SCOPE OF SERVICES TO BE PROVIDED

10. This Application pertains only to the work to be performed by Verita under the Clerk's delegation of duties as permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(e). Any

work to be performed by Verita outside of this scope is not covered by this Application or by any order of the Court granting approval hereof.

- 11. The Debtors will seek authorization by separate application to retain and employ Verita as administrative advisor in these Chapter 11 Cases pursuant to section 327(a) of the Bankruptcy Code because the administration of these Chapter 11 Cases will require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).
- 12. Specifically, Verita will perform the following tasks in its role as the Claims and Noticing Agent in these Chapter 11 Cases (collectively, the "<u>Claims and Noticing Services</u>"), as well as all quality control relating thereto:
  - (a) prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors or the Court, including, without limitation: (i) notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code in conformity with Local Form 132; (ii) notice of any claims bar date; (iii) notices of transfers of claims; (iv) notices of objections to claims and objections to transfers of claims; (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' chapter 11 plan or plans, including under Bankruptcy Rule 3017(d); (vi) notice of the effective date of any plan; (vii) notice of hearing on motions filed by the United States Trustee: (viii) any motion to convert, dismiss, appoint a trustee, or appoint an examiner filed by the United States Trustee's Office; and (ix) all other notices, orders, pleadings, publications, and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;
  - (b) for all notices, motions, orders, or other pleadings or documents served, prepare and file, or cause to be filed, with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes: (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served; (ii) a list of persons to whom it was served (in alphabetical order) with their mailing or email addresses as appropriate; (iii) the manner of service; and (iv) the date served;
  - (c) process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;

- (d) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Verita, not less than weekly;
- (e) maintain the official claims register for each Debtor (collectively, the "<u>Claims Registers</u>") on behalf of the Clerk, and, upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers;
- (f) specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.); (vi) the applicable Debtor; and (vii) any disposition of the claim;
- (g) maintain a separate claims register and separate creditor mailing matrix for each debtor in jointly administered cases;
- (h) record all transfers of claims and make changes to the creditor matrix after the objection period has expired. Verita shall also record any order entered by the Court that may affect the claim by making a notation on the claims register and monitor the Court's docket for any claims related pleading filed and make necessary notations on the claims register. No claim or claim information should be deleted for any reason;
- (i) file a quarterly updated claims register with the Court in alphabetical and numerical order. If there has been no claims activity, Verita may file a Certification of No Claim Activity;
- (j) allow public access to claims and the claims register at no charge. The complete proof of claim and any attachment thereto shall be viewable and accessible by the public, subject to Local Rule 9037-1;
- (k) maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;
- (l) maintain: (i) an up-to-date list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" service list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k), and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010 and update said lists and make said lists available upon request by a party-in-interest or the Clerk (within forty-eight (48) hours);
- (m) furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify such potential creditors of the existence, amount and classification of their respective claims as set forth in the

- Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (n) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (o) implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (p) assist in the dissemination of information to the public and respond to requests for administrative information regarding these Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website or call center:
- (q) within fourteen (14) days of entry of an order dismissing a case or within twenty-eight (28) days of entry of a final decree, Verita shall (i) forward to the Clerk an electronic version of all imaged claims, (ii) upload the creditor mailing list into CM/ECF and (iii) docket a Final Claims Register. If a case has jointly administered entities, one combined register shall be docketed in the lead case containing claims of all cases;
- (r) within 14 days after the earlier of entry of an order (a) converting the case or (b) terminating the services of the claims agent, Verita shall (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF and (iii) docket a Final Claims Register. If a case has jointly administered entities, one combined claims register shall be docked in the lead case containing claims of all cases. A Final Claims Register and creditor mailing matrix shall also be docketed in each jointly administered case containing the claims and creditor mailing matrix parties, respectively, of only that specific case;
- (s) Upon conversion of a chapter 11 case to a chapter 7 case, if there are more than two hundred (200) creditors, Verita shall (i) continue to serve all notices required to be served, at the direction of the chapter 7 trustee or the Clerk's Office or (ii) submit a termination order.

#### **PROFESSIONAL COMPENSATION**

13. The Debtors respectfully request that the undisputed fees and expenses incurred by Verita in the performance of the Claims and Noticing Services in accordance with the terms of the Engagement Agreement be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court.

- 14. Verita agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred. Verita further agrees to serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or the monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If a resolution is not achieved, the parties may seek resolution of the matter from the Court.
- agreed to indemnify, defend, and hold harmless Verita and its affiliates, members, directors, officers, employees, consultants, subcontractors, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or any order authorizing the employment and retention of Verita. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a claims and noticing agent in these Chapter 11 Cases.

#### **VERITA'S DISINTERESTEDNESS**

16. Although the Debtors do not propose to employ Verita under section 327 of the Bankruptcy Code pursuant to this Application, Verita has nonetheless reviewed its conflicts system to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and the Debtors have been advised that, to the best of Verita's knowledge, information and belief, and except as disclosed in the Gershbein Declaration, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

- 17. Moreover, in connection with its retention as Claims and Noticing Agent, Verita represents in the Gershbein Declaration, among other things, that:
  - (a) Verita is not a creditor of the Debtors;
  - (b) Verita is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code;
  - (c) Verita will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
  - (d) by accepting employment in these Chapter 11 Cases, Verita waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
  - (e) in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
  - (f) Verita will not employ any past or present employees of the Debtors in connection with its work as the claims and noticing agent in these Chapter 11 Cases;
  - (g) in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
  - (h) Verita shall be under the supervision and control of the Clerk with respect to the receipt and recordation of claims and claim transfers;
  - (i) Verita will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
  - (j) none of the services provided by Verita as the claims and noticing agent in these chapter 11 cases shall be at the expense of the Clerk.
- 18. If any new facts or circumstances are discovered that require additional disclosure, Verita will supplement its disclosure to the Court.

#### BASIS FOR RELIEF

#### I. Retention and Employment of Verita as Claims and Noticing Agent is Permitted.

- 19. This Application is made pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code and Local Rule 2002-1(e) for an order appointing Verita to act as the Claims and Noticing Agent in order to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in these Chapter 11 Cases. The Debtors' selection of Verita to act as the Claims and Noticing Agent has satisfied the Court's *Protocol for Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, in that the Debtors have obtained and reviewed engagement proposals from at least two (2) other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Verita's rates are competitive and reasonable given Verita's quality of services and expertise. The terms of retention are set forth in the agreement attached to the Proposed Order as **Exhibit 1** (the "Engagement Agreement"); provided, however, that Verita is seeking approval solely of the terms and provisions as set forth in this Application and the proposed order attached hereto.
- 20. Bankruptcy Rule 2002 generally regulates what notices must be given to creditors and other parties in interest in bankruptcy cases. Fed. R. Bankr. P. 2002(f). Under Bankruptcy Rule 2002(f), the Court may direct that some person other than the Clerk give notice of the various matters described below. Moreover, section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use "facilities" or "services" other than the Clerk for administration of bankruptcy cases. 28 U.S.C. § 156(c). Specifically, the statute states, in relevant part:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars and other administrative information to parties in cases

filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

21. In addition, Local Rule 2002-1(e) provides:

The Court may at the First Day Hearing authorize the retention of a claims and noticing agent—"claims agent" — under 28 U.S.C. § 156(c) on motion substantially conforming to Local Form 134. A chapter 11 debtor with more than 200 parties identified in the list filed under Local Rule 1007-2(a) must file the motion with its petition or within 7 days thereafter, unless the Court orders otherwise. The claims agent must comply with the Court's Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. §156(c).

