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BRIDGE DIAGNOSTICS, LLC,

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

In re

BRIDGE DIAGNOSTICS, LLC,

Debtor.

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

Chapter 11 Subchapter V

DEBTOR'S EMERGENCY MOTION FOR
ORDER AUTHORIZING DEBTOR TO
OBTAIN POST-PETITION LOAN; AND
REQUEST FOR EXPEDITED HEARING;
MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATION OF
EDWARD BIDANSET AND JASON
HANSEN IN SUPPORT

Requested Expedited Hearing:

Date: TBD

Time: TBD

Ctrm: 5B

Place: 411 West Fourth Street
Santa Ana, CA 92701

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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, BRIDGE DIAGNOSTICS, LLC, (the “Debtor”) in the above-captioned case,
5 respectfully submits this motion for an order authorizing the Debtor to obtain a post-petition loan on
6 the terms and conditions specified in the Debtor’s Financing Agreement (“Motion”) and the
7 declarations of Jason Hansen (“Hansen Decl.”) and Edward Bidanset (“Bidanset Decl.”) in support.
8 (“Motion”). In support of the Motion, Debtor respectfully represents as follows:

9 **1. Summary of Argument**

10 As explained in the Debtor’s first day motions, the Debtor anticipated the need for a debtor in
11 possession loan (“DIP Loan”)¹ in order to successfully move the Debtor towards reorganization. In
12 order to fund payroll and/or a plan providing for the same is approved by this Court, the Debtor has
13 negotiated the DIP Loan with the Debtor’s principal, Mr. Jason Hansen (“Mr. Hansen”) and it has
14 been approved by the Debtor’s Chief Restructuring Officer (“CRO”), Mr. Edward Bidanset (“Mr.
15 Biadanset”). The immediate need is for funding to pay (a) payroll by April 26, 2024, (b) rent
16 payments to Debtor’s landlord, and (c) a quarterly software license fee that is integral to Debtor’s
17 operations. The total amount needed is \$100,000.

18 The Debtor understands that the Court may be hesitant (and rightfully so) to approve the
19 entirety of the \$800,000 DIP Loan on shortened time. Thus, the Debtor requests that the Court grant
20 the motion on an interim basis in the amount of \$100,000, which is the amount needed to cover the
21 Debtor’s payroll and other necessary expenses for approximately 30 days, and set a final hearing
22 with normal notice as provided in the Local Bankruptcy Rules. Simply put, the Debtor needs the DIP
23 Loan immediately to fund payroll. Absent the DIP Loan, the Debtor will have insufficient capital to
24 fund payroll and pay employees on Friday, April 26, 2024.

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27
28 ¹ A true and correct copy of the DIP Loan is attached to the Bidanset Declaration as Exhibit “2.”

1 **2. Background**

2 **A. Debtor's Background and History**

3 The Debtor is a clinical diagnostics laboratory that was founded in April 2020. Hansen Decl.,
4 ¶8. Originally, the Debtor launched its business to provide infectious disease testing focused on the
5 Women's Health and Urology markets for conditions such as Bacterial Vaginosis (BV), Human
6 Papillomavirus Virus (HPV), Sexually Transmitted Infections (STI) and Urinary Tract Infections
7 (UTI). *Id.*, ¶9.

8 Unfortunately, by the time Debtor leased and built out a laboratory space, purchased lab
9 equipment, validated test methods, and obtained its CLIA license in third quarter of 2020, the
10 COVID-19 pandemic was in full force and there was little demand for our Women's Health testing
11 as very few patients were seeing providers in person. *Id.*, ¶10.

12 There was significant demand for COVID-19 testing and adding the SARS-COV-2 test the
13 Debtor's laboratory test offering was simple and straightforward, so the Debtor pivoted to primarily
14 being a COVID testing laboratory. *Id.*, ¶11. Over the next two years, the Debtor's business grew
15 dramatically, from 5 employees to well over 150 employees, generating millions of COVID testing
16 revenue from 2020 through 2022. *Id.*, ¶12.

17 In early 2022, the availability of rapid point-of-care COVID testing centers increased and
18 thus reduced the market share that the Debtor enjoyed at the initial stages of the pandemic. *Id.*, ¶13.
19 As a result, the Debtor pivoted back to the original business plan to focus on Women's Health and
20 Urology testing. *Id.*, ¶14. Of note, in April 2022, a favorable Medicare Local Coverage
21 Determination (LCD) came out supporting the coverage of a PCR-based UTI test. *Id.*, ¶15. Based on
22 this LCD, the Debtor saw ample opportunity and invested several million dollars into research and
23 development, sales, and marketing of the Debtor's advanced UTI test. *Id.*, ¶16. After a several month
24 development process, the Debtor successfully launched and enjoyed initial success in this area. *Id.*,
25 ¶17.

26 Sadly, a few months later, the Medicare Administrative Contractor (MAC) for the California
27 market (MolDX) decided to go against the LCD and discontinue coverage/payment of PCR-based
28

1 UTI testing. *Id.*, ¶18. This was a massive blow to the Debtor given the amount of time, resources,
2 and energy the Debtor devoted to transitioning from a COVID diagnostic testing center to a
3 Women’s Health and Urology diagnostic testing center. *Id.*, ¶19.

4 **B. Debtor’s Financial Difficulties and the Bankruptcy Purpose**

5 Although the Debtor somewhat successfully navigated the change from a COVID diagnostic
6 testing center to a Women’s Health and Urology diagnostic testing center, the financial strain
7 continued. Hansen Decl., ¶20. Specifically, the Debtor has \$10-15 million in collectible outstanding
8 accounts receivables (“AR”) from COVID-related testing that was backed by the CARES Act. *Id.*,
9 ¶21. And, post-pandemic, many of the health insurances simply stopped paying the COVID-related
10 AR to diagnostic testing centers nationwide. *Id.*, ¶22. The lack of consistent collection on the
11 COVID-AR put a severe strain on the Debtor’s finances.² *Id.*, ¶23. Thus, over time, the Debtor was
12 forced to reduce its workforce substantially, transitioned from an outsized rental unit, and
13 transitioned, yet again, into a different form of diagnostic testing. *Id.*, ¶26.

