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BRIDGE DIAGNOSTICS, LLC,
7

8 UNITED STATES BANKRUPTCY COURT
9
10 CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

11 In re

12 BRIDGE DIAGNOSTICS, LLC,

13 Debtor.
14
15

Case No. 8:24-bk-10803-TA

Chapter 11 Subchapter V

DEBTOR'S ~~SECOND~~~~FIRST~~ AMENDED
CHAPTER 11 PLAN OF
REORGANIZATION DATED AUGUST
619, 2024

Hearing:

Date: August 14, 2024

Time: 10:00 a.m.

Ctrm: 5B

Location: 411 West Fourth Street
Santa Ana, CA 92701-4593

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DEBTOR'S ~~SECOND~~~~FIRST~~ AMENDED CHAPTER 11 PLAN OF REORGANIZATION

~~4880-9502-7417.1/1728-0024886-8848-9640.v.1/1728-00~~

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1 TO THE HONORABLE THEODOR ALBERT UNITED STATES BANKRUPTCY COURT
2 JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED
3 PARTIES:

4 Debtor-in-Possession BRIDGE DIAGNOSTICS, LLC (the “Debtor” and/or “BRIDGE”)
5 filed a voluntary bankruptcy petition under Chapter 11 of Title 11 of the United States Code
6 (“Bankruptcy Code” or “Code”) on March 29, 2024 (“Petition Date”). This document is the
7 Debtor’s ~~Second First~~ Amended Chapter 11 Plan of Reorganization Dated August 196, 2024
8 (“Plan”) pursuant to 11 U.S.C. § 1189.

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9 Chapter 11, subchapter V, provides that only debtors may propose a plan. The Debtor is the
10 proponent of the Plan. The Plan is a reorganizing plan. As described in detail below, the Debtor’s
11 Plan will be funded from Debtor’s income. Allowed administrative claims will be paid in full on the
12 Effective Date, unless otherwise agreed to by the administrative claimant. The funds remaining after
13 payment of allowed administrative claims and any priority tax claim will be paid pro rata to holders
14 of allowed general unsecured claims over three (3) years.

15 The Debtor believes the Plan presents the most advantageous outcome for all of the Debtor’s
16 creditors and, therefore, confirmation of the Plan is in the best interests of the Debtor, its creditors,
17 and its bankruptcy estate (“Estate”).

18 **The Court has not yet confirmed the Plan, which means the terms of the Plan are not**
19 **now binding on anyone;** however, if the Plan is confirmed, the terms will bind the Debtor and any
20 holders of claims treated by the Plan, whether or not they file a proof of claim, accept the Plan,
21 object to confirmation, or have their claims allowed. **If you have received this document in the**
22 **mail, then your rights may be affected. You should read these papers carefully and discuss**
23 **them with your attorney, if you have one. If you do not have an attorney, you may wish to**
24 **consult one.**

25 Any interested party desiring further information should contact the attorney for the Debtor,
26 whose contact information is identified in the box at the top left of the first page of the Plan.
27
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1 **1. GENERAL DISCLAIMER**

2 PLEASE READ THIS DOCUMENT CAREFULLY. IT EXPLAINS WHO IS ENTITLED
3 TO (A) VOTE TO ACCEPT OR REJECT THE PLAN, AND (B) FILE AN OBJECTION TO
4 CONFIRMATION OF THE PLAN. IT ALSO IDENTIFIES THE TREATMENT THAT
5 CREDITORS CAN EXPECT TO RECEIVE UNDER THE PLAN, IF THE PLAN IS CONFIRMED
6 BY THE COURT.

7 The financial data relied upon in formulating the Plan is based on the financial records of the
8 Debtor and projections created by the Debtor's financial professionals. The professionals employed
9 by the Debtor drafted the Plan based on this information and have no independent knowledge
10 regarding the accuracy of the data. The Court has not yet determined whether or not the Plan is
11 confirmable and makes no recommendation as to whether or not you should support or oppose the
12 Plan.

13 **2. BACKGROUND FOR CASES FILED UNDER SUBCHAPTER V AND**
14 **ADDITIONAL INFORMATION PURSUANT TO 11 U.S.C. §§1125(A)**
15 **AND 1181(B)**

16 Section 1190(1) of the Bankruptcy Code requires Subchapter V plans to include: (i) a brief
17 history of the business of the Debtor; (ii) a liquidation analysis; and (iii) projections with respect to
18 the ability of the Debtor to make payments under the proposed plan of reorganization.

19 **A. Debtor's Historic Background and History**

20 The Debtor is a clinical diagnostics laboratory that was founded in April 2020. The Debtor
21 leases the nonresidential property located at 120 Vantis Dr., Suite 570, Aliso Viejo, CA 92656
22 ("Lease") and utilizes the space for its business operations. Originally, the Debtor launched its
23 business to provide infectious disease testing focused on the Women's Health and Urology markets
24 for conditions such as Bacterial Vaginosis (BV), Human Papillomavirus Virus (HPV), Sexually
25 Transmitted Infections (STI) and Urinary Tract Infections (UTI).

26 Unfortunately, by the time Debtor leased and built out a laboratory space, purchased lab
27 equipment, validated test methods, and obtained its CLIA license in third quarter of 2020, the
28

1 COVID-19 pandemic was in full force and there was little demand for our Women's Health testing
2 as very few patients were seeing providers in person.

3 There was significant demand for COVID-19 testing and adding the SARS-COV-2 test the
4 Debtor's laboratory test offering was simple and straightforward, so the Debtor pivoted to primarily
5 being a COVID testing laboratory. Over the next two years, the Debtor's business grew
6 dramatically, from 5 employees to well over 150 employees, generating millions of COVID testing
7 revenue from 2020 through 2022.

8 In early 2022, the availability of rapid point-of-care COVID testing centers increased and
9 thus reduced the market share that the Debtor enjoyed at the initial stages of the pandemic. As a
10 result, the Debtor pivoted back to the original business plan to focus on Women's Health and
11 Urology testing. Of note, in April 2022, a favorable Medicare Local Coverage Determination (LCD)
12 came out supporting the coverage of a PCR-based UTI test. Based on this LCD, the Debtor saw
13 ample opportunity and invested several million dollars into research and development, sales, and
14 marketing of the Debtor's advanced UTI test. After a several month development process, the
15 Debtor successfully launched and enjoyed initial success in this area.

16 Sadly, a few months later, the Medicare Administrative Contractor (MAC) for the California
17 market (MolDX) decided to go against the LCD and discontinue coverage/payment of PCR-based
18 UTI testing. This was a massive blow to the Debtor given the amount of time, resources, and energy
19 the Debtor devoted to transitioning from a COVID diagnostic testing center to a Women's Health
20 and Urology diagnostic testing center.

21 **B. Debtor's Financial Difficulties and the Bankruptcy Purpose**

22 Although the Debtor somewhat successfully navigated the change from a COVID diagnostic
23 testing center to a Women's Health and Urology diagnostic testing center, the financial strain
24 continued. Specifically, the Debtor has \$10-15 million in collectible outstanding accounts
25 receivables ("AR") from COVID-related testing that was backed by the CARES Act. And, post-
26 pandemic, many of the health insurances simply stopped paying the COVID-related AR to
27 diagnostic testing centers nationwide. The lack of consistent collection on the COVID-AR put a
28

1 severe strain on the Debtor's finances.¹ Thus, over time, the Debtor was forced to reduce its
2 workforce substantially, transitioned from an outsized rental unit, and transitioned, yet again, into a
3 different form of diagnostic testing.

4 Moving forward, the Debtor has been successful in validating a Pharmacogenomic (PGx)
5 test. In light of a recently favorable LCD from MolDX, this new path should generate more market
6 share and growth. In addition to validating the PGx test, the Debtor obtained Z-codes for a
7 significant array of gene testing as well as its comprehensive testing. Obtaining the Z-codes for this
8 type of testing is important, as, historically, Medicare would not pay for PGx testing absent the
9 requisite Z-code.

10 **C. Procedural Background**

11 On March 29, 2024 ("Petition Date"), the Debtor filed a voluntary petition under subchapter
12 V of Chapter 11 of Title 11 of the United States Code. On April 19, 2024, as Dk. No. 48, Debtor
13 filed its schedules and statement ("Schedules").

