

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

In re:

EIGER BIOPHARMACEUTICALS, INC., *et al.*¹

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**AFFIDAVIT OF PUBLICATION OF NOTICE OF (I) COMBINED HEARING ON THE
AMENDED DISCLOSURE STATEMENT AND CONFIRMATION OF THE AMENDED
JOINT PLAN, AND (II) NOTICE OF OBJECTION AND OPT OUT RIGHTS IN THE
NEW YORK TIMES AND SAN FRANCISCO CHRONICLE**

This Affidavit of Publication includes the sworn statements verifying that the Notice of (I) Combined Hearing on the Amended Disclosure Statement and Confirmation of the Amended Joint Plan, and (II) Notice of Objection and Opt Out Rights was published and incorporated by reference herein as follows:

1. In *The New York Times* on August 2, 2024, attached hereto as **Exhibit A**.
2. In the *San Francisco Chronicle* on August 2, 2024, attached hereto as **Exhibit B**.

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 Avenue, Dallas, Texas 75201.



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Exhibit A

INTERNATIONAL | TECHNOLOGY | ECONOMY

Bank of England Cuts Interest Rates for the First Time Since 2020

By ESHE NELSON

LONDON — The Bank of England decided, by a slim margin among its policymakers, to cut interest rates on Thursday for the first time in more than four years amid slower inflation.

Britain's central bank lowered rates a quarter of a percentage point to 5 percent, the first rate cut since March 2020, when the coronavirus pandemic shut down large parts of the economy. The rate cut brings an end to the most aggressive efforts of the central bank to stamp out high inflation, which reached double digits less than two years ago.

The decision is likely to bring some relief to mortgage holders and business owners who have been stung by the rising cost of borrowing. For the past year, interest rates were held at 5.25 percent, the highest level since 2008.

But policymakers warned that it was a “finely balanced decision” and that going forward interest rates would be lowered slowly, which would keep their policy stance restrictive for a while.

“We need to put the period of high inflation firmly behind us,” Andrew Bailey, the bank's governor, said in a news conference.

“And we need to be careful not to cut rates too much or too quickly.”

The central bank's decision was close. Five members of its nine-person rate-setting committee, including Mr. Bailey, voted to lower rates. They argued that inflation, which was at 2 percent in June, had abated enough to begin easing policy. But several of them said the risks of persistent inflationary pressures had not “conclusively dissipated,” according to the minutes of this week's policy meeting.

The other four members said they would have preferred to wait for more evidence that inflationary pressures had subsided before cutting rates. The split decision reflects the uncertainty about the strength of domestic price pressures.

Despite inflation's falling to the central bank's 2 percent target, policymakers have been concerned that stubborn price pressures, specifically from higher wages and the services sector, which includes categories like hospitality and culture, would push the inflation rate back above their target and hold it there.

Several major central banks have been grappling with the same problem. On the one hand,



The Royal Exchange in London. The Bank of England's interest rate cut on Thursday ends its most aggressive efforts to stamp out high inflation.

officials have warned that premature rate cuts would make it even harder to sustainably return inflation to 2 percent. At the same time, they have not wanted to keep interest rates high for longer than necessary and cause undue economic damage.

The European Central Bank cut rates in June but then paused at its next meeting, emphasizing its cautious approach to easing pol-

icy. The Federal Reserve held rates steady on Wednesday but said it could begin lowering them next month if data continued to suggest inflation was cooling.

In Britain, the path of inflation is expected to be bumpy. The bank forecast inflation to rise to about 2.7 percent this year as the effect of lower energy prices no longer pulls down the overall inflation rate. The bank expects inflation to

start slowing again in the second half of 2025 and then drop below the 2 percent target in 2026.

Policymakers have been closely watching some components of inflation that have remained uncomfortably high. Wage growth was running at an annual rate of 5.6 percent and services inflation, which is heavily influenced by labor costs, was at 5.7 percent in June. Officials have been trying to untangle whether prices are high in this sector because of short-term volatility, such as higher hotel prices, or more persistent factors.

Mr. Bailey said the committee would remain “highly alert” to the risk of inflation's becoming more persistent.

“I'm not giving you any view on the path of rates to come,” he said. At each meeting, policymakers will decide whether to move rates depending, in part, on whether the economy and inflation are evolving as they expect.

Investors are betting there is about a three-quarters chance that the bank cuts rates again in November, according to trading in financial markets.

The central bank also raised its forecast for economic growth this

year to 1.25 percent, from 0.5 percent a few months ago, after data showed the economy grew more strongly than expected in the beginning of the year.