14 Moving forward, the Debtor has been successful in validating a Pharmacogenomic (PGx)
15 test. *Id.*, ¶27. In light of a recently favorable LCD from MolDX, this new path should generate more
16 market share and growth. *Id.*, ¶27. In addition to validating the PGx test, the Debtor obtained Z-
17 codes for a significant array of gene testing as well as its comprehensive testing. *Id.*, ¶28. Obtaining
18 the Z-codes for this type of testing is important, as, historically, Medicare would not pay for PGx
19 testing absent the requisite Z-code. *Id.*, ¶29. Given the initial success of the PGx launch, the Debtor
20 anticipates that it will be profitable in April 2024 on an accrual basis, and cashflow positive in June
21 or July 2024. *Id.*, ¶30.

22 **C. Debtor’s Secured Lenders**

23 Initially, Debtor believes that that a senior secured lien existed in favor of Mr. Ross
24 Blackburn (“Blackburn”), in the amount of \$2.5 million (“Alleged Blackburn Lien”). Hansen Decl.,
25

26
27 ² 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. *Id.*, ¶24. Crown
has just begun its collections efforts, and will be retained to pursue collection of the COVID-AR in this
Estate. *Id.*, ¶25.

¶31. However, a review of the UCC search does not indicate that Blackburn perfected his lien prior to the filing of the Petition Date (and the underlying documents were prepared and executed between December 2023 and January 2024). A true and correct copy of the UCC search is attached to the Hansen Declaration as Exhibit “3.” Debtor acknowledges that it was the intent of all parties to have the Alleged Blackburn Lien be fully securitized.

Based on a review of the UCC records, Mr. Hansen holds a first priority security interest in all or substantially all of the Debtor’s assets as of the Petition Date. Pursuant to a Loan and Security Agreement, Secured Promissory Note, and Security Agreement dated September 28, 2023 (the “Hansen Loan Documents”), Mr. Hansen lent the Debtor the sum of \$6,162,732.57 secured by all or substantially of the Debtor’s assets (the “Prepetition Hansen Loan”). Among other things, of the proceeds of the Prepetition Hansen Loan, approximately \$4.1 million was used to take out the Debtor’s prior secured creditor, Metropolitan Capital Bank & Trust (“MCBT”), with respect to which the Debtor was in default, on more favorable terms that the Debtor had under the MCBT loan. Additionally, Mr. Hansen provided an additional \$150,000 for a bridge loan to Debtor. Mr. Hansen filed a UCC-1 to perfect his security interest on October 17, 2023. Mr. Hansen’s security interest simply replaced that which MCBT previously held over all or substantially all of the Debtor’s assets.

D. The Petition Date and First Day Motions

On March 29, 2024, the Debtor filed a voluntary SubV Chapter 11 petition under Title 11 of the United States Code (“Petition Date”). A true and correct copy of this Court’s webPACER Docket for Case No. 8:24-bk-10803-TA as of April 23, 2024, is attached to the Bidanset Declaration as Exhibit “1.” Mr. Robert Goe, Esq., was appointed as the SubV Chapter 11 Trustee (“Trustee”). *Id.*, pg. 21. Shortly after the Petition Date, on April 8, 2024, the Debtor filed the following “first day motions:”

- (1) Expedited motion for order approving cash management procedures (“Cash Management Motion”);
- (2) Expedited motion for authorizing payment of pre-petition wages and ongoing employee compensation and benefits (“Payroll Motion”);

1 (3) Expedited motion for the use of cash collateral (“Cash Collateral Motion”); and
2 (4) Expedited motion for continuation of utility service and approval of adequate assurance
3 to utility companies (“Utility Motion,” collectively with the Cash Management Motion,
4 Payroll Motion, and Cash Collateral Motion, the “First Day Motions”).
5 *Id.*, Ex. 1, pgs. 21-22.

6 The First Day Motions were set for hearing for April 11, 2024. *Id.*, pgs. 23-24. At the April
7 11, 2024, hearing, the Court granted in full the Utility Motion, Cash Management Motion, and the
8 Payroll Motion. *Id.*, pg. 24. As to the Cash Collateral Motion, the Court granted the use of cash
9 collateral on an interim basis, and set a final hearing for May 8, 2024. *Id.*, pg. 25.

10 As contemplated in the Cash Collateral Motion, the Debtor was and/or is, in need of a DIP
11 Loan in order to move towards a successful reorganization. Hansen Decl., ¶34; Bidanset Decl., ¶9.
12 Since the hearing on the First Day Motions, counsel for the Debtor has spoken numerous times with
13 counsel for alleged secured creditor, Blackburn, who has confirmed that there is no perfected
14 security interest for the Blackburn Alleged Lien. *Id.*, ¶35. Counsel for Blackburn indicated that in the
15 underlying loan documents, it was the Debtor’s responsibility to perfect for Blackburn, and that Mr.
16 Hansen failed to disclose his October 2023, lien. *Id.*, ¶36. But, a simple UCC search would have
17 elucidated the October 2023 lien, and Mr. Hansen believes that it was expressly discussed that he
18 would subordinate his lien in favor of Blackburn (had he perfected), and the Debtor did not fully
19 grasp that it was responsible for recordation and/or perfection on behalf of Blackburn. *Id.*, ¶37.

20 That said, in an effort of good faith, counsel for the Debtor discussed the possibility of a split
21 DIP loan between Blackburn and Mr. Hansen, with Mr. Hansen agreeing to a subordination of his
22 lien. *Id.*, ¶38. However, to date, no agreement has been reached, and the Debtor has immediate need
23 of the DIP Loan for ongoing payroll related expenditures. *Id.*, ¶39.

