

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>NVN Liquidation, Inc., et al., f/k/a NOVAN, Inc.,<sup>1</sup></p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 23-10937 (LSS)</p> <p>(Jointly Administered)</p>
<p>NVN LIQUIDATION, INC. LIQUIDATING TRUST, by and through its trustee, Alan D. Halperin,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>SUN PHARMACY LLC,</p> <p style="text-align: center;">Defendant.</p>	<p>Adversary No. _____</p>

**COMPLAINT FOR TURNOVER, BREACH OF CONTRACT, ACCOUNT STATED, GOODS SOLD AND DELIVERED, AND UNJUST ENRICHMENT**

The NVN Liquidation, Inc. Liquidating Trust (the “Trust”), successor in interest to certain assets of EPI Health, LLC (“EPI”) and NVN Liquidation, Inc. f/k/a Novan, Inc. (“Novan”, and together with EPI, the “Debtors”), by and through its trustee, Alan D. Halperin, (the “Trustee” or “Plaintiff”), as and for the *Complaint for Turnover, Breach of Contract, Account Stated, Goods Sold and Delivered, and Unjust Enrichment* against Sun Pharmacy LLC (“Defendant”), alleges as follows:

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of the Debtors’ federal tax identification number, are: NVN Liquidation, Inc. (f/k/a Novan, Inc.) (7682) and EPI Health, LLC (9118).



**I.**

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This Court retained jurisdiction over the subject matter of this adversary proceeding pursuant to the Section 14.1 of the Plan (as defined below) and paragraph 31 of the Confirmation Order (as defined below).

2. This adversary proceeding is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with these statutes and Article III of the United States Constitution.

3. In accordance with Rule 7008-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, Plaintiff confirms his consent to the entry of a final order by the Court in connection with this Complaint to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory basis for the relief sought herein are sections 105 and 542 of Title 11 of the United States Code (the “Bankruptcy Code”) and Rules 3007 and 7001(1) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

**II.**

**PARTIES**

6. Plaintiff is Alan D. Halperin, solely in his capacity as Trustee of the Trust.

7. Plaintiff is informed and believes that Defendant is an entity with its principal place of business at 4838 E Baseline Road, Suite 127, Mesa, AZ 85206. At all times pertinent hereto, Defendant was a pharmacy and seller of the Debtors' products, as more fully set forth below.

### III.

#### **BACKGROUND**

##### ***Debtors' Bankruptcy***

8. On July 17, 2023 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.

9. By order entered on September 20, 2023 [Docket No. 304] (the "Bar Date Order"), the Court fixed October 25, 2023 (the "General Bar Date") as the deadline by which all persons or entities that hold claims of any nature arising prior to the Petition Date were required to file proofs of claim against the Debtors (including secured claims, unsecured priority claims, unsecured non-priority claims, and claims arising under section 503(b)(9) of the Bankruptcy Code). Under the Bar Date Order, any entity who was required but failed to submit a proof of claim in accordance with the Bar Date Order on or before the General Bar Date may be forever barred, estopped, and enjoined from asserting such claim against the Debtors and their property, and is forever enjoined from asserting claims for any and all indebtedness or liability with respect to or arising from such claim in these cases.

10. On January 26, 2024, this Court entered an order [Docket No. 568] (the "Confirmation Order") confirming the Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation Proposed by the Debtors dated January 26, 2024, together with the Plan Supplement and amendment thereto [Docket Nos. 522, 542 and 543] (collectively, the "Plan").

11. Under the Plan, requests for payment of claims arising during the administration of the cases (“Administrative Expense Claims”) were required to be filed no later than May 30, 2024 (the “Administrative Expense Bar Date”). In addition, pursuant to the Plan and Confirmation Order, parties are prohibited from asserting setoff unless such setoff was asserted in a timely filed claim or pleading prior to the entry of the Confirmation Order. In relevant part, section 10.4 of the Plan states:

**Injunction.** (a) From and after the Effective Date, all Persons and Entities who have held, hold, or may hold Claims ... that have been released, dismissed, cancelled, settled or waived, or are subject to exculpation, under this Plan or the Confirmation Order, are permanently enjoined from taking any of the following actions against the Estate, the Released Parties, the Liquidating Trust, the Liquidating Trustee, or any of their respective property or assets, on account of any such Claims or Equity Interests: ... (iv) asserting setoff unless such setoff was formally asserted in a timely Filed proof of Claim or in a pleading Filed with the Bankruptcy Court prior to entry of the Confirmation Order (notwithstanding any indication in any proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff) or right of subrogation of any kind against any debt, liability, or obligation due to the Debtors ...