Del. Bankr. L.R. 2002-1(e).

- Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of 200 entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 2002-1(e) and is otherwise in the best interests of both the Debtors' estates and their creditors. Accordingly, Bankruptcy Rule 2002, Local Rule 2002-1(e), and section 156(c) of title 28 of the United States Code empower the Court to utilize outside agents and facilities for notice and claims purposes, provided that the Debtors' estates bear the cost of such services.
- 23. Accordingly, for all of the foregoing reasons, the Debtors believe that the retention of Verita as the Claims and Noticing Agent in these in the chapter 11 cases is necessary and in the best interests of the Debtors, their estates and creditors, and all parties in interest. Furthermore, the Debtors respectfully submit that the fees and expenses that would be incurred by Verita under

the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

#### II. Relief Effective as of December 9, 2025, is Appropriate.

24. Pursuant to the Debtors' request, Verita has agreed to serve as the Claims and Noticing Agent on and after December 9, 2025, with assurances that the Debtors would seek approval of its employment and retention effective as of December 9, 2025, so that Verita may be compensated for its services prior to approval of this Application. The Debtors believe that no party in interest will be prejudiced by the granting of Verita's employment and retention effective as of December 9, 2025, as provided in this Application, because Verita has provided and continues to provide valuable services to the Debtors' estates in the interim period.

#### **NOTICE**

25. The Debtors will provide notice of this Application to the following parties and/or their respective counsel, as applicable: (a) the United States Trustee for the District of Delaware; (b) the holders of the twenty (20) largest unsecured claims against the Debtors (on a consolidated basis); (c) the United States Attorney's Office for the District of Delaware; (d) the Internal Revenue Service; (e) the attorneys general in the states where the Debtors conduct their business operations; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. Given that this Application seeks "first day" relief, within forty-eight (48) hours of the entry of an order granting this Application, the Debtors will serve copies of this Application and any order entered with respect to this Application as required by Local Rule 9013-1(m). The Debtors respectfully submit that, in light of the relief requested, no further notice is necessary.

#### **NO PRIOR REQUEST**

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

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### **CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: December 15, 2025 New York, New York Respectfully submitted,

/s/ Perry Mandarino

Perry Mandarino

Chief Restructuring Officer

# EXHIBIT A

**Proposed Order** 

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

In re:	Chapter 11
Apple Tree Life Sciences, Inc., et al.,1	Case No. 25-12177 (LSS)
Debtors.	(Joint Administration Requested)
	Re: Docket No

# ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS THE CLAIMS AND NOTICING AGENT TO THE DEBTORS AND (II) GRANTING RELATED RELIEF

Upon the application (the "Application")<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") for authority to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as the claims and noticing agent in the Debtors' chapter 11 cases (the "Claims and Noticing Agent") effective as of December 9, 2025, all as more fully set forth in the Application; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Apple Tree Life Sciences, Inc. (4506); ATP Life Science Ventures, L.P. (8224); ATP III GP, Ltd. (6091); Apertor Pharmaceuticals, Inc. (3161); Initial Therapeutics, Inc. (2453); Marlinspike Therapeutics, Inc. (4757); and Red Queen Therapeutics, Inc. (8563). The location of the Debtors' service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.

<sup>&</sup>lt;sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

#### IT IS HEREBY ORDERED THAT:

- 1. The Application is granted as set forth herein.
- 2. Notwithstanding the terms of the Engagement Agreement attached hereto as **Exhibit 1**, the Application is approved solely as set forth in this Order.
- 3. The Debtors are authorized pursuant to 28 U.S.C. § 156(c) and Local Rule 2002-1(e) to retain Verita as the Claims and Noticing Agent, effective as of December 9, 2025, under the terms of the Engagement Agreement, and Verita is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these cases, and all related tasks, all as described in the Application.
- 4. Verita shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtor, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
- 5. Verita is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

- 6. Verita is authorized to take such other action to comply with all duties set forth in the Application and this Order.
- 7. Verita shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. 156(c).
- 8. Without further order of this Court, the Debtors are authorized to compensate and reimburse Verita in accordance with the terms and conditions of the Engagement Agreement upon receipt of reasonably detailed invoices setting forth the services provided by Verita and the rates charged for each, and to reimburse Verita for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Verita to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.
- 9. Verita shall maintain records of all services performed showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel to the Debtors, counsel to any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices.
- 10. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices, and the parties may seek resolution of such matter from this Court if resolution is not achieved.
- 11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Verita under this Order shall be an administrative expense of the Debtors' estates.
- 12. The Debtors shall indemnify Verita under the terms of the Engagement Agreement, subject to the following modifications:

- (a) The Indemnified Parties shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services other than the Claims and Noticing Services, as provided under the Engagement Agreement, unless such services and the indemnification, contribution, or reimbursement therefore is approved by this Court.
- (b) Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Indemnified Parties, or provide contribution or reimbursement to Indemnified Parties, for any losses, claims, damages, judgments, liabilities or expense that are either: (a) judicially determined (the determination having become final) to have arisen from such Indemnified Parties' gross negligence, willful misconduct, or fraud; (b) for a contractual dispute in which the Debtors allege the breach of such Indemnified Parties' contractual obligations, if this Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to United Artists Theatre Co. v. Walton (In re United Artists Theatre Co.), 315 F.3d 217 (3d Cir. 2003); or (c) settled prior to a judicial determination under subsection (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which such Indemnified Parties should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order.
- If, before the earlier of: (a) the entry of an order confirming a chapter 11 (c) plan in these chapter 11 cases (that order having become a final order no longer subject to appeal); and (b) the entry of an order closing these chapter 11 cases, the Indemnified Parties believe that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, the Indemnified Parties must file an application in this Court, and the Debtors may not pay any such amounts to the Indemnified Parties before the entry of an order by this Court approving such application and the payment requested therein. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by the Indemnified Parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by the Indemnified Parties for indemnification, contribution, or reimbursement.
- 13. In the event Verita is unable to provide the Claims and Noticing Services, Verita will immediately notify the Clerk and the Debtors' attorney and cause to have all original proofs

of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' counsel.