The rate decision is the first since the general election in Britain, which put the Labour Party in power. Over the past few weeks, the new government has announced sweeping changes to raise economic growth, including starting a national wealth fund

5%

The new interest rate in Britain.

and changing the development planning system to make it easier to build homes. The chancellor of the Exchequer, Rachel Reeves, also said she was planning to cut some spending because of a shortfall of 22 billion pounds (\$28 billion) in the budget this year, and warned that there would be more spending cuts and tax increases in October.

The Bank of England said it was briefed by the government on its recent announcements, but they came too late to be factored into its economic forecasts.

Hollywood Editors Worry About A.I.

FROM FIRST BUSINESS PAGE

of makeup artists, prop makers, set designers, lighting technicians and camera operators — the union's president advised members to make the best of it.

“If an A.I. job comes near your craft,” said the IATSE president, Matthew Loeb, members should embrace it and “make ourselves the experts.” In a recording shared with a reporter by a union member, Mr. Loeb added, “Because that's the way we're going to keep our jurisdiction, keep people gainfully employed.”

But to Mr. Moore and his fellow Cassandras, the failure to secure stronger A.I. protections bodes poorly not only for them but for workers across the country. “If a 70,000-member union like IATSE can't protect workers, what does it mean for everybody else?” he said, referring to the number of craftspeople covered under two major contracts. “For society going forward?”

A Cavalcade of Technology

Technological breakthroughs have been upending Hollywood for more than a century, and editors have not been immune.

For decades, the way sound editors eliminated the various clinks and clanks in dialogue was to find a clean version of an obstructed word from a different take and splice it in.

Then, about 15 years ago, software from a company called iZotope made it possible to identify the blemish and cut it out — no splicing required. A longtime sound editor who declined to be identified for fear of alienating employers said the program diminished the craftsmanship involved in sound editing but made it more efficient. And the job still required the sound editor's refined ear: Take away too much noise and the dialogue wouldn't sound natural. Leave too much in and the noise would be distracting.

But according to this editor, new generative A.I. programs have enabled someone with almost no training in sound to press a few buttons and largely achieve what the sound editor previously accomplished.

Other crafts appear to be facing similar pressure. Artists who work on movies report that they are increasingly seeing A.I.-generated illustrations on their jobs. The actor and filmmaker Tyler Perry has disclosed that he has used A.I. rather than rely extensively on makeup artists for two coming movies. (Mr. Perry called for regulation of A.I. to protect jobs.)

To fend off these threats, many IATSE members said, they hoped their union would negotiate protections similar to what Hollywood writers won last year during their five-month strike: a prohibition on requiring writers to use A.I. programs like ChatGPT for scripts or outlines, along with strict rules on minimum staffing and duration, to limit potential job losses.

The new IATSE contract has neither of those measures. It says studios won't require workers to “provide prompts” that lead to the displacement of union members, but also says studios can “require employees to use any A.I. system.” Workers fear that studios will simply hire fewer workers for each project, knowing that A.I. will make them more productive.

Many of the contract's A.I. provisions — like an agreement to negotiate in the future over the effect of A.I. — are procedural. They don't commit the studios to any concrete position, like preserving

a certain number of jobs.

“The language they used in the agreement says we're required to use A.I. if the studio so chooses,” said Christopher Glass, an IATSE member and production designer who oversees the design of sets, props and creatures. “I don't think it's necessary to say that. The writers don't have that provision.”

An IATSE spokesman said employment in the industry hinged on many economic factors beyond A.I., and noted that the latest contract required regular meetings



“If an A.I. job comes near your craft,” members should become experts, said Matthew Loeb, the IATSE president.

between the union and individual studios as “avenues to further develop policy.”

The Alliance of Motion Picture and Television Producers, which negotiates on behalf of studios, declined to comment.

IATSE's leadership has not been deaf to its members' concerns about A.I. “We realize that some classifications and some members may be impacted by this in a way not experienced before,” Cathy Repola, the executive director of the editors' local, said at a town-hall meeting to discuss the contract.

Unlike its most vocal members, however, the IATSE leadership appears to be more fatalistic about the possibility of restraining A.I.

“We cannot defy it or attempt to prohibit its use,” Ms. Repola said at the meeting. And while writers may have won stronger restraints on the use of A.I., she added, IATSE craftspeople did not have the same leverage.

“If the entire bargaining unit of the IATSE said, ‘We're going to refuse to use A.I.’, the productions ‘wouldn't be made here in this country,’” Ms. Repola said.

She and other leaders have also pointed out that unlike the writers' contract, the IATSE contract covers dozens of different crafts, making sweeping prohibitions less practical.

Whether or not they accepted these arguments, members' anxiety about A.I. did not appear to trigger a groundswell of opposition to the contract, which passed with more than 85 percent support.

Many members welcomed the gains that the union won in other areas, like wages, pension contributions and safety measures. And even among those concerned about A.I., there appeared to be little appetite to vote down the contract and go on strike while the industry was struggling.

