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

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

**THE LIQUIDATING TRUSTEE'S OBJECTION TO CLAIM  
NO. 40 FILED BY ARCH SPECIALTY INSURANCE COMPANY**

**If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txnb.uscourts.gov/> no more than thirty-one (31) days after the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk and filed on the docket no more than thirty-one (31) days after the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

<sup>1</sup> 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.



Dundon Advisers LLC, c/o Joshua Nahas, in its capacity as liquidating trustee (the “Liquidating Trustee”) of the liquidating trust of Eiger BioPharmaceuticals, Inc., *et al.* (the “Debtors” or the “Company”), by and through its undersigned counsel, hereby objects (this “Objection”) to the proof of claim [Claim No. 40] filed by Arch Specialty Insurance Company (“Claimant” or “Arch”). In support of this Objection, the Liquidating Trustee submits the accompanying *Declaration of Joshua Nahas in Support of the Liquidating Trustee’s Objection to Claim No. 40 Filed By Arch Specialty Insurance Company* (the “Nahas Decl.”), which is fully incorporated by reference herein, and respectfully represents as follows:

### **JURISDICTION, VENUE & STATUTORY PREDICATE**

1. This Court has jurisdiction to consider the Objection as a core proceeding pursuant to 28 U.S.C. §§ 157 and 1334. Venue of these proceedings is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicate for the relief requested herein is 11 U.S.C. § 502, as supplemented by Rule 3007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 3007-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Northern District of Texas (the “Local Rules”).

### **RELEVANT FACTUAL & PROCEDURAL BACKGROUND**

#### **A. The Chapter 11 Cases**

3. On April 1, 2024 (the “Petition Date”), the Debtors petitioned this Court for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) commencing these cases (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Northern District of Texas (the “Court”).

4. On September 5, 2024, the Court entered the *Order Approving the Debtors’*

*Amended Disclosure Statement and Confirming the Fifth Amended Joint Plan of Liquidation of Eiger Biopharmaceuticals, Inc. and its Debtor Affiliates* [Docket No. 639] (the “Confirmation Order”) confirming the *Fifth Amended Joint Plan of Liquidation of Eiger BioPharmaceuticals, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 635-1] (as amended or supplemented from time to time, the “Plan”).

5. On August 16, 2024, the Debtors filed the *Notice of Filing Plan Supplement* [Docket No. 525] (the “First Plan Supplement”), which included the Liquidating Trust Agreement.

6. The Plan became effective on September 30, 2024 (the “Effective Date”). See *Notice of Occurrence of Effective Date* [Docket No. 685].

7. On June 27, 2024, the Court entered the *Order (I) Setting Bar Dates for Filing Proofs of Claim; (II) Approving Form and Manner for Filing Proofs of Claim; and (III) Approving the Form and Manner for Filing Proofs of Claim, Including Section 503(b)(9) Requests Notice of Bar Dates* [Docket No. 375] (the “Bar Date Order”), which set the deadline for creditors to assert claims against the Debtors as July 22, 2024 at 4:00 p.m. (prevailing Central Time) (the “General Bar Date”), and September 30, 2024 at 4:00 p.m. (prevailing Central Time) (the “Governmental Bar Date”) as the deadline for governmental units to assert any claims against the Debtors.

## **B. The Arch Claim**

8. Claimant issued a series of general commercial insurance policies to Debtor Eiger BioPharmaceuticals, Inc., for the period November 18, 2023 to November 18, 2024 (the “Policies”).

9. On July 19, 2024, Claimant filed an unliquidated proof of claim [Claim No. 40] (the “Arch Claim”)<sup>2</sup> against Debtor Eiger BioPharmaceuticals, Inc., on account of certain

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<sup>2</sup> A copy of the Arch Claim is annexed to the Nahas Decl. as **Exhibit A**.