14 **D. Pre-Petition Lawsuit**

15 On August 30, 2021, Plaintiff, Krystal Reed, individually, and on behalf of all others
16 similarly situated filed a class and collective action complaint, entitled *Krystal Reed, individually,*
17 *and, on behalf of all others similarly situated v. Bridge Diagnostics, LLC*, United States District
18 Case No.: 8:21-cv-01409-CJC-KES ("Labor Action"). On July 27, 2023, The Court entered a
19 judgment pursuant to an agreed upon settlement.

20 **E. Events Occurring During the Bankruptcy Case**

21 On March 29, 2024, the Debtor filed a Chapter 11 Petition ("Petition Date") ("Bankruptcy
22 Case"). The following events occurred during the Bankruptcy Case.

23 ***i. The Debtor's Schedules and Operating Reports***

24 On Petition Date, the Debtor filed an emergency petition. On April 19, 2024, Debtor filed
25 schedules ("Schedules") and statement of financial affairs ("SOFA"). Together, the Schedules and
26

27 ¹ Pre-petition, the Debtor retained Crown Medical Collection, a healthcare accounts receivable collection
28 firm, that focuses heavily on collection of COVID-related AR as set forth in the CARES Act. Crown has just
begun its collections efforts and will-behas been retained to pursue collection of the COVID-AR in this Estate
pursuant to an order entered on July 26, 2024, as Dk. No. 152.

SOFA show that, on the Petition Date, the Debtor had assets of approximately \$14,879,557.41 and liabilities of approximately \$11,761,110.75. Debtor's Schedules list approximately 138 parties as potential creditors. On the same date, Debtor amended the list of creditors.

The Debtor believes that it is in compliance with the requirements of the Bankruptcy Code and the applicable Guidelines of the United States Trustee. Among other things, Debtor filed its operating report for March 2024 on June 4, 2024 and its operating report for April 2024 on May 31, 2024. As of the filing of this Plan, Debtor's operating report for June 2024 will be filed timely. All subsequent operating reports have been filed with the Court.

ii. Deadlines to Propose a Plan and File Claims

Pursuant to 11 U.S.C. § 1189(a), only the Debtor may file a plan in a Subchapter V case. Pursuant to 11 U.S.C. § 1189(b), the deadline for the Debtor to file a plan is 90 days after the order for relief, except that the Court may extend the period if the need for the extension is attributable to circumstances for which the Debtor should not justly be held accountable. Here, the deadline for the Debtor to propose a plan was June 24, 2024. The Debtor timely filed the Plan.

On April 1, 2024, the Court issued its *Notice of Chapter 11 Bankruptcy Case* ("Notice of Case") setting various deadlines. Pursuant to the Notice of Case, the deadline for all creditors other than governmental units to file a proof of claim was set for June 7, 2024, and the deadline for governmental unit creditors to file a proof of claim was set for September 25, 2024. The claims filed pursuant to the Notice of Case are listed below.

iii. Appointment of Subchapter V Trustee and Retention of Professionals

On April 1, 2024, as Dk. No. 6, Robert Paul Goe was appointed as the Subchapter V Trustee in this case ("Trustee").

On April 29, 2024, as Dk. No. 68, the Debtor filed its *Application to Employ Marshack Hays Wood LLP as General Counsel* ("MHW Application"). The order granting the MHW Application ~~is~~ pending-was entered on July 2, 2024, as Dk. No. 138.

1 On April 29, 2024, as Dk. No. 70, the Debtor filed its *Application to Employ Edward*
2 *Bidanset and Cutsheet Express LLC as Chief Restructuring Officer* (“CE Application”). On May 24,
3 2024, as Dk. No. 105, an order was entered approving the CE Application.

4 On May 17, 2024, as Dk. No. 95, the Debtor filed its *Application to Employ Stretto, Inc. as*
5 *Debtor’s Claims and Noticing Agent* (“Stretto Application”). The order granting the Stretto
6 Application ~~is pending~~ was entered on June 28, 2024, as Dk. No. 132.

7 On June 3, 2024, as Dk. No. 110, the Debtor filed its *Application to employ Crown Medical*
8 *Collections, LLC as Special Counsel* (“Crown Application”). The order granting Crown Application
9 ~~is pending~~ was entered on July 26, 2024, as Dk. No. 152. Crown Medical Collections, LLC, is
10 defined hereinafter as “Crown.”

11 The Debtor is considering whether it will be necessary to employ other special counsel to
12 assist the Debtor in other matters. If special counsel is employed, then such counsel will be paid on
13 par with the Debtor’s other professionals in this case.

14 ***iv. Motions Filed During the Bankruptcy Case***

15 On April 8, 2024, as Dk. No. 17, the Debtor filed its Expedited Motion for Order Approving
16 Maintenance of Pre-Petition Bank Accounts and Continued Use of Cash Management Procedures
17 Pursuant to 11 U.S.C. §§105, 345, and 363 (“Cash Management Motion”). On April 12, 2024, as
18 Dk. No. 34, an order was entered granting the Cash Management Motion.

19 On April 8, 2024, as Dk. No. 18, the Debtor filed its *Expedited Motion for Order Authorizing*
20 *Payment of (1) Prepetition Wages and (2) Ongoing Employee Compensation and Benefits*
21 (“Prepetition Wage Motion”). On April 12, 2023, as Dk. No. 35, an order was entered granting the
22 Prepetition Wage Motion.

23 On April 8, 2023, as Dk. No. 19, the Debtor filed its *Expedited Motion for Order (A)*
24 *Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service, (B) Deeming Utilities*
25 *Adequately Assured of Future Performance, and (C) Establishing Procedures for Resolving*
26 *Requests for Additional Adequate Assurance of Payment* (“Utility Motion”). On April 12, 2024, as
27 Dk. No. 36, an order was entered granting the Utility Motion.
28

1 On April 8, 2024, as Dk. No. 22, the Debtor filed its Expedited Motion for Order Authorizing
2 Use of Cash Collateral to Confirm that its Secured Creditor is Adequately Protected (“Cash
3 Collateral Motion”). On April 12, 2024, as Dk. No. 40, an interim order was entered granting the
4 Cash Collateral Motion (“Cash Collateral Order”). After a further interim hearing on the Cash
5 Collateral Motion, on May 21, 2024, as Dk. No. 98, a further order granting the Cash Collateral was
6 entered. A final hearing on the Cash Collateral Motion is currently scheduled for ~~June 2~~November 6,
7 2024.

8 On April 23, 2024, as Dk. No. 52, the Debtor filed its Motion for Order Authorizing Debtor
9 to Obtain Post-Petition Loan (“Post-Petition Loan Motion”) on shortened time. On April 26, 2024,
10 as Dk. No. 65, an interim order was entered granting the Post-Petition Loan Motion (“Post-Petition
11 Loan Order”). After a final hearing on the Post-Petition Loan Motion, on May 21, 2024, as Dk. No.
12 99, and on August 23, 2024, as Dk. No. 194 an order granting the Post-Petition Loan Motion was
13 entered. A final hearing has been scheduled for November 6, 2024.

14 On May 15, 2024, as Dk. No. 85, Debtor filed a Motion for Turnover of Property (“Turnover
15 Motion”). A hearing was held on June 5, 2024. A continued hearing has been scheduled for August
16 14, 2024. At this time, Debtor has confirmed receipt of funds from Verizon and will be withdrawing
17 the Turnover Motion.

18 On May 15, 2024, as Dk. No. 87, Debtor filed a Motion to Extend the Deadline to Assume or
19 Reject Unexpired Leases of Nonresidential Real Property (“Extension Motion”). An order granting
20 Extension Motion is pending.

21 On May 17, 2024, as Dk. No. 95, Debtor filed a Motion for Order to employ Stretto as
22 Debtor’s claims and noticing agent (“Stretto Motion”). The order granting the Stretto Motion ~~is~~
23 pending-has been entered.

24 **3. DEFINITIONS AND PRELIMINARY INFORMATION**

25 **A. Claims and Interests**

26 ***i. Claim***

27 The term “claim” shall have the meaning ascribed to it in 11 U.S.C. §101(5) and is intended
28 to be interpreted in the broadest possible sense. A “claim” refers to any debt or obligation of the

1 Debtor or against property of the Debtor, regardless of whether such debt or obligation arises at law
2 or equity.

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6 ***ii. Creditor***

7 The term “creditor” shall have the meaning ascribed to it in 11 U.S.C. §101(10) and is
8 intended to be interpreted in the broadest possible sense. A “creditor” refers to the holder of any
9 claim treated under the Plan even if the creditor did not file a proof of claim.