In relevant part, paragraph 24 of the Confirmation Order states:

Injunctions. Persons and Entities who have held, hold, or may hold Claims ... that have been released, dismissed, cancelled, settled or waived, or are subject to exculpation, under the Plan or this Confirmation Order, are permanently enjoined from taking any of the following actions against the Estates, the Liquidating Trust, the Liquidating Trustee, or any of their respective property or assets, on account of any such Claims or Equity Interests: ... (iv) asserting setoff unless such setoff was formally asserted in a timely Filed proof of Claim or in a pleading Filed with the Bankruptcy Court prior to entry of this Confirmation Order (notwithstanding any indication in any proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff) or right of subrogation of any kind against any debt, liability, or obligation due to the Debtors ....

12. The Plan became effective on April 30, 2024 [Docket No. 677] (the “Effective Date”).

13. On the Effective Date, in accordance with the Plan and the NVN Liquidating Trust Agreement, the Trust was established and, among other things, all assets of the Debtors and their bankruptcy estates existing as of the Effective Date, including, but not limited to, claims and causes of action against any person or entity that has any outstanding accounts receivable amounts owed to the Debtors (each an “Account”), were transferred to and vested in the Trust, and the Trustee was appointed trustee with the right, *inter alia*, to collect Accounts and commence causes of action with respect to delinquent Accounts.

***Debtor’s Business***

14. The Debtors were a medical dermatology enterprise primarily focused on researching, developing and commercializing innovative therapeutic products for skin diseases in the United States. The Debtors promoted dermatological products in the United States through May 31, 2023 and generated revenue from the sale of these branded products to pharmaceutical wholesalers, as well as direct to pharmacies.

***Debtors’ Relationship with Defendant***

15. Defendant was one of the pharmacies to which EPI sold branded products.

16. Defendant placed orders for and purchased various branded products (“Products”) from EPI at a specified purchase price. Defendant’s orders for Products were processed as follows:

- Defendant submitted a purchase order (“Purchase Order”) to EPI electronically.
- The electronic order was then converted into a sales order (“Sales Orders”).
- EPI fulfilled the Sales Orders by delivering the ordered Products to Defendant. Proof of delivery was documented in shipment data (“Proof of Shipment Report”).
- EPI issued to Defendant an invoice, with 30 day terms, which Defendant would be obligated to pay.

17. As of the Petition Date, Defendant is indebted to EPI in the aggregate sum of \$48,626.26 (“Amount Owed”) for Product sold and delivered to, and received by, Defendant consistent with Purchase Orders and corresponding Sales Orders, which Defendant has not disputed.

18. The Amount Owed is comprised of the following four (4) outstanding invoices, each of which is long past due (the “Outstanding Invoices”):

Invoice #	Invoice Date	PO	Amount
13948627	5/15/2023	5152023	\$21,065.09
13988446	5/26/2023	5242023	\$ 5,776.82
13995991	5/30/2023	5242023	\$12,541.44
14047579	6/14/2023	6132023	\$ 9,242.91

**Total \$48,626.26**

True and correct copies of the Outstanding Invoices are attached hereto as Exhibit A.

19. Each Outstanding Invoice has terms of 30 days and is past due. Each Outstanding Invoice references a specific Sales Order number. True and correct copies of the Sale Orders referenced in the Outstanding Invoices are attached hereto as Exhibit B. A true and correct copy of the Proof of Shipment Report for Products delivered to Defendant under the Outstanding Invoices is attached hereto as Exhibit C.

20. The Outstanding Invoices, totaling \$48,626.26, were timely provided to and received by Defendant, and Defendant never disputed the Outstanding Invoices. Demand for payment of the Amount Owed was made before, on, and after July 26, 2024 and Defendant has failed, and continues to fail, to pay the Amount Owed.

21. Notice of the General Bar Date and the Administrative Expense Bar Date were served upon Defendant as set forth in affidavits of service filed with the Court [Docket Nos. 319,

358, and 683]. Defendant failed to file any proof of claim or assert any Administrative Expense Claim against the Debtors in these cases.

