26-cv-495 (JLH)

United States District Court
for the District of Delaware

In re APPLE TREE LIFE SCIENCES, INC., *et al.*,
Debtors.

RIGMORA BIOTECH INVESTOR ONE LP and RIGMORA BIOTECH INVESTOR TWO LP,

Appellants,

v.

ATP LIFE SCIENCE VENTURES, L.P., ATP III GP, LTD., and OFFICIAL COMMITTEE OF UNSECURED CREDITORS,

Appellees.

On Appeal from the United States Bankruptcy Court for the District of Delaware,
No. 25-12177
(Hon. Laurie Selber Silverstein)

APPELLANTS' BRIEF

RICHARDS, LAYTON & FINGER, P.A.
John H. Knight (No. 3848)
Michael J. Merchant (No. 3854)
Daniel E. Kaprow (No. 6295)
Clint M. Carlisle (No. 7313)
Nicholas A. Franchi (No. 7401)
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

DEBEVOISE & PLIMPTON LLP
Shannon Rose Selden (admitted *pro hac vice*)
William H. Taft V (admitted *pro hac vice*)
Zachary H. Saltzman (admitted *pro hac vice*)
Natascha Born (admitted *pro hac vice*)
66 Hudson Boulevard
New York, New York 10001
Telephone: (212) 909-6000

25121772606300000000000006

CORPORATE DISCLOSURE STATEMENT

In accordance with Rules 8012 and 8014 of the Federal Rules of Bankruptcy Procedure Appellants Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LP hereby certify that no publicly held corporation owns 10% or more of their equity interests.

TABLE OF CONTENTS

Page

PRELIMINARY STATEMENT 1

JURISDICTIONAL STATEMENT 6

STATEMENT OF ISSUES PRESENTED 6

STANDARD OF REVIEW 6

STATEMENT OF THE FACTS 7

I. Structure of the Fund. 7

II. Investments in Portfolio Companies. 10

III. Litigation Between the Rigmora LPs and the GP. 11

A. Breakdown in the Parties' Relationship. 11

B. Delaware Court of Chancery Action. 12

C. Cayman Court Winding-Up Proceeding. 13

D. Delaware Court of Chancery Decision. 14

IV. The Chapter 11 Filing. 15

V. The Bankruptcy Court's Hearing and Decision on the Motion to Dismiss 18

SUMMARY OF ARGUMENT 20

ARGUMENT 23

I. The Bankruptcy Court Erred in Declining to Dismiss the Fund-Level Debtors' Petitions Under 11 U.S.C. § 1112(b) for Failure to Prove Good Faith. 23

A. The Bankruptcy Court Erred by Failing to Assess Financial Distress on a Debtor-by-Debtor Basis. 24

1. The Bankruptcy Court's Decision Is Inconsistent with Third Circuit Precedent. 24

2. The Bankruptcy Court's Approach Is Inconsistent with the Bankruptcy Code. 29

3. The Bankruptcy Court's Approach Is Inconsistent with the Principle of Respect for Corporate Separateness in Bankruptcy. 31

B. When Properly Analyzed, the Fund-Level Debtors Are Not in Financial Distress as a Matter of Law on the Undisputed Facts. 33

1. The Undisputed Facts Show That the Fund-Level Debtors Were Not in Financial Distress. 33

2. Subjective Good Intentions Cannot Replace the Need to Show Financial Distress 37

3. The Speculative Possibility of Obligations in the Indefinite Future Does Not Constitute Financial Distress. 38

4. The Fact That a Closed-End Fund Has Reached the Natural End of Its Life Does Not Constitute Financial Distress. 43

C. The Fund-Level Debtors' Petitions Failed to Serve a Valid Bankruptcy Purpose Because They Were a Litigation Tactic in a Two-Party Dispute. 45

II. The Bankruptcy Court Erred in Declining to Dismiss the Fund's and GP's Chapter 11 Petitions on Grounds of Abstention Under 11 U.S.C. § 305. 48

CONCLUSION 54

TABLE OF AUTHORITIES

Page(s)

CASES

In re 15375 Mem'l Corp. v. BEPCO, L.P.,
589 F.3d 605 (3d Cir. 2009) 37

In re AIG Fin. Prods. Corp.,
651 B.R. 463 (Bankr. D. Del. 2023) 23, 29

In re A.H. Robins Co., Inc.,
89 B.R. 555 (Bankr. E.D. Va. 1988) 34

In re AIG Fin. Prods. Corp.,
2024 WL 3967465 (D. Del. Aug. 28, 2024) 24

In re AIO US, Inc.,
677 B.R. 509 (Bankr. D. Del. 2025) 30

In re Bedmar, LLC,
2025 WL 2496260 (Bankr. D. Del. Aug. 29, 2025) ..... *passim*

BitGo Holdings, Inc. v. Galaxy Digit. Holdings, Ltd.,
319 A.3d 310 (Del. 2024) 39

In re Brown,
916 F.2d 120 (3d Cir. 1990) 6

In re Diamondhead Casino Corp.,
2025 WL 2169864 (Bankr. D. Del. 2025) 49, 55

In re EHT US1, Inc.,
630 B.R. 410 (Bankr. D. Del. 2021) 29

Re Freerider Ltd,
[2010] (1) CILR 486 53

In re Glob. Ocean Carriers Ltd.,
251 B.R. 31 (Bankr. D. Del. 2000) 30

Hilton v. Guyot,
159 U.S. 113 (1895) 52

In re Integrated Telecom Express, Inc.,
384 F.3d 108 (3d Cir. 2004) ..... *passim*

In re JER/Jameson Mezz Borrower II, LLC,
461 B.R. 293 (Bankr. D. Del. 2011) 29

In re Johns-Manville Corp.,
36 B.R. 727 (Bankr. S.D.N.Y. 1984) 33

In re LTL Mgmt. LLC,
652 B.R. 433 (Bankr. D.N.J. 2023) 33, 36

In re LTL Mgmt., LLC,
64 F.4th 84 (3d Cir. 2023) ..... *passim*

In re Mazzocone,
183 B.R. 402 (Bankr. E.D. Pa. 1995) 46, 51

In re Northshore Mainland Servs., Inc.,
537 B.R. 192 (Bankr. D. Del. 2015) 30, 49, 51, 52

In re Owens Corning,
419 F.3d 195 (3d Cir. 2005) 31

In re Price,
370 F.3d 362 (3d Cir. 2004) 30

In re Primestone Inv. Partners L.P.,
272 B.R. 554 (D. Del. 2002) 36

In re SA Hosp. Acquisition Grp.,
660 B.R. 97 (D. Del. 2024) 6,7, 49

In re SB Props., Inc.,

185 B.R. 206 (Bankr. E.D. Pa. 1995) 46

In re SGL Carbon Corp.,
200 F.3d 154 (3d Cir. 1999)..... *passim*

In re Trib. Co.,
464 B.R. 126 (Bankr. D. Del. 2011) 30

United Sav. Ass'n of Tex. v. Timbers of Inwood Forest Assocs., Ltd.,
484 U.S. 365 (1988)..... 30

STATUTES

11 U.S.C. § 305 ..... *passim*

28 U.S.C. § 158(a)(1)..... 6

11 U.S.C. § 109 ..... 20, 30

11 U.S.C. § 301 30

11 U.S.C. § 1129(a) 30

ELP Act § 4..... 42

Companies Act § 99 50

Companies Act § 36(3)(a)..... 50

ELP Act § 36(3)(a)..... 51

Companies Act § 140(1) 53

OTHER AUTHORITIES

In re Intergalactic Therapeutics, Inc.,
Case No. 23-41067 (Bankr. D. Mass. 2023)..... 9

PRELIMINARY STATEMENT

Under binding Third Circuit precedent, each debtor must be in immediate financial distress when it seeks the protections of chapter 11. *See In re LTL Mgmt., LLC*, 64 F.4th 84, 102 (3d Cir. 2023). If any individual debtor is not in financial distress, that debtor's chapter 11 case must be dismissed. *See id.* at 101, 110. The Rigmora LPs appeal because the bankruptcy court failed to apply that foundational rule in the starkest of circumstances, when it refused to dismiss the bankruptcy cases of two debtors—a $6.5 billion investment fund with no debts to restructure and its general partner—that were in no conceivable financial distress.

The two entities that filed improper bankruptcy petitions are Debtors-Appellees ATP Life Science Ventures, L.P. (the "**Fund**") and its general partner, ATP III GP, Ltd. (the "**GP**") (together, the "**Fund-Level Debtors**"). The Fund, a Cayman Islands exempted limited partnership, is a closed-end venture-capital fund that invests in biotechnology companies. The GP, a Cayman Islands exempted company, manages the day-to-day affairs of the Fund as trustee for the Fund's limited partners. Appellants Rigmora Biotech Investor One LP and Rigmora Biotech Investor Two LP (the "**Rigmora LPs**") are the most significant of the Fund's limited partners, having contributed more than $2.4 billion to the Fund, which constitutes over 98% of the Fund's capital.

The GP's decision to file a chapter 11 petition for the Fund is inexplicable when viewed through the lens of financial distress. Most debtors file chapter 11 because they have too many creditors and too little to pay them; here, the GP extolled the Fund's success. According to its own petition, the Fund entered chapter 11 with virtually no creditors and billions of dollars' worth of assets, while sitting on millions of dollars in cash, and expecting nearly $100 million more in a matter of days. The GP has never claimed any separate liabilities.

The GP filed chapter 11 petitions for itself and for the Fund not because of any debts in need of restructuring, but because the Rigmora LPs and the GP were in the midst of litigation to resolve critical governance questions as to whether the GP would continue to manage the Fund, as it nears the end of its contractual life. On that question, the GP and the Rigmora LPs vehemently disagree, and their disagreements had crystallized last spring in two parallel cases in the Delaware Court of Chancery (the "**Chancery Court**") and the Grand Court of the Cayman Islands (the "**Cayman Court**"), each seeking to address questions regarding the Fund's future and the GP's role. In May 2025, the GP filed suit in Chancery Court seeking sweeping relief to preemptively strip the Rigmora LPs of many of their rights in favor of the GP. The GP lost that claim after trial in a decision issued December 5, 2025, while winning an additional $97 million in capital calls. Meanwhile, the Rigmora LPs had filed a winding-up petition in the Cayman Court in June 2025,

asserting (among other things) their loss of trust and confidence in the GP as the fiduciary managing their investment, and seeking an order under Cayman law displacing the GP as manager of the Fund with court-appointed independent fiduciaries and directing those fiduciaries to wind up the Fund. That Cayman petition was just weeks away from trial when the GP filed itself and the Fund for chapter 11. The GP's decision to file for chapter 11 is blatantly tactical, and an abuse of the Bankruptcy Code.

The Rigmora LPs urged the bankruptcy court to recognize that these two crucial and essentially undisputable facts—the Fund's and GP's lack of financial distress and the context of two-party litigation seeking to remove the Fund's GP—required prompt dismissal of the Fund and GP's petitions as a matter of Third Circuit law. The Rigmora LPs moved to dismiss within days of the chapter 11 petitions, on December 12, 2025, pointing to the Fund's and GP's complete failure to show financial distress, their admissions of financial health, the imminent Cayman trial, and the Rigmora LPs' serious concern that the GP was abusing the chapter 11 process to obtain an automatic stay of the upcoming Cayman trial challenging the GP's management of the Fund. The GP responded by filing chapter 11 petitions for seven of the Fund's least-developed portfolio companies (the "**Portfolio Company Debtors**") and claiming that their funding "needs" justified holding the Fund and its

GP in chapter 11 as a financial resource for the Portfolio Company Debtors to draw upon in their ongoing cases.