10 **B. Allowed, Disallowed, and Disputed Claims**

11 ***i. Allowed Claims***

12 A claim is allowed if it is timely and properly scheduled or filed and (a) was not objected to;
13 or (b) was objected to and was settled by the parties or otherwise determined to be valid by a Court
14 order. Allowed claims are treated under the Plan.

15 ***ii. Disallowed Claims***

16 A claim is disallowed if it was timely objected to by the Debtor or another party in interest
17 and the Court made a ruling that the claim is disallowed in whole or in part. Disallowed claims are
18 not treated under the Plan and may not be asserted against the Debtor in the future.

19 ***iii. Disputed Claims***

20 A claim is disputed if a ruling on allowance has not been made and (a) a proof of claim has
21 been filed or deemed filed and the Debtor or a party in interest has filed an objection; or (b) a proof
22 of claim has not been filed and the Debtor scheduled such claim as disputed, contingent,
23 unliquidated, or unknown.

24 ***iv. Delayed Distribution on Disputed Claims; Settlement***

25 No distribution will be made on account of a disputed claim unless such claim is allowed by
26 a final, non-appealable order. The Debtor will have the power and authority to settle and
27 compromise a disputed claim with Court approval and compliance with Rule 9019 of the Federal
28

Rules of Bankruptcy Procedure unless the amount allowed by the compromise does not exceed \$50,000, in which was no Court approval is required.

v. Claims Bar Date

THE BAR DATE FOR FILING A PROOF OF CLAIM IN THIS CASE BY CLAIMANTS WHOSE CLAIMS WERE NOT SCHEDULED OR WERE SCHEDULED AS UNKNOWN, DISPUTED, CONTINGENT, OR UNLIQUIDATED WAS JUNE 7, 2024 (AS TO CREDITORS OTHER THAN GOVERNMENTAL UNITS) AND SEPTEMBER 25, 2024 (AS TO GOVERNMENTAL UNITS).

The following chart lists all the claims that have been filed to date:

Claim #	Date Filed	Claimant	Claim Type	Amount
1	4/11/24	Texas Health & Human Services Commission	Unsecured	\$707.43
2	4/15/24	Hamilton Company	Unsecured	\$112,304.89
3	4/16/24	TXPSI, LLC	Unsecured	\$118,152.33
4	4/17/24	Xifin, Inc.	Unsecured	\$234,381
5	4/25/24	Helmco Electronic, Inc.	Unsecured	\$21,105
6	4/29/24	CDW Direct, LLC	Unsecured	\$105,730.70
7	5/2/24	Becton, Dickinson and Company	Unsecured	\$29,489.76
8	5/6/24	Stuart Lippman and Associates	Unsecured	\$27,858.86
9	5/7/24	American Type Culture Collection	Unsecured	\$3,130,501
10	5/9/24	BayCap LLC	Secured	\$166,725.95
11	5/9/24	BayCap LLC	Secured	\$127,329.93
12	5/9/24	BayCap LLC	Secured	\$237,202.75
13	5/9/24	BayCap LLC	Secured	\$151,023.12
14	5/15/24	Krystal Reed, individually and on behalf of others	Unsecured	\$309,632.82
15	5/15/24	Jenna Schroeder	Unsecured	\$137,484.20
16	5/15/24	Blair Simon	Unsecured	\$132,882.13
17	5/15/24	Katie Wheeler	Unsecured	\$135,237.68
18	5/15/24	inGENEious RX Incorporated / Beck Winsl	Unsecured	\$1,600
19	5/23/24	Aetna, Inc.	Unsecured	\$4,807.72
20	5/28/24	FocusMD	Unsecured	\$2,950.75
21	5/29/24	Airspace Technologies, Inc.	Unsecured	\$163,503.88
22	5/29/24	ELLKAY LLC	Unsecured	\$92,510
23	5/31/24	UnitedHealthcare Insurance	Unsecured	\$17,556.25

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		Company		
24	6/7/24	David Wright Tremaine LLP	Unsecured	\$111,589.50
25	6/4/24	Blue Cross of California & Anthem Blue Cross Life	Priority	\$12,942.80
26	6/4/24	De Lage Landen Financial Services, Inc.	Secured	\$160,932.56
27	6/4/24	De Lage Landen Financial Services, Inc.	Secured	\$40,908.16
28	6/4/24	De Lage Landen Financial Services, Inc.	Secured	\$107,315.36
29-2	6/6/24	United HealthCare Services, Inc.	Unsecured	\$7,271,504.94769,646.73
30	6/6/24	University Research Park LLC	Unsecured	Unknown
31	6/7/24	Ross Blackburn	Secured	\$2,624,490.98
32	6/7/24	Thermo Fisher Financial Services, Inc.	Secured	\$423,151.10
33	6/7/24	First Insurance Funding	Secured	\$21,584.58
34	6/7/24	First Insurance Funding	Secured	\$101,214
35	6/7/24	Katrina Gillespie	Unsecured	\$21,393.75
36	6/10/24	Evolution Technologies LLC	Unsecured	\$14,278.21
37	6/14/24	Franchise Tax Board	Priority	\$707.91

The Schedules also include the following list of claims that were not designated as disputed, unliquidated, contingent, or unknown, and excludes any claim paid pursuant to the Prepetition Wage Motion.² A true and correct copy of the list of claims that were not designated as disputed, unliquidated, contingent, or unknown and excludes any claim paid pursuant to the Prepetition Wage Motion will be filed as Exhibit “3.”

vi. Standing and Claim Objection Deadline

The Debtor anticipates that objections to certain proofs of claim will be filed. The Debtor and Reorganized Debtor shall have standing to object to any filed claim. The deadline for filing objections to claims shall be 180 days after the Effective Date (“Claim Objection Deadline.”). The Claim Objection Deadline can be extended by Court order based upon a showing of “cause.”

C. Potential Election Under 11 U.S.C. §1111(b)

² If a creditor holds a claim that was listed in the Schedules and designated as not disputed, unliquidated, contingent, or unknown and for which a proof of claim was filed, then only the proof of claim is listed.

Pursuant to Local Bankruptcy Rule 3014-1(a)(1), the deadline for making an election under 11 U.S.C. §1111(b) is July 30, 2024.

4. VOTING BY BALLOT; FILING OBJECTION TO CONFIRMATION OF THE PLAN

A. Who May Object or Vote

i. Who May Object to Confirmation of the Plan

Any party in interest may object to confirmation of the Plan, but as explained below, not everyone is entitled to vote to accept or reject the Plan. Objecting to confirmation means a party files and serves a document that contains legal and factual assertions as to whether the Debtor satisfied its requirements for the Court to confirm the Plan. The deadline to file an objection to confirmation of the Plan [was](#) July 30, 2024. If an objection has merit, it may result in the Court denying the Debtor's request to confirm the Plan.

ii. Who May Vote to Accept or Reject the Plan

A creditor has a right to vote for or against the Plan if that creditor has a claim that: (a) either is an allowed claim or is allowed for voting purposes; (b) is classified in an impaired class; and (c) is entitled to receive or retain some property on account of its claim. The deadline to submit ballots [was](#) July 30, 2024.

As noted above, a creditor must first have an allowed claim to have the right to vote. Generally, any proof of claim will be allowed, unless a party in interest files an objection to that claim. When an objection to a claim is filed, the holder of the claim cannot vote unless and until the Court, after notice and a hearing, either overrules the objection or allows the claim for voting purposes. Any person who seeks temporary allowance of its claim for the purpose of voting on the Plan must promptly take steps to file an appropriate motion requesting the same and arrange an appropriate hearing with the Court.

A class is impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class. For example, a class comprised of general unsecured creditors is impaired if the Plan

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1 fails to pay the members of that class 100% of what they are owed or otherwise impairs the legal
2 rights of the holders of the claims.

3 In this case, the Debtor believes that classes 1(a)-(m), 2, and 3 are impaired and holders of
4 claims in these classes are therefore entitled to vote to accept or reject the plan, unless otherwise
5 specified below. Any creditor that disputes the Debtor's characterization of its claim as unimpaired
6 and wants to vote may request a finding of impairment from the Court in order to obtain the right to
7 vote.