Now, the Animators

Still, the debate over A.I. remains a live one within the union. In mid-August, the Animation Guild, an

IATSE local that negotiates separately from the larger union, will begin bargaining with studios over its next contract. In interviews, members of the guild's bargaining committee said they hoped to improve on the A.I. provisions that the parent union negotiated.

“They're really hard to look at, honestly,” said Nora Meek, a storyboard artist and writer who serves on the committee.

In some ways, the nearly 6,000 members of the Animation Guild, which represents not just artists and character designers but also writers and directors, face even bigger threats from A.I. than other IATSE members. Animation studios often outsource work to nonunion shops, and some nonunion studios appear intent on experimenting with A.I.

“Cocomelon,” a popular children's cartoon that runs on YouTube and is made with non-union workers, laid off most of its seven or eight writers during the past year, as well as several artists. A former employee, who spoke anonymously because of a nondisclosure agreement, said executives at the company had openly discussed using A.I. to help write the cartoon. A company spokesman said there were no current plans to replace “Cocomelon” writers with A.I.

In response, the Animation Guild appears to be mobilizing aggressively. Protections against A.I. are “a top priority for members,” Alexandra Drosu, a spokeswoman, said. “We feel confident that we can build on the wins secured by the IATSE basic agreement.”

Yet some Animation Guild members worry that the parent union's A.I. provisions may have made their task harder.

“That's the challenge of pattern bargaining,” said Brandon Jarratt, a member of the guild's board and its A.I. task force, referring to the tendency of negotiations to set precedents for others in the same industry. “The question comes down to, how much leverage and pressure can we put on stuff?”

Productivity Up 2.3%, Beating Forecasts

By TALMON JOSEPH SMITH

Productivity grew at a 2.3 percent annual rate in the second quarter, the U.S. Bureau of Labor Statistics reported on Thursday, surpassing economists' expectations. The pickup was a major improvement upon the sluggish 0.4 percent rate in the first quarter. And on a yearly basis, productivity increased 2.7 percent. That far exceeds pre-pandemic averages.

Why It Matters: Key to prosperity.

A highly productive economy generally means businesses and workers are operating efficiently, making more money in fewer hours. In the second quarter, production was up 3.3 percent, while hours worked rose 1 percent.

On a less technical level, productivity is best explained by the old axiom of “doing more with less” or the folksy virtue of “getting the biggest bang for your buck.”

Economists tend to sigh with relief when they see productivity gains because it offers a potential “win-win” for workers, customers and business owners: If businesses can make more money in fewer work hours, then — according to basic economic logic — they can presumably make more dollars per hour, while also reinvesting and giving workers raises, without sacrificing profits.

Being able to make more with less (or with the same amount of labor and machinery) also means businesses may not feel as much pressure to set higher prices to push profits. That, too, is welcome news after a yearslong bout of inflation.

Keep in Mind: A volatile indicator.

Productivity, at a basic level, is calculated as a simple ratio: the total amount of output an economy produces per hour worked by its labor force. But the output side of the equation is adjusted for inflation on a quarterly basis. That can cause volatility, in both direc-

tions.

Did the U.S. economy, and its workers, suddenly become deeply unproductive when oil prices jumped, causing energy inflation to surge, after war broke out in Europe? No, but the impact on productivity data in those quarters was deeply negative.

On the other hand, it is highly unlikely that productivity growth in the second quarter of 2020 amid the pandemic was truly an eye-popping 6.8 percent on a yearly basis, as a face-value reading of the data back then had suggested.

An Unknown: The A.I. effect.

For now, most analysts say artificial intelligence is having only a nascent influence on overall productivity. A recent report from the Federal Reserve suggests that low unemployment, traditional automation, falling inflation and growing investment have more to do with the brightening data.

Skanda Amarnath, the executive director of Employ America, a think tank that tracks the U.S. labor market and economic data,

said gains from A.I.-related tech hardware were “still not running at anything close to boom or mania levels” but noted that “it's starting to pick up.”

Quotable Quote

“The revival in productivity growth is encouraging for the broader inflation and economic outlook,” said Gregory Daco, the chief economist at the consulting firm EY-Parthenon. “If firms can generate strong productivity growth, they will be able to control costs and protect margins without sacrificing talent in an environment of still-elevated wages and fading pricing power.”

What's Next: The July jobs report.