**I.**

**FIRST CLAIM FOR RELIEF**

**For Turnover Pursuant to 11 U.S.C. § 542**

22. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.

23. Pursuant to section 541(a) of the Bankruptcy Code, the Amount Owed constituted property of the EPI's bankruptcy estate, all right, title and interest in which were transferred to and vested in the Trust on the Effective Date.

24. Pursuant to Section 542(b) of the Bankruptcy Code, any entity that owes a debt that is property of the estate and that is matured, payable on demand, or payable on order, shall pay such debt to, or on the order of, the trustee, except to the extent that such debt may be offset under section 553 of the Bankruptcy Code against a claim against the debtor.

25. The Amount Owed is property of the Trust that is matured and payable on demand to the Trust as successor to the Debtors pursuant to section 542(b) of the Bankruptcy Code.

26. Pursuant to the Plan and Confirmation Order, as Defendant has failed to file any proof of claim in the Cases asserting setoff therein and failed to otherwise assert setoff in a pleading filed with the Court, the Amount Owed may not be offset against any claim Defendant may have or assert against the Debtors.

27. On or about July 26, 2024, and prior and subsequent thereto, the Plaintiff made demand on Defendant to immediately turn over the Amount Owed.

28. Despite such demand therefor, Defendant has failed and refused to turn over the Amount Owed to the Trust.

29. Plaintiff is entitled to an order directing Defendant to immediately turn over and pay the Amount Owed to the Plaintiff, plus interest at the legal rate from and after at least July 26, 2024.

## II.

### **SECOND CLAIM FOR RELIEF**

#### **Breach of Contract**

30. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.

31. The issuance of a Purchase Order by Defendant coupled with the delivery of the Products by EPI fulfilling the Purchase Order and issuance of an Invoice by EPI for such Products, constitute an enforceable agreement between Defendant and EPI, whereby, *inter alia*, Defendant was obligated to pay EPI for Products.

32. Each agreement established by each Purchase Order and Invoice is a valid and enforceable contract under which the Defendant was obligated to perform.

33. EPI performed all terms and conditions required of it to be performed under the terms of each agreement.

34. EPI delivered the Outstanding Invoices to Defendant for the sale of Products and Defendant has failed and refused to pay the Outstanding Invoices totaling \$48,626.26.

35. Demand for payment of the Amount Owed was made before, on, and after July 26, 2024, but Defendant has failed and refused, and continues to fail and refuse, to pay the Amount Owed, which failure constitutes a material breach of the parties' agreements.

36. By reason of Defendant's breach of the agreements, Plaintiff, as successor to EPI, has been damaged in the sum of \$48,626.26 plus interest thereon at the legal rate from and after at least July 26, 2024.



**III.**

**THIRD CLAIM FOR RELIEF**

**Account Stated**

37. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.

38. Debtor EPI sent the Outstanding Invoices to Defendant that set forth the amounts due and owing to EPI for Defendant's purchase of Products from EPI.

39. Defendant has never disputed the Outstanding Invoices.

40. The Plaintiff has demanded that Defendant pay for the Products it purchased and received from the Debtors related to the Outstanding Invoices. Defendant has failed and refused to do so.

41. There is an account stated, due and owing to Debtors in the amount of \$48,626.26 for the Amount Owed, and Plaintiff is entitled to a judgment on that amount.

**IV.**

**FOURTH CLAIM FOR RELIEF**

**Goods Sold and Delivered**

42. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.

43. Within one year prior to the Petition Date, Defendant became indebted to Debtors for Products sold and delivered to Defendant and for which Defendant promised to pay.

44. Defendant has failed to pay for the Products, despite the Plaintiff's demand therefor. Plaintiff is therefore entitled to a judgment for the Amount Owed.

**V.**

**FIFTH CLAIM FOR RELIEF**

45. Plaintiff repeats and realleges the allegations contained in each preceding paragraph of the Complaint as though set forth fully herein.