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11 **iii. Who Can Vote in More than One Class**

12 A creditor whose claim has been allowed in part as a secured claim and in part as a general
13 unsecured claim is entitled to accept or reject the Plan in both capacities by casting one ballot for the
14 secured portion of the claim and another ballot for the unsecured portion of the claim.

15
16 **iv. Votes Necessary to Confirm the Plan**

17 The Plan can be confirmed if (i) it is accepted by each impaired class because a majority in
18 number and at least two-thirds in dollar amount of the claimants in that class timely voted to accept
19 the Plan; or (ii) it is not accepted by certain impaired class(es), but the Court determines the Plan
20 does not discriminate unfairly and is "fair and equitable" [as defined by 11 U.S.C. §1191(b)] to all
21 rejecting classes of creditors, and it meets all other criteria for confirmation.

22 **5. PLAN OF REORGANIZATION**

23 As required by the Bankruptcy Code, the Plan classifies claims in various classes according
24 to their right to priority. The Plan states whether each class of claims is impaired or unimpaired.
25 The Plan provides the treatment each class will receive. In no event shall any creditor receive more
26 than the creditor's allowed claim, plus interest, to the extent provided herein.

27 Unless otherwise expressly stated in the Plan, the treatment of allowed claims under the Plan
28 supersedes any agreements or rights the holders of claims may have in or against the Debtor or its

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assets and is in full satisfaction of the legal, equitable, and contractual rights of the holders of the claims.

Unless the Plan provides otherwise, no distributions will be made and no rights retained on account of any claim that has not become an allowed claim.

A. Treatment of Unclassified Claims

Certain types of claims are not placed into voting classes but are instead unclassified. They are not considered impaired and they do not vote on the Plan because they are automatically entitled to certain treatment under the Bankruptcy Code. Accordingly, the following claims have not been placed into classes:

i. Administrative Expenses

Administrative claims are claims for costs or expenses of administering the Debtor's case which are allowed under 11 U.S.C. §507(a)(2).

The following chart lists all of the Debtor's §507(a)(2) unpaid administrative claims and their treatment under the Plan:³

Description	Estimated Amount Owed ⁴	Treatment
Clerk's Office Fees	\$0 ⁵	Paid in full on or before the Effective Date.
Ordinary-Course Administrative Claims	\$0	Unless the Debtor objects to the ordinary-course administrative claim, the claim will be allowed in accordance with the terms and conditions of the particular transaction giving

³ Quarterly fees are not applicable in a Subchapter V bankruptcy case.

⁴ The estimate of professional fee claims in this chart is only an estimate and may change based upon the legal or financial services required during this Case and upon what the Court ultimately awards to professionals. The Estate remains liable for all allowed professional fees and costs regardless of the estimates. ~~These amounts are in addition to what the professionals have been paid on an interim basis.~~

⁵ The Debtor has not commenced any adversary proceedings or filed any motions for which any fee would be due at the conclusion of the Case.

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		rise to the ordinary-course administrative claim, and the person holding the ordinary-course administrative claim need not file any request for payment of its claim and will be paid in the ordinary course of business.
Non-Ordinary Course Administrative Claim	\$0	To the extent that any non-ordinary course administrative claims are allowed, they will be paid in full by the Debtor on the later of the Effective Date or immediately after the Court enters a final order allowing the non-ordinary course administrative claim.
Administrative Tax Claim	\$0	Unless the Debtor objects to an administrative tax claim or otherwise disputes the administrative tax claim in accordance with applicable law, the claim will be allowed in accordance with the terms and conditions of the particular transaction that gave rise to the administrative tax claim, and the person holding the administrative tax claim need not file any request for payment of its claim. Any allowed administrative tax claim will be paid in the ordinary course of business, currently and timely as they are incurred and billed, unless the Debtor objects to or otherwise disputes such administrative tax claim in accordance with applicable law. In an event of default, and to the extent such administrative tax claim is also secured, the payment thereof will include all costs, fees, charges and interest, if applicable, as required under 11 U.S.C. §§ 506(b) and 511, and applicable non-bankruptcy law.
Marshack Hays Wood LLP ("MHW")	\$145,000 estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. MHW anticipates being paid over time as reflected in the financial projections attached hereto. MHW is holding approximately \$40,000 in retainer, and thus, after application of the retainer MHW is estimating an outstanding balance owed of approximately \$105,000. Note, this is just an estimate.
Edward Bidanset / Cutsheet Express, LLC	\$15,000 estimated as of the Effective Date.	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other

		terms. CE anticipates being paid over time as reflected in the financial projections attached hereto. CE is holding \$15,000 in retainer, and thus, after application of the retainer CE does not anticipate having additional outstanding fees.
Stretto, Inc.	\$5,000, estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. Stretto anticipates being paid over time as reflected in the financial projections attached hereto.
Crown Medical Collections, LLC	Unknown, ⁶ estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim, except to the extent that the holder of such claim agrees to other terms. Crown Medical Collections, LLC anticipates being paid over time as reflected in the financial projections attached hereto.
Robert Paul Goe, Subchapter V Trustee (“Trustee”) fees	\$30,000, estimated as of the Effective Date	Paid on the later of (i) the Effective Date or (ii) upon entry of an order approving the professional fee claim. The Subchapter V Trustee will be paid <u>\$30,000 from the first settlement negotiated by Crown and received by the Debtor, and the remainder will be paid over time as reflected in the financial projections attached hereto as soon as practicable under the circumstances.</u>
TOTAL	\$195,000 ⁷	

ii. Professional Fee Claims

Any professional seeking allowance of a professional fee claim for services rendered prior to the Effective Date in connection with the Debtor’s case must (1) file their application for allowance

⁶ Crown will render professional services to the Debtor on a contingent basis in accordance with the Fee Agreement attached as Exhibit A to the Crown Application filed on 6/3/2024 as Dk. No. 110, which provides for a contingent fee of 30% of the total amount recovered. Crown has not received any pre or post-petition retainer for this matter.

⁷ If the Debtor hires additional special counsel to help address any claims filed, then special counsel’s fees will be paid on the same terms as the other professionals, meaning over time.

of compensation and reimbursement of expenses on or before 45 days after the Effective Date or such other date as may be set by the Court, and (2) have the fees and expenses allowed by a final order. Any party in interest may file an objection to such an application within the time period provided by the Local Bankruptcy Rules or within any other period that the Court sets. Persons holding professional fee claims who do not timely file and serve their applications for payment will be forever barred from asserting these claims against the Reorganized Debtor or its property. Notwithstanding the foregoing, the order entered approving the Stretto Application relieves Stretto of the obligation to obtain Court approval for its fees.

As indicated above, the Debtor may need to pay approximately \$195,000 in administrative claims. The Debtor's professionals have agreed to accept payment over time to ensure that the Debtor is able to make the required payments. As shown in the projections submitted with the Plan, the Debtor will have sufficient funds to make these payments.

iii. Priority Tax Claims

Priority tax claims include certain unsecured income, employment, and other taxes described by 11 U.S.C. §507(a)(8). The Bankruptcy Code requires that each holder of such a § 507(a)(8) priority tax claim receive the present value of such claim in regular installment payments in cash, over a period not exceeding three (3) years from the Petition Date. The following chart lists all of the Debtor's known §507(a)(8) priority tax claims and their treatment under the Plan:

Description	Amount Owed	Treatment
Franchise Tax Board	\$707.91	Paid in full on the Effective Date.

B. Classified Claims

i. Summary of Classes

The following chart summarizes the various classes of claims provided for in this Plan:

Class #	Claimant(s)
1(a)-1(m)	Secured Creditor Classes
2	Blue Cross of California & Anthem Blue Cross Life
3	General Unsecured Creditors

ii. Secured Claims

Secured claims are claims secured by liens on property of the Estate. The following chart lists all classes of secured claims and their treatment under the Plan:

Class #	Description ⁸	Insiders (Y/N)	Impaired (Y/N)	Treatment
1(a)	Jason Hansen Claim Amount: Collateral: First priority lien on all of Debtor's assets pursuant to a perfected UCC-1 lien in October 2023 ("Hansen Loan") and the Court approved post-petition debtor-in-possession loan ("Hansen DIP Loan").	Y	N	~~The Hansen Loan and the Hansen DIP Loan will be paid according to the terms of the security agreements which are attached hereto as Exhibits "11," and "12."~~ Pursuant to the non-material modifications stated on the record at August 14, 2024, Mr. Hansen will voluntarily agree to recharacterize \$1,919,724.93 of his total \$6,012,792.57 pre-petition secured claim as an unsecured claim to be treated as a Class 3 unsecured creditor <i>pro rata</i> with other unsecured creditors as set forth below in Class 3. The remaining \$4,093,067.64 in pre-petition secured obligations will remain as secured and will be paid according to the terms of the security agreements which are attached hereto as Exhibits "11," and "12." Mr. Hansen has agreed to defer certain payments to him on account of his pre-petition secured loan(s).