On Friday, the Bureau of Labor Statistics will release its monthly jobs report, which should shed more light on the state of the labor market and the U.S. economy's resilience. Economists surveyed by Bloomberg expect the data to show that 175,000 jobs were added in July.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: COACH USA, INC., et al., Chapter 11 Case No. 24-11258 (MFW) Debtors. (Jointly Administered)

NOTICE OF DEADLINE FOR THE FILING OF PROOFS OF CLAIM, INCLUDING FOR CLAIMS ASSERTED UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE
THE GENERAL BAR DATE IS 5:00 P.M. PREVAILING EASTERN TIME ON MONDAY, SEPTEMBER 2, 2024.
PLEASE TAKE NOTICE OF THE FOLLOWING:

On June 11, 2024 (the “Petition Date”), the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”). On July 8, 2024, the Court entered an order (Docket No. 221) (the “Bar Date Order”) establishing certain deadlines for the filing of proofs of claim in this Chapter 11 Case of the following Debtors: **Debtor Case No., FIDELITY (Last 4 Digits):** Coach USA, Inc., 24-11258, 6391; Project Kenwood Intermediate Holdings I, LLC, 24-11258, 6726; Project Kenwood Intermediate Holdings II, LLC, 24-11258, 6726; Project Kenwood Intermediate Holdings III, LLC, 24-11258, 6726; Project Kenwood Intermediate Holdings IV, LLC, 24-11258, 6726; Dillon's Bus Service, Inc., 24-11258, 4938; Hudson Transit Lines, Inc., 24-11258, 5945; GM Leasing, LLC, 24-11258, 8372; Megabus Northeast, Inc., 24-11258, 8001; Megabus Southeast, LLC, 24-11258, 4712; Sam Van USA MBT, LLC, 24-11258, 0116; Megabus USA, LLC, 24-11271, 4274; Voyatation LLC, 24-11267, 2542; Pennsylvania Transportation System, Inc., 24-11274, 5613; Dragon Bus, LLC, 24-11272, 0285; New York Splash Tours, LLC, 24-11276, 3629; CUSAIRE, Inc., 24-11273, 6030; 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CUSAIRE II, Inc., 24-11289, 4779; Community Transportation, Inc., 24-11289, 1102; American Bus

Exhibit B

DECLARATION OF PUBLICATION OF
SAN FRANCISCO CHRONICLE

Amir Rezaee

declares that:

The annexed advertisement has been regularly published
in the

SAN FRANCISCO CHRONICLE

which is and was at all times herein mentioned
established as newspaper of general circulation in the
City and County of San Francisco, State of California, as
that term is defined by Section 6000 of the Government
Code.

SAN FRANCISCO CHRONICLE

(Name of Newspaper)

901 Mission Street

San Francisco, CA 94103

From August 2, 2024

To August 2, 2024

Namely, on August 2, 2024

(Dates of Publication)

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

Executed on August 2, 2024

at San Francisco, California.

Amir Rezaee

Amir Rezaee

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

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

**NOTICE OF (I) COMBINED HEARING ON THE AMENDED
DISCLOSURE STATEMENT AND CONFIRMATION OF THE
AMENDED JOINT PLAN, AND (II) NOTICE OF OBJECTION
AND OPT OUT RIGHTS**

On July 28, 2024, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") the Amended Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 475] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Plan") and on July 29, 2024, the Debtors filed the Amended Disclosure Statement for Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code [Docket No. 476] (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' counsel at the address specified below and are on file with the Clerk of the Court, 1100 Commerce Street, Dallas, Texas 75242, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at <https://www.pacer.gov> (account required) or, free of charge, on the Debtors' restructuring website at <https://www.veritaglobal.net/Eiger>.

A hearing on confirmation of the Plan and the adequacy of the Disclosure Statement (the "Combined Hearing") will be held before the Honorable Judge Jernigan, United States Bankruptcy Judge, in Courtroom 1 of the United States Bankruptcy Court, 1100 Commerce Street, Dallas, Texas 75242, on **September 5, 2024 at 9:30 a.m. prevailing Central Time**, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court.

Please be advised that you may participate at the hearing either in person or by an audio or video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at (650) 479-3207. The access code is **2304 154 2638**. Video communication will be by use of the Cisco WebEx platform. Connect via the Cisco WebEx application or click the link on Judge Jernigan's home page, <https://us-courts.webex.com/meet/jerniga>. The meeting code is **2304 154 2638**. Click the settings icon in the upper right corner and enter your name under the personal information setting. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

CRITICAL INFORMATION REGARDING THE PLAN

Notice Record Date. The notice record date is **July 22, 2024**, which is the record date for determining which Holders of Claims are entitled to receive Non-Voting Packages under the Plan.

Voting Record Date. The voting record date is **July 22, 2024**, which is the record date for determining which Holders of Claims or Interests are entitled to receive Solicitation Packages under the Plan.