- 14. The Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code or any applicable law, for work that is to be performed by Verita but is not specifically authorized by this Order.
- 15. The Debtors and Verita are authorized to take all steps necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.
- 16. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.
- 17. Verita shall not cease providing claims processing services during these chapter 11 cases for any reason, including nonpayment, without an order of this Court.
- 18. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, the terms of this Order shall govern.
- 19. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

# EXHIBIT 1

**Engagement Agreement** 

This Agreement is entered into as of the 12 day of December 2025, between Apple Tree Life Sciences, Inc. (together with its affiliates and subsidiaries, the "Company"), and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, "Verita"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **Terms and Conditions**

#### I. SERVICES

- A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.
- B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "Verita Fee Structure").
- C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).
- D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.
- E. The Company acknowledges and agrees that Verita will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

#### II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

- B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.
- C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.
- D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.
- E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.
- F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.
- G. [reserved].

#### III. RIGHTS OF OWNERSHIP

- A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.
- B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

#### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

#### V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

#### VI. SUSPENSION OF SERVICE AND TERMINATION

- A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.
- B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

#### VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

#### VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

#### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.
- B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential

damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

- C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.
- D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

#### X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

#### XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

#### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

KCC/Verita Global, LLC 222 N. Pacific Coast Highway, 3rd Floor El Segundo, CA 90245

Attn: Drake D. Foster Tel: (310) 823-9000 Fax: (310) 823-9133

E-Mail: dfoster@veritaglobal.com

Apple Tree Life Sciences, Inc.

230 Park Avenue, Suite 2800New York, NY 10169

Attn: Perry Mandarino Tel: (646) 367-2402

Fax:

E-Mail: pmandarino@brileysecurities.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

#### XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

#### XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

#### XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

#### XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

#### XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global DocuSigned by: Evan J. Gershbein -41878F97BE7747D.. BY: Evan Gershbein DATE: 14-Dec-2025 | 2:15:00 PM EST TITLE: EVP, Corporate Restructuring Services Company DocuSigned by: Perry Mandarino 12/14/2025 BY: Perry Mandarino

DATE:

TITLE: Chief Restructuring Officer

# EXHIBIT B

**Gershbein Declaration** 

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

In re:	Chapter 11
In re:	Chapter 1

Apple Tree Life Sciences, Inc., et al., 1

Debtors.

Case No. 25-12177 (LSS)

(Joint Administration Requested)

DECLARATION OF EVAN GERSHBEIN IN SUPPORT OF DEBTORS'
APPLICATION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND
EMPLOYMENT OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA
GLOBAL AS THE CLAIMS AND NOTICING AGENT TO THE DEBTORS AND
(II) GRANTING RELATED RELIEF

- I, Evan Gershbein, under penalty of perjury, declare as follows:
- 1. I am an Executive Vice President of Corporate Restructuring Services for Kurtzman Carson Consultants, LLC dba Verita Global ("<u>Verita</u>"), whose offices are located at 222 N. Pacific Coast Highway, 3<sup>rd</sup> Floor, El Segundo, California 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.
- 2. This Declaration is made in support of the *Debtors' Application for Entry of an Order (I) Approving the Retention and Employment of Kurtzman Carson Consultants, LLC DBA Verita Global as the Claims and Noticing Agent to the Debtors and (II) Granting Related Relief* (the "Application").<sup>2</sup>

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number include: Apple Tree Life Sciences, Inc. (4506); ATP Life Science Ventures, L.P. (8224); ATP III GP, Ltd. (6091); Apertor Pharmaceuticals, Inc. (3161); Initial Therapeutics, Inc. (2453); Marlinspike Therapeutics, Inc. (4757); and Red Queen Therapeutics, Inc. (8563). The location of the Debtors' service address in these chapter 11 cases is 230 Park Avenue, Suite 2800, New York, NY 10169.

<sup>&</sup>lt;sup>2</sup> Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Application.

3. Verita comprises leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases. Verita has acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Verita's recent cases in this district include: In re American Signature, Inc., et al., Case No. 25-12105 (JKS) (Bankr. D. Del. Nov. 26, 2025); In re Hudson 1701/1706, LLC, et al., Case No. 25-1185 (KBO) (Bankr. D. Del. Nov. 3, 2025); In re AGDP Holding Inc., et al., Case No. 25-11446 (MFW) (Bankr. D. Del. Aug. 5, 2025); In re Marelli Automotive Lighting USA LLC, et al., Case No. 25-11034 (CTG) (Bankr. D. Del. Jun. 12, 2025); In re Molecular Templates, Inc., et al., Case No. 25-10739 (BLS) (Bankr. D. Del. Apr. 22, 2025); In re Leisure Investments Holdings LLC, et al., Case No. 25-10606 (LSS) (Bankr. D. Del. Apr. 2, 2025); In re: F21 OpCo, LLC, et al., Case No. 25-10469 (MFW) (Bankr. D. Del. Mar. 18, 2025); In re Village Roadshow Entertainment Group USA Inc., et al., Case No. 25-10475 (TMH) (Bankr. D. Del. Mar. 18, 2025); In re Dynamic Aerostructures LLC, et al., Case No. 25-10292 (LSS) (Bankr. D. Del. Feb. 27, 2025); In re Gritstone bio, Inc., Case No. 24-12305 (Bankr. D. Del. Oct. 16, 2024); In re Fulcrum Bioenergy, Inc., et al., Case No. 24-12008 (Bankr. D. Del. Sep. 12, 2024); In re QLess, Inc., Case No. 24-11395 (BLS) (Bankr. D. Del. Jun. 21, 2024); In re Fisker Inc., et al., Case No. 24-11390 (TMH) (Bankr. D. Del. Jul 2, 2024); In re Supply Source Enterprises, Inc., et al., Case No. 24-11054 (BLS) (Bankr. D. Del. Jun. 13, 2024); In re ProSomnus, Inc., et al., Case No. 24-10972 (JTD) (Bankr. D. Del. May 9, 2024); In re Sticky's Holding LLC, et al., Case No. 24-10856 (JKS) (Bankr. D. Del. Apr. 26, 2024); In re SC Healthcare Holding, LLC, et al., Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 22, 2024); In re Cano Health, Inc., Case No. 24-10164 (KBO) (Bank. D. Del. Feb. 6, 2024); In re InVivo

Therapeutics Corporation, et al., Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); In re AN Global, LLC, et al. Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); In re Proterra Inc., et al., Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 10, 2023); In re Novan, Inc., et al., Case No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023); In re Lordstown Motors Corp., et al., Case No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023); In re KDC Agribusiness LLC, et al., Case No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023); In re PGX Holdings, Inc., et al., Case No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); In re Plastiq Inc., et al., Case No. 23-10671 (BLS) (Bankr. D. Del. May 25, 2023); In re Christmas Tree Shops, LLC, et al., Case No. 23-10576 (TMH) (Bankr. D. Del. May 9, 2023); In re Structurlam Mass Timber U.S., Inc., et al., Case No. 23-10497 (CTG) (Bankr. D. Del. Apr. 26, 2023); In re Catalina Mktg. Corp., Case No. 23-10620 (KBO) (Bankr. D. Del. Mar. 31, 2023); CBCRC Liquidating Corp., et al., Case No. 23-10245 (KBO) (Bankr. D. Del. Mar. 3, 2023); In re Starry Grp. Holdings, Inc., et al., Case No. 23-10219 (KBO) (Bankr. D. Del. Feb. 22, 2023).