⁸ The claim amount(s) set forth in this chart and the charts below are based upon the Debtor's records and/or the proofs of claim filed by the creditor. Such amounts may vary based on, among other things, the incurrence of interest and/or payments made on account of such secured claims following the Petition Date.

				and post-petition DIP Loan(s) in the amount of \$510,000 to allow the Trustee and other post-petition administrative professionals to be paid within a reasonable period after the Effective Date.
1(b)	BayCap LLC – Equipment Finance Agreement – Proof of Claim 10-1 Claim Amount - \$166,725.95 Collateral: (1) 6 -QS5 384 QPCR System, Tower; (2) 6- Taqman Rnase P Fast 384 W Verif (3) 6- SVC, IQOQIPV QStudios 384W; (4) 6 – 384- Well Hardshell Plate Clear; (5) 6 – Optical Adhesive Covers (6) 6 – Kit. 802 11B/G/N WIFI Dongle EA; (7) 6 Smartstart Orientation Fullday; and (8) 6 – AB Assurance, QS5, 384	N	N	Debtor will surrender the collateral back to BayCap LLC. Once the equipment listed in Proof of Claim 10-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 10-1) will be treated as a Class 3 unsecured claim.
1(c)	BayCap LLC – Equipment Finance Agreement – Proof of Claim 11-1 Claim Amount - \$127,329.93 Collateral: (1) Kingfisher Flex, with 96 Deep-VN00137925 5400630 Life Tech HCA KingFishter 3 P	N	N	Debtor will surrender the collateral back to BayCap LLC. Once the equipment listed in Proof of Claim 11-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 11-1) will be treated as a Class 3 unsecured claim.
1(d)	BayCap LLC – Equipment Finance Agreement – Proof of Claim 12-1 Claim Amount - \$127,329.93	N	N	Debtor will surrender the collateral back to BayCap LLC. Once the equipment listed in Proof of Claim 12-1 is liquidated, to the

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	Collateral: See Exhibit "4," attached hereto.			extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 12-1) will be treated as a Class 3 unsecured claim.
1(e)	BayCap LLC – Equipment Finance Agreement – Proof of Claim 13-1 Claim Amount - \$151,023.12 Collateral: See Exhibit "5," attached hereto.	N	N	Debtor will surrender the collateral back to BayCap LLC. Once the equipment listed in Proof of Claim 13-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 13-1) will be treated as a Class 3 unsecured claim.
1(f)	De Lage Landen Financial Services, Inc. ("De Lage Landen"), (claim acquired from Thermo Fisher Financial Services Inc.,) – Proof of Claim 26-1 Claim Amount - \$160,932.56 Collateral: See Exhibit "6," attached hereto.	N	N	Debtor will surrender the collateral back to De Lage Landen. Once the equipment listed in Proof of Claim 26-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 26-1) will be treated as a Class 3 unsecured claim.
1(g)	De Lage Landen Financial Services, Inc. ("De Lage Landen"), (claim acquired from Thermo Fisher Financial Services Inc.,) – Proof of Claim 27-1 Claim Amount - \$40,908.16 Collateral: (1) BD Phoenix AP Instrument; (2) BD Phoenix M50 Instrument; (3) BD Epicenter NUC Computer;	N	N	Debtor will surrender the collateral back to De Lage Landen. Once the equipment listed in Proof of Claim 27-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 27-1) will be treated as a Class 3 unsecured claim.

	(4) BD Phoenix UPS; (5) BD Earthquake Kit; and (6) BD Phoenix Table.			
1(h)	De Lage Landen Financial Services, Inc. ("De Lage Landen"), (claim acquired from Thermo Fisher Financial Services Inc.,) – Proof of Claim 28-1 Claim Amount - \$107,315.36 Collateral: See Exhibit "7," attached hereto.	N	N	Debtor will surrender the collateral back to De Lage Landen. Once the equipment listed in Proof of Claim 28-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 28-1) will be treated as a Class 3 unsecured claim.
1(i)	Ross Blackburn ("Blackburn") – Proof of Claim 31-1 Claim Amount - \$2,624,490.98 Collateral: Unknown	N	Y	A review of the UCC search for perfected liens does not reflect that Blackburn perfected his alleged security interest. The Debtor has requested that any evidence of perfection be provided. To date, no such evidence has been provided. The proof of claim filed by Blackburn admits that "Mr. Blackburn is informed and believes that no UCC-1 Financing Statement has yet been filed for Mr. Blackburn." Accordingly, Debtor does not believe that Mr. Blackburn has a security interest in any of the Estate's assets, and any unperfected lien could be avoided, preserved, and recovered by the Estate pursuant to the Bankruptcy Code. Mr. Blackburn will be treated as a Class 3 unsecured creditor, and share <i>pro rata</i> with other similarly situated unsecured creditors.

1(k)	Thermo Fisher Financial Services, Inc. ("Thermo"), - Proof of Claim 32-1 Claim Amount - \$423,151.10 Collateral – See Exhibit "8," attached hereto.	N	N	Debtor will surrender the collateral back to Thermo. Once the equipment listed in Proof of Claim 32-1 is liquidated, to the extent that there is any deficiency, and the deficiency only (after liquidation of the equipment listed in Proof of Claim 32-1) will be treated as a Class 3 unsecured claim.
1(l)	First Insurance Funding ("First") – Proof of Claim 33-1 Collateral – See Exhibit "9," attached hereto.	N	Y	The Debtor is informed and believes that the insurance package was terminated in or about September 2023. Thus, the Debtor does not believe that this is an asset of the Estate, and thus, any executory agreement is hereby rejected.
1(m)	All unknown secured creditor claims Collateral – unknown	N	N	Pursuant to the Schedules and the UCC-1 search attached here as Exhibit "10," there were several UCC-1 liens recorded where it is unclear what the collateral is and where listed in the Schedules as "unknown." To the extent that there is a secured creditor who is not listed above in Class 1(a) through 1(j) and is not listed below as an unexpired lease and/or executory contract to be assumed, such collateral will be surrendered to the secured creditor for liquidation, after the collateral is liquidated, to the extent that there is any deficiency, and the deficiency only will be treated as a Class 3 unsecured claim.

If a secured creditor disputes the value of its collateral as stated above, that secured creditor must timely file an objection to confirmation of the Plan, or the value stated by the Debtor may be determined to be the value of the collateral. The objection must be accompanied by competent evidence of valuation. If the value of the collateral is disputed, the Court may schedule a separate hearing to determine value.

iii. *Priority Claims*

Certain priority claims that are referred to in 11 U.S.C. §§ 507(a)(3), (a)(4), (a)(5), (a)(6), and (a)(7) are required to be placed in classes in a chapter 11 plan. The Bankruptcy Code requires that each holder of a priority claim receive cash on the Effective Date equal to the allowed amount of such claim. However, a class of unsecured priority claim holders may vote to accept deferred cash payments of a value, as of the Effective Date, equal to the allowed amount of such claim.

The following chart lists all classes containing the Debtor's 11 U.S.C. §§ 507(a)(3), (a)(4), (a)(5), (a)(6), and (a)(7) priority claims and their treatment under the Plan:

Class #	Description	Insiders (Y/N)	Impaired (Y/N)	Treatment
2	Blue Cross of California & Anthem Blue Cross Life ("BlueCross") POC No. 25 - \$12,942.80 Claim Amount - \$12,942.80	N	N	To the extent that BlueCross has an Allowed Claim, it will be paid in full on the Effective Date by the Reorganized Debtor.

iv. *General Unsecured Claims*

General unsecured claims are unsecured claims not entitled to priority under 11 U.S.C. §507(a). The following chart identifies the Plan's treatment of general unsecured claims:

Class #	Description	Insiders (Y/N)	Impaired (Y/N)	Treatment
3	General Unsecured Claims	N	Y	Any Allowed Claim in this Class shall be paid pro rata with other Class claims. Debtor is dedicating all of its projected disposable income (as shown in the

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attached projections) for a period of three (3) years. The amount of Debtor's projected disposable income is described in the projections attached hereto and is intended to be cash in excess of its operational costs, and after payment of allowed administrative claims and cash reserve.