It was legal error not to dismiss the Fund and GP petitions, and that error is subject to *de novo* review and reversal by this court. Third Circuit law governing a motion to dismiss a chapter 11 petition is clear and settled, and it should have been applied to this case as it would to any other. Under *LTL,* the bankruptcy court must look at each debtor as ***a standalone entity***, not on a "holistic" basis that conflates a debtor with its affiliates and disregards its separate assets and obligations. Applying the proper standard to the GP and the Fund mandates dismissal of their petitions, which show none of the required hallmarks of individual financial distress and many of the hallmarks of an abuse of process. Although filing in such circumstances is commonly referred to as a "bad faith" filing, that is not because it requires a finding of subjective bad faith. Filing a chapter 11 petition absent financial distress is ***by definition*** "bad faith" because it fails to serve a valid bankruptcy purpose. As the Third Circuit held in *LTL*, the standard is objective and does not require any subjective "bad faith" for dismissal to be granted.

The bankruptcy court erred by assessing the financial state of the Debtors "holistically," contrary to *LTL*, and finding that the Fund and GP were in financial distress based on the financial distress of ***the Portfolio Company Debtors***. The bankruptcy court could not pinpoint any actual immediate obligations that ***the Fund***

or the GP had to those companies, much less obligations that they could not meet, and it should therefore have dismissed their petitions under *LTL*. Instead, the court treated the Fund's role as initial investor and controlling stockholder as though it somehow created an ongoing obligation to support the Portfolio Company Debtors—a conclusion that would come as a shock to investors and fund managers who expect their obligations to be limited by their contractual terms and expect corporate separateness to be respected by the courts. In lumping the Debtors together and declining to conduct the case-by-case analysis that *LTL* requires, the bankruptcy court committed legal error that requires reversal of the decision below.

Even if it did not dismiss on grounds of bad faith, the bankruptcy should have dismissed on grounds of abstention under 11 U.S.C. § 305. A request for abstention requires a bankruptcy court to weigh efficiency, comity, and the availability of an adequate alternative forum on a debtor-by-debtor basis. Here, the bankruptcy court again analyzed the Debtors on a holistic basis and neglected to assess the availability of an adequate alternative forum for resolution of the distinct and uniquely Cayman issues facing the GP and the Fund. The Cayman Court, where a winding-up proceeding had already been pending for months, was set to promptly adjudicate and oversee the Fund's winding-up within the Cayman law regime that governs it. That is a more than adequate forum, and deferring to it would have removed much uncertainty, complication, and waste of resources from these cases. That error,

which infected the bankruptcy court's efficiency and comity analysis, independently requires reversal of the decision below.

JURISDICTIONAL STATEMENT

A bankruptcy court order denying a motion to dismiss a chapter 11 petition is "final" for purposes of appeal. *In re Brown*, 916 F.2d 120, 124 (3d Cir. 1990). The order denying the Rigmora LPs' motion was entered on April 14, 2026, and the Rigmora LPs filed a timely notice of appeal on April 28, 2026. This Court therefore has jurisdiction under 28 U.S.C. § 158(a)(1).

STATEMENT OF ISSUES PRESENTED

1. Did the bankruptcy court err in declining to dismiss the petitions of the Fund and GP for cause under 11 U.S.C. § 1112(b), including on the ground that the petitions were not filed in good faith?

2. Did the bankruptcy court err in declining to dismiss the petitions of the Fund and GP on grounds of abstention under 11 U.S.C. § 305?

STANDARD OF REVIEW

A bankruptcy court's denial of a motion to dismiss a chapter 11 petition for lack of good faith or on the basis of abstention is reviewed for abuse of discretion. *LTL*, 64 F.4th at 99 (good faith); *In re SA Hosp. Acquisition Grp.*, 660 B.R. 97, 107 (D. Del. 2024) (abstention). A court abuses its discretion if its decision "rests upon

a clearly erroneous finding of fact, an errant conclusion of law, or an improper application of law to fact." *LTL*, 64 F.4th at 99; *see also SA Hosp. Acquisition*, 660 B.R. at 107. The bankruptcy court's factual findings are reviewed for clear error while its underlying conclusions of law are reviewed *de novo*. *LTL*, 64 F.4th at 99. In this case, the bankruptcy court's ultimate determinations, including financial distress and good faith, are applications of law to facts and are subject to *de novo* review. *See id.* at 100 ("the ultimate determination [of financial distress], like with good faith, is essentially a conclusion of law that gets a fresh look" on appeal).

STATEMENT OF THE FACTS

I. Structure of the Fund.

The Fund is a multi-billion-dollar investment fund established in 2012 by Dr. Seth Harrison, who is the managing director of the GP, and the Rigmora LPs, which are indirectly owned by the family trust of Dr. Dmitry Rybolovlev. A1891. The Fund made equity investments in a portfolio of early-stage companies in the biotechnology industry. A1550 at 101:11-14; A1656 at 207:8-15 (Harrison).[1] The Fund then worked with portfolio company management to increase the value of the

[1] As explained in the Rigmora LPs' opening brief on their parallel appeal of the bankruptcy court's funding order, the Fund, as a Cayman Islands exempted limited partnership, does not itself own or hold any property rights. Rather, references to property "of the exempted limited partnership" are conventional shorthand for property held by the general partner on trust for the limited partners. This brief follows that convention. Any reference to rights, assets or operations of the Fund should be construed to refer solely to the GP in its capacity as trustee and not to imply that the Fund itself can hold property rights.

companies before an eventual acquisition or IPO. Over the years, the Fund successfully exited investments in several portfolio companies, including Stoke, Akero, and Syntimmune. A844 at 79:9-13 (Harrison).

While some portfolio companies succeeded, others failed in the ordinary course. A598. This is an expected feature of early-stage venture investing. *Id.* The Fund routinely evaluated portfolio companies at inflection points and would "stop" funding "if the science [was] not panning out." A1466 at 17:9-17 (Liras). When the Fund stopped funding those portfolio companies, it was not uncommon for those companies to file for bankruptcy. *See, e.g.*, *Intergalactic Therapeutics, Inc.*, Case No. 23-41067 (Bankr. D. Mass. 2023), Docket No. 1. By contrast, it is utterly unexpected, and appears to be unprecedented, for a venture-capital fund itself to file for bankruptcy based on distress of certain of its least-successful portfolio companies. A942 at 177:2-7; A953-954 at 188:25-189:5 (Strebulaev) (venture-capital expert). An investment fund acquires equity in separate companies to create a portfolio of investments, diversifying its risks and limiting its exposure to each. Losses borne by separate entities at the portfolio company level are distinct from the impact at the fund level. A949-952 at 184:20-185:4, 186:23-187:5 (Strebulaev). Here, performance varied by company, but the Fund's overall performance was and is positive: while some of the Fund's portfolio companies failed, others succeeded, and by early 2025, the Fund was valued at approximately $6.5 billion according to

the GP. A1893; A1616 at 167:7-10 (Harrison); *see also* A4075 (Fund's investments assessed at $3.9 billion).

The Fund is organized under Cayman Islands law as an exempted limited partnership ("**ELP**"). Its operations are governed by a limited partnership agreement (the "**LPA**"), which has been amended 22 times, and is governed by Cayman law. A2438-A2702. Like other funds structured as limited partnerships, the general partner manages the Fund's investments day-to-day, while the limited partners contribute capital. The Fund has effectively only one investor, the Rigmora LPs, which have contributed more than 98% of the Fund's capital. A1212 at 15:22-23 (Bogdanov); A2159; A2178. The remaining capital was contributed by Dr. Harrison and his family trust as additional limited partners but financed in substantial part by a loan from the Rigmora LPs. A2109 n.22; A2114; A2152 n.270.

The Fund is a "closed-end" venture-capital fund. Like other closed-end funds, the Fund has a finite lifespan and finite capital: the Fund terminates on February 6, 2029, subject to a maximum two-year extension, A2105-A2106; A2109; A2662 § 2; A2681; under the LPA, the limited partners' capital commitments are capped at an amount referred to as their "Contingent Subscriptions," A2455 ¶5(a)(i); and the GP may not incur debt without the Rigmora LPs' consent, A2445 ¶¶2(h)–(i). The Rigmora LPs' aggregate contingent subscription amount was originally $1.425 billion and was later increased to $2.425 billion. A1892-A1893; A2159.

In the ordinary course, a closed-end fund winds down after it has either reached its termination date or exhausted its committed capital. A596-A598. That winding-down process, which is built into the design of the Fund, signals that the Fund has fulfilled its purpose, not that it is in financial distress.

II. Investments in Portfolio Companies.

The Fund currently holds equity in fifteen biotechnology companies (the "**Portfolio Companies**"). The Portfolio Companies are at different stages of drug development, with the early-stage companies researching potential candidates, the clinical-stage companies performing animal or human trials, and the commercial-stage companies bringing compounds to market. A1893; A208-A210 at 23:24-25:19 (Harrison). Each portfolio company is a separate Delaware corporation with its own board, assets, and liabilities, distinct from those of the Fund and the GP. A1903; A891 at 126:4-6 (Mandarino). The most valuable company in the Fund's portfolio is Braeburn, Inc., which markets Brixadi, a treatment for opioid use disorder. Braeburn is valued at approximately $2.9 billion and expected $280 million in revenue in 2025. A1618-A1620 at 169:5-171:8 (Harrison).

The LPA requires the GP, before investing in any portfolio company, to present a budget proposal to the Rigmora LPs. The Rigmora LPs have complete discretion to approve or disapprove the project budgets. A2177-A2180. If the

Rigmora LPs approve the budget, the GP can then call capital for the portfolio company in a manner consistent with that budget. A2455 ¶5(a)(i); A2549 § 3.

For approved portfolio companies, the GP then enters into a stock purchase agreement ("**SPA**") with the portfolio company, governed by Delaware law. A1656 at 207:11-15 (Harrison). Under the SPAs, the Fund typically purchased an initial tranche of preferred stock with additional tranches contingent upon the achievement of specified (or to-be-specified) milestones. *See, e.g.*, A2743-A2744 § 1.3. Each SPA contains an "entire agreement" provision and expressly provides that any commitment for further investment must be by a signed writing. A1924. SPAs that require achievement of milestones also provide that, upon notice, the Fund may, in its discretion, purchase additional shares even if the company has not achieved the applicable milestones. *See, e.g.*, A3022 § 1.2(i); A2744 § 1.3(d). As Dr. Harrison testified, the Fund thus retained "the right, but not the obligation, to invest further" in the portfolio companies. A1665-A1666 at 216:6-217:15; A1673 at 224:9-11; A1675 at 226:9-12.

III. Litigation Between the Rigmora LPs and the GP.

A. Breakdown in the Parties' Relationship.

For more than a decade, the parties followed the LPA's funding process: the GP called capital for portfolio company projects approved by the Rigmora LPs, and the Rigmora LPs provided the requested funding. A1894. However, the relationship

between the GP and Rigmora LPs began to deteriorate as the Fund approached the end of its lifespan. A1888-A1889.[2] In September 2023, the Rigmora LPs exercised their contractual right to request a distribution of their investment in Braeburn, but the GP denied the request. In July 2024, the Rigmora LPs renewed their request and the GP again refused. As a result, the Rigmora LPs filed suit in the Cayman Court. A1896. In December 2024, the parties settled the dispute and amended the LPA to reflect new distribution mechanics for the Braeburn investment. As part of the settlement agreement, the parties also agreed to discuss new budgets for certain Portfolio Companies subject to certain conditions, which continued into 2025. A1896-A1897; A2126.

Frustrated with the pace of discussions, the GP requested the right to reallocate existing budgets among Portfolio Companies without approval from the Rigmora LPs. The Rigmora LPs refused but remained open to further budget discussions. A2134-A2136. Instead of engaging in further discussions, the GP launched legal proceedings.