“premium[s], loss reimbursement[s], deposits and other charges (collectively, the ‘Charges’)” with respect to such Policies. *See Nahas Decl.*, Ex. A. at 5. Specifically, Arch alleges that “[c]ertain Charges are auditable. ... That is to say, additional debits or credits may become owing, based upon ongoing claims experience under the Policy.” Arch goes on to say: “Additional information will be furnished by Arch upon reasonable request.” *See id.*

10. Based on information received directly from the Debtors’ advisors and the Debtors’ insurance broker, the Debtors have paid all premiums with respect to such Policies. *See Nahas Decl.*, ¶ 5. The Liquidating Trustee is unaware of any adjustments and/or additional charges that have been incurred with respect to the policies at issue, and Claimant has not responded to the Liquidating Trustee’s repeated requests for such information. *See Nahas Decl.*, ¶ 6.

11. For the reasons discussed below, the Liquidating Trustee submits that the Arch Claim be disallowed in its entirety.

### **OBJECTION**

12. A filed proof of claim is deemed allowed, unless a party in interest objects. 11 U.S.C. § 502. Section 502(b)(1)–(9) of the Bankruptcy Code lists nine separate grounds for disallowing a claim, including that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured.” *See* 11 U.S.C. § 502(b)(1).

13. A properly executed and filed proof of claim constitutes prima facie evidence of the validity and the amount of the claim under section 502 of the Bankruptcy Code. Fed. R. Bankr. P. 3001(f). However, to receive the benefit of prima facie validity, a proof of claim must assert factual allegations that would entitle the claimant to a recovery. *In re Heritage Org., L.L.C.*, No. 04-35574-BJH-11, 2006 Bankr. LEXIS 4577, at \*22 (Bankr. N.D. Tex. Jan. 27, 2006). A claim that is based on a writing must attach the underlying writing or provide an explanation of the loss

or destruction or such writing. *See* Fed. R. Bankr. P. 3001(c). If the claimant fails to meet the requirements of Bankruptcy Rule 3001(c), if applicable, the claim is not entitled to prima facie validity. *See, e.g., In re Tran*, 369 B.R. 312, 317 (S.D. Tex. 2007).

14. A claim is entitled to the presumption of prima facie validity under Bankruptcy Rule 3001(f) only until an objecting party refutes “at least one of the allegations that is essential to the claim's legal sufficiency.” *In re Starnes*, 231 B.R. 903, 912 (N.D. Tex. 1998) (*quoting In re Allegheny Int'l, Inc.*, 954 F.2d 167, 173–74 (3d Cir. 1992)). Once an allegation is refuted, “the burden shifts to the claimant to prove its claim by a preponderance of the evidence.” *In re 804 Congress, L.L.C.*, 529 B.R. 213, 219 (Bankr. W.D. Tex. 2015); *see also In re Cavu/Rock Props. Project I, LLC*, 516 B.R. 414, 422 (Bankr. W.D. Tex. 2014) (“If an objecting party brings evidence that calls the claim into question, however, the claimant bears the burden of proving his or her claim.”). “[T]he ultimate burden of proof always lies with the claimant.” *In re Armstrong*, 347 B.R. 581, 583 (Bankr. N.D. Tex. 2006).

15. The Liquidating Trustee submits that the Arch Claim should be disallowed because the claim has been satisfied in full. *In re Lehman Brothers Holdings, Inc.*, 602 B.R. 564, 593 (Bankr. S.D.N.Y. 2019) (stating if the amount in a proof of claim has been satisfied in full, then the proof of claim fails to state a claim upon which relief can be granted and such proof of claim must be disallowed and expunged).

16. The Arch Claim also fails to comply with Bankruptcy Rule 3001(a) and is not entitled to *prima facie* validity. *See In re North Bay General Hospital*, 404 B.R. 443, 464-66 (Bankr. S.D. Tex. 2009) (where a proof of claim fails to identify outstanding amounts due and the underlying grounds on which the proof of claim is based, and a debtor makes a valid objection to a deficient proof of claim, the claimant must prove the claim is valid to avoid disallowance of the

claim).

### **RESERVATION OF RIGHTS**

17. The Liquidating Trustee expressly reserves the right to amend, modify or supplement this Objection in any way and on any other applicable substantive or non-substantive ground(s).