- 4. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Verita will perform at the request of the Clerk's office the noticing and claims-related services specified in the Application and the Engagement Agreement. In addition, at the Debtors' request, Verita will perform such other noticing, claims, technical, administrative, and support services specified in the Application, subject to 28 U.S.C. § 156(c) and the Claims Agent Protocol.
  - 5. Verita represents, among other things, the following:
    - (a) Verita is not a creditor of the Debtors;
    - (b) Verita is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code;
    - (c) Verita will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the claims and noticing agent in these chapter 11 cases;

- (d) by accepting employment in these chapter 11 cases, Verita waives any rights to receive compensation from the United States government as claims and noticing agent;
- (e) in its capacity as the claims and noticing agent in these chapter 11 cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (f) Verita will not employ any past or present employees of the Debtors in connection with its work as the claims and noticing agent in these chapter 11 cases;
- (g) in its capacity as claims and noticing agent in these chapter 11 cases, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita will be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Verita as claims and noticing agent will be at the expense of the Clerk's office.
- 6. Although the Debtors do not propose to retain Verita under section 327 of the Bankruptcy Code pursuant to the Application and Verita is an administrative service provider who does not provide legal or other professional advice, I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest in these chapter 11 cases (the "Potential Parties in Interest"), a list of whom are attached hereto as **Exhibit 1**. The list of Potential Parties in Interest was provided by the Debtors and included, among other things, the Debtors, non-Debtor affiliates, significant equity holders, the Debtors' current and former directors and officers, secured creditors, top twenty (20) unsecured creditors, vendors, and other parties. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. Based on this review, Verita is not aware of any connection to disclose as part of the Application other than as described below. Should Verita discover any new relevant facts or

relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

- 7. In addition, to the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its professionals, has any material adverse connection to the Debtors' estates with respect to any matter upon which Verita is to be engaged. Certain of the Debtors' creditors may be involved as vendors in cases in which Verita serves or has served in a neutral capacity as claims and noticing agent or administrative advisor for another chapter 11 debtor.
- 8. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "Board") of Verita's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.
- 9. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita's parent entities, affiliates, and subsidiaries and (ii) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as

set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

- 10. To the extent Verita learns of any other connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtors with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.
- 11. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.
- 12. Verita has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors.
- 13. To the best of my knowledge, neither Verita nor any of its employees represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge and belief.

Dated: December 15, 2025 Los Angeles, California Respectfully submitted,

/s/ Evan Gershbein

Evan Gershbein Executive Vice President Kurtzman Carson Consultants, LLC dba Verita Global

Telephone: (310) 823-9000

# **EXHIBIT 1**

**List of Potential Parties in Interest** 

## **Debtors**

Apple Tree Life Sciences, Inc. ATP Life Science Ventures, L.P.

ATP III GP, Ltd.

Apertor Pharmaceuticals, Inc.

Initial Therapeutics, Inc.

Marlinspike Therapeutics, Inc.

Red Queen Therapeutics, Inc.

### Bank

Bank of California

#### **Vendors**

1Password

AAAS

Altasciences Company Inc.

American Chemical Society

Asset Panda, LLC

Bachem Americas, Inc.

BCL

Belay Solutions, LLC

BioCentury, Inc.

Boston Globe Life Science Media

Box, Inc. Canon

Ci. II

Citeline

Clarivate Analytics (US), LLC

CT Corp

Dana-Farber Cancer Institute

Dechert LLP

Digital Science & Research Solutions,

Inc.

**DirectUS** 

DocuSign, Inc.

**Echelon Fine Printing** 

Elsevier

**Endpoints** 

Evaluate

Guidepoint Global, LLC

Integration Appliance, Inc.

LinkedIn Corporation

Maples Group

New England Journal of Medicine

Nextiva

**NY Times** 

Omega Systems Consultants

Omnicia, Inc.

Pace Analytical Life Sciences, LLC

Palmier

Peak Scientific

Petra

PPD Development LP

Prendio LLC

**Private Plane Expenses** 

Rockefeller University Press (JoCB)

Springer Nature

The Agency Worldwide – The Metanoic

Organization, LLC

### **Consultants**

Andrew Bayliffe

CBIZ Advisors, LLC

Chelsea Technologies, LLC

**Grant Thornton LLP** 

Hughes and Hughes Bookkeeping

Insperity

Mark Mitchnick

**Newfront Consulting** 

Ollie Yuav

Pluris Valuation Advisors, LLC

Sarah Recchio

Wilson Sonsini Goodrich & Rosati

### **Contract Counterparties**

1Password

American Chemical Society

**American Copy Machines** 

Asset Panda

**BCL Search** 

Belay Solutions, LLC

BioCentury Inc.

Boston Globe Life Sciences Media LLC

**Box Service** 

Chelsea Technologies Managed Services

Citeline

Clarivate

Cogent Communications, LLC

**CT Corporation Systems** 

**Digital Science** 

**Directus Cloud** 

DocuSign, Inc.

Elsevier

**EndPointsNews** Evaluate Ltd.

Guidepoint Global, LLC

Insperity Intapp

LinkedIn Corporation

Maples Group

Massachusetts Medical Society New England Journal of Medicine

Palmier Services Ltd. Peta Funds Group

Pluris Valuation Advisors, LLC

Science AAAS Sentient Jet Springer Nature

Rockefeller University Press Journal of

**Experimental Medicine** 

Regents of the University of California

Berkeley

The Agency Worldwide – the Metanoic

**Organization LLC** The New York Times

#### Lessors

CIC

RXR HB Owner, LLC

230 Park Avenue Holdco, LLC

#### **Utilities**

8x8

Cogent Communications, LLC

## Bankruptcy Judges, Court Staff, and **Clerk of Court for the District of Delaware**

Chief Judge Karen B. Owens

Judge John. T. Dorsey Judge Craig T. Goldblatt Judge Thomas M. Horan Judge Brenden L. Shannon Judge Laurie Selber Silverstein

Judge Kate J. Stickles Judge Mary F. Walrath

Al Lugano Amanda Hrycak

Cacia Batts Claire Brady Danielle Gadson Demitra Yeager Jill Walker Laura Haney Laurie Capp Lora Johnson Marquietta Lopez Nickita Barksdale Nikki Washington Paula Subda Rachel Bello Stephen L. Grant **Xavier Hunt** 

# **Staff of the Office of the United States**

## Trustee, Region 3

Andrew R. Vara Benjemin Hackman Christine Green Denis Cooke Diane Giordano Dion Wynn Edith A. Serrano

Elizabeth Thomas

Fang Bu

Hannah M. McCollum

Holly Dice

James R. O'Malley

Jane Leamy Jonathen Lipshie Jonathen Nyaku Joesph Cudia Joseph McMahon Juliet Sarkessian Lauren Attix

Linda Casey

Linda Richenderfer Micheal Panacio Nyanquioi Jnoes Ramona Harris

Richard Schepacarter Rosa Sierra-Fox Shakima L. Dortch Timothy J. Fox, Jr.