B. Delaware Court of Chancery Action.

On May 30, 2025, the GP issued unprecedented capital calls to the Rigmora LPs totaling over $100 million for ten Portfolio Companies and partnership

[2] The Rigmora LPs do not accept the bankruptcy court's presentation of the factual background but do not address the disputed facts in detail because they are not relevant to the present appeal.

expenses. A2139. Approximately eight minutes later, the GP filed suit in the Chancery Court on a theory of anticipatory breach of the LPA. A2140-2141. The GP's complaint sought sweeping relief, including declarations that the GP could seize up to half of the Rigmora LPs' investments, and ultimately requested specific performance not only of the existing capital calls but also of future payments based on the assertion that the Rigmora LPs had committed to contribute over $400 million more than stated in their subscription agreements. *See, e.g.*, A2037; A2039-A2040; A2149-A2159. Based on the GP's representations that the ten Portfolio Companies for which it had called capital were in urgent need of cash, the Chancery Court granted the GP's request for an expedited trial. A2141.

C. Cayman Court Winding-Up Proceeding.

On June 6, 2025, the Rigmora LPs presented a winding-up petition in the Cayman Court. A3982. Cayman law allows limited partners in a Cayman ELP to seek a court order winding up the partnership and ending the contractual relationship between the general partner and the limited partners if certain conditions are met. A2221 § 36(3)(g). A winding-up petition does not require insolvency or other financial distress, and the Rigmora LPs did not rely on any such grounds. A1333-A1334 at 136:1-137:25; A1346-A1348 at 149:21-151:18 (Phillips). Rather, their petition sought winding-up on three grounds: (1) the Rigmora LPs had justifiably lost trust and confidence in the GP; (2) the "substratum" of the partnership had

ceased to exist because it was "no longer being run in accordance with the reasonable expectations of the limited partners"; and (3) an independent investigation into the Fund's affairs by court-appointed fiduciaries was necessary. A4012; A4020-A4022; A4062-A4063. Upon entering a winding-up order, the Cayman Court would appoint Joint Official Liquidators—independent fiduciaries who are officers of the Cayman Court—with duties to replace the GP as manager of the Fund, investigate the Fund's assets and claims, and maximize the value of the Fund's assets for the benefit of all its stakeholders. A4063; A1344-A1345 at 147:12-148:18; A1352-A1353 at 155:3-16; 156:1-24 (Phillips).

The winding-up proceeding progressed before Justice Asif of the Cayman Court on an accelerated timeline. In a matter of months, the parties completed discovery, filed thousands of pages of legal argument and witness statements, and participated in several hearings. A1283-A1284 at 86:1-87:19 (Faulkner). By December 9, 2025, the winding-up petition was "(essentially) fully ready to go to trial," A1940, with a final pre-trial conference scheduled for December 17, 2025, and trial scheduled for January 12, 2026.

D. Delaware Court of Chancery Decision.

The Chancery Court proceedings continued in parallel, and a trial was held on October 16 and 17, 2025. A2106. At closing arguments on November 21, the GP urged the Chancery Court to issue its final decision by December 5, claiming the

decision was needed in time for pre-trial witness statements in the Cayman proceedings. A2106 n.1; A2143-A2144. Consistent with that request, the Chancery Court issued its decision on December 5, 2025. The Chancery Court granted specific performance of most of the May 2025 capital calls, ordering payment of approximately $97 million. A2171. However, the Chancery Court found that the Rigmora LPs were correct that their contingent subscription was capped at $2.425 billion, not over $2.8 billion as the GP had argued. A2151. After paying the disputed capital calls, the Rigmora LPs' remaining commitment to the Fund is at most $28 million.

IV. The Chapter 11 Filing.

On December 9, 2025, just four days after the Chancery Court decision ordering payment to the Fund of nearly $100 million, and just eight days before the final pre-trial conference in the Cayman Court, the GP caused the Fund-Level Debtors to file voluntary chapter 11 petitions. Three days later, on December 12, the Rigmora LPs filed a motion to dismiss the Fund-Level Debtors' petitions, which was subsequently amended on January 23, 2026. A27; A137. The GP responded with petitions for the seven Portfolio Company Debtors on December 15, 2025, January 1, 2026, and January 15, 2026.

The Fund was undisputedly balance-sheet solvent at the time it filed its bankruptcy petition. A1926. Its assets exceeded its liabilities by a substantial

multiple. A1647 at 198:12-14 (Harrison). As of early 2025, the Fund reached a value of approximately $6.5 billion according to the GP. A1893; A1616-A1617 at 167:21-168:5 (Harrison) (Fund had over $4 billion in retained "held" value). The Fund also was actively generating returns: it "distributed over $2 billion to its limited partners during its thirteen-year life," A1893, and in summer 2025, it received a $20 million earnout payment from a former portfolio company and repayment from Braeburn of a $41 million loan, A1952 ¶11; A1620-A1621 at 171:14-172:4 (Harrison).

On the petition date, the Fund had $17.3 million in cash. A1903 n.73. The Rigmora LPs owed the Fund another $97 million under the Chancery Court's decision—and just one day before the petition, the Rigmora LPs had sent the GP's counsel a proposed final order and judgment calling for payment of the full $97 million within ten days. A1923; A4066. The Fund also held an interest in an approximately $370 million judgment against an AstraZeneca subsidiary concerning the Fund's former portfolio company Syntimmune. A363; A1536 at 87:12-14 (Mandarino); A1590 at 141:3-22 (Harrison).

The Fund's and GP's petitions each listed assets in the range of $1 billion to $10 billion, with liabilities of under $500,000, and creditor claims of approximately $200,000, on a consolidated basis. A4; A9-A10; A17; A22-A23. The Fund-Level

Debtors later filed financial schedules indicating that the Fund had total assets of $3.6 billion on the date the petitions were filed. A366; A457.

The seven Portfolio Companies that subsequently filed chapter 11 petitions are all early-stage biotechnology companies that had not reached the clinical stage of development, despite years of opportunity to do so. A1889, A1896. It is undisputed that these Portfolio Company Debtors are in financial distress. A1920. Yet Dr. Harrison testified that he never considered filing *only* the Portfolio Company Debtors for chapter 11 protection in December 2025. A1636-A1637 at 187:24-188:2. Dr. Harrison also admitted that avoiding the Cayman trial was one of the reasons he filed the Fund and GP for bankruptcy. A1645-A1646 at 196:15-197:10.

None of the Portfolio Company Debtors' petitions identified any right to receive funding from the Fund-Level Debtors. The Debtors' cases have been procedurally consolidated for "administrative purposes only"; they remain separate debtors with separate debts. A1904.

After the Rigmora LPs filed their motion to dismiss, the Fund-Level Debtors claimed for the first time that the Fund had contingent, unliquidated and (supposedly) undisputed liabilities of approximately $350 million, including $221 million purportedly owed to Portfolio Companies under the SPAs and approximately $130 million for management fees and expenses through February 2031—a counterfactual figure that assumes the Fund's termination date will be extended by

two years. A1902. But as of the petition date, the Debtors' Chief Restructuring Officer had not conducted *any* analysis of whether or when any portfolio company claim against the Fund might come due. A1511 at 62:12-15, A1531-A1532 at 82:12-83:2 (Mandarino); A921 at 156:6-14 (Mandarino) (no such analysis conducted as of February 2026).

V. The Bankruptcy Court's Hearing and Decision on the Motion to Dismiss

The bankruptcy court held an evidentiary hearing on February 25 and 26, 2026, and closing arguments on March 5, 2026, on the Rigmora LPs' amended motion to dismiss and a separate motion for relief from the automatic stay. In support of their motion to dismiss, the Rigmora LPs argued that the Fund-Level Debtors were not in financial distress because they were solvent and fully able to pay obligations as they came due. A1918; A1924-A1926. They also argued that the petitions were filed as a litigation tactic in a two-party dispute between the GP and Rigmora LPs to block the scheduled Cayman trial. A1918. Alternatively, the Rigmora LPs sought dismissal of the Fund-Level Debtors' cases on grounds of abstention in favor of the pending Cayman proceeding. A1934.

The Debtors opposed, urging the bankruptcy court to evaluate the financial condition of all the Debtors together—an approach that would allow the undisputed distress of one or more pre-clinical portfolio companies to substitute for a showing of distress at the Fund level. A1920. The Debtors also pointed to the contingent and

unliquidated obligations the Fund purportedly owed to Portfolio Companies under the SPAs as evidence of the Fund's distress, despite the absence of any obligation for such payments in the SPAs, any written amendments creating such obligations, or any evidence that the Portfolio Companies had sought or were likely to seek to enforce such nonexistent "obligations" against the Fund. A1902; A1924-A1926; A919-A920 at 154:25-155:3 (Mandarino) ("Have any of the managers of any of the portfolio companies told you that the fund is obligated to purchase additional shares in their companies? No.").

On April 14, 2026, the bankruptcy court granted, in part, the Rigmora LPs' motion for relief from the automatic stay but denied their motion to dismiss. The court acknowledged that neither the Fund nor the GP was insolvent and that the Debtors' cases had not been substantively consolidated. A1904. But, instead of requiring each debtor to independently demonstrate immediate financial distress, as mandated by the Third Circuit's decision in *LTL*, the court adopted a "holistic[]" approach, looking to the Portfolio Company Debtors to supply the distress that the Fund and GP could not demonstrate on their own. A1922-A1927. The court did not separately analyze whether the Fund-Level Debtors, standing alone, met the financial distress requirement and thus never identified any obligation that the Fund-Level Debtors could not meet.

The court also denied the Rigmora LPs' request to dismiss on grounds of abstention, again analyzing the Debtors holistically. A1934-A1935. Although any issues concerning the Fund-Level Debtors could be settled through the Cayman proceedings, the court denied the abstention request because "there is no evidence that the Portfolio Companies would expect to have their disputes with the Fund resolved" in the Cayman Islands. A1935.[3]

The Rigmora LPs timely appealed.

SUMMARY OF ARGUMENT

The bankruptcy court's decision is erroneous as a matter of law and should be reversed. In declining to dismiss the Fund-Level Debtors' petitions, the bankruptcy court permitted solvent Cayman entities with no immediate financial distress and thus no debts in need of restructuring to access the protections of chapter 11. In so doing, it acted contrary to binding Third Circuit precedent and principles of comity.

First, the bankruptcy court incorrectly held that the Fund-Level Debtors' petitions were filed in good faith. Third Circuit precedent is clear that (i) absent a valid bankruptcy purpose, a debtor's petition must be dismissed under 11 U.S.C. § 1112(b); (ii) a valid bankruptcy purpose requires that the debtor be currently or immediately in financial distress; and (iii) financial distress must be assessed on a

[3] The bankruptcy court also rejected a separate argument that the Fund is ineligible to be a debtor under 11 U.S.C. § 109, which the Rigmora LPs do not press on appeal.

debtor-by-debtor basis. *See LTL*, 64 F.4th at 101-02, 105. Dismissal of a chapter 11 petition if a debtor itself is not facing apparent and immediate financial distress is required by the text and structure of the Bankruptcy Code and the principle of respect for corporate separateness.

Rather than follow that controlling precedent, the bankruptcy court limited *LTL* to its facts and analyzed the financial distress of the GP, Fund and Portfolio Company Debtors based on whether the Debtors as a whole were financially distressed. In so doing, the bankruptcy court found that the financial distress of the Portfolio Company Debtors meant that the solvent, multi-billion-dollar Fund and GP must be in financial distress too, even though neither the Fund nor GP had any obligations they lacked the financial wherewithal to meet—and even though multiple other Portfolio Companies, which did not file for bankruptcy, are solvent and thriving.

That is not and cannot be the law. A legal rule that an overwhelmingly solvent investment fund is in "financial distress" based on the performance of its worst (and smallest) investments, when its best (and largest) investments are performing well and the overall results are net-positive, is directly at odds with not only this Circuit's precedent but the expectations of fund managers and their investors. A solvent Fund and its GP should not be in chapter 11; by filing, the GP seized all the power and reach of a debtor-in-possession without demonstrating the distress that chapter 11

requires. If the bankruptcy court had applied the proper legal framework to the undisputed facts at the time of the Fund and GP's chapter 11 petitions, the bankruptcy court should have looked at the Fund and the GP as separate debtors, concluded that neither the Fund nor the GP was in financial distress, and dismissed their petitions. That fundamental legal error provides a sufficient basis for this Court to reverse the decision below.