24 **3. Rule 4001 of the Federal Rules of Bankruptcy Procedure**

25 In compliance with Rule 4001 of the Federal Rules of Bankruptcy Procedure (“FRBP”) and
26 Rule 4001-2 of the Local Bankruptcy Rules (“LBR”) the Debtor will concurrently file the Form
27 4001.2 finance statement with this instant Motion.
28

1 **4. Summary of the DIP Financing**

2 Through this Motion, the Debtor seeks the entry of an order approving the DIP Loan in the
3 amount of \$800,000. Debtor also seeks authorization to enter into the DIP Loan financing agreement
4 (the “DIP Financing Agreement”) attached as Exhibit “2” to the Bidanset Declaration or a version
5 substantially similar thereto.

6 A summary of the DIP Loan is as follows:

7 The DIP Loan.

8 a. Amount. Pursuant to the terms and conditions of this Agreement, Hansen
9 shall loan Debtor up to \$800,000 to use for its operations.

10 b. Funding. Provided that Debtor is not in default, Hansen shall advance (i) the
11 sum of \$400,000 to Debtor by April 26, 2024 and (ii) additional amounts promptly upon request by
12 Debtor in the amounts requested.

13 c. Interest Rate. Interest shall accrue at a rate of five percent (5%) per annum,
14 compounded annually.

15 d. Payments. Beginning on the first business day of the first month following
16 the Effective Date, Debtor shall be required to make monthly payments equal to the accrued interest
17 under the DIP Loan and Hansen Loan Documents only.

18 e. Term. Principal and all remaining accrued interest shall become due and
19 payable on December 31, 2026.

20 f. Collateral. To secure payment of any and all indebtedness, liabilities, and
21 obligations of Debtor to Hansen under the DIP Loan, Debtor unconditionally and irrevocably
22 assigns, pledges, and grants to Hansen a first priority, continuing security interest and lien in and to
23 all present and future right, title, and interest of Debtor and the Estate in the following property of
24 Debtor and the Estate, wherever located, whether now owned or existing or hereafter acquired:

- 25 i. Accounts, including receivables;
- 26 ii. Chattel paper, whether tangible or electronic;
- 27 iii. Commercial tort claims;
- 28 iv. Deposit accounts;
- v. Documents;
- vi. Equipment;
- vii. Fixtures;

- viii. General intangibles, including payment intangibles, patents, patent applications, trademarks, trademark applications, tradenames, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill and all licenses, permits, agreements of any kind or nature pursuant to which Debtor possesses or uses or has authority to possess or use property (whether tangible or intangible) of Debtor, and all recorded data of any kind or nature, regardless of the medium of recording, including all software, writings, plans, specifications, and schematics;
- ix. Goods;
- x. Instruments, including promissory notes;
- xi. Inventory;
- xii. Investment property;
- xiii. Letter-of-credit rights;
- xiv. Negotiable documents;
- xv. Payment intangibles;
- xvi. Securities;
- xvii. All rights of debtor embodied in or arising out of Debtor's status of any limited liability company, consisting of (i) all economic rights, including all rights to share in the profits and losses of the limited liability company and all rights to receive distributions of the assets of the limited liability company, and (ii) all governance rights, including all rights to vote, consent to action, and otherwise participate in the management of the limited liability company;
- xviii. All substitutions, replacements, and accessions to any of the foregoing; and
- xix. All proceeds and products of any of the foregoing.

g. Carve-Out for Avoidance Actions. The collateral securing Debtor's obligations under this Agreement and the DIP Loan excludes Debtor's and the Estate's claims and causes of action arising under sections 544, 545, 547, and 548 of the Code and the proceeds thereof.

h. Priority and Security Interests.

- i. Pursuant to section 364(c)(1) of the Code, the obligations owed by Debtor to Hansen shall at all times constitute allowed claims in the Case having priority over any and all administrative expenses, diminution claims, and other claims against Debtor, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in section 503(b) or 507(b) of the Code;

- 1 ii. Pursuant to section 364(c)(2) of the Code, the obligations owed by Debtor to
2 Hansen shall be secured by valid, binding, enforceable, non-avoidable,
3 perfected first priority security interests in and liens on any and all
4 unencumbered tangible and intangible property of the Debtor and the Estate,
5 including the Assets;
- 6 iii. Pursuant to section 364(c)(3) of the Code, the obligations owed by Debtor to
7 Hansen shall be secured by valid, binding, enforceable, non-avoidable,
8 perfected first priority security interests in and liens on all tangible and
9 intangible property of the Debtor and the Estate that is subject to valid,
10 perfected and non-avoidable liens in existence on the Petition Date, subject to
11 the provisions of this Agreement providing for a priming lien in favor of
12 Hansen;
- 13 iv. Pursuant to section 364(d) of the Code, the obligations owed by Debtor to
14 Hansen shall be secured by a valid, binding, enforceable, non-avoidable,
15 perfected, first-priority senior “priming” security interest in and lien on all of
16 the tangible and intangible property of the Debtor and the Estate, including the
17 Assets, senior in priority to any and all other security interests and lien
18 interests that exist or may exist in, on, or against the property of the Debtor
19 and/or the Estate, including the Assets;
- 20 v. Hansen’s security interests in and liens on the Assets securing Debtor’s
21 obligations under the Hansen Loan Documents constitute valid, binding,
22 enforceable, non-avoidable, perfected security interests and liens on such
23 Assets.
- 24 i. Pursuant to section 364(d)(1) of the Code, the liens and security interests
25 granted to secure payment of any and all indebtedness, liabilities and obligations of Debtor and the
26 Estate to Hansen under the DIP Loan shall constitute valid, binding, enforceable, non-avoidable,
27 first-priority “priming” security interests and liens senior in priority to any and all other liens and
28 security interests that exist or may exist on or against the Assets.

2. Use of DIP Loan. The DIP Loan shall be used solely in accordance with the Budget
(as defined in the Cash Collateral Motion) and as otherwise necessary for the Debtor’s continued
operations, including to (i) provide working capital and for other general corporate purposes of the
Debtor and (ii) fund interest, fees, and other payments contemplated with respect to the DIP Loan.
Debtor understands and agrees that a permitted use shall be to pay Lender’s reasonable costs, fees
and expenses relating to the DIP Loan.

