

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

Zosano Pharma Corporation,

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

Ref. Docket No. 413

**ORDER APPROVING STIPULATION WITH STEVEN LO
REDUCING AND ALLOWING CLAIM NO. 226**

This matter coming before the Court upon the *Stipulation With Steven Lo Reducing and Allowing Claim No. 226* (the “**Stipulation**”) (capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Stipulation); and the Court having reviewed the Stipulation,

IT IS HEREBY ORDERED THAT:

1. The Stipulation attached hereto as Exhibit 1 is approved.
2. The Claim shall be reduced and allowed as a general unsecured claim in the amount of \$570,553.13.
3. The Parties to the Stipulation are authorized to take all action necessary or appropriate to implement the Stipulation.
4. This Court shall retain jurisdiction to resolve any and all disputes arising from or related to this Order.
5. This Stipulation shall become effective immediately upon entry of this Order.

**Dated: July 15th, 2024
Wilmington, Delaware**


**J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE**



EXHIBIT 1

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

Zosano Pharma Corporation,¹

Debtor.

Chapter 11

Case No. 22-10506 (JKS)

**STIPULATION WITH STEVEN LO
REDUCING AND ALLOWING CLAIM NO. 226**

SierraConstellation Partners, LLC, acting as Liquidating Trustee (the “**Trustee**”) on behalf of the above-captioned debtor and debtor-in-possession (the “**Debtor**”), and Steven Lo (“**Lo**” and, together with the Trustee, the “**Parties**”), hereby stipulate and agree (this “**Stipulation**”) as follows:

RECITALS

WHEREAS, on June 1, 2022 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Court**”);

WHEREAS, on or about August 21, 2022, Lo filed a claim which has been ascribed claim no. 226 in the amount of \$851,560.96, of which \$15,150.00 was listed as a priority claim (collectively, the “**Claim**”);

WHEREAS, on November 22, 2022, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Second Amended Chapter 11 Plan of Liquidation of Zosano Pharma Corporation* (the “Confirmation Order”) [Docket No. 294] and the Trustee was granted

¹ The business address and the last four (4) digits of the Debtor’s federal tax identification number is Zosano Pharma Corporation, 34790 Ardentech Court, Fremont, California 94555 (8360).

“the sole authority to: (1) file, withdraw, or litigate to judgment, objections to Claims or Interest; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court...” *See* Confirmation Order, p. 29;

WHEREAS, the Parties have agreed to resolve the Claim on the terms set forth herein.

NOW, THEREFORE, subject to the approval of the Bankruptcy Court, the Parties hereby stipulate and agree as follows:

1. The Bankruptcy Court may enter an order in the form annexed hereto (the “**Stipulation Order**”).

2. The Claim shall be reduced and allowed as a general unsecured claim in the amount of \$570,553.13.

3. No portion of the Claim shall be entitled to priority under 11 U.S.C. § 507(a).

4. This Stipulation is entered into solely to reflect the agreement of the Parties with respect to the subject matter herein, and neither this Stipulation nor the fact of its execution will constitute any admission or acknowledgment on the part of any Party, except with respect to the subject matter of this Stipulation.

5. Each Party is duly authorized and empowered to execute this Stipulation.

6. The Bankruptcy Court shall retain exclusive jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation.

7. All of the recitals set forth above are incorporated by reference as if fully set forth herein. This Stipulation constitutes the complete express agreement of the Parties concerning the subject matter hereof, and no modification or amendment to this Stipulation shall be valid unless it is in writing, signed by the Party or Parties to be charged and approved by the Bankruptcy Court.

8. Each Party has participated in and jointly consented to the drafting of this

Stipulation and any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

9. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

Dated: July 12, 2024

GREENBERG TRAURIG, LLP

/s/ Dennis A. Meloro

Dennis A. Meloro (No. 6681)
Greenberg Traurig, LLP
222 Delaware Avenue, Suite 1600
Wilmington, Delaware 19801
Telephone: (302) 661-7000
Facsimile: (302) 661-7360
Email: melorod@gtlaw.com

/s/ Steven Lo

Steven Lo
170 Harbor Way, Suite 300
South San Francisco, CA 94080
Email: SteveLo650@gmail.com

-and-

John D. Elrod (Admitted *pro hac vice*)
Terminus 200
3333 Piedmont Road NE, Suite 2500
Atlanta, Georgia 30305
Telephone: (678) 553-2100
Facsimile: (678) 553-2212
Email: elrodj@gtlaw.com

Counsel for the Liquidating Trustee