Second, even if the Fund and GP had been in financial distress, the bankruptcy court's decision would still require reversal because the bankruptcy court misapplied the legal framework relevant to abstention under 11 U.S.C. § 305. Section 305 counsels that a bankruptcy court may abstain from hearing a chapter 11 case if "the interests of creditors and the debtor would be better served by such dismissal[.]" The judicial gloss courts have added to that language requires the bankruptcy court to engage in a multifactor analysis to consider principles of comity, the existence of an adequate alternative forum, and the relative efficiencies of each forum.

Here, while the bankruptcy court considered efficiency and paid lip service to comity, it never analyzed whether an alternative forum existed to achieve an equitable distribution of Fund assets and, again, analyzed all the Debtors on a holistic basis. That is legally erroneous because the extant winding-up petition in the Cayman Court provided not only an adequate but the appropriate and superior forum to resolve the two-party dispute between the GP and Rigmora LPs over the Fund.

The bankruptcy court thus failed to give due respect to the Cayman Court's jurisdiction to decide key questions of Cayman law that are ever-present in the Fund-Level Debtors' chapter 11 cases.

ARGUMENT

I. The Bankruptcy Court Erred in Declining to Dismiss the Fund-Level Debtors' Petitions Under 11 U.S.C. § 1112(b) for Failure to Prove Good Faith.

To be eligible for Chapter 11 protection, a debtor must satisfy the "threshold" requirement of good faith filing; otherwise, a debtor's petition is subject to dismissal for "cause" under 11 U.S.C. § 1112(b). *In re AIG Fin. Prods. Corp.*, 651 B.R. 463, 469 (Bankr. D. Del. 2023); *In re SGL Carbon Corp.*, 200 F.3d 154, 160-162 (3d Cir. 1999). When contested, the "burden is on the bankruptcy petitioner to establish that its petition has been filed in good faith." *In re Integrated Telecom Express, Inc.*, 384 F.3d 108, 118 (3d Cir. 2004). Here, the burden rested with the Fund and GP.

Despite the use of the term "good faith," the inquiry focuses on an objective assessment of whether the petition serves chapter 11's purposes of restructuring a financially distressed debtor rather than on a debtor's subjective intent or evidence of bad-faith conduct. *SGL*, 200 F.3d at 164-65. "The good faith requirement is necessitated as much by the hardship of Chapter 11 to certain interests as it is by the benefit to others." *Integrated Telecom*, 384 F.3d at 120 n.4. Financial distress of sufficient immediacy is a necessary condition for every debtor that files a chapter 11

petition. *LTL*, 64 F.4th at 101 ("[A]bsent financial distress, there is no reason for Chapter 11 and no valid bankruptcy purpose."); *id.* at 102 ("Financial distress must not only be apparent, but it must be immediate enough to justify a filing.").

A. The Bankruptcy Court Erred by Failing to Assess Financial Distress on a Debtor-by-Debtor Basis.

1. The Bankruptcy Court's Decision Is Inconsistent with Third Circuit Precedent.

In *LTL*, the Third Circuit held that the "financial state" of each debtor whose petition is subject to a motion to dismiss "should be tested independent of any other entity." *LTL*, 64 F.4th at 105. In other words, in determining financial distress, a bankruptcy court must assess each debtor's own financial condition as of the time of its petition. *See LTL*, 64 F.4th at 105 ("[T]he financial state of [Debtor] should be tested independent of any other entity."); *id.* at 106, n.15 ("[W]e focus on the rights available to [LTL] just prior to its filing for good-faith purposes"); *SGL*, 200 F.3d 154 at 163-166 (assessing debtor's assets and liabilities "[a]t the time of filing"). Until the bankruptcy court's decision, courts in this Circuit have consistently and faithfully applied *LTL* to foreclose consideration of financial distress on a so-called enterprise basis. *In re AIG Fin. Prods. Corp.*, 2024 WL 3967465, at *7 (D. Del. Aug. 28, 2024) (affirming bankruptcy court's refusal to consider financial condition of debtor's parent company); *In re Bedmar, LLC*, 2025 WL 2496260, at *12 (Bankr. D.

Del. Aug. 29, 2025) (refusing to consider financial situation of debtor's corporate family, noting "[t]his Court focuses on the financial health of the Debtor").

Because the Rigmora LPs moved to dismiss only the Fund-Level Debtors' petitions, the bankruptcy court should have assessed the financial distress and good faith of the Fund and the GP on a debtor-by-debtor basis. Had the bankruptcy court correctly applied the law, it would have found that neither the Fund nor GP was in financial distress at the time of filing.

Instead, the bankruptcy court erred as a matter of law by applying a holistic multi-debtor analysis. A1920; A1936. In so doing, the bankruptcy court erroneously focused on the financial condition of the seven Portfolio Company Debtors instead of the financial condition of the Fund and the GP. *See* A1923 (considering six-month-plus runway before the "Fund would have no available cash to support the Portfolio Companies"); A1926 (concluding that the "need for further funding to maximize the value of both the Portfolio Companies and the Fund" was immediate). This is strikingly similar to the situation in *LTL*, where the Third Circuit reversed because the bankruptcy court, by "[d]irecting its sight to Old Consumer and away from . . . LTL essentially made the financial means of Old Consumer, and not LTL, the lodestar of the Court's financial-distress analysis." *LTL*, 64 F.4th at 107. Here too, the bankruptcy court directed its sight to the Portfolio Company Debtors and not the Fund-Level Debtors, making the Portfolio Company Debtors' financial

means—and not those of the Fund-Level Debtors—the lodestar. As in *LTL*, this requires reversal.

The bankruptcy court recognized that its reasoning was in tension with *LTL* but offered three justifications to mitigate the conflict. None work.

First, the bankruptcy court held that *LTL* authorizes evaluating the financial distress of the Fund-Level Debtors "in the context of the affiliated" Portfolio Company Debtors. A1920-A1921 (citing *LTL*, 64 F.4th at 106). The passage it cites from *LTL* in fact states that the court must focus on the financial condition of the debtor in question and may "only" consider the condition of other entities to the extent it affects the debtor's own financial condition. *LTL*, 64 F.4th at 106.

LTL drew a clear line to avoid "uncertainty regarding . . . to what entities a court can look when evaluating a debtor's financial distress." *Id.* at 106. The Third Circuit held that debtor LTL's financial distress had to be tested "independent of any other entity" and that the financial condition of LTL's affiliates was relevant "only to the extent it informs our view of the financial condition of LTL itself." *Id.* at 105-106. Thus, the contractual backstop provided to LTL by a corporate affiliate was relevant because it was an asset available to LTL, but future risks to the corporate affiliate's ability to sustain its own operational costs were not relevant because those risks did not imminently affect LTL. *Id.* at 106, 109. In other words, *LTL*'s debtor-by-debtor analysis does not require ignoring the subject debtor's economic links with

other parties, but they are relevant only insofar as they affect the subject debtor's own ability to pay its debts.

The bankruptcy court did not follow this approach, instead "overemphasizing" the relevance of the financially distressed Portfolio Company Debtors. *Id.* at 106. It repeatedly referenced purported funding obligations owed by the Fund to the Portfolio Company Debtors under SPAs without analyzing the impact of those alleged obligations on the Fund-Level Debtors' financial condition. A1926 & n.167 (expressly declining to rule on whether the obligations were valid because it is "not appropriate to determine this dispute in the context of a motion to dismiss"). The bankruptcy court approached the analysis as a one-way street—but went the wrong way, taking great interest in how the Fund might meaningfully serve the Portfolio Company Debtors, without considering how little impact the Portfolio Company Debtors' potential claims to further investment might have on the Fund's overall financial strength. This wrong-way analysis is present throughout the bankruptcy court's decision, which focuses on the fact that certain Portfolio Companies were dependent "on the Fund for their respective financing," the prospect that the Fund could fund "at most, another 6-9 months of Portfolio Company needs," and other circumstances relating to the Portfolio Company Debtors' financial condition to conclude that "Debtors" writ large can be considered "holistically to determine if they are in financial distress." A1922-A1923; A1926.

This focus on the financial condition of the Portfolio Companies—rather than the financial condition of the Fund and the GP—is precisely what *LTL* forbids.

The effect of this was that the bankruptcy court was not focused on whether the Fund-Level Debtors were in financial distress but on whether the tools of chapter 11 could be immediately useful to the Fund-Level Debtors in managing the Portfolio Companies. A1926 ("as of the filing of the bankruptcy petitions, ***the need for further funding to maximize the value*** of both the Portfolio Companies and the Fund . . . ***was immediate***") (emphasis added). But that is not the relevant inquiry. In granting a motion to dismiss, the court "does not evaluate . . . the business goals of the Enterprise for purposes of assessing financial distress. The Court focuses on the financial health of the Debtor." *Bedmar*, 2025 WL 2496260 at *12. And as the Third Circuit has recognized, the threshold requirement of financial distress is a necessary safeguard to ensure that the powerful tools of chapter 11—including an automatic worldwide stay—are appropriately restricted to the situations for which Congress intended them. *See e.g.*, *LTL*, 64 F.4th at 111 (financial distress safeguard "ensures that claimants' pre-bankruptcy remedies . . . are disrupted only when necessary").

Second, instead of adhering to *LTL*, the bankruptcy court compounded its error by reaching back in time and relying on pre-*LTL* bankruptcy court cases addressing different facts. *See* A1920-A1922 (relying on *In re EHT US1, Inc.*, 630

B.R. 410 (Bankr. D. Del. 2021) and *In re JER/Jameson Mezz Borrower II*, LLC, 461 B.R. 293 (Bankr. D. Del. 2011)). Because those cases' analyses of multiple debtors are inconsistent with the standard the Third Circuit articulated in *LTL*, they are no longer good law in that regard.

Finally, the bankruptcy court tried to limit *LTL* to its facts, suggesting its holding is limited to specific "Texas two-step" fact patterns involving a single debtor. A1920-A1922. But courts in this Circuit have already recognized and applied *LTL*'s holding outside the Texas-two-step context. *See, e.g.*, *AIG Fin. Prods. Corp.*, 651 B.R. at 471. That they have done so is unsurprising, as the principles underlying *LTL*'s reasoning are not limited to either its facts or to single debtor cases.

2. The Bankruptcy Court's Approach Is Inconsistent with the Bankruptcy Code.

Even apart from *LTL*, the Bankruptcy Code itself requires a debtor-by-debtor assessment of motions to dismiss a bankruptcy case. Section 1112(b) governs, and its text makes clear that dismissal is considered case-by-case, instructing that "the court shall . . . dismiss ***a case*** under this chapter . . . for cause." 11 U.S.C. § 1112(b)(1) (emphasis added). On its face, § 1112(b) requires consideration of each "case," not a group-wide determination on the cases of related debtors.

This is consonant with the Bankruptcy Code's overall structure, which consistently requires debtor-by-debtor treatment at each stage—a statutory

expectation that the bankruptcy court should have considered in conducting its review. *See, e.g.*, *United Sav. Ass'n of Tex. v. Timbers of Inwood Forest Assocs.*, *Ltd.*, 484 U.S. 365, 371 (1988) ("A [Bankruptcy Code] provision that may seem ambiguous in isolation is often clarified by the remainder of the statutory scheme."); *In re Price*, 370 F.3d 362, 371 (3d Cir. 2004) (similar).