3. Restatement of the Hansen Loan Documents.

a. Restatement. On the Effective Date, the Hansen Loan Documents shall be
deemed amended and restated consistent with the terms of this Agreement. The Parties shall enter
into such terms addenda, schedules, and other documents as may be necessary to effectuate the
intent of the Parties, and those documents when executed shall be deemed effective as of the
Effective Date. Unless the contest requires otherwise, references hereinbelow to the “Hansen Loan
Documents” are to the documents setting forth such restated terms and conditions.

b. Claim Based on Hansen Loan Documents.

- i. Allowed Amount. Hansen shall have an allowed, fully secured claim in the amount of \$6,012,792.57.
- ii. Collateral. Hansen shall retain the security interests in and liens on property presently securing Debtor's obligations under the Hansen Loan Documents. Hansen's security interests in and liens on such collateral shall have the same priority as the security interests and liens that Hansen currently has in, on, and against such collateral, subject to the terms of this Agreement and the Order.
- iii. Interest Rate. As provided in the Hansen Loan Documents, interest shall accrue at a rate of five percent (5%) per annum, compounded annually.
- iv. Term. As provided in the Hansen Loan Documents, principal and all remaining accrued interest shall become due and payable on December 31, 2026.

See Bidanset Decl., Ex. 2, pgs. 31-34.

5. Legal Argument

Section 364(c)(1) allows a trustee to obtain post-petition financing "with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title." To obtain such financing, the trustee must "demonstrate that it has reasonably attempted, but failed, to obtain unsecured credit under sections 364(a) or (b)." *See In re Ames Dept. Stores Inc.*, 115 B.R. 34, 37 (Bankr S.D.N.Y. 1990). Here, the Debtor discussed a potential DIP loan with a variety of lenders, including, but not limited to Blackburn. Hansen Decl., ¶40. But, no third party (who was contacted) would extend any funds on an unsecured basis. *Id.*, ¶41. Thus, the Debtor was forced to find a secured creditor for a DIP loan. *Id.*, ¶42.

Section 364(d)(1) of the Bankruptcy Code governs the incurrence of senior secured debt or "priming" loans. Pursuant to Section 364(d)(1), the Court may, after notice and a hearing, authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien only if—

- (1) the trustee is unable to obtain such credit otherwise; and
- (2) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted. 11 U.S.C. § 364(d)(1).

1 In satisfying the standards of 11 U.S.C. § 364, a debtor need not seek credit from every
2 available source, but should make a reasonable effort to seek other sources of credit available under
3 § 364(a) and (b). *See, e.g., In re Snowshoe Co.*, 789 F.2d 1085, 1088 (4th Cir. 1986) (trustee had
4 demonstrated by good faith effort that credit was not available without senior lien by unsuccessfully
5 contacting other financial institutions in immediate geographic area; “the statute imposes no duty to
6 seek credit from every possible lender before concluding that such credit is unavailable”); *Ames*,
7 *supra*, 115 B.R. at 40 (finding that debtors demonstrated the unavailability of unsecured financing
8 where debtors approached four lending institutions).

9 In analyzing a motion for post-petition financing, “the court’s discretion under section 364 is
10 to be utilized on the grounds that permit the reasonable business judgment [of the Trustee] to be
11 exercised. . .” *In re Ames Dept. Stores Inc.*, *supra*, at 37. In addition to showing that there is no
12 unsecured financing available, some courts have required that a trustee show that “[t]he credit
13 transaction is necessary to preserve the assets of the estate; and . . . [t]he terms of the transaction are
14 fair, reasonable, and adequate, given the circumstances of the debtor-borrower and the proposed
15 lender.” *In re Aqua Associates*, 123 B.R. 192, 196 (Bankr. E.D. Penn. 1991).

16 Here, the Debtor has obtained a loan on the best terms available to it. Bidanset Decl., ¶13.
17 The terms offered by Mr. Hansen are substantially more benign than the usual DIP lender. *Id.*, ¶14.
18 Again, the Debtor had reached out to counsel for Blackburn and discussed the potential of Blackburn
19 being a co-DIP lender with Mr. Hansen, but, to date, no such agreement has been reached. Hansen
20 Decl., ¶38. In light of Mr. Hansen being the Debtor’s insider and (as of right now) senior secured
21 lender, the CRO negotiated the terms of the DIP Loan on behalf of the Debtor. Bidanset Decl., ¶15.

22 For the sake of full disclosure, the Debtor does acknowledge that the DIP Financing
23 Agreement does provide an affirmation of the \$6 million security interest and loan previously
24 provided by Mr. Hansen, which was perfected in October 2023. Bidanset Decl., ¶16. But, the Debtor
25 believes that even if it was to pursue an action to avoid, preserve, and recover the October 2023, lien
26 pursuant to 11 U.S.C. §§547, 550, and 551, Mr. Hansen would have certain defenses to such an
27 action, many of which appear to be valid. Bidanset Decl., ¶17. Thus, it is uncertain at best whether a
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1 preference action to avoid Mr. Hansen's lien would be successful. Bidanset Decl., ¶18. Moreover,
2 without the funding contemplated by the DIP Loan, the Debtor will not be able to pay ongoing
3 payroll expenses, and, reorganization would be in serious doubt. Bidanset Decl., ¶19.

4 Bottom line, the Terms of the DIP Loan are fair and reasonable, given the circumstances of
5 this instant case. Bidanset Decl., ¶20. Again, the Debtor reached out to Blackburn shortly after being
6 contacted by his counsel, and tried to negotiate a DIP loan that would abate the concerns and the
7 lack of perfection by Blackburn. Hasen Decl., ¶38. But, to date, no agreement has been reached. *Id.*,
8 ¶39. Thus, the Debtor was left with no other choice but to negotiate the existing DIP Loan and
9 Financing Agreement. *Id.* ¶42. The CRO submits that the DIP Loan and the DIP Budget are in the
10 best interest of the Estate, and requests that the Court grant the Motion. Bidanset Decl., ¶21.