### **NOTICE**

The Liquidating Trustee shall give notice of this Objection by serving a copy of such (together with the Nahas Declaration and all exhibits) upon: (a) Claimant; and (b) all other parties-in-interest who have requested notice of these Chapter 11 Cases pursuant to Bankruptcy Rule 2002. The Liquidating Trustee submits that, in light of the nature of the relief requested, no other or further notice need be provided.

### **CONCLUSION**

**WHEREFORE**, the Liquidating Trustee respectfully requests the entry of an order substantially in the form of the proposed order attached hereto disallowing/expunging the Arch Claim as set forth herein, and for such other and further relief as the Court deems just and proper.

*[signature page follows]*

Dated: January 10, 2025

**MCKOOL SMITH, PC**

/s/ S. Margie Venus

John J. Sparacino (TX Bar No. 18873700)

S. Margie Venus (TX Bar No. 20545900)

600 Travis Street, Suite 7000

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**PORZIO, BROMBERG & NEWMAN, P.C.**

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Facsimile: (973) 538-5146

Email: WJMartin@pbnlaw.com

Email: RAParisi@pbnlaw.com

*Counsel for the Liquidating Trustee*

**CERTIFICATE OF SERVICE**

I hereby certify that on January 10, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ S. Margie Venus

S. Margie Venus

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

<b>In re:</b>  <b>EIGER BIOPHARMACEUTICALS, INC., <i>et al.</i><sup>1</sup></b>  <b>Debtors.</b>	§ § § § §	<b>Chapter 11</b>  <b>Case No. 24-80040 (SGJ)</b>  <b>(Jointly Administered)</b>
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**DECLARATION OF JOSHUA NAHAS IN SUPPORT OF THE LIQUIDATING  
TRUSTEE’S OBJECTION TO CLAIM NO. 40 FILED BY ARCH SPECIALTY  
INSURANCE COMPANY**

I, Joshua Nahas, pursuant to section 1726 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I am a Managing Director with Dundon Advisers LLC (“Dundon”), a financial advisory and investment management firm. Dundon maintains offices at, among other places, 10 Bank Street, Suite 1100 White Plains, New York 10606. Dundon is the liquidating trustee (the “Liquidating Trustee”) of the liquidating trust of Eiger BioPharmaceuticals, Inc., *et al.* (the “Debtors”). I am familiar with the circumstances set forth herein, with such familiarity based on my actual knowledge, information and advice provided to me by employees and professionals under my direction, as well as based on information provided to me by the Plan Administrator<sup>2</sup> and his representatives. In addition, the statements made herein are based, in whole or part, upon my review of public and non-public documents and my discussions with other members of Dundon’s team and advisors on whom I have relied.

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used herein but not otherwise defined shall have those meanings ascribed to them in the *Fifth Amended Joint Plan of Liquidation of Eiger Biopharmaceuticals, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [ECF No. 685].

2. Except as otherwise noted, I have personal knowledge of the matters set forth in this declaration (this "Declaration"). I believe, to the best of my knowledge, that the facts and circumstances set forth herein are true and correct. References to bankruptcy, the chapter 11 process, and related legal matters are based on my understanding of such in reliance on the explanation provided by, and the advice of, counsel to the Liquidating Trustee.

3. I submit this Declaration in further support of the Liquidating Trustee's Objection to Claim No. 40 filed by Arch Specialty Insurance Company ("Arch"). A copy of Claim No. 40, filed on July 19, 2024, is attached hereto as **Exhibit A**.

4. The Debtors had arranged for certain insurance policies to be instituted from November 18, 2023 to November 18, 2024 (the "Newfront Policies"), through their insurance broker Newfront Insurance Services.

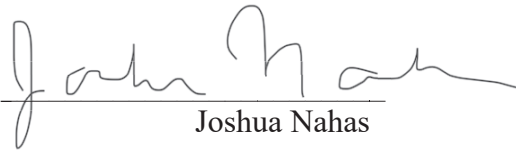
5. Payment to all the insurers for premiums for the Newfront Policies, including Arch, was made on December 15, 2023 by Newfront Insurance Services.