46. Debtor EPI conferred a benefit on Defendant in the form of the Products shown on the Outstanding Invoices.

47. Defendant accepted and retained the Products without paying for them.

48. It would be inequitable for Defendant to retain the Products without paying for the value it received.

49. Plaintiff is therefore entitled to a judgment in the amount of \$48,626.26 for the Outstanding Invoices.

**WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

- a. On the First Claim for Relief for an order directing Defendant to turn over to the Debtor the sum of \$48,626.26, plus prejudgment interest thereon;
- b. On the Second Claim for Relief, for entry of judgment in the amount of \$48,626.26, plus prejudgment interest thereon;
- c. On the Third Claim for Relief, for entry of judgment in the amount of \$48,626.26, plus prejudgment interest thereon;
- d. On the Fourth Claim for Relief, for entry of judgment in the amount of \$48,626.26, plus prejudgment interest thereon;
- e. On the Fifth Claim for Relief, for entry of judgment in the amount of \$48,626.26, plus prejudgment interest thereon;
- f. For costs of suit incurred herein; and
- g. For such other and further relief as the Court deems just and proper.

Dated: October 10, 2024  
Wilmington, Delaware

**WOMBLE BOND DICKINSON (US) LLP**

/s/ Donald J. Detweiler

Donald J. Detweiler (DE Bar No. 3087)  
1313 North Market Street, Suite 1200  
Wilmington, Delaware 19801  
Telephone: (302) 252-4320  
Facsimile: (302) 252-4330  
Email: don.detweiler@wbd-us.com

-and-

David M. Banker (admitted *pro hac vice*)  
Edward L. Schnitzer (admitted *pro hac vice*)  
950 Third Avenue, Suite 2400  
New York, New York 10022  
Telephone (332) 258-8400  
Facsimile: (332) 258-8949  
Email: david.banker@wbd-us.com  
edward.schnitzer@wbd-us.com

-and-

Debra J. Cohen  
Lige Gu  
HALPERIN BATTAGLIA BENZIJA, LLP  
40 Wall Street – 37<sup>th</sup> Floor  
New York, New York 10005  
Telephone: (212) 765-9100  
Email: dcohen@halperinlaw.net  
lgu@halperinlaw.net

*Counsel to the Trustee*

**EXHIBIT A**



**DISTRIBUTED BY INTEGRATED  
COMMERCIALIZATION SOLUTIONS, LLC  
420 INTERNATIONAL BLVD. SUITE 500  
BROOKS, KY 40109**

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

<b>INVOICE</b>	
<b>Standard Sales Order</b>	
<b>Document Number</b>	DMI13948627
<b>Cost Center</b>	1402 SO
<b>Document Date</b>	05/15/2023
<b>Payment Due Date</b>	06/15/2023
<b>Invoice Print</b>	Y

**Bill To:**  
SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206

**Ship To:**  
SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206  
State License # : Y006967

<b>Account Nbr:</b> 7851071	<b>Purchase Order:</b> 5152023	<b>Customer Ref:</b>
<b>State License:</b> Y006967	<b>Payment Terms:</b> 1% 30 Net 31	<b>Shipped Via:</b> UPS Ground - No guarantee
<b>DEA License:</b>	<b>Date Ordered:</b> 05/15/2023	<b>FOB:</b> Free on Board - Destination
<b>State PRMT:</b>	<b>Date Shipped:</b> 05/15/2023	<b>Sales Order:</b> 16074656

LINE	PRODUCT CODE & DESCRIPTION	LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCOUNT VALUE %	NET AMT
1	03-0804-45 Cloderm Cream 45gm Tube CTN NDC: 71403080445	TFBW	2	CTN	\$373.17	\$746.34	\$59.71 8.00 %	\$686.63
2	03-0003-30 Rhofade 1% Cream 30g NDC: 7140300330	WCAR	16	EACH	\$568.00	\$9,088.00	\$727.04 8.00 %	\$8,360.96
3	0001-01 Wyzora Cream 0.005%/0.064% EA NDC: 73499000101	TKAC	10	EACH	\$1,201.75	\$12,017.50	\$0.00 0.00 %	\$12,017.50
<b>Subtotals:</b>						<b>\$21,851.84</b>	<b>\$786.75</b>	<b>\$21,065.09</b>

Shipment Information: 1Z5041EX0307943138  
If payment is received by 06/14/2023, Pay \$20,854.44.  
Terms: 1% 30 Net 31