**Board Members** 

Seth Harrison Margaret Bigelow

**Debtors' Professionals** 

Quinn Emanuel Urquhart & Sullivan,

LLP

Potter Anderson & Corroon LLP

Murphy & King

**Portfolio Companies** 

**Aethon Therapeutics** Apertor Pharmaceuticals

Ascidian Therapeutics (fka Pulsar Bio

Therapeutics) **Aulos Bioscience** 

Braeburn

Deep Apple Therapeutics Evercrisp Biosciences Galvaniz Therapeutics **Initial Therapeutics** Marengo Therapeutics Marlinspike Therapeutics

**Nereid Therapeutics** 

Nine Square

**Red Queen Therapeutics** Replicate Bioscience

Red Queen Therapeutics, Inc.,

**Creditors** 

1Life Healthcare Inc. 9375-3408 Quebec Inc.

ADP, Inc

Altasciences Company Inc. Amnet Systems LLC

Apple Tree Life Sciences, Inc.

**Aptar Congers** 

Arthur J. Gallagher Risk Management

Services, Inc.

Aruna K. Subramanian Ascidian Therapeutics, Inc.

ATP Research and Development, Inc.

Bachem Americas, Inc.

Bay Valuation Advisors, LLC

BDO USA, LLP Bend Financial, Inc. Bill.com

Blue Cross Blue Shield Boston Industries, Inc.

Brex

**Browne Consulting Group** 

Cambridge Biolabs Cambridge Trust Cameron Wolfe

CD Chunn & Associates, Inc. Charles River Laboratories, Inc.

Chien-Te Kent Tseng Colorado State University CPC Scientific, Inc. Creative Biolabs Inc. Credit Card Misc. CT Corporation

Custom NMR Services, Inc.

Cytel Inc

Dana-Farber Cancer Institute

Davey Smith Dechert LLP

Delaware Secretary of State Digital Insurance LLC

DocuSign, Inc. Ea Spry Co. Inc. eCtd Publishing LLC

Eric Smith

**Eurofins Panlabs Discovery Services** 

Taiwan, Ltd.

**Eurofins Panlabs Inc Eva Garland Consulting** 

EveMed

Fragomen, Del Ray, Bernsen & Loewy,

LLP

Franchise Tax Board

**Gregory Bird** 

Gyros Protein Technologies Halloran Consulting Group

Hansol Jang Henry Herce

**Human Predictions LLC** ImQuest BioSciences

InCSD, LLC

Integral Molecular, Inc.

Intuit

**IVEK Corporation** 

Janet Nokleby

John George McHutchison JTR & Associates, LLC K P'Das Bio-Consulting KOC Consulting, LLC

Kyinno Biotechnology Co., Ltd.

Larry Smith

Latham BioPharm Group

LinkedIn

Loren David Walensky

Loxley LLC

Lytica Therapeutics, Inc. M3 USA Corporation Mark Mitchnick MD

MED Regulatory & Toxicology

Consulting, LLC

Medizinische UniversitÄt Innsbruck Meeting Protocol Worldwide LP Meeting Protocol Worldwide LP-1

Microbiologics

NAGASE Specialty Materials NA LLC

Namrata Turaga – EUR Namrata Turaga – GBP Namrata Turaga – USD

Nanopharm Ltd.

Nanopharm Ltd. – USD

Next Breath

Omega Systems Consultants

Omnicia, Inc. Organix

Pace Analytical Life Sciences, LLC

Peak Scientific Inc. Pentagram Design Inc. PPD Development, LP

Prendio LLC

ProPharma Group LLC Protein Technologies, Inc.

Prudence Ciardullo

PurePEG, LLC

Quality Compliance Partners, Inc.

Raphael J. Landovitz Ravneesh Sachdev Retrovirox Inc.

RG Supply Chain Consulting Inc

Ron Moss Sarah Recchio Shelterpoint

Shyam Kottilil

Sigmovir Biosystems Inc. Sino Biological US Inc. Solium Capital LLC

Southern Research Institute Spences Services LLC

Sterling Corporation

Sun Life

The Agency Worldwide The Catalytic Agency, LLC

Tremaine DMPK Consulting, LLC

True North Biopharm LLC TS Pharma Experts LLC

**Tufts Biolabs** 

University of Tennessee Health Science

Center

Uppsala Monitoring Centre

Utah State University, Institute for

Antiviral Research

V4Scientific Vascumab LLC Vectura Ltd. ViraTree LLC

Vivitide

Waters Technologies Corporation

WilliamsMarston LLC

Wilson Sonsini Goodrich & Rosati, P.C.

World Courier Inc

World Customs Brokerage Inc

WuXi AppTec (HongKong) Limited

YIN HTWE Zahra Fathi

## **Initial Therapeutics, Inc., Creditors**

1Life Healthcare, Inc. 201 Spear Street AA BLOCKS, LLC

**AABC** Testing & Certification

AACR ABBEXA Abcam, inc. AC Hotel

AC Lab Instruments

Ace Parking

Acrotien ChemBio Inc

ACTenviro AstaTech Inc.
Adobe Astrill VPN
ADP ATCC

Agilent Technologies, Inc.

ATP Research and Development, Inc.

Airgas USA, LLC A

AIR-TITE Products Co., Inc.

Aurigene Pharmaceutical Services, Ltd.

AK Scientific, Inc.

Alaska Airlines

Avanan

Aviva Systems Biology

Alexander McCampbell Axis Enterprises Inc.
Alex's Mobile Notary Public Services Axis Promotions

Alithea Genomics SA
Allucent US LLC
Backhaus
Alpha Teknova, Inc.
BambooHR
Amami San
Baskin-Robbins

Amaresh Keleta Bay Valuation Advisors

Amazon Bayshore Safety & Industrial Supplies

Amazon Business Prime BCBS

Amazon Capital Services, Inc.

BDO USA LLP
Beckman Coulter, Inc.

Ambeed, Inc.

American Association for Cancer

Becton, Dickinson & Co.

Bend Financial

Research Biocom California
American Chemical Society BioDuro LLC
American Type Culture BioIVT

American Type Culture

American Type Culture Collection

Amith Vikram Rangarajan

BioIVT

BioLegend

BioProcedure

Amoura Resturant Bio-Rad Laboratories, Inc.
Ampersandpeople inc Biospace

Anirban Datta

Biospace

Biotage, LLC

Biotech Equipment Sales, Inc.

Ann MacLaren
Antibodies Inc.
Bio-Techne Sales Corporation
Bliss Pops

AnytimeLabTrader, LLC

Aon Consulting, Inc. (NJ)

Blossom Flower Deliver
Blue Bottle Coffee

Apconix Ltd.

BMG LABTECH, Inc.

Apertor Pharmaceuticals Inc.