11 **6. Procedural Requirements**

12 FRBP 4001(c) sets forth procedural requirements for obtaining credit. Specifically, FRBP
13 4001(c)(1) requires that: "A motion for authority to obtain credit shall be made in accordance with
14 Rule 9014 and shall be served on . . . the creditors included on the list filed pursuant to Rule 1007(d),
15 and on such other entities as the court may direct. The motion shall be accompanied by the copy of
16 the agreement." A copy of the Motion has been served by regular mail to the Debtor's 20 largest
17 unsecured creditors, the Office of the United States Trustee, and all creditors with an alleged security
18 interest. Accordingly, the Motion complies with the requirements of FRBP 4001(c)(1), and thus the
19 Debtor requests that the Court authorize the Debtor to enter into the DIP Loan.

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1 **7. Conclusion**

2 Under the circumstances of these cases, Debtor requests that the Court grant the Motion
3 authorizing a draw of least \$100,000, on an interim basis, to cover the Debtor's necessary expenses
4 and set a final hearing on the matter within the next 30 days, and grant the Debtor such other and
5 further relief as is just and appropriate under the circumstances of this case.

6
7 Dated: April 23, 2024

MARSHACK HAYS WOOD LLP

8
9 By: /s/ David A. Wood

10 MATTHEW W. GRIMSHAW
11 DAVID A. WOOD
12 Attorneys for
13 BRIDGE DIAGNOSTICS, LLC
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Declaration of Jason Hansen

I, JASON HANSEN, declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.
2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.
3. The facts set forth below are true of my personal knowledge.
4. I am the Managing Member of BRIDGE DIAGNOSTICS, LLC, the Debtor in the above-captioned case ("Debtor").
5. I have been Debtor's Managing Member since Debtor's inception.
6. I make this Declaration in support of authorizing the Debtor to obtain a post-petition loan on the terms and conditions specified in the Debtor's Financing Agreement ("Motion"). A true and correct copy of the DIP Financing Agreement (as defined in the Motion) is attached to the Bidanset Declaration as Exhibit "2."
7. All terms not defined herein are used as they are defined in the Motion.
8. The Debtor is a clinical diagnostics laboratory that was founded in April 2020.
9. Originally, the Debtor launched its business to provide infectious disease testing focused on the Women's Health and Urology markets for conditions such as Bacterial Vaginosis (BV), Human Papillomavirus Virus (HPV), Sexually Transmitted Infections (STI) and Urinary Tract Infections (UTI).
10. Unfortunately, by the time Debtor leased and built out a laboratory space, purchased lab equipment, validated test methods, and obtained its CLIA license in third quarter of 2020, the COVID-19 pandemic was in full force and there was little demand for our Women's Health testing as very few patients were seeing providers in person.
11. There was significant demand for COVID-19 testing and adding the SARS-COV-2 test the Debtor's laboratory test offering was simple and straightforward, so the Debtor pivoted to primarily being a COVID testing laboratory.
12. Over the next two years, the Debtor's business grew dramatically, from 5

1 employees to well over 150 employees, generating millions of COVID testing revenue from
2 2020 through 2022.

3 13. In early 2022, the availability of rapid point-of-care COVID testing centers
4 increased and thus reduced the market share that the Debtor enjoyed at the initial stages of the
5 pandemic.

6 14. As a result, the Debtor pivoted back to the original business plan to focus on
7 Women's Health and Urology testing.

8 15. Of note, in April 2022, a favorable Medicare Local Coverage Determination
9 (LCD) came out supporting the coverage of a PCR-based UTI test.

10 16. Based on this LCD, the Debtor saw ample opportunity and invested several
11 million dollars into research and development, sales, and marketing of the Debtor's advanced
12 UTI test.

13 17. After a several month development process, the Debtor successfully launched and
14 enjoyed initial success in this area.

15 18. Sadly, a few months later, the Medicare Administrative Contractor (MAC) for the
16 California market (MolDX) decided to go against the LCD and discontinue coverage/payment of
17 PCR-based UTI testing.

18 19. This was a massive blow to the Debtor given the amount of time, resources, and
19 energy the Debtor devoted to transitioning from a COVID diagnostic testing center to a
20 Women's Health and Urology diagnostic testing center.

21 20. Although the Debtor somewhat successfully navigated the change from a COVID
22 diagnostic testing center to a Women's Health and Urology diagnostic testing center, the
23 financial strain continued.

24 21. Specifically, the Debtor has approximately \$10-15 million in collectible
25 outstanding accounts receivables ("AR") from COVID-related testing that was backed by the
26 CARES Act.

27 22. And, post-pandemic, many of the health insurances simply stopped paying the
28

1 COVID-related AR to diagnostic testing centers nationwide.

2 23. The lack of consistent collection on the COVID-AR put a severe strain on the
3 Debtor's finances.

4 24. Pre-petition, the Debtor retained Crown Medical Collection, a healthcare accounts
5 receivable collection firm, that focuses heavily on collection of COVID-related AR as set forth
6 in the CARES Act.

7 25. Crown has just begun its collections efforts, and will be retained to pursue
8 collection of the COVID-AR in this Estate.

9 26. Thus, over time, the Debtor was forced to reduce its workforce substantially,
10 transitioned from an outsized rental unit, and transitioned, yet again, into a different form of
11 diagnostic testing.

12 27. Moving forward, the Debtor has been successful in validating a
13 Pharmacogenomic (PGx) test. In light of a recently favorable LCD from MolDX, this new path
14 should generate more market share and growth.

15 28. In addition to validating the PGx test, the Debtor obtained Z-codes for a
16 significant array of gene testing as well as its comprehensive testing.

17 29. Obtaining the Z-codes for this type of testing is important, as, historically,
18 Medicare would not pay for PGx testing absent the requisite Z-code.

19 30. Given the initial success of the PGx launch, the Debtor anticipates that it will be
20 profitable in April 2024 on an accrual basis, and cashflow positive in June or July 2024.

21 31. Debtor believes that that its senior secured lien is in favor of Mr. Ross Blackburn
22 ("Blackburn"), in the amount of \$2.5 million ("Alleged Blackburn Lien").