Plan Objection Deadline. Objections (each, a "Plan Objection"), if any, to the Plan or the Disclosure Statement must: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of Texas, and any orders of the Court; (c) state, with particularity, the legal and factual bases and nature of any objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **August 30, 2024 at 4:00 p.m. prevailing Central Time** (the "Plan Objection Deadline"): (i) **Debtors:** Eiger Biopharmaceuticals Inc., 2100 Ross Avenue, Dallas, Texas 75201, Attn: Douglas Staut, Chief Restructuring Officer, Email: dstaut@alvarezandmarsal.com; (ii) **Counsel to the Debtors:** Sidley Austin LLP, 787 Seventh Avenue, New York, New York 10019, Facsimile: (212) 839-5599, Attn: William E. Curtin, Anne G. Wallace, Email: wcurtin@sidley.com, anne.wallace@sidley.com; (iii) **United States Trustee:** Office of the United States Trustee, 1100 Commerce Street, Room 976, Dallas, Texas 75242, Attn: Elizabeth A. Young, Email: elizabeth.a.young@usdoj.gov; (iv) **Proposed Counsel to the Official Committee of Unsecured Creditors:** Munsch Hardt Kopf & Harr, P.C., 500 N. Akard Street, Suite 4000, Dallas, TX 75201, Telephone: (713) 485-7300, Facsimile (713) 485-7344, Attn: Davor Rukavina, Thomas Berghman, Garrick Smith, Email: drukavina@munsch.com, tberghman@munsch.com, gsmith@munsch.com -and- Meland Budwick, P.A., 3200 Southeast Financial Center, 200 South Biscayne Blvd., Miami, Florida 33131, Telephone: (305) 358-6363, Attn: Michael S. Budwick, Daniel N. Gonzalez, Meaghan E. Murphy, Shira A. Baratz, Email: mbudwick@melandbudwick.com, dgonzalez@melandbudwick.com, mmurphy@melandbudwick.com, sbaratz@melandbudwick.com; and (v) **Proposed Counsel to the Official Equity Security Holders' Committee:** Porzio, Bromberg, & Newman, P.C., 100 Southgate Parkway, P.O. Box 1997, Morristown, NJ 07962, Telephone: (973) 538-4006, Attn: Warren J. Martin Jr., Rachel A. Parisi, David E. Sklar, Email: WJMartin@pbnlaw.com, RParisi@pbnlaw.com, DESKlar@pbnlaw.com -and- McKool Smith, P.C., 600 Travis Street, Suite 7000, Houston, Texas 77002, Telephone: (713) 485-7300, Facsimile (713) 485-7344, Attn: John J. Sparacino, Esq., Email: jjspacacino@mckoolsmith.com.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

ARTICLE IX OF THE PLAN CONTAINS RELEASE, INJUNCTION, AND RELATED PROVISIONS, AND ARTICLE IX.B CONTAINS A THIRD PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT (A) ELECT TO OPT OUT OF THE THIRD PARTY RELEASE CONTAINED IN ARTICLE IX.B OF THE PLAN; OR (B) TIMELY FILE WITH THE BANKRUPTCY COURT ON THE DOCKET OF THE CHAPTER 11 CASES AN OBJECTION TO THE THIRD PARTY RELEASES CONTAINED IN ARTICLE IX.B OF THE PLAN THAT IS NOT RESOLVED BEFORE CONFIRMATION

WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE THIRD PARTY RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Article IX.B of the Plan contains the following Third Party Release: Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, and with respect to all other Releasing Parties, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Sale Transactions, or any aspect of the Liquidation Transactions, including any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transactions, before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or act to modify (1) any post Effective Date obligations of any party or Entity under the Plan, (2) the Confirmation Order, or (3) any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan.

Article I of the Plan contains the following definitions:

"Related Party" means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

"Released Party" means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) each Related Party of each Entity in clause (1) and (2); *provided that* in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

"Releasing Party" means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) any Statutory Committee and each of its members; (4) the Holders of all Claims or Interests who vote to accept the Plan; (5) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (6) the Holders of all Claims or Interests who vote to reject the Plan but do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (7) each current and former Affiliate of each Entity in clauses (1) through (6) and the following clause (8); and (8) each Related Party of each Entity in clause (1) through this clause (8), solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (1) through clause (7); *provided that* in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN ARTICLE IX OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

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 Avenue, Dallas, Texas 75201.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.



Scott Strazzante/The Chronicle

Coronavirus levels continue to rise around the Bay Area as outdoor gatherings unfold. Ways to protect yourself include staying updated on vaccinations.

How to stay safe during latest wave of COVID

By Aidin Vaziri

As California confronts a summer swell in COVID-19 infections, many residents who had shifted their focus away from the pandemic are now paying renewed attention to symptoms, precautions and testing. The Bay Area is seeing high levels of the virus in wastewater, surpassing last year's peak, driven by highly transmissible variants and summer activities.