In addition, to the extent that AR is successfully collected by Crown, the Reorganized Debtor will contribute such funds to the Plan pursuant to the priority of the Bankruptcy Code.

Distributions to Class 3 claimants will be made twice per year, with the first distribution due on or before March 31, 2025, and the second distribution on or before August 31, 2025. The remaining distributions will be made on or before June 30 and December 31 of each subsequent year.

6. MEANS FOR EFFECTUATING THE PLAN

A. Funding the Plan

The Plan cannot be confirmed unless the Court finds it is "feasible;" pursuant to 11 U.S.C. §§ 1190(1)(C) and 1191(c). Among other things, this requires the Debtor to submit evidence establishing that the Debtor will have sufficient funds available to satisfy all expenses, including the scheduled payments to claimants. The Debtor must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Debtor's projections attached to the Plan as Exhibit "1"⁹ demonstrate that through cash on hand and income generated by the Debtor over the life of the Plan, the Debtor will have the

⁹ Neither the CRO nor his accounting firm have audited, reviewed, or otherwise examined, as defined by the American Institute of Certified Public Accountants, the Debtor's books and records and they disclaim any opinion as to their accuracy or completeness.

ability to make the payments due (1) on the Effective Date, (2) to administrative claim holders, (3) to Class 1 claim holders, (4) to Class 2 claim holders, and (5) to Class 3 claim holders. These projections are conservative and based upon the historical income and expenses of the Debtor, as well as the actual income and expenses incurred during the course of the Bankruptcy Case.

The Debtor anticipates funding the plan from three sources. First, the Debtor is dedicating its projected disposable income over three (3) years to pay its creditors. The Plan will conclude at the earlier of payment in full to creditors holding Allowed Claims or the date of the sixth (6th) distribution to class 3 claim holders.

Second, the Debtor is owed over \$10 million in AR collections, which the Debtor anticipates collecting over the life of the Plan. The Debtor will dedicate the amounts collected from Crown Medical Collections, LLC during the pendency of the Plan to pay creditors pursuant to the priority of the Bankruptcy Code.

Third, to the extent that this Plan is confirmed under 11 U.S.C. § 1191(b), Mr. Hanson will deposit \$12,500 of his personal funds with the Disbursing Agent (as defined below) (“Deposit”), and to the extent that there is a post-confirmation default to Class 3 creditors, the Disbursing Agent will distribute the \$12,500 *pro rata* to Class 3 unsecured creditors.

B. Disbursing Agent

Edward Bidanset of Cutsheet Express LLC will act as the disbursing agent with regards to payments to Class 3 creditors (“Disbursing Agent”). The Disbursing Agent will be compensated at his normal hourly rate for such services.

C. Debtor’s Post-Confirmation Management

Jason Hansen will continue serving as Debtor’s chief financial officer; his compensation will remain unchanged. Matt Cohen will continue to serve as the Debtor’s accountant.

The Debtor’s chief restructuring officer (“CRO”) will resign as of the Effective Date.¹⁰ The Debtor does not anticipate hiring someone to fill that position going forward.

¹⁰ Although Mr. Bidanset will resign as the CRO as of the Effective Date, he will serve as the Disbursing Agent.

D. Continued Contributions to Employees' Retirement Accounts

The purpose of this provision is to ensure that Bridge's obligation to make contributions to its employees' retirement accounts continues and remains unchanged. This provision does not impose any new obligations on Bridge or the Reorganized Debtor and does not provide new rights or benefits to its past, present, or future employees.

E. Unclaimed or Undeliverable Plan Distributions

Payments or distributions that are attempted under the Plan but remain unclaimed or undeliverable for six (6) months, will revert in the Reorganized Debtor free of restriction. Any entitlement to further distributions to the creditor whose payment remained unclaimed or undeliverable for six (6) months will be barred from future distributions.

F. Changes in Rates Subject to Regulatory Commission Approval

The Debtor is not subject to governmental regulatory commission approval and is not subject to governmental regulatory commission approval of any rates.

G. Preservation of Causes of Action and Avoidance Actions

The Debtor reserves for the Estate, the Reorganized Debtor, and any Chapter 11 or Chapter 7 Trustee that may hereafter be appointed, all rights to commence and pursue, as appropriate, any and all causes of action and avoidance actions, whether arising prior to or after the Petition Date, in any court or other tribunal, including without limitation, in an adversary proceeding filed in the Court, except for as otherwise provided in the Plan. On the Effective Date, the Reorganized Debtor will be vested with authority to enforce, file, litigate, prosecute, settle, and collect on any claim or cause of action, including actions under 11 U.S.C. §§ 544, 547 and 548.

Unless a claim for relief or avoidance action against any person is expressly waived, relinquished, released, compromised, or settled as provided or identified in the Plan, any confirmation order, or prior order of the Court, the Debtor expressly reserves all claims for relief and avoidance actions for later adjudication. Therefore, no preclusion doctrine, including, without limitation, the doctrine of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches shall apply to such claims for relief or avoidance actions upon or after confirmation or consummation of the Plan. All avoidance actions and other

1 claims for relief are preserved under the Plan for the benefit of the Estate, except as otherwise
2 provided for in the Plan. Any recoveries from avoidance actions and/or other claims for relief will
3 be paid to the trustee of the Liquidating Trust for distribution to creditors in accordance with the
4 terms of the Plan.

5 “Avoidance action” means causes of action arising under 11 U.S.C. §§ 510, 541, 542, 544,
6 547, 548, 549, 550, 551, and/or 553, or under related state or federal statutes and common law,
7 including, without limitation, fraudulent transfer laws, whether or not litigation is commenced to
8 prosecute such causes of action. This specifically includes the transfers listed on the Debtor’s SOFA
9 made during the 90 days, 1 year and 2 years prior to the Petition Date.

10 “Claim for Relief” means, without limitation, any and all actions, causes of action,
11 controversies, liabilities, obligations, rights, suits, damages, judgments, Claims (as defined in
12 11 U.S.C. § 101(5)) and demands whatsoever, whether known or unknown, reduced to judgment,
13 liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed,
14 secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity,
15 or otherwise that the Debtor and/or the Estate may hold against any person as of the Effective Date.
16 This specifically includes, but is not limited to, non-bankruptcy claims such as breach of fiduciary
17 duty, embezzlement, fraud, and malpractice claims.

18 ANY CREDITORS THAT BELIEVE THEY RECEIVED A TRANSFER OR SETOFF
19 THAT IS AVOIDABLE UNDER THE CODE OR THAT HOLD A CLAIM AGAINST THE
20 ESTATE THAT COULD BE SUBJECT TO AN OBJECTION BASED UPON FAILURE TO
21 RETURN AN AVOIDABLE TRANSFER OR SETOFF, ARE DIRECTED TO REVIEW THEIR
22 RECORDS AND/OR THE DEBTOR’S SCHEDULES FOR FURTHER INFORMATION,
23 HOWEVER, ALL RIGHTS OF THE DEBTOR AND THE ESTATE ARE RESERVED WITH
24 RESPECT TO ANY AND ALL TRANSFERS OR SETOFF WHICH MAY BE AVOIDABLE
25 UNDER THE BANKRUPTCY CODE.

26 All professional fees incurred in pursuing the avoidance actions or other causes of action
27 shall be paid by the Reorganized Debtor without the necessity of a Court order. However, the Court
28 will reserve exclusive jurisdiction to decide any and all disputes regarding the payment of the fees

1 and costs related to post-confirmation professional fees, upon request of a party-in-interest and after
2 notice and a hearing.