6. Arch has not provided (despite repeated outreach to Arch by my counsel), any information on any adjustments and/or additional charges to Arch that were due and owing over and above the premiums that have been fully paid. I understand that my counsel reached out to Arch telephonically and/or via email on November 6, 2024, November 12, 2024, November 18, 2024, December 4, 2024, and December 30, 2024 regarding Claim No. 40. My attorneys received one non-substantive response on November 18, 2024, advising that an employee from Arch would "respond when she is back in the office." There have been no further responses from Arch since despite these repeated requests.

7. As such, there are no amounts due and owing to Arch as Arch has been paid in full. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the

United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Dated: 1/10/2025

By:   
Joshua Nahas

## **Exhibit A**

Fill in this information to identify the case:

Debtor 1 Eiger BioPharmaceuticals, Inc.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case number 28-80040

- ☒ Date Stamped Copy Returned  
☐ No self addressed stamped envelope  
☐ No copy to return

## Official Form 410

### Proof of Claim

12/15

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 of 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?	<u>Arch Specialty Insurance Company</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  <u>Francine Petrosino, Legal Assistant</u> Name <u>210 Hudson Street, Suite 300</u> Number Street <u>Jersey City NJ 07311</u> City State ZIP Code Contact phone <u>201.743.4232</u> Contact email <u>fpetrosino@archinsurance.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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: see attached

7. How much is the claim? \$ Unliquidated, see attached 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.  
Insurance Program (see attached)

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal 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 amounts should match the amount in line 7.)

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JUL 19 2024

KURTZMAN CARSON CONSULTANTS

**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: See attached

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

☐ No

☒ Yes. Check all that apply:

Amount entitled to priority

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

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$2,775\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$12,475\*) 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).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☒ Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.

\$ see attached

\* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

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 acknowledgment 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 a 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 07/18/2024

MM / DD / YYYY

Francine Petrosino

Signature

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

Name Francine Petrosino  
First name Middle name Last name

Title Legal Assistant

Company Arch Insurance Group Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 210 Hudson Street, Suite 300  
Number Street

Jersey City, NJ 07311  
City State ZIP Code

Contact phone 201.743.4232 Email fpetrosino@archinsurance.com

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JUL 19 2024

KURTZMAN CARSON CONSULTANTS



**Arch Insurance Group Inc.**

Harborside 3  
210 Hudson Street  
Suite 300  
Jersey City NJ 07311-1107

T: 201 743 4000  
F: 201 743 4005

[archinsurance.com](http://archinsurance.com)

Francine Petrosino  
Legal Assistant  
Email: [fpetrosino@archinsurance.com](mailto:fpetrosino@archinsurance.com)  
Direct Tel: 201.743.4232

July 18, 2024

**Via Federal Express**

Eiger Claims Processing Center  
c/o KCC dba Verita  
222 N. Pacific Coast Highway  
Suite 300  
El Segundo, CA 90245

**Re: Eiger BioPharmaceuticals, Inc.**  
**Case No. 24-80040**

To whom it may concern:

Enclosed please find Arch Specialty Insurance Company's proof of claim in the above referenced matter.

Please file stamp the extra copy and return in the self-addressed stamped envelope, also enclosed.

Sincerely,

A handwritten signature in cursive script that reads "Francine Petrosino".

Francine Petrosino

Enclosure

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*In re Eiger BioPharmaceuticals, Inc.*

*Case No. 24-80041*

*United States Bankruptcy Court, Northern District of Texas*

*Chapter 11*

**Proof of Claim**

(1)

This claim is filed in the Chapter 11 proceedings of *Eiger BioPharmaceuticals, Inc.* ("Debtor") by Arch Specialty Insurance Company ("Arch").

(2)

This claim arises from an insurance program maintained by Arch for the benefit of the Debtor ("Insurance Program"). Arch issued policies of insurance (collectively, the "Policies") for the benefit of the Named Insured Debtor and additional insureds, including, but not necessarily limited to, the policies listed on the attached Exhibit A.

In connection with the Policy, Arch and the Debtor(s) may have executed and/or delivered various agreements, including but not limited to binder letters, finance agreements, deductible reimbursement agreements, claims service agreements, and other addenda and undertakings between the parties (collectively, the "Agreements").