As emergency department visits, deaths and test positivity rates continue to rise, here is the latest guidance for navigating the summer COVID-19 wave:

How long does it take for COVID-19 symptoms to appear?

Symptoms of COVID-19 can appear from two to 14 days after exposure, ranging from mild to severe, with some cases growing more serious over time.

When are you most contagious with COVID-19?

You are most contagious with COVID-19 during the first five days of illness, often starting from one to two days before symptoms develop. Those infected should take extra precautions to prevent the spread of the virus during this period.

How long does it take to recover from COVID-19?

Recovery from COVID-19 varies based on the severity of the case. Mild to moderate illness generally takes anywhere from a few days to two weeks, although asymptomatic patients can still test positive for 10 days or longer. Severe cases can take six weeks or more to clear. Long COVID, characterized by persistent

symptoms, can extend beyond the initial recovery.

Have there been changes in the effectiveness of COVID-19 tests?

Coronavirus tests remain reliable. Doctor-prescribed PCR tests remain the "gold standard" and are highly sensitive, detecting the virus even after the contagious period. At-home antigen tests are useful for current infections, especially in symptomatic individuals, though repeat testing may be needed for confirmation.

Should you take Paxlovid given the risk of rebound COVID?

Despite the risk of symptom resurgence posttreatment, Paxlovid significantly reduces severe illness and hospitalization risks. It is recommended for high-risk patients, with health care providers evaluating individual benefits and risks.

Who is at high risk for severe COVID-19?

Individuals with certain medical conditions, older adults and children with chronic diseases are at higher risk of severe illness. Vaccinations and preventive measures can mitigate these risks.

Is it becoming normal to contract COVID-19 multiple times a year?

Recurrent COVID-19 infections may become a reality, influenced by emerging variants and waning immunity between shots. It's uncertain if this will be the trend going forward, but maintaining vaccinations and preventive measures will be crucial for mitigating the impact of multiple infections.

Is sneezing a symptom of COVID-19?

Sneezing is not a primary symptom but can occur with newer variants. Fever, cough and shortness of breath are more common. There has also been an uptick of infections linked to gastrointestinal issues. Testing is recommended if sneezing accompanies other symptoms.

Where is the best place to get an at-home COVID-19 test?

At-home tests are available at pharmacies, retail stores and online. Authorized kits are listed on CDC and FDA websites. Local availability may vary, so checking current stocks at nearby stores is advisable.

What is the current COVID-19 quarantine time?

As of the latest guidance, the recommended isolation period for COVID-19 is at least five days from the onset of symptoms or a positive test result. Continued precautions are advised until symptoms improve and the person has been fever-free for 24 hours without medication.

What are some ways to protect yourself and others from COVID-19?

Stay updated on vaccinations (although they're currently difficult to find in the Bay Area), practice good hygiene, test regularly, ensure cleaner indoor air and consider wearing a quality face mask in crowded indoor spaces. Avoid contact with others if symptomatic, particularly during high transmission periods.

Reach Aidin Vaziri: avaziri@sfbchronicle.com

Shortage of COVID vaccines hits area amid summer surge

By Elizabeth Wilson and Catherine Ho

When Thursday Roberts tried to get a COVID-19 vaccine last month at a Walgreens in Pacifica, she ran into a surprising hurdle.

The day before her scheduled appointment, she said, the pharmacy called her and canceled it, telling her it no longer had any vaccines in stock.

Roberts, who is over 65, was confused. She'd been hoping to get a shot now and not wait for an updated vaccine in the fall because she wanted an extra boost of protection before her brother came to visit from out of town.

This is in line with what many infectious disease experts are recommending — that higher risk people, such as those who are immunocompromised or older than 65, get a fresh dose now and not wait until September, when an update comes out that is tailored to more recent versions of the coronavirus.

The Bay Area is in the midst of a summer COVID wave that has seen test positivity rates climb to a 30-month high and hospitalizations at their highest rate since the winter coronavirus surge waned in March.

But some people trying to get a protective shot are having trouble finding them, as supplies of the existing version dwindle ahead of the fall update.

Walgreens is one of at least two major health care providers in the Bay Area that no longer offers the 2023-24 COVID-19 vaccine at all its locations. The pharmacy chain has begun returning unused doses of the older vaccine, according to a company spokesperson, but did not

say when or why. The updated shot will be available in a few weeks, she said.

Kaiser Permanente, one of the Bay Area's largest health care providers, is also no longer providing the current vaccine to all members "due to limited supply," said Karl Sonkin, a spokesperson for Kaiser Permanente Northern California.

The supply gap created by the switchover to the new vaccine is making it harder — if not impossible — for patients like Roberts to get a shot at the time and place of their choosing.