For example, just as § 1112 requires debtor-by-debtor analysis of a motion to dismiss, § 109 requires the same debtor-specific analysis of eligibility to ***enter*** bankruptcy, § 301 requires each debtor to file its own petition to commence its own "case," and § 1129(a) requires a debtor-specific analysis to ***exit*** bankruptcy through a plan of reorganization. *See, e.g.*, *In re Glob. Ocean Carriers Ltd.*, 251 B.R. 31, 37 (Bankr. D. Del. 2000) ("The test for eligibility . . . must be applied to each debtor."); *In re Trib. Co.*, 464 B.R. 126, 182-83 (Bankr. D. Del. 2011) ("absent substantive consolidation or consent," each debtor in a joint plan must satisfy § 1129(a)(10)). That analysis does not change when debtors are related. *See In re Northshore Mainland Servs., Inc.*, 537 B.R. 192, 200 (Bankr. D. Del. 2015) ("[E]ven where [a] parent is eligible to file, [a] subsidiary must be tested separately to see if it is eligible."); *In re AIO US, Inc.*, 677 B.R. 509, 553 (Bankr. D. Del. 2025) ("[I]t must follow as a matter of logic from the command of § 1121 that the 20 debtors in this bankruptcy case filed 20 plans. . . each of which must meet the requirements for confirmation."). The bankruptcy court erred in failing to apply that principle here.

3. The Bankruptcy Court's Approach Is Inconsistent with the Principle of Respect for Corporate Separateness in Bankruptcy.

Further, the Bankruptcy Code respects—and does not displace—the principle that separate entities retain their own assets and liabilities. Who owes what to whom, and what assets they have to satisfy that obligation, is a central concern of the Bankruptcy Code, which is answered not in generalities, but concretely, with respect to the separate legal entities involved. As the Third Circuit remarked in *LTL*, "the Bankruptcy Code is an amalgam of creditor-debtor tradeoffs balanced by a Congress that assumed courts applying it would respect the separateness of legal entities (and their respective assets and liabilities)." *LTL*, 64 F.4th at 105; *see also In re Owens Corning*, 419 F.3d 195, 211 (3d Cir. 2005).

Corporate separateness is not just a concern for courts. It plays a key role in defining expectations in commercial arrangements like a venture-capital fund. The Fund was formed as a partnership to pool capital to make investments, and is distinct from the Portfolio Companies in which it invests. If a fund acquires equity in a portfolio company pursuant to a stock purchase agreement, as this Fund did, it expects its exposure to be limited to the loss of that equity and governed by the terms of the SPA—not to have entered an open-ended commitment to infinite funding. A597-A598; A949-952. Creditors who extend financing to a portfolio company do so with the understanding that they must look to the assets of that entity—not to the

fund above it—to satisfy their claims. By the same logic, investors who commit capital to a fund do so with the expectation that if a portfolio company fails, that particular investment may be lost, but it will not drag a solvent fund into bankruptcy. A597-A598 (portfolio investment model cabins downside risk at the portfolio company level).

Portfolio companies regularly petition for bankruptcy without dragging their investors into chapter 11 with them. Certainly, the failure of a company does not automatically open the doors to bankruptcy court for each of its stockholders or even its principal stockholder if that stockholder remains solvent. Should this Court endorse the bankruptcy court's contrary conclusion, finding that portfolio companies' distress impairs the fund, it would radically upend the obligations of fund managers, forcing them to consider "distress" even when their funds are performing well overall, and upend the expectations of investors who expect the fund structure to diversify risk. As here, if a fund invests in 15 companies, and its eight most significant investments are performing well and worth billions of dollars, the underperformance of the other seven companies does not mean the fund itself is in distress.

When the bankruptcy court disregarded these legal principles to find that the Fund tied its fate to that of its worst-performing portfolio companies and now must endure the entirety of a chapter 11 process because those portfolio companies need

funding, it erred. If the Portfolio Company Debtors need funding or believe they have rights to obtain it, they can do so like any other debtor seeking to solicit an additional investment or enforce a contract. This Fund's finances are separate and there is no legal basis to hold the Fund hostage to their distress.

B. When Properly Analyzed, the Fund-Level Debtors Are Not in Financial Distress as a Matter of Law on the Undisputed Facts.

1. The Undisputed Facts Show That the Fund-Level Debtors Were Not in Financial Distress.

The Third Circuit's "emphasis on certainty and immediacy of financial distress closes the door of chapter 11" to the Fund and the GP when their own financial condition is properly determined on a debtor-by-debtor basis. *In re LTL Mgmt. LLC*, 652 B.R. 433, 448-49 (Bankr. D.N.J. 2023) ("*LTL II*").

Although it has not established a "specific test to apply rigidly when evaluating financial distress," the Third Circuit has focused on "businesses teetering on the verge of a fatal financial plummet." *LTL*, 64 F.4th at 102-03. As illustrations, *LTL* cited cases in which the debtor faced "urgency," including "forced liquidation of key business segments" or "only $5 million in unrestricted funds" without the ability to borrow. *LTL*, 64 F.4th at 104 (citing *In re Johns-Manville Corp.*, 36 B.R. 727, 730 (Bankr. S.D.N.Y. 1984) and *In re A.H. Robins Co., Inc.*, 89 B.R. 555, 558 (Bankr. E.D. Va. 1988)). Even the prospect of a "potentially crippling" judgment in

the future does not give rise to the "immediate financial difficulty" that is required. *SGL*, 200 F.3d at 154, 156, 158, 163.

The undisputed facts establish that the multi-billion-dollar Fund was not in any financial distress when it filed for bankruptcy on December 9, 2025. With the billions in capital it has received, over 98% of which was contributed by the Rigmora LPs, the Fund "reached a value of approximately $6.5 billion in early 2025 and has distributed over $2 billion to its limited partners." A1893. In summer 2025, the Fund received a $20 million earnout payment with respect to former portfolio company Tendyne and a $42 million early repayment by Braeburn of a convertible note. A1952 ¶¶9-11. The Fund was balance sheet solvent on the petition date. A1926. In its petition, the Fund disclosed estimated assets of $1 to $10 billion, later estimated as $3.6 billion in assets as of the petition date in the Fund's schedules. A4; A366; A1923. The Fund had access to approximately $17.3 million in cash on the petition date. A1902; A1492 at 43:15-17 (Mandarino). The Fund stood to receive $96.9 million more in cash within ten days pursuant to the Chancery Court's December 5 decision and the Rigmora LPs' December 8 proposed implementing order. A1900; A1923; A2171; A4066. In the longer term, the Fund stood to benefit from an approximately $370 million judgment in the Syntimmune litigation. A1904; A1923; A363.

Moreover, even if the bankruptcy court could take into account the condition of the Portfolio Companies, its analysis remains flawed because it only considered the seven distressed Portfolio Company Debtors and ignored the more advanced clinical-stage and commercial-stage companies like Marengo, Galvanize, Ascidian, and Braeburn, which continue to operate outside of bankruptcy and, by Debtors' own account, are strong and valuable companies. *See, e.g.*, A529 at ¶14; A533 at ¶¶24-25; A1497 at 48:17-25 (Mandarino); A299 at 114:7-10 (Mandarino). Thus, the bankruptcy court's review was not even "holistic"; the court improperly took a selective view of the portfolio that looked only at the losers and ignored the winners.

The other side of the ledger is just as stark. Against the Fund's billions of dollars in assets and millions in cash, the Fund had no secured debt and no fixed and immediate obligations on December 9, 2025. The bankruptcy court expressly declined to rule on whether the Fund's purported $221 million in funding obligations under the SPAs were valid. A1924-A1926 & n.167. The record is devoid of any evidence that the Portfolio Companies demanded payments under the SPAs or threatened litigation pre-petition. The record also contains no evidence that the only other alleged obligations to creditors—"prospective management fees of $121 million" owed to insiders such as Dr. Harrison through February 2031—were due or could not be satisfied if and when asserted over that five-year period. A1923; A1638 at 189:18-25 (Harrison). The Fund did not disclose these alleged obligations in its

petition or schedules but raised them for the first time at the hearing on the motion to dismiss. At the same hearing, the Fund's Chief Restructuring Officer testified that even assuming no use of the $96.9 million Chancery judgment, the Fund would "absolutely" have had a positive cash balance at the time of the Cayman winding-up trial. A1493 at 44:6-8; A1510 at 61:6-23 (Mandarino).

These undisputed facts mirror those from cases in which courts have dismissed bankruptcy petitions as filed in bad faith. *See Integrated Telecom*, 384 F.3d at 122 (remanding for dismissal in light of "unquestionable reality that 'the debtor simply was not leveraged'"); *SGL*, 200 F.3d at 163, 166 (debtor had $400 million in assets and $276 million in fixed and non-disputed liabilities, only $26 million of which were held by non-insiders, and presented "no evidence [of] difficulty meeting its debts as they came due, that it had any overdue debts, or that it had defaulted on any debts"); *In re Primestone Inv. Partners L.P.*, 272 B.R. 554, 557-58 (D. Del. 2002) (unsecured claims paled in comparison to the economic interest of movant); *LTL II*, 652 B.R. at 445 (undisputed that debtor was solvent, had $14.5 million in cash, annual royalty revenue streams and access to $1.3 billion in assets). The bankruptcy court should have done the same here.

2. Subjective Good Intentions Cannot Replace the Need to Show Financial Distress

Rather than focus on the objective facts, the bankruptcy court fell back on Dr. Harrison's subjective beliefs, including his "concerns about collecting the Chancery Court judgment," his speculation that "the Fund's action in depriving the Portfolio Companies of committed funding could be the basis for claims by the Portfolio Companies," and his belief that the Portfolio Companies needed more funding from the Fund to maximize value. A1923; A1925-A1926; A1929-A1930. But this misconceived the proper inquiry: "good faith" primarily requires an "objective analysis of whether the debtor has sought to step outside the equitable limitations of Chapter 11." *LTL*, 64 F.4th at 100 (quoting *In re 15375 Mem'l Corp. v. BEPCO, L.P.*, 589 F.3d 605, 618 n.8 (3d Cir. 2009)). "Good intentions . . . do not suffice alone." *Id.* at 93.

In this Circuit, "the Debtor's belief that the chapter 11 filing creates the best possible worlds for the Debtor," its affiliates, and their creditors "is not enough, no matter how sincerely held," to establish a good faith basis for the petition. *Bedmar*, 2025 WL 2496260, at *15 (footnotes omitted). Accordingly, it ultimately matters not whether, as Dr. Harrison claims, his preferred business plan would "maximiz[e] the value of the Portfolio Companies and thus the Fund." A1928; *see also* A1692 at 243:2-4 (Harrison). Chapter 11 is a remedy for companies facing immediate financial collapse, not a tool for managers of a financially healthy entity to bypass

contractual limitations or stave off challenges to their continued tenure. The Fund-Level Debtors must prove that they themselves were in apparent and sufficiently immediate financial distress on the date of filing. *See LTL*, 64 F.4th at 102, 110. They have utterly failed to do so.

3. The Speculative Possibility of Obligations in the Indefinite Future Does Not Constitute Financial Distress.

The bankruptcy court compounded its error by relying on the purported $221 million in SPA funding obligations, while expressly declining to rule on the validity of any such obligations. A1926 & n.167. The bankruptcy court credited Dr. Harrison's alleged subjective belief that the obligations exist, noted that "such liabilities are at least arguable," and suggested that there was a prospect of future litigation by the Portfolio Companies against the Fund at some undefined time in the future. A1902; A1925-A1927. Yet the bankruptcy court made no assessment of the likelihood, timing, or merits of such future lawsuits or the immediacy of their impact on the Fund's financial condition. *Cf. LTL*, 64 F.4th at 103 (a bankruptcy court must "test[] the nature and immediacy of a debtor's financial troubles"). The relevant test is not whether financial distress is "arguable" or subjectively felt, or whether the Debtor might experience financial distress in the future based on "back-of-the-envelope forecasts of hypothetical worst-case scenarios." *Id.* at 108. The test is whether distress is apparent and immediate based on objective facts. *See id.* at 102.

By failing to hold the Fund-Level Debtors to this standard, the bankruptcy court improperly reversed the burden of proof.