<b>Remit To</b>
EPI Health LLC P.O. Box 744233 Atlanta, GA 30384-4233

<b>Sold By</b>
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

<b>INVOICE SUMMARY</b>	
<b>Gross Subtotal</b>	\$21,851.84
<b>Line Discount</b>	\$786.75
<b>Net Subtotal</b>	<b>\$21,065.09</b>
<b>Other Disc/Fees</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Handling</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total Due</b>	<b>\$21,065.09</b>



**DISTRIBUTED BY INTEGRATED  
COMMERCIALIZATION SOLUTIONS, LLC  
420 INTERNATIONAL BLVD. SUITE 500  
BROOKS, KY 40109**

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

<b>INVOICE</b>	
<b>Standard Sales Order</b>	
<b>Document Number</b>	DMI13988446
<b>Cost Center</b>	1402 SO
<b>Document Date</b>	05/26/2023
<b>Payment Due Date</b>	06/26/2023
<b>Invoice Print</b>	Y

**Bill To:**  
SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206

**Ship To:**  
SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206  
State License # : Y006967

<b>Account Nbr:</b> 7851071	<b>Purchase Order:</b> 5242023	<b>Customer Ref:</b>
<b>State License:</b> Y006967	<b>Payment Terms:</b> 1% 30 Net 31	<b>Shipped Via:</b> UPS Ground - No guarantee
<b>DEA License:</b>	<b>Date Ordered:</b> 05/24/2023	<b>FOB:</b> Free on Board - Destination
<b>State PRMT:</b>	<b>Date Shipped:</b> 05/26/2023	<b>Sales Order:</b> 16127737

LINE	PRODUCT CODE & DESCRIPTION	LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCOUNT VALUE %	NET AMT
1	0001-01 Wyzora Cream 0.005%/0.064% EA NDC: 73499000101	TGBG	5	EACH	\$1,255.83	\$6,279.15	\$502.33 8.00 %	\$5,776.82
<b>Subtotals:</b>						<b>\$6,279.15</b>	<b>\$502.33</b>	<b>\$5,776.82</b>

Shipment Information: 1Z5041EX0308219606  
If payment is received by 06/25/2023, Pay \$5,719.05.  
Terms: 1% 30 Net 31

<b>Remit To</b>
EPI Health LLC P.O. Box 744233 Atlanta, GA 30384-4233

<b>Sold By</b>
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

<b>INVOICE SUMMARY</b>	
<b>Gross Subtotal</b>	\$6,279.15
<b>Line Discount</b>	\$502.33
<b>Net Subtotal</b>	<b>\$5,776.82</b>
<b>Other Disc/Fees</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Handling</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total Due</b>	<b>\$5,776.82</b>



**DISTRIBUTED BY INTEGRATED  
COMMERCIALIZATION SOLUTIONS, LLC  
420 INTERNATIONAL BLVD. SUITE 500  
BROOKS, KY 40109**

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

<b>INVOICE</b>	
<b>Standard Sales Order</b>	
<b>Document Number</b>	DMI13995991
<b>Cost Center</b>	1402 SO
<b>Document Date</b>	05/30/2023
<b>Payment Due Date</b>	06/30/2023
<b>Invoice Print</b>	Y

**Bill To:**  
SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206

**Ship To:**  
SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206  
State License # : Y006967

<b>Account Nbr:</b> 7851071	<b>Purchase Order:</b> 5242023	<b>Customer Ref:</b>
<b>State License:</b> Y006967	<b>Payment Terms:</b> 1% 30 Net 31	<b>Shipped Via:</b> UPS Ground - No guarantee
<b>DEA License:</b>	<b>Date Ordered:</b> 05/24/2023	<b>FOB:</b> Free on Board - Destination
<b>State PRMT:</b>	<b>Date Shipped:</b> 05/30/2023	<b>Sales Order:</b> 16127737

LINE	PRODUCT CODE & DESCRIPTION	LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCOUNT VALUE %	NET AMT
1	03-0003-30 Rhofade 1% Cream 30g NDC: 7140300330	WCAR	24	EACH	\$568.00	\$13,632.00	\$1,090.56 8.00 %	\$12,541.44
<b>Subtotals:</b>						<b>\$13,632.00</b>	<b>\$1,090.56</b>	<b>\$12,541.44</b>

Shipment Information: 1Z5041EX0308265548  
If payment is received by 06/29/2023, Pay \$12,416.03.  
Terms: 1% 30 Net 31