23 32. I am informed and believe that a review of the UCC search does not indicate that
24 Blackburn perfected his lien prior to the filing of the Petition Date (and the underlying
25 documents were prepared and executed between December 2023 and January 2024). A true and
26 correct copy of the UCC search is attached here as Exhibit "3."

27 33. Debtor acknowledges that it was the intent of all parties to have the Alleged
28

1 Blackburn Lien be fully securitized.

2 34. As contemplated in the Cash Collateral Motion, the Debtor was in need of a DIP
3 loan in order to move towards a successful reorganization.

4 35. Since the hearing on the First Day Motions, I am informed and believe that
5 counsel for the Debtor has spoken numerous times with counsel for Blackburn, and it is
6 confirmed that there is no security interest that perfects the Alleged Blackburn Lien.

7 36. I am informed and believe that counsel for Blackburn has indicated pursuant to
8 the underlying loan documents, it was the Debtor's responsibility to perfect on behalf of its
9 lender, and that, allegedly, I failed to disclose the existence of my October 2023 loan and lien.

10 37. I am informed and believe that a simple UCC search would have confirmed that
11 the Alleged Blackburn Lien was not perfected. And, I recall disclosing the October 2023 loan
12 and lien to Blackburn, as there were discussions in which I agreed to subordinate my lien to
13 Blackburn had he perfected pre-petition.

14 38. That being said, in an abundance of good faith, I instructed my counsel to discuss
15 the possibility of a potential co-DIP loan between myself and Blackburn with a "roll up" feature,
16 and by which I would agree to subordinate my October 2023 lien in favor of Blackburn.

17 39. To date, no agreement has been reached, and the Debtor has immediate need of
18 the DIP loan for ongoing payroll related expenditures.

19 40. Prior to agreeing to fund the DIP Loan, I discussed obtaining an unsecured loan
20 from various parties, including, Blackburn (through an intermediary).

21 41. But, no third party (who was contacted) would extend any funds on an unsecured
22 basis.

23 42. Thus, the Debtor was forced to find a secured creditor for a DIP loan.

24 I declare under penalty of perjury that the foregoing is true and correct. Executed on April
25 22, 2024

26
27 
28 JASON HANSEN,
MANAGING MEMBER

Declaration of Edward Bidanset

I, EDWARD BIDANSET, declare as follows:

1. I am an individual over 18 years of age and competent to make this Declaration.
2. If called upon to do so, I could and would competently testify as to the facts set forth in this Declaration.
3. The facts set forth below are true of my personal knowledge.
4. I am a founding partner of Cutsheet Express LLC ("CE").
5. I am the Chief Restructuring Officer ("CRO") of BRIDGE DIAGNOSTICS, LLC, (collectively, the "Debtor") in the above-captioned case.
6. I make this Declaration in support of authorizing the Debtor to obtain a post-petition loan on the terms and conditions specified in the Debtor's Financing Agreement ("Motion").
7. All terms not defined herein are used as they are defined in the Motion.
8. A true and correct copy of this Court's webPACER Docket for Case No. 8:24-bk-10803-TA as of April 23, 2024, is attached here as Exhibit "1."
9. As contemplated in the Cash Collateral Motion, the Debtor was in need of a DIP loan in order to move towards a successful reorganization. A true and correct copy of the DIP Financing Agreement is attached here as Exhibit "2."
10. Prior to agreeing to fund the DIP Loan, I am informed and believe that Mr. Hansen discussed obtaining an unsecured loan from various parties, including, Blackburn (through an intermediary).
11. But, no third party (who was contacted) would extend any funds on an unsecured basis.
12. Thus, the Debtor was forced to find a secured creditor for a DIP loan.
13. I believe that the Debtor has obtained the DIP Loan with the best terms available to it.
14. The terms offered by Mr. Hansen in the DIP Financing Agreement are more

1 benign than the usual DIP lender, and there are far less draconian terms than usual being offered
2 through the DIP Financing Agreement.

3 15. In light of Mr. Hansen being the Debtor's insider (and as of right now the senior
4 secured lender), I negotiated the terms of the DIP Loan on behalf of the Debtor.

5 16. For the sake of full disclosure, I acknowledge that the DIP Financing Agreement
6 does provide an affirmation of the \$6 million security interest and loan previously provided by
7 Mr. Hansen, which was perfected in October 2023.

8 17. I am informed and believe that even if it was to pursue an action to avoid,
9 preserve, and recover the October 2023, lien pursuant to 11 U.S.C. §§547, 550, and 551, Mr.
10 Hansen would have certain defenses to such an action.

11 18. It is not certain that a preference action would be successful.

12 19. Moreover, without the funding contemplated by the DIP Loan, the Debtor would
13 not be able to pay ongoing payroll expenses, and, reorganization would be in serious doubt.

14 20. Bottom line, the Terms of the DIP Loan are fair and reasonable, given the
15 circumstances of this instant case.

16 21. The Debtor has an need for immediate access to at least \$100,000 from the DIP
17 Loan in order to cover its operating expenses for the next approximately 30 days. Those funds
18 will be used in accordance with the budget and specifically to pay (a) payroll by April 26, 2024,
19 (b) rent to Debtor's landlord, and (c) a quarterly licensing fees for software that is integral to
20 Debtor's operations.

21 22. I declare under penalty of perjury that the foregoing is true and correct. Executed
22 on April ____, 2024.