"There's going to be a group of people who either didn't get vaccinated this spring and want to get it now and should get it, or there's a group of people who are severely immunocompromised whose doctors are recommending it every three months, but that's a small group of people," said Dr. John Swartzberg, clinical professor emeritus at UC Berkeley's School of Public Health.

Kaiser members who wish to get the vaccine now may have to go to a provider outside the Kaiser system, which is not typically covered by insurance.

"Due to limited supply of the 2023-24 COVID vaccines, Kaiser Permanente will not be routinely providing COVID-19 vaccination for some or all age groups for the rest of the summer, depending on service area," Kaiser said in a statement. "Vaccination for all recommended age groups will resume when the 2024-25 COVID-19 vaccines are available in September."

One reason pharmacies may be running low on supplies is that Pfizer stopped shipping the 2023-24 COVID vaccine in

June, according to the San Francisco Department of Public Health. Pfizer would not confirm this date despite multiple requests for comment from the Chronicle.

The health department noted as well that some existing vaccine stocks may have expired and that some pharmacies are waiting for the updated vaccine to arrive before restocking.

Pharmaceutical company Novavax confirmed that it no longer provides the 2023-24 vaccine in the United States, making room for it to update and stock the 2024-2025 COVID vaccine for the fall season.

Drugmaker Moderna did not respond to a request for comment.

Some Bay Area providers contacted by the Chronicle said they still have supplies of the current vaccine, including UCSF Health and multiple Sutter Health locations.

"We recommend that people contact the location they wish to visit by phone or check their website for current availability of COVID-19 vaccines," said the San Francisco health department.

As for Roberts, after Walgreens canceled her appointment, she tried other locations, including a Rite Aid in Pacifica. But when it too said it was out of Pfizer doses, she decided to give up and wait until the fall instead.

"I'm accepting reality for what it is," she said. "I've moved on, and I'll wait for the new one whenever it is out."

Reach Elizabeth Wilson: elizabeth.wilson@sfbchronicle.com. Reach Catherine Ho: cho@sfbchronicle.com

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

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

NOTICE OF (I) COMBINED HEARING ON THE AMENDED DISCLOSURE STATEMENT AND CONFIRMATION OF THE AMENDED JOINT PLAN, AND (II) NOTICE OF OBJECTION AND OPT OUT RIGHTS

On July 28, 2024, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court") the Amended Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Docket No. 475) (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Plan") and on July 29, 2024, the Debtors filed the Amended Disclosure Statement for Joint Plan of Eiger Biopharmaceuticals, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code (Docket No. 476) (as such may be modified, amended, or supplemented from time to time hereafter, including all exhibits and supplements thereto, the "Disclosure Statement") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors' counsel at the address specified below and are on file with the Clerk of the Court, 1100 Commerce Street, Dallas, Texas 75242, where they are available for review between the hours of 8:00 a.m. to 5:00 p.m., prevailing Central Time. The Plan and the Disclosure Statement also are available for inspection, for a fee, at <https://www.pacer.gov> (account required) or, free of charge, on the Debtors' restructuring website at <https://www.veritaglobal.net/Eiger>.

A hearing on confirmation of the Plan and the adequacy of the Disclosure Statement (the "Combined Hearing") will be held before the Honorable Judge Jerinaga, United States Bankruptcy Judge, in Courtroom 1 of the United States Bankruptcy Court, 1100 Commerce Street, Dallas, Texas 75242, on **September 5, 2024 at 9:30 a.m. prevailing Central Time**, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court.

Persons are advised that they may participate at the hearing either in person or by an audio or video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at (650) 479-3207. The access code is 2304 154 2638. Video communication will be by use of the Cisco WebEx platform. Connect via the Cisco WebEx application or click the link on Judge Jerinaga's home page, <https://us-courts.webex.com/meet/jerinaga>. The meeting code is 2304 154 2638. Click the settings icon in the upper right corner and enter your name under the personal information setting. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtor without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Court and served on other parties entitled to notice.

CRITICAL INFORMATION REGARDING THE PLAN

Notice Record Date. The notice record date is **July 22, 2024**, which is the record date for determining which Holders of Claims are entitled to receive Non-Voting Packages under the Plan.

Voting Record Date. The voting record date is **July 22, 2024**, which is the record date for determining which Holders of Claims or Interests are entitled to receive Solicitation Packages under the Plan.