Pursuant to the Policy and the related Agreements, and subject to the terms and conditions thereof, Arch agreed to provide insurance and related services for the Debtor(s). Also pursuant to the Policy and Agreements, the Debtor(s) agreed, *inter alia*, to pay specified premium, loss reimbursement, deposits and other charges (collectively, the "Charges"). Certain Charges are auditable. For example, premium may be revised, up or down, to reflect changes to underwriting factors like number of employees, payroll and the like. Certain Changes may also be loss sensitive. That is to say, additional debits or credits may become owing, based upon ongoing claims experience under the Policy.

Additional information will be furnished by Arch upon reasonable request. The debt underlying this claim is incurred as and when liabilities arise under the Policy and other Agreements.

(3)

Arch asserts this claim for all amounts now or hereafter owing under the Insurance Program, Policy and Agreements. As stated above, the amounts owing under the Insurance Program, Policy and Agreements may be subject to further revision, based upon further audits, continued claims experience, and future reconciliations to be performed thereunder.

Arch reserves the right to amend this proof of claim at any time hereafter, either to state a liquidated balance (based upon actuarial projections of future loss development under the Insurance Program), or to revise such balance up or down, so as to reflect the most current audits, claims experience and/or other data impacting the liability under the program. Further, Arch reserves the right, at any time hereafter, to seek a judicial estimation of this claim pursuant to 11 U.S.C. § 502(c).

(4)

Pursuant to the Insurance Program, the Debtor(s) may have provided Arch security to secure Charges such as premium and reimbursement obligations. This claim is secured by any credits, and by any future credits that may arise under the Insurance Program, with such credits serving as Arch's collateral and by any other collateral. Arch reserves all rights of setoff and/or recoupment to the fullest extent possible.

(5)

To the extent any portion of this claim arises subsequent to the commencement of this Chapter 11 proceeding, such portion is entitled to administrative expense priority pursuant to 11 U.S.C. § 507(a)(2). Amounts to become due and owing under the Policy may continue after the commencement of this proceeding. These amounts may be subject to audit and recalculation. Arch asserts that this amount is entitled to administrative priority. Arch also reserves and asserts an unsecured claim for any amounts which are not secured nor entitled to priority status.

**Exhibit A**

	<b>Policy No.</b>	<b>Term</b>
Eiger BioPharmaceuticals Inc.	NPL0308041-00	11/18/2022 – 11/18/2023
Eiger BioPharmaceuticals Inc.	NPL0308225-00	11/18/2022 – 11/18/2023
Eiger BioPharmaceuticals Inc.	NPL030822501	11/18/2022 – 11/18/2023
Eiger BioPharmaceuticals Inc.	NPL0308225-02	11/18/2022 – 11/18/2023

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

<b>In re:</b>	§	<b>Chapter 11</b>
	§	
<b>EIGER BIOPHARMACEUTICALS, INC., <i>et al.</i></b> <sup>3</sup>	§	<b>Case No. 24-80040 (SGJ)</b>
	§	
	§	
<b>Debtors.</b>	§	<b>(Jointly Administered)</b>

**ORDER GRANTING THE LIQUIDATING TRUSTEE'S OBJECTION TO CLAIM  
NO. 40 FILED BY ARCH SPECIALTY INSURANCE COMPANY**

Upon the objection (the “Objection”)<sup>4</sup> of Dundon Advisers, LLC in its capacity as the Liquidating Trustee (the “Liquidating Trustee”, “Movant”) for an order disallowing and expunging claim No. 40 filed by Arch Specialty Insurance Company; and the Court having jurisdiction to consider the Objection and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Objection and the requested relief being a core proceeding pursuant to 28

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<sup>3</sup> 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.

<sup>4</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

U.S.C. § 157(b); and venue being proper before the court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Objection; and the Court having determined that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. Claim No. 40 filed by Arch Specialty Insurance Company is hereby disallowed and expunged.
2. Verita Global, the claims and noticing agent appointed in these cases, is authorized to update the Claims Register to reflect the relief granted in this Order.
3. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
4. The Liquidating Trustee is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Objection.
5. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

**### End of Order ###**

Order Submitted by:

**MCKOOL SMITH, PC**

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