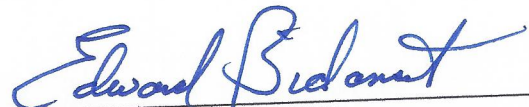
23 
24 EDWARD BIDANSET
25
26
27
28

Exhibit “1”

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Subchapter_V, PlnDue

**U.S. Bankruptcy Court
Central District of California (Santa Ana)
Bankruptcy Petition #: 8:24-bk-10803-TA**

Assigned to: Theodor Albert
Chapter 11
Voluntary
Asset

Date filed: 03/29/2024
341 meeting: 04/26/2024
Deadline for filing claims: 06/07/2024
Deadline for filing claims (govt.): 09/25/2024
Deadline for objecting to discharge: 06/25/2024

Debtor

Bridge Diagnostic, LLC
120 Vantis Drive, Suite 570
Aliso Viejo, CA 92656-2618
ORANGE-CA
Tax ID / EIN: 85-0602662

represented by **David Wood**

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Trustee

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U.S. Trustee

United States Trustee (SA)
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Filing Date	#	Docket Text
03/29/2024	<u>1</u> (14 pgs)	Chapter 11 Subchapter V Voluntary Petition Non-Individual. Fee Amount \$1738 Filed by Bridge Diagnostic, LLC Chapter 11 Plan Subchapter V Due by 06/27/2024.Appointment of health care ombudsman due by 04/29/2024 (Wood, David) See docket entry no 2 for correction. Case's deficient List of Equity Security Holders due 4/12/2024. Summary of Assets and Liabilities (Form 106Sum or 206Sum) due 4/12/2024. Schedule A/B: Property (Form 106A/B or 206A/B) due 4/12/2024. Schedule D: Creditors Who Have Claims Secured by Property (Form 106D or 206D) due 4/12/2024. Schedule E/F: Creditors Who Have Unsecured Claims (Form 106E/F or 206E/F) due 4/12/2024. Schedule G: Executory Contracts and Unexpired Leases (Form 106G or 206G) due 4/12/2024. Schedule H: Your Codebtors (Form 106H or 206H) due 4/12/2024. Declaration Under Penalty of Perjury for Non-Individual Debtors (Form 202) due 4/12/2024. Statement of Financial Affairs (Form 107 or 207) due 4/12/2024. Incomplete

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		Filings due by 4/12/2024. Corporate Resolution Authorizing Filing of Petition due 4/12/2024. Corporate Ownership Statement (LBR Form F1007-4) due by 4/12/2024. Statement of Related Cases (LBR Form F1015-2) due 4/12/2024. Disclosure of Compensation of Attorney for Debtor (Form 2030) due 4/12/2024. Verification of Master Mailing List of Creditors (LBR Form F1007-1) due 4/12/2024. Modified on 4/1/2024 (VN). (Entered: 03/29/2024)
03/29/2024		Receipt of Voluntary Petition (Chapter 11)(<u>8:24-bk-10803</u>) [misc,volp11] (1738.00) Filing Fee. Receipt number A56679276. Fee amount 1738.00. (re: Doc# <u>1</u>) (U.S. Treasury) (Entered: 03/29/2024)
03/29/2024		Set Case Commencement Deficiency Deadlines (def/deforco) (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Bridge Diagnostic, LLC) List of Equity Security Holders due 4/12/2024. Summary of Assets and Liabilities (Form 106Sum or 206Sum) due 4/12/2024. Schedule A/B: Property (Form 106A/B or 206A/B) due 4/12/2024. Schedule D: Creditors Who Have Claims Secured by Property (Form 106D or 206D) due 4/12/2024. Schedule E/F: Creditors Who Have Unsecured Claims (Form 106E/F or 206E/F) due 4/12/2024. Schedule G: Executory Contracts and Unexpired Leases (Form 106G or 206G) due 4/12/2024. Schedule H: Your Codebtors (Form 106H or 206H) due 4/12/2024. Declaration Under Penalty of Perjury for Non-Individual Debtors (Form 202) due 4/12/2024. Statement of Financial Affairs (Form 107 or 207) due 4/12/2024. Incomplete Filings due by 4/12/2024. (VN) (Entered: 04/01/2024)
03/29/2024		Set Case Commencement Deficiency Deadlines (ccdn) (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Bridge Diagnostic, LLC) Corporate Resolution Authorizing Filing of Petition due 4/12/2024. Corporate Ownership Statement (LBR Form F1007-4) due by 4/12/2024. Statement of Related Cases (LBR Form F1015-2) due 4/12/2024. Disclosure of Compensation of Attorney for Debtor (Form 2030) due 4/12/2024. Verification of Master Mailing List of Creditors (LBR Form F1007-1) due 4/12/2024. (VN) (Entered: 04/01/2024)
04/01/2024	2	Notice to Filer of Error and/or Deficient Document Petition was filed as complete, but schedules or statements are deficient. THE FILER IS INSTRUCTED TO FILE THE DEFICIENT DOCUMENTS. (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Bridge Diagnostic, LLC) (VN) (Entered: 04/01/2024)
04/01/2024	<u>3</u> (1 pg)	Case Commencement Deficiency Notice (BNC) (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Bridge Diagnostic, LLC) (VN) (Entered: 04/01/2024)
04/01/2024	<u>4</u> (1 pg)	Notice of Case Deficiency Under 11 U.S.C. Sec. 521(a)(1) and Bankruptcy Rule 1007 (BNC) (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Bridge Diagnostic, LLC) (VN) (Entered: 04/01/2024)
04/01/2024	5	Request for a Certified Copy Fee Amount \$12. The document will be sent via email to :cbastida@marshackhays.com: Filed by Debtor Bridge Diagnostic, LLC (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11)). (Wood, David) (Entered: 04/01/2024)
04/01/2024		Receipt of Request for a Certified Copy(<u>8:24-bk-10803-TA</u>) [misc,paycert] (12.00) Filing Fee. Receipt number A56684317. Fee amount 12.00. (re: Doc# 5) (U.S. Treasury) (Entered: 04/01/2024)