Apexbio Technology LLC

Bordelon Marine
Boster Biological Technology

Apicells Inc.

Boster Biological Technology

Box, Inc.

Are Café Resturant
Armanino Advisory LLC
BPS Bioscience Technology
Brady Worldwide Inc

Arthur Dean Olson (Dean Olson Patent Brex Card – Expensify Linked

Consulting) Brian Benjamin Tuch

Arthur J. Gallagher Risk Management
Services, Inc.

Asana
Bran M Paegel
Bridge Bank
Broken Yolk Café
ASCO
Bronwyn Sanders

Brooke Olson Blair

Browne Consulting Group

**BUTCHER'S CUT** 

Cable 55
Caffe Central
Caffe Centro

California Chamber of Commerce California Franchise Tax Board

California Pizza Kitchen

Cambridge Healthtech Institute Cancer Research Institute

**CAS** 

CC My Admin LLC

CDW LLC
Celine Calalang
Cell Culture Company

Cell Signaling Technology, Inc.

Certara USA, Inc. Certified GeneTool, Inc. Champions Oncology, Inc.

Charles Kreider (Kreider Consulting)

Charles River Laboratories

Chase Luck Bakery

Checkr ChemAxon

ChemExplorer Company LTD Chemglass Life Sciences Chemical Computing Group

Chemrus Inc.

Che, scene Limited Liability Company

Chemtos LLC Chico Marx Chipotle Online

Christine Matthews (now Digital

Insurance)

Christos Tzitzilonis
Chwen Cheng Chen
Cintas Corporation (AZ)
City of Burlingame
City of Sm Pw Parking
City of South San Francisco
City of Ssf Permit Dept
Clarke Consulting

Clarke S1 Sirn

Clipper CLSA **CAN** 

Collaborative Drug Discovery, Inc.

Combi-Blocks Inc.
Computer Care

Copyright Clearance Center Corovan Moving & Storage Co.

Costco

Creative Biogene, Inc. Creative Biolabs, Inc. Credit Card Misc. Crossmint Pending

Crown Bioscience Netherlands BV

Crown Bioscience, Inc.

Crown Worldwide Moving and Storage,

LLC CSC

**CSC Leasing CO** 

Cshl Meetings & Courses

CT Corporation Culligan Culligan Water

Curia Bio Inc. (dba Lake Pharma)

Curia Global, Inc.

Cursor

**CVS Pharmacy** 

**Daicel Chiral Technologies** 

Danae Inc. Daniel W Pierce Danielle Carino

Data Kable Technology Inc Dataworks Development Inc DC3 Therapeutics, LLC De Novo Software Dead Eye Coffee Bar Dean W. Felsher

Deep Apple Therapeutics, Inc.

Delaware State DeNoix Inc

DHL

Diaago LLC

Diamond Age Data Science LLC

Dice Molecules SV, inc. Divisadero Florist

DocuSign

Dojindo Molecular Technologies, Inc.

Dollar Tree

Donald Schmidt Jr.

DoorDash

Dorothy Rachel Green

Dotmatics, LLC

Dragonfly Design Group

Drug Design Group

Easy Learning Incubator LLC

EasyLlama Eataly eBay

EDITCO BIO INC.

Edward M. Driggers

Eirna Bio Ltd

Embassy Suites by Hilton EMD Millipore Corporation

Emily Lin Karbarz eMolecules, Inc. Enamine US Inc.

Endpoints Envoy

Eppendorf North America Inc.

Esposto's Catering

Esquire

Esraa Mohamed

Etsy

Eurofins Cerep SA

**EUROFINS DISCOVEREX CORP** 

Eurofins Panlabs Inc.

EventCreate
Express Parking
Extra Space Storage

EyeMed ezCater

Ezcater Ruse Woodfire

Farley's FedEx

Fisher Scientific Company, LLC

FlowJo LLC Forkable

Formulatrix LLC

Fragomen, Del Ray, Bensen, & Loewy,

LLP Fred Ward

Frontage Laboratories, Inc.

Frontier Scientific Services Inc.

Fuchunju

FUJIFILM Wako Chemicals U.S.A.

Corporation

**G&P Biosciences LLC** 

Galen Laboratory Supplies LLC

GarboBio Inc. (AcceGen)

Gary F. Musso Gaslamp

GeneCopoeia, Inc.

Genesee Scientific Corporation

GenScript USA, Inc. Gifford Bioscience Ltd

Github GlobalData GoDaddy

Gordon Rees Scully Mansukhani, LLP

**Grainger Industrial Supply** 

Grant Park Bistro

GraphPad

Greenhouse Software, inc.

GroupGreeting

GS Pharma Solutions, LLC Hamamatsu Corporation

Headline Pa Herb N' Kitchen High Flying Foods Hilton Hotels HL Peninsula HoneyBaked Ham

Horizon Discovery Biosciences Ltd

Hyatt

Ichika Sushi House IKA-WORKS, Inc.

IKEA
Il Fornaio
Illumina, Inc.
Ilsa Kirby
Impark

**India Quality Restaurant** 

**Indian Clay Pot** 

Instacart

Integra Biosciences Corporation Integrated DNA Technologies, Inc. Integrative Drug Discovery ULC

Intuit

Invested Digital Group, Inc.

IQ Proteomics, LLC

Jack in the Box Jackie McGrath Inc.

James Harrison Doudna Cate

Jeff Hsu

Jena Bioscience GmbH

Jennifer Rocnik Jessamyn Wead

Jetbrains Americas, Inc.

Jim Li

JMP Group Inc. John Hood

Jonathan R Wong dba Enigma Search

Solutions LLC Joesph M. Llovet Joesph Fan

Julius Khoo, Consultant K.F. Howell Electric, Inc. Kai Fa Qu Xi Lai Deng Jiu Kenneth B. Wlasichuk

Kim F. McClure (Kb Pharma

Consulting, LLC)

Klein Hersh International Kristina Leandra Harter Kristine Anne Gordon Laurie L. LeDoux

LAZ Parking

Leibniz-Institut DSMZ-Deutsche Sammlung von Mikroorganismen und

Zellkulturen GmbH Lenovo Group

Letterman Digital Arts

Life Technologies Corporation LifeSpan Biosciences, Inc. Lonza Walkersville, Inc.

Lowe's

Lucid Software Luke's Lobster Marriott

Marshall Scientific LLC

Martin S. Linsell

Maruzen International Co., Ltd. Matphil Technologies, Inc. dba

Pipette.com
McCormick Place
McMaster-Carr Supply
McNeill Baur PLLC

Meaghan An

MeCour Temperature Control, LLC

MedChemExpress LLC

Mercury Business Services LLC Meso Scale Diagnostics, LLC Metrion Biosciences Ltd. Mettler-Toledo Rainin, LLC

Mzez Greek Fusion Microsoft Office Azure

Microsoft Store

Miller & Lux Restaurant

MingHin Cuisine Mohan Sivaraja

Molecular Devices, LLC

MongoDB

**Monnit Corporation** 

Moravek Biochemicals, Inc.