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5 **7. Provisions for Executory Contracts and Unexpired Leases**

6 The Debtor assumes the following executory contracts and unexpired leases as of the
7 Effective Date:

Party to Executory Contract	Subject of Executory Contract/Lease	Cure Amount
120 Vantis Property, LLC	Building Lease	\$0 (Debtor believes that it is current on this obligation)
Anthem Health Insurance Coverage	Health insurance coverage, including, but not limited to medical, dental, vision, and all insurance coverage for Debtor's employees	\$12,950 to be paid on the effective date of the Plan.
Hanford Workers Compensation insurance	Workers Compensation Insurance	\$0 (Debtor believes that it is current on this obligation)

16 To the extent that a party to an executory contract that will be assumed disagrees with the
17 amount of the asserted cure payment, then such creditor must timely file an objection to
18 confirmation of the Plan. The objection must be accompanied by competent evidence supporting
19 claims of an alleged arrearage. The Court may schedule a separate hearing to determine the amount
20 of the arrearage.

21 Except for executory contracts and unexpired leases that have been assumed, and if
22 applicable assigned, before the Effective Date or under this section of the Plan, or that are the subject
23 of a pending motion to assume, and if applicable assign, the Debtor will be conclusively deemed to
24 have rejected all executory contracts and unexpired leases as of the Effective Date.

25 A party to a rejected executory contract or unexpired lease may file a proof of claim based on
26 the rejection of an executory contract or unexpired lease provided that such claim is filed no later
27 than 45 days after the date of entry of the order confirming the Plan.

28 **8. LIQUIDATION ANALYSIS**

1 To confirm the Plan, the Court must find that all creditors who do not accept the Plan will
2 receive at least as much under the Plan as such claim holders would receive in a chapter 7
3 liquidation. A liquidation analysis is attached to the Plan as Exhibit "2." This exhibit demonstrates
4 that all creditors are projected to receive at least as much under the Plan as such creditor would
5 receive in a chapter 7 liquidation.

6 **9. TAX CONSEQUENCES OF THE PLAN**

7 CREDITORS CONCERNED WITH HOW THE PLAN MAY AFFECT THEIR TAX
8 LIABILITY SHOULD CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS,
9 AND/OR ADVISORS. The following disclosure of possible tax consequences is intended solely for
10 the purpose of alerting readers about possible tax issues the Plan may present to the Debtor and the
11 Reorganized Debtor. The Debtor and its professionals CANNOT and DO NOT represent that the
12 tax consequences contained below are the only tax consequences of the Plan because the Tax Code
13 embodies many complicated rules which make it difficult to state completely and accurately all of
14 the tax implications of any action.

15 Due to the unsettled and complex nature of some of the tax issues, as well as the possibility
16 that developments subsequent to the date hereof could affect the tax consequences of the Plan, the
17 following discussion should not be regarded as definitive or as covering all possible tax
18 consequences. Additionally, this summary does not discuss all aspects of federal income taxation
19 that may be relevant to a particular creditor in light of its individual circumstances or to certain
20 creditors subject to special treatment under the federal income tax law (for example, life insurance
21 companies, tax-exempt organizations, foreign corporations and individuals who are not citizens or
22 residents of the United States).

23 As stated above, creditors concerned with how the Plan will affect their own tax liability
24 should consult with their own accountants, attorneys, and/or advisors. The Debtor is still in the
25 process of determining the tax consequences of the Plan but does not believe that there will be a
26 material taxable event. The Debtor does not expect adverse consequences materially affecting the
27 distributions to the holders of allowed claims under the Plan.

1 **10. EXPLANATION OF RISK FACTORS AND POTENTIAL**
2 **FLUCTUATIONS WHEN IMPLEMENTING THE PLAN**

3 Performance of the obligations under the Plan are subject to various factors and
4 contingencies, some of which are described in this section. The following discussion summarizes
5 some of the material risks associated with the Plan but is not intended to be exhaustive. Moreover, it
6 should read in connection with other disclosures in the Plan. Each creditor, in conjunction with its
7 advisors, should supplement the following discussion by analyzing and evaluating the Plan as a
8 whole. THE RISKS ASSOCIATED WITH THE PLAN MUST BE CAREFULLY CONSIDERED
9 IN DETERMINING WHETHER TO ACCEPT THE PLAN.

10 The potential risks to creditors from the Plan include (1) the Debtor having less cash on hand
11 than expected to make payments on the Effective Date; (2) the Debtor being unable to collect on the
12 amounts owed to it on the time frames set forth in the projections; and (3) the collectability of the
13 outstanding accounts receivable by Crown. Regarding the first and second risk factor, Debtor
14 believes that its projections are reasonable, conservative, and achievable in light of its historic
15 performance. Regarding the third risk factor, the Debtor cannot control whether various insurance
16 companies pay on outstanding accounts receivable.

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20 **11. EFFECT OF CONFIRMATION OF THE PLAN**

21 **A. General Comments**

22 The provisions of a confirmed Plan bind the Debtor, any entity acquiring property under the
23 Plan, and any creditor, equity security holder, or general partner of the Debtor, even those who do
24 not vote to accept the Plan.

25 The Bankruptcy Code provides that upon confirmation, except as otherwise provided in the
26 plan or the order confirming the plan, the property of the Estate vests in the Debtor. If a plan is
27 confirmed under 11 U.S.C. § 1191(a), except as otherwise provided in the Plan or in the order
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1 confirming the Plan, (i) confirmation of the Plan vests all of the property estate in the Debtor, and
2 (ii) after confirmation of the Plan, the property dealt with by the Plan is free and clear of all claims.

3 If a plan is confirmed under 11 U.S.C. § 1191(b), no property of the Estate will vest in the
4 Debtor until completion of the Plan.

5 **B. Discharge of Liability for Payments of Debts**

6 The Debtor seeks confirmation under 11 U.S.C. § 1191(a). On the Effective Date of the
7 Plan, the Debtor will be discharged from any debt that arose before confirmation of the Plan, as
8 provided in 11 U.S.C. § 1141(d)(1)(A). Pursuant to § 1141(d)(6), the Debtor will not be discharged
9 from any debt of a kind specified in 11 U.S.C. §§ 523(a)(2)(A) - (B) that is owed to a domestic
10 governmental unit, or owed to a person as the result of an action filed under subchapter III of
11 Chapter 37 of title 31 or any similar State statute, or for a tax or customs duty with respect to which
12 the debtor made a fraudulent tax return or willfully attempted in any manner to evade or to defeat
13 such tax or such customs duty.

14 Alternatively, pursuant to 11 U.S.C. § 1192, the Court shall grant the Debtor a discharge of
15 all debts (i) provided in 11 U.S.C. § 1141(d)(1)(A), and (ii) allowed under 11 U.S.C. § 503 and
16 provided for in the Plan, and shall do so as soon as is practicable after the Debtor completes all
17 payments due within the first 3 years of this Plan or as otherwise provided in 11 U.S.C. § 1192. The
18 Debtor will not be discharged from any debt (i) on which the last payment is due after the first 3
19 years of the Plan, or as otherwise provided in § 1192, or (ii) which is excepted from discharge under
20 § 523(a), except as provided in Bankruptcy Rule 4007(c).

21 **12. GENERAL PROVISIONS**

22 **A. Definitions and Rules of Construction**

23 The definitions and rules of construction set forth in 11 U.S.C. §§ 101 and 102 shall apply
24 when terms defined or construed in the Bankruptcy Code are used in this Plan.

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28 **B. Effective Date**

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1 The Effective Date of the Plan will be the first business day that is at least fifteen (15) days
2 after the entry of an order confirming the Plan (“Confirmation Order”), provided there has been no
3 order staying the effectiveness of the Confirmation Order.

4 **C. Severability**

5 If any provision of this Plan is determined to be unenforceable, the determination will in no
6 way limit or affect the enforceability and operative effective of any other provision of this Plan.

7 **D. Binding Effect**

8 The rights and obligations of any entity named or referred to in this Plan will be binding
9 upon and will inure to the benefit of the successors or assigns of such entity.

10 **E. Modification of the Plan**

11 The Debtor reserves the right in accordance with 11 U.S.C. § 1193(a) to amend or modify the
12 Plan at any time before confirmation. However, the Court may require a re-voting of the Plan,
13 unless the modification is non-material or relates only to the extension of the Effective Date, which
14 modification shall not require re-voting of the Plan.

15 After confirmation, the Reorganized Debtor may, upon order of the Court, modify the Plan in
16 accordance with 11 U.S.C. § 1193(c) to remedy any defect or omission, to reconcile any
17 inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of
18 the Plan, to alter the Plan as may be necessary for the Debtor to comply with its terms and
19 conditions, or for such other or further reasons as the Court deems appropriate.