To the extent this Court considers the SPAs, they provide no basis for a finding of financial distress. Whether the asserted SPA obligations exist is a contract interpretation question governed by Delaware law. *See, e.g.*, A3036 ¶6.3; A3210 ¶6.3; A3070 ¶6.3. Courts applying Delaware law enforce unambiguous contractual language according to its plain meaning. *E.g.*, *BitGo Holdings, Inc. v. Galaxy Digit. Holdings, Ltd.*, 319 A.3d 310, 322 (Del. 2024). On the plain terms of the SPAs and the undisputed facts, many of the Portfolio Companies have fully exhausted any

funding commitment,[4] and for the rest, any future funding is contingent on achieving development milestones that either have not been met[5] or that remain to be agreed.[6]

Each of these SPAs contains an entire-agreement clause and a no-oral-modification clause. A1924; *see, e.g.*, A2758 ¶¶6.9, 6.12 (Initial); A3037 ¶¶6.9, 6.12 (Marlinspike); A3070 ¶¶6.9, 6.12 (Evercrisp). Dr. Harrison conceded that no written SPA amendments existed for the Portfolio Company Debtors. A1661 at 212:22-24; A1670 at 221:14-16; A1681 at 232:7-14; A1684 at 235:13-18; A1686 at 237:2-13;

---

[4] These are Braeburn, Nereid, Nine Square, Aulos, Ascidian, Replicate, Galvanize, and Marengo (formerly known as Elstar). The Debtors do not claim any outstanding funding obligations to Braeburn, and Braeburn is not listed as a creditor in the Fund's schedules. A379. Dr. Harrison has admitted that Nereid, Nine Square, and Aulos have exhausted their funding. A79-A82 ¶28. The Debtors' internal calculations show that the same is true of Ascidian, Replicate, Galvanize, and Marengo. The aggregate amount of funding under the Ascidian SPA is $89.75 million, A3192; A3219; A3224-A3225, and the Fund reports total investments of $95.57 million, A4131. Likewise, the aggregate amount of funding under the Replicate SPA is $59.25 million, A3556 ¶1.2; A3567-A3573, and the Fund reports total investments of $63.25 million, A4130. The Galvanize SPAs do not reflect any remaining funding amounts after the closing date. A4138 ¶1.1(b); A3741-44 ¶¶1.1(b), 1.3(a). Similarly, the Marengo Series B SPA provides for only an option to purchase additional shares after the initial closing in June 2020 and that option expired in 2022, A3239-A3240 ¶1.3.

[5] These are Aethon and Marlinspike. *See* A3118-A3156; A3017-A3051. As of the petition date, Aethon had not achieved the milestone (Board selection of a drug candidate) required to unlock further funding, and that milestone was not expected to be achieved until the third quarter of 2026 at the earliest. A4125; A1673-A1674 at 224:3-225:6 (Harrison). Marlinspike had likewise not achieved the milestone (the hiring of a CEO) required to unlock further funding. A4111-A4112; A1665-A1666 at 216:6-217:4 (Harrison). Even if all milestones are met, on the GP's own case, the total amount of the unpaid funding obligations is only $8 million for Aethon and $37 million for Marlinspike. A382; A386.

[6] These are Initial, Apertor, Evercrisp, Red Queen, and Deep Apple. *See* A2744 ¶1.3(c) (Initial, formerly known as Opal) (additional tranches of funding will only be provided "upon the Company's achievement of certain milestones to be negotiated in good faith by the Company and the Purchaser after the Initial Closing"); *see also* A2989 ¶1.3(c) (Apertor); A3057 ¶1.3(c) (Evercrisp); A3090 ¶1.3(c) (Red Queen); A3162 ¶1.3(c) (Deep Apple); A1564 at 115:4-22; A1681 at 232:7-14; A1684- A1685 at 235:13-236:3; A1687 at 238:9-12; A1689 at 240:9-12 (Harrison) (testimony that SPAs were never amended to reflect negotiated agreed milestones).

A1687 at 238:9-12; A1689 at 240:9-12. Dr. Harrison further admitted that post-closing funding provided under the SPAs was discretionary on the part of the Fund. A1561 at 112:13-17; A1674-A1675 at 225:24-226:8; A1683 at 234:7-13. Accordingly, nothing is now owed and nothing may ever be owed under the SPAs.

Moreover, the Debtors have made no showing as to *when*, if ever, any obligations under the SPAs will come due, much less that the Fund-Level Debtors will be unable to meet them. Even if the SPA obligations were valid, the Fund's over $3 billion in assets dwarf the hypothetical $221 million in obligations, meaning the Fund would still be solvent, and the Debtors made no showing that they could not generate the cash necessary to pay those obligations if and when they came due. *See* A1531-A1532 at 82:12-83:2 (Mandarino) (admitting that the SPA obligations are "contingent and unliquidated"). Again, immediate financial distress is required, not just a concern about sums that may be owed (and paid) in the indefinite future and that can be dealt with outside of bankruptcy. *See BEPCO*, 589 F.3d at 624 ("filing for bankruptcy has only increased the Debtors' cash shortfall . . . Debtors could have managed and searched for assets without filing for bankruptcy and without incurring bankruptcy-related administrative expenses"); *Integrated Telecom*, 384 F.3d at 112 (dismissing petition where "[e]ven if the IPO class action claim . . . was listed at its full alleged value, [debtor] was still solvent at the time of filing").

As to the financial condition of the GP, the bankruptcy court identified virtually no evidence at all. Rather than requiring the GP to meet its burden of proof with competent evidence, the bankruptcy court relied solely on the GP's schedules, which reflected no present assets and the same approximately $221 million in liabilities allegedly owed under the SPAs by the Fund, as well as contingent assets and liabilities of unspecified amounts. A1920 n.150; A451-A452. In so doing, the Court ignored that under Cayman law, the GP itself is liable for Fund-related obligations only "to the extent of any deficit of [Fund] assets." A2201 § 4(2); A1310 at 113:11-20; A1312 at 115:1-9 (Phillips). Because the Fund's assets are undisputedly sufficient to cover even $221 million in liabilities, the $221 million that was double-counted as obligations of *both* the Fund and the GP should have had no bearing on the bankruptcy court's assessment of the GP's financial condition.

Finally, the Fund-Level Debtors' arguments advocating for liabilities that they do not have should have given the bankruptcy court pause for another reason. As the bankruptcy court recognized, Dr. Harrison sits on both sides of the SPAs: while he is the managing director of the GP and manages the Fund in that capacity, he also has the "ability to [] manage and control" each Portfolio Company Debtor; the Fund owns over 75% of the equity in each Portfolio Company Debtor; and he sits on the Board of each Portfolio Company Debtor. A1922; *see also* A861 at 96:12-18 (Harrison); A1530-A1531 at 81:16-82:6 (Mandarino) (Quinn Emanuel as counsel to

Debtors sits on both sides). If Dr. Harrison is claiming he orally modified the SPAs to create new obligations for the Fund, or exercised his discretion pre-petition to accelerate funding obligations such that $221 million the Fund did not owe became immediately due, it would be the kind of manufactured financial distress that courts routinely reject. *See, e.g.*, *Bedmar*, 2025 WL 2496260, at *12 ("[T]he financial health of the Debtor was not authentic, but rather structured, by design, by the Enterprise in conjunction with the Corporate Transactions to facilitate the bankruptcy filing"); *see also BEPCO,* 589 F.3d at 624 ("[T]he Bankruptcy Court failed to consider in its good faith analysis" that the debtor's representative's "mixed allegiances prevented him from adequately protecting the Debtors' interests").

4. The Fact That a Closed-End Fund Has Reached the Natural End of Its Life Does Not Constitute Financial Distress.

The bankruptcy court also erred in concluding that the "near-term" exhaustion of the Rigmora LPs' capital commitments to the Fund was a basis for financial distress. A1927 ("Under the totality of the circumstances [the Fund] was facing, the near-term conclusion of the Contingent Subscriptions is distress enough."); *see also* A1923 (citing LPA's requirement that Rigmora LPs consent to any future debt). This is merely a consequence of the Fund's contractually negotiated structure, not a basis for determination of financial distress. Like countless other venture-capital funds, *see* A596-A598 ¶¶25-30, the Fund was established as a closed-end fund with limited

capital commitments, *see* A1888- A1889. As the bankruptcy court recognized, the fact that a venture-capital fund approaches the end of those commitments does not mean it is definitionally in financial distress. A1927 n.174 ("the exhaustion of capital commitments may not always result in a conclusion that a fund is in financial distress.").

Closed-end funds ordinarily have finite capital commitments, and the GP is expected to manage within them, including by exiting its portfolio company investments, returning capital to investors, and winding up the fund when the fund has exhausted its capital commitments or reached the termination date in its governing documents. A596 ¶¶25-26. Allowing a GP to invoke chapter 11 to extend a fund's active investment phase by raising new capital in contravention of the fund's operative agreement would seriously upend venture-capital investor expectations. A597-A598.

Nevertheless, driven by its "holistic" test, the bankruptcy court concluded that even though the Fund stood to receive up to $122 million more in capital contributions, those contributions would only "marginally increase the time before the Fund would have no available cash ***to support the Portfolio Companies and*** meet its own obligations." A1923-A1924 (emphasis added). But that is true of ***any*** closed-end fund approaching the end of its investment phase. By asking whether the Fund could support the Portfolio Companies, the bankruptcy court assumed—

without any legal basis—that is something the Fund must do. It is not. That Dr. Harrison wrongly believed he had more than $400 million left to call from the LPs, and even developed a business plan on that assumption, is not a basis for financial distress where the Fund ***entered into no obligations*** that would require additional capital. A1933; *Integrated Telecom*, 384 F.3d at 129 (dismissing petition where "[a]lthough Integrated's business model had failed, the company had no significant debt"); *Bedmar*, 2025 WL 2496260 at *12, *15.

C. The Fund-Level Debtors' Petitions Failed to Serve a Valid Bankruptcy Purpose Because They Were a Litigation Tactic in a Two-Party Dispute.

On its face, the chapter 11 filings for a multi-billion-dollar Fund and its GP make no sense at all—at least until one steps back and considers the broader context of the ongoing hard-fought two-party litigation between the GP and the Rigmora LPs. By filing the petitions, the GP avoided an imminent trial in the Cayman Court that would have wound up the Fund and displaced the GP as its manager—the culmination of two years of litigation across three separate cases. Filing for chapter 11 moved that fight for control over this solvent Fund and its valuable, non-debtor assets out of the Cayman Court (where Cayman law condemns a GP who clings to office against the wishes of its LPs) and into the bankruptcy court, which grants sweeping powers to debtors-in-possession and takes a broad view of the extraterritorial effect of the automatic stay.

Facing a potentially career-ending trial on the Rigmora LPs' loss of trust and confidence in him as their fiduciary, Dr. Harrison took the unprecedented gamble of filing this solvent Fund and its GP for chapter 11. With its focus on the Portfolio Company Debtors, the bankruptcy court failed to consider fully what this filing meant for the GP's long-running litigation. Relying on its "holistic" blurring of Debtors, it lost sight of the two-party dispute over control of the Fund and its billions in assets. That too was error.

Third Circuit precedent requires the bankruptcy court to assess whether a petition was filed for tactical litigation advantage even if it finds the debtor is in financial distress. *See Integrated Telecom*, 384 F.3d at 120; *SGL*, 200 F.3d at 165. Timing of a filing, among other factors, can be a clear sign that litigation is driving the debtor's choice. The use of a chapter 11 filing as a mere litigation tactic is not a proper bankruptcy purpose; it raises the specter of abuse, *LTL*, 64 F.4th at 110 n.19, and courts have accordingly held that bankruptcy cases that are the continuation of two-party disputes do "not belong in the bankruptcy courts," *In re Mazzocone*, 183 B.R. 402, 420 (Bankr. E.D. Pa. 1995); *see also In re SB Props., Inc.*, 185 B.R. 206, 208-09 (Bankr. E.D. Pa. 1995).