Plan Objection Deadline. Objections (each, a "Plan Objection"), if any, to the Plan or the Disclosure Statement must: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Bankruptcy Local Rules for the Northern District of Texas, and any orders of the Court; (c) state, with particularity, the legal and factual bases and nature of any objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Bankruptcy Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **August 30, 2024 at 4:00 p.m. prevailing Central Time** (the "Plan Objection Deadline"): (i) **Debtors:** Eiger Biopharmaceuticals, Inc., 2100 Ross Avenue, Dallas, Texas 75201, Attn: Douglas Staut, Chief Restructuring Officer, Email: dstaut@alvarezandmarsal.com; (ii) **Counsel to the Debtors:** Sidley Austin LLP, 787 Seventh Avenue, New York, New York 10019, Facsimile: (212) 839-5599, Attn: William E. Curtin, Anne G. Wallace, Email: wcurtin@sidley.com, anne.wallace@sidley.com; (iii) **United States Trustee:** Office of the United States Trustee, 1100 Commerce Street, Room 976, Dallas, Texas 75242, Attn: Elizabeth A. Young, Email: elizabeth.a.young@usdoj.gov; (iv) **Proposed Counsel to the Official Committee of Unsecured Creditors:** Munsch Hardt Kopf & Hart, P.C., 500 N. Akard Street, Suite 4000, Dallas, TX 75201, Telephone: (713) 485-7300, Facsimile: (713) 485-7344, Attn: Davor Rukavina, Thomas Berghman, Garrick Smith, Email: drukavina@munsch.com, tberghman@munsch.com, gsmith@munsch.com; and -Meland Budwick, P.A., 3200 Southeast Financial Center, 200 South Biscayne Blvd., Miami, Florida 33131, Telephone: (305) 358-6363, Attn: Michael S. Budwick, Daniel H. Gonzalez, Meaghan E. Murphy, Shira A. Baratz, Email: mbudwick@melandbudwick.com, dgonzalez@melandbudwick.com, smurphy@melandbudwick.com, and (v) **Proposed Counsel to the Official Equity Security Holders' Committee:** Porzio Bromberg & Newman, P.C., 100 Southgate Parkway, P.O. Box 1997, Morrisstown, NJ 07962, Telephone: (973) 538-4006, Attn: Warren J. Martin Jr., Rachel A. Paris, David E. Sklar, Email: WJMartin@pbnlaw.com, RAParis@pbnlaw.com, DESklar@pbnlaw.com; and -McKool Smith, P.C., 600 Travis Street, Suite 7000, Houston, Texas 77002, Telephone: (713) 485-7300, Facsimile: (713) 485-7344, Attn: John J. Sparacino, Esq., Email: jsparacino@mcckoolsmith.com.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

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WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE THIRD PARTY RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. PLEASE BE ADVISED THAT YOUR DECISION TO OPT OUT DOES NOT AFFECT THE AMOUNT OF DISTRIBUTION YOU WILL RECEIVE UNDER THE PLAN. SPECIFICALLY, YOUR RECOVERY UNDER THE PLAN WILL BE THE SAME IF YOU OPT OUT.

Article IX.B of the Plan contains the following Third Party Release: Except as otherwise expressly set forth in the Plan or the Confirmation Order, on and after the Effective Date, and with respect to all other Released Parties, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasee Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof), the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to Claims asserted against the Debtors), intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan (including, for the avoidance of doubt, the Plan Supplement), the Sale Transactions, or any aspect of the Liquidation Transactions, including any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Sale Transactions, before or during the Chapter 11 Cases, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence related to or relating to any of the foregoing taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release or act to modify (1) any post Effective Date obligations of any party or Entity under the Plan, (2) the Confirmation Order, or (3) any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or any Claim or obligation arising under the Plan.

Article I of the Plan contains the following definitions:

"Released Party" means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such Person's or Entity's respective heirs, executors, estates, and nominees.

"Releasee Party" means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) each Related Party of each Entity in clause (1) and (2); provided that in each case, an Entity shall not be a Releasee Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan and (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

"Releasing Party" means each of, and in each case in its capacity as such: (1) each Debtor and its Estate; (2) each Wind-Down Debtor and its Estate; (3) any Statutory Committee and each of its members; (4) the Holders of all Claims or Interests who vote to accept the Plan; (5) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but who do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (6) the Holders of all Claims or Interests who vote to reject the Plan but do not opt out of granting the releases set forth in Article IX.A or Article IX.B of the Plan; (7) each current and former Affiliate of each Entity in clauses (1) through (6) and the following clause (8); and (8) each Related Party of each Entity in clause (1) through this clause (8), solely to the extent such Related Party may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through an Entity in clause (1) through clause (7); provided that in each case, an Entity shall not be a Releasing Party if it: (x) elects to opt out of the releases contained in Article IX.A or Article IX.B of the Plan or (y) timely objects to the releases contained in Article IX.A or Article IX.B of the Plan and such objection is not resolved before Confirmation.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN ARTICLE IX OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

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 Avenue, Dallas, Texas 75201.

² Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or the documents referred therein. To the extent there is a discrepancy between the terms herein and the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

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