20 **F. Exculpation and Releases**

21 Effective upon the entry of the Confirmation Order, neither the Debtor, its officers, directors,
22 or employees, the Debtor’s professionals employed in this case, nor the Subchapter V Trustee
23 (collectively, “Exculpated Parties” and each an “Exculpated Party”), shall have or incur any liability
24 to any person, including any creditor of the Debtor, for any act or omission in connection with,
25 relating to or arising out of any post-petition action, including formulation, negotiation,
26 implementation, confirmation or consummation of the Plan, or any contract, instrument, release or
27 other agreement or document entered into during the chapter 11 case or otherwise created in
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1 connection with the Plan; provided, however, that nothing in this Section shall be construed to
2 release or exculpate any Exculpated Party from willful misconduct or gross negligence.

3 **G. Captions**

4 The headings contained in the Plan are for convenience or reference only and do not affect
5 the meaning or interpretation of the Plan.

6 **H. Controlling Effect**

7 Unless a rule of law or procedure is supplied by federal law (including the Code or the
8 Federal Rules of Bankruptcy Procedure), the laws of the State of California will govern the Plan and
9 any agreements, documents, and instruments executed in connection with the Plan, except as
10 otherwise provided in the Plan.

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13 **I. Retention of Jurisdiction**

14 The Court will retain exclusive jurisdiction during the Plan payout period to resolve disputes
15 and conflicts arising from the administration of the Plan, upon request of a party-in-interest and after
16 notice and a hearing, including, without limitation:

- 17 1. The adjudication of the validity, scope, classification, allowance, and
18 disallowance of any claim;
- 19 2. The estimation of any claim;
- 20 3. The allowance or disallowance of professional fee claims, compensation, or
21 other administrative claims;
- 22 4. To hear and determine claims concerning taxes pursuant to 11 U.S.C. §§ 346,
23 505, 525, and 1146;
- 24 5. To hear and determine any action or proceeding brought under 11 U.S.C.
25 §§ 108, 510, 543, 544, 545, 547, 548, 549, 550, 551, and 553;
- 26 6. To hear and determine all actions and proceedings which relate to pre-
27 confirmation matters;
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7. To hear and determine any issue relating to the assumption or rejection of executory contracts and unexpired leases;
8. To hear and determine any modification to the Plan in accordance with the Bankruptcy Rules and the Bankruptcy Code;
9. To enforce and interpret the terms of the Plan;
10. To correct any defects, cure any omissions, or reconcile any inconsistency in the Plan or the confirmation order as may be necessary to carry out the purpose and intent of the Plan;
11. The entry of any order, including injunctions, necessary to enforce title, rights and powers of the Debtor or Reorganized Debtor, and to impose such limitations, restrictions, terms and conditions on such title, rights and powers as the Court may deem necessary including, without limitation, any right of the Debtor, Reorganized Debtor, or Liquidating Trust to recover and liquidate assets;
12. To determine the validity, extent and priority of all liens and security interests against property of the Estate or the Reorganized Debtor;
13. To hear and resolve any disputes regarding employment applications and professional fees;
14. To hear and determine such matters and make such orders as are consistent with the Plan as may be necessary to carry out the provisions thereof and to adjudicate any disputes arising under or relating to any order entered by the Court in this Case;
15. The entry of an order concluding and terminating this Case; and
16. To resolve any disputes as to whether there has been a default under the Plan.

J. Post-Confirmation Conversion or Dismissal

1 If the Reorganized Debtor fails to make a payment to a Class 1 or Class 2 creditor, then the
2 creditor that did not receive the payment shall provide the Debtor with a written Notice of Default,
3 providing the Reorganized Debtor with 10 business days to cure the default. If the Reorganized
4 Debtor fails to cure the default timely, then the creditor may submit a declaration of default to the
5 Court along with an order permitting the creditor to proceed with its state law remedies, which order
6 may be entered by the Court without the need for a hearing.

7 If the Reorganized Debtor fails to make a monthly payment to the Disbursing Agent for
8 Class 3 creditors, then the Disbursing Agent shall provide the Reorganized Debtor with a written
9 Notice of Default, providing the Reorganized Debtor with 10 business days to cure the default. If the
10 Reorganized Debtor fails to cure the default within 10 business days, then the Disbursing Agent may
11 submit a declaration of default to the Court along with an order directing the Reorganized Debtor to
12 release the Deposit and pay such amounts *pro rata* to holders of allowed Class 3 claims. Any legal
13 fees incurred by the Disbursing Agent in connection with such a motion shall be paid by the
14 Reorganized Debtor.

15 Further, a creditor or party in interest may bring a motion to convert or dismiss the case
16 under 11 U.S.C. § 1112(b), after the Plan is confirmed, if there is a default in performing the Plan. If
17 the Court orders the case to be converted to Chapter 7 after the Plan is confirmed, then all property
18 that had been property of the Chapter 11 estate, and that has not been disbursed pursuant to the Plan,
19 will revert in the Chapter 7 estate. The automatic stay will be reimposed upon the reverted property,
20 but only to the extent that relief from stay was not previously authorized by the Court during this
21 case.

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K. Final Decree

Once the Plan has been consummated, a final decree may be entered upon motion of the Debtor. The effect of the final decree is to close the bankruptcy case. After such closure, a party seeking any type of relief relating to a Plan provision can seek such relief in a state court of general jurisdiction.

Dated: ~~September 10, 2024~~ August 20, 2024, BRIDGE DIAGNOSTICS, LLC

By: _____
EDWARD BIDANSET
Chief Restructuring Officer

Dated: ~~September 10, 2024~~ August 20, 2024, MARSHACK HAYS WOOD LLP

By: /s/ David A. Wood
MATTHEW W. GRIMSHAW
DAVID A. WOOD,
Proposed Attorneys for Debtor,
BRIDGE DIAGNOSTICS, LLC

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **DEBTOR'S SECOND AMENDED CHAPTER 11 PLAN OF REORGANIZATION DATED AUGUST 19, 2024 – REDLINED VERSION** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **September 10, 2024**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **ATTORNEY FOR CREDITOR JASON HANSEN:** Anthony Bisconti tbisconti@bklwlaw.com, 7657482420@filings.docketbird.com; docket@bklwlaw.com
- **ATTORNEY FOR CREDITOR DE LAGE LANDEN:** Christopher Crowell ccrowell@hrhlaw.com
- **TRUSTEE:** Robert Paul Goe (TR) bktrustee@goeforlaw.com, kwareh@goeforlaw.com; bkadmin@goeforlaw.com; C187@ecfcbis.com; kmurphy@goeforlaw.com; rgoe@goeforlaw.com
- **ATTORNEY FOR DEBTOR:** Matthew Grimshaw mgrimshaw@marshackhays.com, mgrimshaw@ecf.courtdrive.com; alinares@ecf.courtdrive.com
- **INTERESTED PARTY:** Aaron J Malo amalo@sheppardmullin.com, abilly@sheppardmullin.com; rgolder@sheppardmullin.com
- **ATTORNEY FOR U.S. TRUSTEE:** Queenie K Ng queenie.k.ng@usdoj.gov
- **INTERESTED PARTY:** Jennifer Oliver jennifermarieoliver@gmail.com
- **ATTORNEY FOR CREDITOR UNIVERSITY RESEARCH PARK LLC:** R Gibson Pagter gibson@ppilawyers.com, pagterandperryisaacson@jubileebk.net
- **ATTORNEY FOR THERMO FISHER FINANCIAL SERVICES, INC.:** Michele R Stafford mstafford@tuckerlaw.com, ecotterill@tuckerlaw.com; docket@tuckerlaw.com; mthomas@tuckerlaw.com; SLeah@tuckerlaw.com
- **U.S. TRUSTEE:** United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov
- **ATTORNEY FOR DEBTOR:** David Wood dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; alinares@ecf.courtdrive.com

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On **September 10, 2024**, I delivered the document described above via email to Stretto, Debtor's claims and noticing agent, for service on the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed per the mail matrix. Upon completion of the mailing by Stretto to Core/2002 List (and/or potential voting parties), Stretto will file a Certificate of Service. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **September 10, 2024**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

THE REQUIREMENT OF LBR 5005-2(d) TO PROVIDE JUDGES COPIES IS SUSPENDED AT THIS TIME

☐ Service information continued on attached page

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

September 10, 2024
Date

Cynthia Bastida
Printed Name

/s/ Cynthia Bastida
Signature