<b>Remit To</b>
EPI Health LLC P.O. Box 744233 Atlanta, GA 30384-4233

<b>Sold By</b>
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

<b>INVOICE SUMMARY</b>	
<b>Gross Subtotal</b>	\$13,632.00
<b>Line Discount</b>	\$1,090.56
<b>Net Subtotal</b>	<b>\$12,541.44</b>
<b>Other Disc/Fees</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Handling</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total Due</b>	<b>\$12,541.44</b>



**DISTRIBUTED BY INTEGRATED  
COMMERCIALIZATION SOLUTIONS, LLC  
420 INTERNATIONAL BLVD. SUITE 500  
BROOKS, KY 40109**

Distributor DEA License #: RI0248686 Exp. Date: 11/30/2024

<b>INVOICE</b>	
<b>Standard Sales Order</b>	
<b>Document Number</b>	DMI14047579
<b>Cost Center</b>	1402 SO
<b>Document Date</b>	06/14/2023
<b>Payment Due Date</b>	07/15/2023
<b>Invoice Print</b>	Y

**Bill To:**  
SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206

**Ship To:**  
SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206  
State License # : Y006967

<b>Account Nbr:</b> 7851071	<b>Purchase Order:</b> 6132023	<b>Customer Ref:</b>
<b>State License:</b> Y006967	<b>Payment Terms:</b> 1% 30 Net 31	<b>Shipped Via:</b> UPS Ground - No guarantee
<b>DEA License:</b>	<b>Date Ordered:</b> 06/13/2023	<b>FOB:</b> Free on Board - Destination
<b>State PRMT:</b>	<b>Date Shipped:</b> 06/14/2023	<b>Sales Order:</b> 16231457

LINE	PRODUCT CODE & DESCRIPTION	LOT	QTY	U/M	UNIT PRICE	GROSS AMT	DISCOUNT VALUE %	NET AMT
1	0001-01 Wyzora Cream 0.005%/0.064% EA NDC: 73499000101	TKAC	8	EACH	\$1,255.83	\$10,046.64	\$803.73 8.00 %	\$9,242.91
<b>Subtotals:</b>						<b>\$10,046.64</b>	<b>\$803.73</b>	<b>\$9,242.91</b>

Shipment Information: 1Z5041EX0308586406  
If payment is received by 07/14/2023, Pay \$9,150.48.  
Terms: 1% 30 Net 31

<b>Remit To</b>
EPI Health LLC P.O. Box 744233 Atlanta, GA 30384-4233

<b>Sold By</b>
EPI HEALTH LLC 174 MEETING STREET SUITE 200 CHARLESTON, SC 29401

<b>INVOICE SUMMARY</b>	
<b>Gross Subtotal</b>	\$10,046.64
<b>Line Discount</b>	\$803.73
<b>Net Subtotal</b>	<b>\$9,242.91</b>
<b>Other Disc/Fees</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Handling</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Total Due</b>	<b>\$9,242.91</b>