Here, the Fund-Level Debtors have abused the bankruptcy process to obtain a litigation advantage. The bankruptcy court recognized that the Rigmora LPs and the Fund-Level Debtors have been in litigation since May 2025, A1936, that the

Rigmora LPs' winding-up petition seeking to displace the GP was filed in June 2025, six months before the Fund-Level Debtors' chapter 11 petitions. It knew that the "Winding Up Petition [was] (essentially) fully ready to go to trial," A1940, but that "[d]ue to the bankruptcy filings, the Winding Up Petition has yet to be heard," A1901. The GP and its counsel ***admitted*** they filed these cases to avoid that trial: Dr. Harrison testified that halting the Cayman proceeding was one of his motivations in filing and counsel ***conceded*** that the chapter 11 petitions were filed to avoid the Cayman trial. A1645-A1646 at 196:15-197:10 (Harrison); A1821-A1822 at 123:22-124:23 (Winston). They did not dispute that the Cayman trial would determine who would manage the Fund and that the GP was fighting to remain in place. The timing alone—filing chapter 11 less than a month before the Cayman trial and a mere week before the pre-trial conference—suggests that it was just another tactic to gain advantage in the GP's two-party dispute with the Rigmora LPs. *See BEPCO*, 589 F.3d at 626 ("the timing of the Debtors' filings, two months prior to a trial in which they and the GSF Entities faced substantial liability, show that the bankruptcy petitions were filed primarily as a litigation tactic").

The bankruptcy court was able to ignore this obvious fact only by misdirecting itself, yet again, to the Portfolio Companies and their stakeholders. A1932-A1933. To be clear, the Rigmora LPs are not challenging the Portfolio Companies' bankruptcy filings, and the Portfolio Companies are not parties to the winding-up

proceeding and had no litigation advantage to gain. The only question is whether the Fund and GP should be in chapter 11 too. There, the GP has been quick and aggressive to invoke the automatic stay and has bought at least six months of delay of the Cayman litigation and continued control over billions in assets held on trust for others (and substantial fees for their advisors) by doing so. That is an abuse of the Bankruptcy Code that this Court should not endorse.

II. The Bankruptcy Court Erred in Declining to Dismiss the Fund's and GP's Chapter 11 Petitions on Grounds of Abstention Under 11 U.S.C. § 305.

The bankruptcy court's abstention analysis suffered from the same fundamental errors: it assessed Debtors holistically and focused on the Portfolio Companies instead of the Fund and the GP. A1934-A1936 (relying on the "$221 million asserted by the Portfolio Companies" and declining to abstain because "I cannot find that ***Debtors'*** interests as well as their creditors' would be better served by dismissal of these cases") (emphasis added). If the analysis is properly focused, abstention in favor of the Cayman Court is warranted under 11 U.S.C. § 305.

The Bankruptcy Code enables a court to abstain from hearing a petition by dismissing it. When faced with an abstention motion, the court must consider whether "the interests of creditors and ***the debtor*** would be better served by such dismissal." 11 U.S.C. § 305 (emphasis added). Bankruptcy courts in this district

consider seven factors to gauge the overall best interests of the debtor and its creditors:

> (1) the economy and efficiency of administration;
>
> (2) whether another forum is available to protect the interests of both parties or there is already a pending proceeding in state court;
>
> (3) whether federal proceedings are necessary to reach a just and equitable solution;
>
> (4) whether there is an alternative means of achieving an equitable distribution of assets;
>
> (5) whether the debtor and the creditors are able to work out a less expensive out-of-court arrangement which better serves all interests in the case;
>
> (6) whether a non-federal insolvency has proceeded so far in those proceedings that it would be costly and time consuming to start afresh with the federal bankruptcy process; and
>
> (7) the purpose for which bankruptcy jurisdiction has been sought.

In re Diamondhead Casino Corp., 2025 WL 2169864, at *15 (Bankr. D. Del. July 30, 2025). Some courts analyze factors two through six together, as they all relate to "the availability of an alternative forum to achieve an equitable distribution." *In re SA Hosp. Acquisition*, 660 B.R. at 114, 116. When foreign entities are involved, courts will also "introduc[e] considerations of comity into the mix." *In re Northshore Mainland Servs., Inc.*, 537 B.R. at 207. Yet of those factors, the bankruptcy court only examined the purpose of the filing and whether it was efficient

to continue the case, focusing on the purpose of supporting the Portfolio Companies and the efficiencies of a "comprehensive resolution" of claims across all Debtors. A1935.

That analysis ignored governing Cayman law and the existing winding-up petition, which means the bankruptcy court erred when it held that "[a] comprehensive resolution of claims can be achieved ***in this court***." *Id.* (emphasis added). The bankruptcy court recognized that under Section 99 of the Cayman Islands Companies Act, "if a plan is confirmed, it may not be recognized in the Cayman Islands, but rather may be void" and that a winding-up order, if granted, would void all transactions by the Fund and the GP since June 6, 2025, absent retroactive validation by the Cayman Court. A1941 & n.213; A2326.[7] It further acknowledged that to the extent the winding-up proceedings were stayed by the bankruptcy filing, that stay is temporary and the Cayman case will ultimately resume. A1941. So this chapter 11 proceeding cannot achieve finality, and the Cayman winding-up proceeding could, making abstention not just appropriate, but necessary. A bankruptcy proceeding whose results may be voided by a foreign court does not serve the interests of the Fund, the GP, or their creditors; it merely generates expense and delay while the parties await a determination that only the Cayman

[7] The Cayman Islands ELP Act specifies that references to a "company" in the Companies Act includes an exempted limited partnership. A2220 § 36(3)(a).

Court can make. Yet, despite recognizing the "serious risk of competing and inconsistent results between the U.S. and Cayman courts," A1941 n.213, the bankruptcy court refused to follow the dictates of comity and dismiss. A1936.

The bankruptcy court was wrong. It is more efficient to resolve the Fund's future in the Cayman Islands, the only jurisdiction that can comprehensively resolve governance disputes between the GP and the limited partners. *Cf. Mazzocone*, 183 B.R. at 421 (Bankruptcy court is "often not the proper forum to decide private management and partnership disputes."). By not recognizing this obvious fact, the bankruptcy court blessed expensive parallel litigation that continues to this day and made the chapter 11 process unduly contingent and messy.

The bankruptcy court also turned the comity analysis on its head. Comity "is the recognition which one nation allows within its territory to the legislative, executive or judicial acts of another nation[.]" *Hilton v. Guyot*, 159 U.S. 113, 164 (1895). However, the bankruptcy court did not examine whether keeping the Fund and the GP in chapter 11 properly recognized the interests of the Cayman Islands. As other bankruptcy courts have stated, "abstention may be proper where . . . the debtor is an entity formed under the laws of . . . a foreign country." *Northshore*, 537 B.R. at 203. The Fund and the GP are a Cayman ELP and Cayman exempted company respectively. The Cayman Islands have a strong interest in regulating those entities, which enjoy significant tax benefits under Cayman law. As Justice Asif of

the Cayman Court explained, "the conduct of the winding up of a Cayman exempted limited partnership, and by whom that winding up ought to be carried out, are more appropriately questions for the Grand Court to determine[.]" A2193. The Chancery Court, too, expressly acknowledged that deference to the Cayman Court regarding the governance dispute was warranted and abstained from deciding a governance-related claim on that basis. A2182-A2183.

Yet, despite the obvious advantages of deferring to the long-pending Cayman proceeding, the bankruptcy court focused on the absence of evidence "that ***the Portfolio Companies*** would expect to have their disputes with the Fund resolved" in the Cayman Islands. A1935 (emphasis added). But the Portfolio Companies' disputes are not in question—they are not parties in the Cayman case, and the Rigmora LPs do not seek abstention as to their cases. *See Northshore*, 537 B.R. at 206-207 (finding abstention appropriate for a Bahamian entity but not a Delaware entity in the same case). If the bankruptcy court appropriately abstained as to the Fund-Level Debtors' chapter 11 petitions, the Fund and the GP would still be capable of litigating in the bankruptcy court or any other appropriate forum if the Portfolio Companies (or their estates) assert claims under the SPAs. There is no need, and no basis, to keep them here as debtors.

Finally, the bankruptcy court failed to address any of the factors related to the availability of an alternative forum to achieve an equitable distribution. The Cayman

Companies Act provides a comprehensive regime for the winding-up of Cayman ELPs. *See, e.g.*, A2343 § 140(1) ("[T]he property of the company shall be applied in satisfaction of its liabilities *pari passu* and subject thereto shall be distributed amongst the members according to their rights and interests in the company."). "The principal purpose of the statutory scheme applicable to winding-up is to protect unsecured creditors and their entitlement to eventual *pari passu* distribution in a winding up[.]" A2063-A2064 *Re Freerider Ltd.* [2010] (1) CILR 486 at [25]. Moreover, the equitable distribution of assets in a Cayman winding-up does not require a liquidation or sale of the assets; it can take other forms, such as a distribution of assets in kind. A1343-A1345 at 146:11-148:18; A1353 at 156:1-24 (Phillips). While the Cayman winding-up procedures may be different than chapter 11, that is no reason to ignore them.

The bankruptcy court likewise ignored that the Cayman proceedings had advanced substantially by the time of the Fund and GP's filings and could be coordinated with chapter 11 proceedings for the Portfolio Company Debtors. *See Diamondhead*, 2025 WL 2169864, at *15; A1354-A1356 157:21-159:8 (Phillips). Justice Asif had already set aside time for post-trial preparation and to write his opinion. A1234 at 37:12-17 (Bogdanov); A1284-A128 at 87:19-88:2 (Faulkner). The filing of the Fund-Level Debtors' bankruptcy petitions derailed the Cayman action on the eve of trial and exponentially increased costs for all parties, which

continue to accrue. Considering all the relevant factors, the bankruptcy court abused its discretion by not abstaining and dismissing the Fund-Level Debtors' petitions.

CONCLUSION

WHEREFORE, for the reasons set forth above, the Court should reverse the bankruptcy court's Order and remand with directions to dismiss the Fund-Level Debtors' chapter 11 cases.

[Remainder of Page Intentionally Left Blank]

Dated: June 29, 2026
Wilmington, Delaware

Respectfully submitted,

RICHARDS, LAYTON & FINGER, P.A.

/s/ Nicholas A. Franchi
John H. Knight (No. 3848)
Michael J. Merchant (No. 3854)
Daniel E. Kaprow (No. 6295)
Clint M. Carlisle (No. 7313)
Nicholas A. Franchi (No. 7401)
One Rodney Square
920 North King Street
Wilmington, DE 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701
Email: knight@rlf.com
merchant@rlf.com
kaprow@rlf.com
carlisle@rlf.com
franchi@rlf.com

DEBEVOISE & PLIMPTON LLP

Shannon Rose Selden (admitted *pro hac vice*)
William H. Taft V (admitted *pro hac vice*)
Zachary H. Saltzman (admitted *pro hac vice*)
Natascha Born (admitted *pro hac vice*)
66 Hudson Boulevard
New York, New York 10001
Telephone: (212) 909-6000
Email: srselden@debevoise.com
whtaft@debevoise.com
zsaltzman@debevoise.com
nborn@debevoise.com

Counsel for Appellants Rigmora Biotech Investor One LP (by and through its general partner Unicorn Biotech Ventures One Ltd) and Rigmora Biotech Investor Two LP (by and through its general partner Unicorn Biotech Ventures Two Ltd)

CERTIFICATION OF COMPLIANCE WITH RULE 8015(A)(7)(B)

This brief complies with the type-volume limitation of Fed. R. Bankr. P. 8015(a)(7)(B), no more than 13,000 words, because, excluding the parts of the document exempted by Fed. R. Bankr. P. 8015(g) this brief contains 12,965 words, which were counted by Microsoft Word.

This document complies with the typeface requirements of Fed. R. Bankr. P. 8015(a)(5) and the type-style requirements of Fed. R. Bankr. P. 8015(a)(6) because this document has been prepared in a proportionally spaced typeface using Microsoft Word in 14-point Times New Roman font.

