

Fill in this information to identify the case:

Debtor Eiger BioPharmaceuticals, Inc

United States Bankruptcy Court for the: Northern District of Texas
(State)

Case number 24-80040

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?** CHARISSA ELIZABETH BONDY
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
CHARISSA ELIZABETH BONDY 994 LASALLE ST SUPERIOR, CO 80027-8185, United States	
Contact phone <u>303-915-0694</u>	Contact phone _____
Contact email <u>dcmjbondy@msn.com</u>	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

4. **Does this claim amend one already filed?** No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?** No
 Yes. Who made the earlier filing? _____



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2761 ____

7. How much is the claim? \$ 107504.71. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Services performed as full time employee

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/19/2024
MM / DD / YYYY

/s/Charissa Bondy
Signature

Print the name of the person who is completing and signing this claim:

Name Charissa Bondy
First name Middle name Last name

Title Executive Director, Quality Assurance

Company Eiger Biopharmaceuticals
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1544 | International (310) 751-2638

Debtor: 24-80040 - Eiger BioPharmaceuticals, Inc		
District: Northern District of Texas, Dallas Division		
Creditor: CHARISSA ELIZABETH BONDY 994 LASALLE ST SUPERIOR, CO, 80027-8185 United States Phone: 303-915-0694 Phone 2: Fax: Email: dcmjbondy@msn.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Services performed as full time employee	Last 4 Digits: Yes - 2761	Uniform Claim Identifier:
Total Amount of Claim: 107504.71	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Charissa Bondy on 19-Jul-2024 12:48:12 p.m. Eastern Time Title: Executive Director, Quality Assurance Company: Eiger Biopharmaceuticals		

	GROSS
2023 annual salary (\$295,000)	\$0.00
PTO 108 hours (through August 31, 2024) x \$141.826/hr	\$15,317.21
second half of retention bonus not paid on June 14, 2024	\$33,187.50
2024 bonus pro-rated through August 31, 2024	
\$295000x.3=\$88,500/12=\$7,375/month x 8 months = \$59,000	\$59,000.00

total claim: \$107,504.71



2155 Park Boulevard
Palo Alto, CA 94306

CONFIDENTIAL

May 31, 2023

Charissa Bondy
Senior Director, Quality Assurance

Dear Charissa,

Eiger is very pleased to offer you a promotion to **Executive Director, Quality Assurance** reporting directly to Christopher Kurtz, Chief Technical Officer. Your new responsibilities are outlined in the attached job description. Your remote position will continue to be located at 2155 Park Blvd, Palo Alto, CA 94306.

The following are the details:

- Your new annual base salary is \$295,000 which includes a promotion increase of \$15,000 or 5.4%.
- Your FY23 STI target bonus eligibility is 30% of your base salary.
- You have also been granted a stock option to purchase 24,400 shares, which will become available in your E*TRADE account soon after the grant. The shares will vest monthly in 48 equal installments. The shares will be priced on the last trading day of the month.

Should you accept this offer, your new salary, STI target eligibility and options grant will be effective as of Wednesday, May 31, 2023.

Thank you and congratulations! We look forward to your success in your new role!

Sincerely,
DocuSigned by:

David Apelian

OF1FCA681024459...
David Apelian

Chief Executive Officer

Acceptance:

I hereby accept this promotion at Eiger Biopharmaceuticals, Inc. I understand and agree that my employment with the company continues to be voluntarily and that I may resign at any time. Similarly, my employment may be terminated for any reason and at any time without previous notice. I understand this promotion letter constitutes employment "at-will" and no contractual relationship or actionable promises exist between the employer and employee. This term of employment is not subject to change or modification of any kind except in writing and signed by the Senior Director of Human Resources and the Chief Executive Officer of Eiger Biopharmaceuticals,

DocuSigned by:

Charissa Bondy

BA6698D8CC384AE...

/ 5/31/2023

Signature

Charissa Bondy

Date



2155 Park Boulevard
Palo Alto, CA 94306

December 12, 2023

Charissa Bondy
994 Lasalle St
Superior, CO 80027

Dear Charissa,

Subject to the terms of this Retention Bonus Agreement (“Agreement”), you are eligible to earn a bonus in the total amount of \$66,375, provided that you remain employed with the Company through June 14, 2024 (“retention period”) following the execution of this Agreement. The Company will pay the first of two equal payments of \$33,187.50, less taxes, payroll deductions and withholdings, on January 2, 2024, and the second payment of \$33,187.50 less taxes, payroll deductions and withholdings, on June 14, 2024, upon completion of the retention period following the execution of this Agreement. This means payment is not earned unless you remain an employee of the Company in good standing on a full-time basis through each of the retention dates above.

If you terminate employment with the Company prior to January 2, 2024 employment period, you will not be eligible to earn any portion of the bonus. If you terminate employment with the Company after January 2, 2024 but before June 14, 2024 employment period, you will not be eligible to earn the second portion of the bonus. By your signature below, you understand that if you terminate employment with the Company before January 2, 2024, you will not be eligible for any portion of the bonus, and if you terminate employment between January 2 and June 14, 2024, you will not be eligible to earn the second portion of the bonus.

Notwithstanding anything to the contrary in this Agreement, the Retention Bonus will be prorated over the Retention Period for any days that you are on an approved leave of absence.

Please note that this Agreement does not impact or otherwise modify your Employment Terms dated September 30, 2022, and does not change or alter your status as an at-will employee of the Company. Your retention bonus will not be deemed part of base salary for any annual bonus calculations and will not be considered in determining the amount of any other Company provided benefit.

Charissa Bondy

David Apelian



2155 Park Boulevard
Palo Alto, CA 94306

CONFIDENTIAL

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Chief Executive Officer

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DocuSigned by:

Charissa Bondy

BA6698D8CC384AE...

/ 5/31/2023

Signature

Charissa Bondy

Date