**EXHIBIT B**

## Sales Order Details

**Order Number:** 16127737

**Order Submit Date:** 05/24/2023

**Order Date:** 05/24/2023

**Order Submit Time:** 13:05:33

**Order Create Date:** 05/24/2023

**PO Number:** 5242023

**Customer:** 7851071 SUN PHARMACY LLC

**EDI Supplier no:**

**Customer Ref:**

**Third Party:**

**Order Type:** SO Standard Sales Order

**Order Value:** \$18,318.26

**Discount Base:** \$0.00

**Credit Limit:** 25000

**Terms Of Payment:** 1% 30 Net 31

**Balance:** \$48,626.26

**MOT:** 006 UPS Ground - No guarantee

**Program Type:** NONE

**222 Form no:**

**222 Form Issue Date:**

---

**Ship To Address:** SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206

**Bill To Address:** SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206

## Sales Order Details

**Order Number:** 16074656

**Order Submit Date:** 05/15/2023

**Order Date:** 05/15/2023

**Order Submit Time:** 13:15:31

**Order Create Date:** 05/15/2023

**PO Number:** 5152023

**Customer:** 7851071 SUN PHARMACY LLC

**EDI Supplier no:**

**Customer Ref:**

**Third Party:**

**Order Type:** SO Standard Sales Order

**Order Value:** \$21,065.09

**Discount Base:** \$0.00

**Credit Limit:** 25000

**Terms Of Payment:** 1% 30 Net 31

**Balance:** \$48,626.26

**MOT:** 006 UPS Ground - No guarantee

**Program Type:** NONE

**222 Form no:**

**222 Form Issue Date:**

---

**Ship To Address:** SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206

**Bill To Address:** SUN PHARMACY LLC  
4838 E BASELINE RD STE 127  
MESA, AZ 85206

## Sales Order Details

**Order Number:** 16231457

**Order Submit Date:** 06/13/2023

**Order Date:** 06/13/2023

**Order Submit Time:** 15:55:57

**Order Create Date:** 06/13/2023

**PO Number:** 6132023

**Customer:** 7851071 SUN PHARMACY LLC

**EDI Supplier no:**

**Customer Ref:**

**Third Party:**

**Order Type:** SO Standard Sales Order

**Order Value:** \$9,242.91

**Discount Base:** \$0.00

**Credit Limit:** 25000

**Terms Of Payment:** 1% 30 Net 31

**Balance:** \$48,626.26

**MOT:** 006 UPS Ground - No guarantee

**Program Type:** NONE

**222 Form no:**

**222 Form Issue Date:**

---

**Ship To Address:** SUN PHARMACY LLC

**Bill To Address:** SUN PHARMACY LLC

4838 E BASELINE RD STE 127

4838 E BASELINE RD STE 127

MESA, AZ 85206

MESA, AZ 85206

**EXHIBIT C**

# Shipment Proof of Delivery

## Sun Pharmacy, Open Invoices

Recipient Type	Order Date	Product Code	Product Code Description	Order Type	Ship Date	Order Number	PO Number	Quantity	Lot	Invoice Number
Specialty Pharmacy Provider	2023-05-24 13:05:33	1402 03-0003-30	Rhofade 1% Cream 30g	SO	05/30/2023	16127737	5242023	24	WCAR	13995991
Specialty Pharmacy Provider	2023-05-15 13:15:31	1402 03-0003-30	Rhofade 1% Cream 30g	SO	05/15/2023	16074656	5152023	16	WCAR	13948627
Specialty Pharmacy Provider	2023-05-15 13:15:31	1402 03-0804-45	Cloderm Cream 45gm Tube CTN	SO	05/15/2023	16074656	5152023	2	TFBW	13948627
Specialty Pharmacy Provider	2023-06-13 15:55:57	1402 0001-01	Wynzora Cream 0.005%/0.064% EA	SO	06/14/2023	16231457	6132023	8	TKAC	14047579
Specialty Pharmacy Provider	2023-05-24 13:05:33	1402 0001-01	Wynzora Cream 0.005%/0.064% EA	SO	05/26/2023	16127737	5242023	5	TGBG	13988446
Specialty Pharmacy Provider	2023-05-15 13:15:31	1402 0001-01	Wynzora Cream 0.005%/0.064% EA	SO	05/15/2023	16074656	5152023	10	TKAC	13948627

Customer Number	MOT	Delivery Date	Customer Name	Tracking No	Rec Name	City and State	Weight	Delivery Location
7851071	UPS Ground - No guarantee	2023-06-05 10:41:48	SUN PHARMACY LLC	<a href="#">1Z5041EX0308265548</a>	HERMAN	MESA, AZ	3.74	NA
7851071	UPS Ground - No guarantee	2023-05-19 12:00:05	SUN PHARMACY LLC	<a href="#">1Z5041EX0307943138</a>	HERMAN	MESA, AZ	4.61	NA
7851071	UPS Ground - No guarantee	2023-05-19 12:00:05	SUN PHARMACY LLC	<a href="#">1Z5041EX0307943138</a>	HERMAN	MESA, AZ	4.61	NA
7851071	UPS Ground - No guarantee	2023-06-20 09:55:50	SUN PHARMACY LLC	<a href="#">1Z5041EX0308586406</a>	HERMAN	MESA, AZ	2.09	INSIDE DELIV
7851071	UPS Ground - No guarantee	2023-06-01 10:50:03	SUN PHARMACY LLC	<a href="#">1Z5041EX0308219606</a>	HERMAN	MESA, AZ	1.51	NA
7851071	UPS Ground - No guarantee	2023-05-19 12:00:05	SUN PHARMACY LLC	<a href="#">1Z5041EX0307943138</a>	HERMAN	MESA, AZ	4.61	NA