Morrow Service, Inc. Mosaic Networx, LLC Murigenics, Inc.

Murphy & King MyBioSource, Inc.

NanoImaging Services, Inc.

Nanosyn, Inc.

National Screening Services LLC Nationwide Screening Services

Nespresso

New England Biolabs

NexusCW Inc. Nicholas Galli

Nine Square Therapeutics Corporation

Niu B

NorCal Water

Nothing Bundt Cakes Novogene Corporation Inc. NovoPro Bioscience Inc. Novus Biologicals, LLC

Nuaire

NXT Power, LLC

Occupational Health Centers of North

Carolina, P.C. Okta. Inc

OLIVAS MEXICAN FOOD
On The Roll Catering and Events

One12

OneDigitial Topco LLC (Digital

Insurance LLC)

OpenAI

Optibrium Limited

OriGene Technologies, Inc.

Osteria Panevino Palace Hotel Dining Panera Bread

Parking – SF

Parr Instrument Company

Pbss

Pegasus Purchaser, Inc. (BioProcure) Pegasus Purchaser, Inc. (Prendio)

Penske Truck Rental PerformYard, Inc. Peter DiLaura

Pharmablock (USA), Inc.

Pharmaron, Inc.
Phenomenex, Inc.
Phillip Patten
Pingyu Ding
Pizzeria Delfina

Plasmidsaurus Inc. Posit Software, PBC

Postal Annex Prendio LLC Pressed Café Prestige Lens Lab

PricewaterhouseCoopers LLC

Primordium Labs Prince Scientific LLC Profcontrol GmbH Promega Corporation

Pronto!

ProteinSimple

Proteintech Group, Inc.

Qiagen LLC

Quintara Discovery, Inc. R&D Systems, Inc. Rachel Kindt Ramen Hero

RayBiotech RC TRITEC AG

Regents of the University of CA, Irvine

Remarkable

RevMAb Biosciences USA, Inc.

Revvity Health Sciences, Inc. Revvity Signals Software, Inc.

Rhino Networks Ribomaps LTD Ricky P Jones RIPOSO Riposo Mobile Road Master Club

Ronnie-Ray Abriam Orpilla

Rosemarie O'Shea

RStudio Rudra Nand

Russell Reynolds Associates, Inc.

Sab Lai Thai Kitchen Samuel Munroe

San Diego Convention Center San Francisco Baking Institute San Francisco International Airport

San Mateo County San Mateo County Tax

Santa Cruz Biotechnology Inc

Sartorius Corporation SBC Worldwide, LLC

Schrodinger SciSummary

Secretary of State California

See's Candies Seismic Installations Selleck Chemicals LLC

Sensitech Inc. Sentinel Sequatic LLC SFMTA Parking

Shanghai Chempartner Co., Ltd.

Sheridan Books

Shisan Fan Sushi and Chinese

Restaurant Shred City

Sigma-Aldrich, Inc.

Signal Solutions Corporation

Silicon Valley Corporate Relocation

SL 2T, LLC (SmartLabs)

Slack

Slidexpress PVT LTD

SmartSign SnapGene **SNPsaurus** 

Solium Plan Managers LLC

Soloprotect US

**SPRO** 

Stanford University

Staples

Staples Advantage

Starbucks

Stella Alpina Osteria Stemcell Technologies Inc

Stericycle, Inc. Steven A Smith Steven J. Freedman Steven R. Sando Strategic Spaces Subscription Cc Auth

Sun Life Financial Surplus Solutions LLC

Susan Lyman Susanne Steggerda

Swagelok Northern California

Synthego Corporation System Biosciences

TAQUERIA LAS PENCAS

**Target** 

Tastes On The Fly

Tax1099 TeamViewer Tecan U.S. Inc

Technical Safety Services, LLC Technology & Patent Research

International, Inc. Teledyne ISCO

Thai Satay Restaurant & Bar The Agency Worldwide The Catalytic Agency, LLC

The Cohen Group

The Grove Wine Bar & Kitchen - Cedar

Park

The Home Depot
The Honest Company

The Regents of the University of

California, San Francisco

The Speech Improvement Company Inc.

Therma LLX

Thomas Scientific Holdings Inc

Thorlabs, Inc.
Tim French

Total Winne & More

Traverse

TriLink Biotechnologies, LLC

Trip.com

Triton Appliance Repair

Uber Uline, Inc United

Unity Biotechnology

University of California, San Diego Small Molecule X-ray Crystallography

**Facility** 

UPS Supply Chain Solutions, Inc.

Urban Kitchen USA Scientific, Inc.

**USPS** 

Vector Laboratories, Inc.

Veloxee Vincor Tech Vistaprint

VWR International, LLC W.B. Mason Company, Inc.

W.W. Grainger, Inc. Waterco of California

Wave Wave Rock

West Coast Chemistry Services White Elephant Restaurant Whole Foods Market

Williams Marston

Wilson Sonsini Goodrich & Roasti, P.C.

Wise Guys Events

WPP Group USA, Inc. dba Ogilvy

Health WTMR

WuXi AppTec (Shanghi) Co., Ltd.

Xiaoyue Chen Yi Chao Fan

Yummy Home Plate

Zachary Sweeney (Edgewood Scientific

Consulting)

Zazzle

Zoom Video Communications, Inc.

Zotero

Zymo Research Corporation

Apertor Pharmaceuticals, Inc.,

**Creditors** 

1640 South Loop Road LLC

1Life Healthcare, Inc.

Abcam, Inc.

Abmole Bioscience Inc.

Abwiz Bio Inc Access Plants LLC

Adams & Chittenden Scientific Glass

**ADP** 

Advanced Chemical Transport Agilent Technologies, Inc

AK Scientific, Inc.

Alameda County Environmental Health

Alameda County Tax Collector Amazon Capital Services Amazon Web Services

Ambeed Inc.

**AmiD Biosciences LLC** 

AnaSpec Inc.

Apple Tree Life Sciences, Inc. Applied Chemistry Solutions Applikon Biotechnology, Inc.

Arash Samadi

Arthur J. Gallagher Risk Management

Services, Inc.

**ATCC** 

Atlas Copco Compressors LLC

ATP Research and Development, Inc.

Avanan, Inc AxisPharm Azenta US, Inc. Bay Air Systems

Bay Valuation Advisors, LLC

BCBS MA BDO USA, LLP

Becton, Dickinson and Company

Benchling, Inc. Bend Financial, Inc.

Bill.com Bio Basic Inc. bioauxilium Biocair Inc BioDuro, LLC BioLegend, Inc. Biomatik Corporation

BioPharmics LLC BioProcure, Inc.

Bio-Rad Laboratories, Inc.

Biotage LLC BiotechnologyJobs

Biozilla, LLC Bo Pang

Bordelon, Inc dba Ben's Dry Ice

Boston BioProducts, Inc. BPS Bioscience, Inc.

