

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?** Caremark, L.L.C.
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)
See summary page	

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

Contact phone 312-832-4500 Contact phone _____
Contact email ggoodman@foley.com Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

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: ____ _

7. How much is the claim? \$ 579,000.00. 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.
See attached addendum

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.

<input type="checkbox"/> No		
<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(<u>2</u>) that applies.		\$ <u>579,000.00</u>

* 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 07/22/2024
MM / DD / YYYY

/s/Barry Kennick
Signature

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

Name Barry Kennick
First name Middle name Last name

Title Vice President, Specialty Trade and Contract Administration

Company Caremark, L.L.C.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 3100 Sanders Road, Northbrook, IL, 60062, USA

Contact phone _____ Email barry.kennick@cvshealth.com



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: Caremark, L.L.C. c/o Geoffrey S. Goodman, Foley and Lardner LLP 321 N. Clark Street Suite 3000 Chicago, IL, 60654 USA Phone: 312-832-4500 Phone 2: Fax: 312-832-4700 Email: ggoodman@foley.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: See attached addendum	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 579,000.00	Includes Interest or Charges: No	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(2): 579,000.00	
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: Barry Kennick on 22-Jul-2024 3:37:26 p.m. Eastern Time Title: Vice President, Specialty Trade and Contract Administration Company: Caremark, L.L.C. Optional Signature Address: 3100 Sanders Road Northbrook, IL, 60062 USA Telephone Number: Email: barry.kennick@cvshealth.com		

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	Chapter 11
EIGER BIOPHARMACEUTICALS, INC., <i>et al.</i> ¹	Case No. 24-80040 (SGJ)
Debtors	(Jointly Administered)

**ADDENDUM TO PROOF OF CLAIM
SUBMITTED BY CAREMARK, L.L.C.**

Caremark, L.L.C. (“Caremark”) hereby submits this addendum in support of its proof of claim against Eiger Biopharmaceuticals, Inc. (“Eiger”), one of the debtors in the above-captioned chapter 11 cases (collectively, the “Debtors”). As detailed below, Caremark has a claim against Eiger (the “Claim”) in the estimated aggregate amount of \$579,000 all of which is a post-petition administrative claim as set forth below. Caremark is a party to a certain Specialty Pharmacy Provider Agreement with Eiger (the “Caremark Contract”).²

Claims Against Eiger

1. Caremark was the exclusive provider for Eiger’s product, Zokinvy. Pursuant to the Caremark Contract and applicable law, Caremark has the right to return unused Zokinvy to Eiger, if not dispensed to patients. Both before and after the Debtors filed chapter 11 on April 1, 2024 (the “Petition Date”), Caremark acquired Zokinvy for disbursement to patients.

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: Eiger BioPharmaceuticals, Inc. (1591); EBPI Merger Inc. (9986); EB Pharma LLC (8352); Eiger BioPharmaceuticals Europe Limited (N/A); and EigerBio Europe Limited (N/A). The Debtors’ service address is 2100 Ross Ave., Dallas, Texas 75201.

² The Caremark Contract is not attached because it is confidential. The Debtors, however, have a copy of the contract.

2. The Debtors sold substantially all of their assets in chapter 11, including their Zokinvy assets. The Debtors' buyers did not take assignment of the Caremark Contract. Consequently, as stated below, Caremark possesses Zokinvy that may not be dispensed to patients and, therefore, is subject to Caremark's return claims against Eiger.

3. As of the date hereof, Caremark possesses Zokinvy in the amount of approximately \$579,000 (the "Claim Amount") that may be subject to Caremark's right to return such inventory to Eiger. The entire Claim Amount consists of Zokinvy acquired by Caremark after the Petition Date, which provided a direct, tangible benefit to Eiger. The entire Claim Amount thus constitutes an administrative expense claim under 11 U.S.C. §§ 503(b) and 507(a)(2).

Reservation of Rights

4. This Claim is without prejudice to additional claims that Caremark had, has, or may have, including: (a) for recoupment or setoff, whether under the Caremark Contract, the United States Bankruptcy Code or other applicable law, or (b) additional administrative expense claims allowable under 11 U.S.C. § 503(b), whether or not such amounts are included in this Claim, and Caremark expressly reserves its right to file such a claim at an appropriate time.

5. Caremark expressly reserves the right to: (a) alter, amend, update, modify, supplement or otherwise revise this Claim in any respect at any time; and (b) file additional proofs of claim for any other liability or indebtedness of Eiger or any other Debtor. Caremark specifically preserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Caremark by the Debtors or any other party in interest in the Debtors' bankruptcy cases, or any other person or entity whatsoever, including any challenges or defenses to the jurisdiction of this Court over any such claim.

6. The filing of this Claim is not and should not be construed to be: (a) a waiver or release of Caremark's rights against any other person liable for all or part of any claim described

herein; (b) a waiver of the right to seek to have the reference withdrawn with respect to any proceedings commenced in this case against or otherwise involving Caremark (including with respect to any counterclaims to the claims asserted in this Claim); or (c) an election of remedies which waives or otherwise affects any other remedy of Caremark.