June 29, 2026
Date

/s/ Nicholas A. Franchi
Nicholas A. Franchi (No. 7401)

Exhibit 1

Fill in this information to identify your case:

United States Bankruptcy Court for the:

DISTRICT OF MASSACHUSETTS - EASTERN DIVISION

Case number *(if known)* _____ Chapter **11**

☐ Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1.	**Debtor's name**	**Intergalactic Therapeutics, Inc., f/k/a IGTX, LLC**
2.	**All other names debtor used in the last 8 years** Include any assumed names, trade names and *doing business as* names	
3.	**Debtor's federal Employer Identification Number** (EIN)	**84-5104499**
4.	**Debtor's address**	**Principal place of business** **330 Cochiutate Road, #5088** **Framingham, MA 01701** Number, Street, City, State & ZIP Code **Middlesex** County **Mailing address, if different from principal place of business** P.O. Box, Number, Street, City, State & ZIP Code **Location of principal assets, if different from principal place of business** Number, Street, City, State & ZIP Code
5.	**Debtor's website** (URL)	**www.intergalactic-tx.com**
6.	**Type of debtor**	■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify: _____

Debtor **Intergalactic Therapeutics, Inc., f/k/a IGTX, LLC** Case number (*if known*)
Name

7. Describe debtor's business

A. *Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ■ None of the above

B. *Check all that apply*

- ☐ Tax-exempt entity (as described in 26 U.S.C. §501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes.

5417

8. Under which chapter of the Bankruptcy Code is the debtor filing?

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

Check one:

- ☐ Chapter 7
- ☐ Chapter 9
- ■ Chapter 11. *Check **all** that apply*:
  - ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
  - ☐ A plan is being filed with this petition.
  - ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
  - ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
  - ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ■ No.
- ☐ Yes.

District _____ When _____ Case number _____
District _____ When _____ Case number _____

Debtor **Intergalactic Therapeutics, Inc., f/k/a IGTX, LLC** Case number (*if known*)
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

■ No
☐ Yes.

List all cases. If more than 1, attach a separate list

Debtor _____ Relationship _____
District _____ When _____ Case number, if known _____

11. Why is the case filed in *this district?*

Check all that apply:

■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

■ No
☐ Yes.

Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property? _____
Number, Street, City, State & ZIP Code

Is the property insured?

☐ No
☐ Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

■ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

☐ 1-49
☐ 50-99
■ 100-199
☐ 200-999
☐ 1,000-5,000
☐ 5001-10,000
☐ 10,001-25,000
☐ 25,001-50,000
☐ 50,001-100,000
☐ More than100,000

15. Estimated Assets

☐ $0 - $50,000
☐ $50,001 - $100,000
■ $100,001 - $500,000
☐ $500,001 - $1 million
☐ $1,000,001 - $10 million
☐ $10,000,001 - $50 million
☐ $50,000,001 - $100 million
☐ $100,000,001 - $500 million
☐ $500,000,001 - $1 billion
☐ $1,000,000,001 - $10 billion
☐ $10,000,000,001 - $50 billion
☐ More than $50 billion

16. Estimated liabilities

☐ $0 - $50,000
☐ $1,000,001 - $10 million
☐ $500,000,001 - $1 billion

Debtor **Intergalactic Therapeutics, Inc., f/k/a IGTX, LLC** Case number (*if known*)
Name

☐ $50,001 - $100,000	■ $10,000,001 - $50 million	☐ $1,000,000,001 - $10 billion
☐ $100,001 - $500,000	☐ $50,000,001 - $100 million	☐ $10,000,000,001 - $50 billion
☐ $500,001 - $1 million	☐ $100,000,001 - $500 million	☐ More than $50 billion

Debtor Intergalactic Therapeutics, Inc., f/k/a IGTX, LLC
Name

Case number (*if known*)

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition 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 **December 19, 2023**
MM / DD / YYYY

X _____
Signature of authorized representative of debtor

Charles Allen
Printed name

Title **President, Secretary & Treasurer**

18. Signature of attorney

X */s/ Andrew G. Lizotte*
Signature of attorney for debtor

Date **December 19, 2023**
MM / DD / YYYY

Andrew G. Lizotte, Esq.
Printed name

Murphy & King, Professional Corporation
Firm name

28 State Street
Suite 3101
Boston, MA 02109
Number, Street, City, State & ZIP Code

Contact phone **(617) 423-0400** Email address **alizotte@murphyking.com**

BBO #559609 MA
Bar number and State

INTERGALACTIC THERAPEUTICS, INC.
CORPORATE VOTE

I, John Madden, Director of Intergalactic Therapeutics, Inc. (the "Corporation"), hereby certify that the following resolution was passed by the Corporation's board of directors on December 18, 2023.

RESOLVED: That, it being in the best interest of the Corporation to reorganize its business in the context of a Chapter 11 case, Charles Allen, President of the Corporation, be and hereby is authorized and directed to prepare and file on behalf of the Corporation a petition for relief under Chapter 11 of the United States Bankruptcy Code;

RESOLVED That Charles Allen is authorized on behalf of the Corporation to (i) execute on behalf of the Corporation such pleadings, petitions, schedules and statements as may be deemed necessary or appropriate in connection with the bankruptcy case, and (ii) to execute such further documents and do such further acts as may be deemed necessary or appropriate with respect to the foregoing proceedings and actions; the execution of any document or the doing of any act in connection with such Chapter 11 proceedings to be conclusively presumed to be authorized by this vote;

RESOLVED: That, subject to the approval, if necessary, of the Court having jurisdiction of the Corporation's Chapter 11 case, the Corporation is authorized to retain: (i) Murphy & King, P.C. as its bankruptcy counsel; and (ii) Verdolino & Lowey, P.C. as its financial advisor, and such other professionals as may be required, subject in each instance to any power of said Court to determine their reasonable compensation and reimbursement of expenses, and to pay retainers as applicable.

In witness whereof, I have executed and affixed the seal of the Corporation on the date stated below.

Dated: December 18, 2023

John Madden
Director

Fill in this information to identify the case:

Debtor name **Intergalactic Therapeutics, Inc., f/k/a IGTX, LLC**

United States Bankruptcy Court for the: **DISTRICT OF MASSACHUSETTS**

Case number (if known): _____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
acCELLerate GmbH 12-14 Osterfeldstrasse 22529 Hamburg GERMANY		**Trade payable**				**$424,760.00**
Catalent Pharma Solutions - Kansas City 26318 Network Place Chicago, IL 60673-1318		**Trade payable**				**$68,409.77**
Charles River Laboratories 251 Ballardvale St Wilmington, MA 01887		**Trade payable**	**Unliquidated**			**$2,483,410.00**
Clearview Healthcare Partners, LLC One Newton Place Suite 405 Newton, MA 02458		**Trade payable**				**$157,000.00**
Dana-Farber Cancer Institute, Inc PO Box 412846 Boston, MA 02241-2846		**Trade payable**				**$38,550.00**
Faber Daeufer and Itrato PC 890 Winter Street Waltham, MA 02451		**Trade payable**				**$75,091.25**

Debtor **Intergalactic Therapeutics, Inc., f/k/a IGTX, LLC** Case number *(if known)*
Name

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
FCGG Inc. DBA Fairway Consulting Group 2 Simonson Court Glen Head, NY 11545		**Consulting Agreement**				**$56,250.00**
Galvanize Therapeutics, Inc 3200 Bridge Pkwy Redwood City, CA 94065		**Collaboration and License Agreement**	**Contingent Unliquidated**			**$1,422,458.00**
IGEA SPA Via Parmenide 10 A 41012 Capri ITALY		**Trade payable**	**Disputed**			**$131,307.95**
Jeffrey Lee Holyoke dba Continuous Quali 57 County Street Lakeville, MA 02347		**Trade payable**				**$75,600.00**
Jin H Huh 630 S Elliott Rd Unit 102 Chapel Hill, NC 27517		**Consulting Agreement**	**Unliquidated**			**$107,257.55**
Kaneka Eurogentec S.A. LIEGE Science Park Rue Bois Saint-Jean 5 4102 Ougr e BELGIQUE		**Contract Services**	**Unliquidated**			**$307,989.23**
Mispro Biotech Services Corporation 450 East 29th Street Suite 602 New York, NY 10016		**Trade payable**	**Unliquidated**			**$129,527.50**
Prime Property Fund,LLC dba PPF OFF 150 Cambridge Park Drive LLC P.O. Box 21434 New York, NY 10087		**Leased offices and lab space located at 150 Cambridgepark Drive, 8th Floor Cambridge, MA 02140**	**Contingent Unliquidated Disputed Subject to Setoff**			**$1,892,339.39**
Resilience Boston, Inc P.O. Box 736130 Dallas, TX 75373		**Contract Manufacturing Agreement**				**$5,000,000.00**

Debtor **Intergalactic Therapeutics, Inc., f/k/a IGTX, LLC** Case number *(if known)*
Name

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Richter-Helm BioLogics GmbH & Co. KG Suhrenkamp 59 Hamburg 22335 GERMANY		**Trade payable**	**Unliquidated**			**$1,092,086.86**
Sharon Tan dba Tangram Development Solut 519 Harrison Ave Unit D612 Boston, MA 02118		**Consulting Agreement**				**$48,000.00**
Stern IR, Inc. 1270 Avenue of the Americas Suite 408 New York, NY 10020		**Trade payable**				**$85,860.25**
The Catalytic Agency LLC PO BOX #425009 Cambridge, MA 02142		**Consulting Agreement**				**$83,181.22**
Wilson Sonsini Goodrich & Rosati PC 650 Page Mill Road Palo Alto, CA 94304-1050		**Professional fees**				**$32,825.96**

United States Bankruptcy Court
District of Massachusetts

In re Intergalactic Therapeutics, Inc., f/k/a IGTX, LLC
Debtor(s)

Case No.
Chapter 11

VERIFICATION OF CREDITOR MATRIX

I, the President, Secretary & Treasurer of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: 12/19/23

Charles Allen/President, Secretary & Treasurer
Signer/Title

OFFICIAL FORM 7

United States Bankruptcy Court
District of Massachusetts - Eastern Division

In re Intergalactic Therapeutics, Inc., f/k/a IGTX, LLC, Debtor(s) — Case No. — Chapter 11

DECLARATION RE: ELECTRONIC FILING

PART I- DECLARATION OF PETITIONER

I Charles Allen, ***hereby declare(s) under penalty of perjury*** that all of the information contained in the voluntary petition and first day affidavit(singly or jointly the "Document"), filed electronically, is true and correct. I understand that this *DECLARATION* is to be filed with the Clerk of Court electronically concurrently with the electronic filing of the Document. I understand that failure to file this *DECLARATION* may cause the Document to be struck and any request contained or relying thereon to be denied, without further notice.

I further understand that pursuant to the Massachusetts Electronic Filing Local Rule (MEFLR)-7(a) all paper documents containing original signatures executed under the penalties of perjury and filed electronically with the Court are the property of the bankruptcy estate and shall be maintained by the authorized CM/ECF Registered User for a period of five (5) years after the closing of this case.

Dated: **December 19, 2023**

Signed: Charles Allen
Charles Allen
(Affiant)

PART II - DECLARATION OF ATTORNEY (IF AFFIANT IS REPRESENTED BY COUNSEL)

I certify that the affiant(s) signed this form before I submitted the Document, I gave the affiant(s) a copy of the Document and this *DECLARATION*, and I have followed all other electronic filing requirements currently established by local rule and standing order. This *DECLARATION* is based on all information of which I have knowledge and my signature below constitutes my certification of the foregoing under Fed. R. Bankr. P. 9011. I have reviewed and will comply with the provisions of MEFR 7.

Dated: **December 19, 2023**

Signed: */s/ Andrew G. Lizotte*

Andrew G. Lizotte, Esq.
Murphy & King, Professional Corporation
28 State Street
Suite 3101
Boston, MA 02109
(617) 423-0400
alizotte@murphyking.com
Attorney for Affiant