Brex

BroadPharm

Browne Consulting Group BUCHI Corporation California Fire Detection California Life Sciences

**Carvill Consulting** 

Cayman Chemical Company Inc.

CC My Admin, LLC CDW Direct, LLC Cell Biolabs, Inc.

Cell Signaling Technology, Inc. Charles River Discovery Research

Services UK Limited [GBP]

Charles River Discovery Research

Services UK Limited [USD] Charles River Laboratories Cell

Solutions, Inc.

Chemglass Life Sciences, LLC Chemical Computing Group

Christian Puccetti

Chun Li

Cintas Corporation

Clarivate Analytics (US) LLC

Clark + Elbing LLP Clarke Consulting, Inc.

CNA

Cole-Parmer Instrument Company, LLC Collaborative Drug Discovery, Inc.

Combi-Blocks Inc.

Comcast

Commonwealth of Massachusetts

ComputerCare, LLC

Cooley LLP

Copyright Clearance Center, Inc.

CozChemix Limited Creative Bioarray Creative BioMart Inc. Credit Card Misc.

**CSC** Leasing Company

**CT** Corporation

CTK Instruments LLC
Data Kable Technology Inc

De Lage Landen Financial Services, Inc. Dean Olson Patent Consulting LLC

Demetrix, Inc.
Denisse Martinez
Diaago LLC

Diego Garrido Ruiz Digital Insurance, LLC Discovery Life Sciences

Discovery Scientific Solutions LLC Diversified Laboratory Repair, Inc. Dragonfly Design Group, Inc.

E-Control Systems, Inc. Edmund Graziani Elsevier B.V. Elson Electric

Epoch Life Science, Inc. Eppendorf North America, Inc.

Ericka Mendez

Esco Technologies, Inc.

EyeMed Fahim Syed FedEx Freight

First Choice Coffee Services

Fisher Scientific Flowjo, LLC

Fortis Life Sciences fna Bethyl

Laboratories

Foxx Life Sciences, LLC

Fragomen, Del Ray, Bernsen & Loewy,

LLP

FUJIFILM Wako Chemicals U.S.A.

Corporation

Genesee Scientific Corporation

Genewiz, LLC Genprice Inc. GenScript USA Inc. Gentige USA Sales, LLC Global Industrial

Global Life Sciences Solutions USA

LLC

Gold Biotechnology

Gordon Research Conferences

Grainger

GSL Biotech, LLC Hamilton Company, Inc.

Harris & Lee Environmental Sciences

LLC

HARVARD APPARATUS

Heather Roth

Hooke Laboratories, Inc.

HIS

ICE Safety Solutions IKA Works, Inc.

Independent Plumbing Co.

Infors USA Inc.

Ingenium Group, LLC Initial Therapeutics, Inc.

Integra Biosciences Corporation Integrated DNA Technologies, Inc.

Intuit, Inc

Invested Digital Group, Inc.

IQ Proteomics, LLC

Iron Box LLC

Isomerase Therapeutics Ltd

James Kim Jay D Keasling Jeff Wong

Jeremy Barton Consulting Inc.

Karen Sutherland

KBA Document Solutions, LLC

Kelly Services Labelmaster

Laboratory Equipment Company

LABRepCo LLC

Lambda

Lawrence Lum Lawson Drayage, Inc

Leibniz-Institut DSMZ-Deutsche Sammlung von Mikroorganismen und

Zellkulturen GmbH

Leo Letendre

LHE Bioscience Inc. LI-COR Biotech, LLC LI-COR, Inc.

Life Technologies Corporation Linde Gas & Equipment Inc.

Litmos US, L.P. f/k/a Solo Operations

US, LLC

Lonza Walkersville, Inc.

Mallory Safety and Supply LLC

**Marmon Biostatistics** 

Marvelgent Biosciences, Inc.

Matthew Jacobson McMaster-Carr

MedChemExpress, LLC MedSupply Partners

Mettler-Toledo Rainin, LLC

Mettler-Toledo, LLC Microverse Studios Molecular Devices Mosaic Network Nacalai USA, Inc.

Naomy Jareily Ruvalcaba

National Institute of Technology and

**Evaluation** 

Nationwide Screening Services

NBS Scientific, LLC NCS Moving Services Nefeli Chanoutsi

Neil Vasan

New England BioLabs, Inc. New Life Scientific, Inc. New Pig Corporation Nine Square Therapeutics

North America Immigration Law Group

Novogene Corporation Inc. Novus Biologicals, LLC

NW Seacology NXT Power Okta, Inc. OTJ Architects

Oxford Nanopore Technologies Inc.

Paul Hawkins
Peak Scientific, Inc.
Pete KOH Installations
Phenomenex, Inc.
Plasmidsaurus
Prenido LLC

Prestige Lens Lab

PricewaterhouseCoopers LLP

Promega Corporation ProPharma Group LLC Proskauer Rose LLP

**Protection Plus Security Services** 

Proteintech Group, Inc.

Qiagen LLC

QuakeHold Industrial, Inc.

R&D Systems, Inc.

Rabin

Raissa Estrela Curado

Rajesh Chopra

Ray Liu Consulting LLC Reaction Biology Corporation

Regina Roodhouse

Revvity Health Sciences, Inc. Revvity Signals Software, Inc.

Roman Aguirre Rose Citron

Samantha Bucktrout

San Mateo County Tax Collector

Sandra Santulli-Marotto

Santa Cruz Biotechnology, Inc.

SBS Pharma Consulting

Science Suite Inc. dba BioRender

Sciencelo

Scientific Plastics Company, Inc.

SciSafe Inc.

Seismic Installations Sentinel Benefits

SeqCenter

SEQUETECH CORP

Sequoia Signs & Graphics, Inc.

SFS Chemical Safety

Shimadzu Scientific Instruments, Inc.

Shinji Kasahara Sigma-Aldrich, Inc. Signalchem Biotech Inc.

Signosis, Inc. Silas Burdick

Sino Biological US inc.

SL2T LLC SmartSheet Inc. SNPsaurus LLC

Solium Plan Managers LLC

SoloProtect US LLC

South San Francisco Fire Department

Southern Biotech

Staples Advantage

State of CA – Franchise Tax Board

State of Delaware - Division of

Corporations

Stemcell Technologies Inc

**STERIS Corporation** 

Strategic Spaces, LLC

STRUCTURAL ENGINEERS, INC.

Sun Life Assurance Company of Canada

Takara Bio USA, Inc.

Technical Safety Services, LLC

Teco Pneumatic

Tenova Pharmaceuticals Inc.

Thames Pharma Partners, LLC

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Centre

The Cohen Group

The Ogilvy Group LLC

The Regents pf the University of

California

Thermo Fisher Financial Services Inc.

Thomas Scientific, LLC

Tinghua Cao

Toronto Research Chemicals, Inc.

Tracking Solutions, Inc.

Twist Bioscience Corporation

Uline, Inc.

University of North Carolina at

Wilmington

US Bank Equipment Finance

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Vascumab LLC

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Wuxi AppTec (HongKong) Limited

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