04/01/2024	<u>6</u> (3 pgs)	Notice of Appointment of Trustee <i>and Acceptance of Subchapter V Trustee</i> . Robert Paul Goe (TR) added to the case. Filed by U.S. Trustee United States Trustee (SA). (united states trustee (kmh)) (Entered: 04/01/2024)
04/01/2024	<u>7</u> (2 pgs)	Meeting of Creditors 341(a) meeting to be held on 4/26/2024 at 10:00 AM at UST-SA2, TELEPHONIC MEETING. CONFERENCE LINE:1-866-919-3126, PARTICIPANT CODE:3803126. Last day to oppose discharge or dischargeability is 6/25/2024. Proofs of Claims due by 6/7/2024. Government Proof of Claim due by 9/25/2024. (JL) (Entered: 04/01/2024)
04/01/2024	8	Certified Copy Emailed to cbastida@marshackhays.com (Entered: 04/01/2024)
04/03/2024	<u>9</u> (2 pgs)	Order Setting Schedule And Case Management Conference In SubChapter V Case - Hearing Will Be Held On May 08, 2024 at 10:00 A.M., Rm 5B Via ZoomGov (BNC-PDF) (Related Doc # <u>1</u>) Signed on 4/3/2024 (GD) (Entered: 04/03/2024)
04/03/2024	10	Hearing Set Status Conference (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Bridge Diagnostic, LLC) Status hearing to be held on 5/8/2024 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (GD) (Entered: 04/03/2024)
04/03/2024	<u>11</u> (4 pgs)	BNC Certificate of Notice (RE: related document(s) <u>7</u> Meeting of Creditors Chapter 11 (Corporations or Partnerships under Subchapter V) (309F2)) No. of Notices: 23. Notice Date 04/03/2024. (Admin.) (Entered: 04/03/2024)
04/03/2024	<u>12</u> (2 pgs)	BNC Certificate of Notice (RE: related document(s) <u>3</u> Case Commencement Deficiency Notice (BNC)) No. of Notices: 1. Notice Date 04/03/2024. (Admin.) (Entered: 04/03/2024)
04/03/2024	<u>13</u> (2 pgs)	BNC Certificate of Notice (RE: related document(s) <u>4</u> Notice of Case Deficiency (11 U.S.C. Sec. 521 & Rule 1007) (Ch 11/12) (BNC)) No. of Notices: 1. Notice Date 04/03/2024. (Admin.) (Entered: 04/03/2024)
04/04/2024	<u>14</u> (11 pgs)	Declaration Under Penalty of Perjury for Non-Individual Debtors (Official Form 202) , Chapter 11 or Chapter 9 Cases Non-Individual:: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Form 104 or 204) <i>Amended with Proof of Service</i> Filed by Debtor Bridge Diagnostic, LLC (RE: related document(s) Set Case Commencement Deficiency Deadlines (def/deforco)). (Wood, David) (Entered: 04/04/2024)
04/05/2024	<u>15</u> (490 pgs)	Declaration Under Penalty of Perjury for Non-Individual Debtors (Official Form 202) <i>with Proof of Service</i> Filed by Debtor Bridge Diagnostic, LLC. (Wood, David) (Entered: 04/05/2024)
04/05/2024	<u>16</u> (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>9</u> Order (Generic) (BNC-PDF)) No. of Notices: 1. Notice Date 04/05/2024. (Admin.) (Entered: 04/05/2024)
04/08/2024	<u>17</u> (16 pgs)	<i>Motion Debtor's Expedited Motion for Order Approving Cash Management Procedures Pursuant to 11 U.S.C. Section 105, 345, and 363; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of Service [Hrg. 4/11/24 at 10:00 a.m.]</i> Filed by Debtor Bridge Diagnostic, LLC (Wood, David) (Entered: 04/08/2024)

04/08/2024	<u>18</u> (25 pgs)	Motion <i>Debtor's Expedited Motion for Order Authorizing Payment of (1) Prepetition Wages and (2) Ongoing Employee Compensation and Benefits; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of Service [Hrg. 4/11/24 at 10:00 a.m.]</i> Filed by Debtor Bridge Diagnostic, LLC (Wood, David) (Entered: 04/08/2024)
04/08/2024	<u>19</u> (31 pgs)	Motion for Continuation of Utility Service and Approval of Adequate Assurance of Payment to Utility Company Under Section 366(b) <i>Debtor's Expedited Motion for Order Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service, (B) Deeming Utilities Adequately Assured of Future Performance, and (C) Establishing Procedures for Additional Adequate Assurance of Payment; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of Service [Hrg. 04/11/24 at 10:00 a.m.]</i> Filed by Debtor Bridge Diagnostic, LLC (Wood, David) (Entered: 04/08/2024)
04/08/2024	20	Hearing Set (RE: related document(s) <u>17</u> Expedited Motion for Order Approving Cash Management filed by Debtor Bridge Diagnostic, LLC) The Hearing date is set for 4/11/2024 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (GD) (Entered: 04/08/2024)
04/08/2024	21	Hearing Set (RE: related document(s) <u>18</u> Expedited Motion For Order Authorizing Payment Of (1) Prepetition Wages And (2) Ongoing Employee Compensation and Benefits filed by Debtor Bridge Diagnostic, LLC) The Hearing date is set for 4/11/2024 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (GD) (Entered: 04/08/2024)
04/08/2024	<u>22</u> (29 pgs)	Motion to Use Cash Collateral <i>Debtor's Expedited Motion for Order Authorizing Use of Cash Collateral to Confirm That Its Secured Creditor is Adequately Protected; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of Service [Hrg. 4/11/2024 at 10:00 a.m.]</i> Filed by Debtor Bridge Diagnostic, LLC (Wood, David) (Entered: 04/08/2024)
04/08/2024	<u>23</u> (8 pgs)	Notice of Hearing <i>Notice of Hearings on Emergency Motions</i> Filed by Debtor Bridge Diagnostic, LLC (RE: related document(s) <u>17</u> Motion <i>Debtor's Expedited Motion for Order Approving Cash Management Procedures Pursuant to 11 U.S.C. Section 105, 345, and 363; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of Service [Hrg. 4/11/24 at 10:00 a.m.]</i> Filed by Debtor Bridge Diagnostic, LLC, <u>18</u> Motion <i>Debtor's Expedited Motion for Order Authorizing Payment of (1) Prepetition Wages and (2) Ongoing Employee Compensation and Benefits; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of Service [Hrg. 4/11/24 at 10:00 a.m.]</i> Filed by Debtor Bridge Diagnostic, LLC, <u>19</u> Motion for Continuation of Utility Service and Approval of Adequate Assurance of Payment to Utility Company Under Section 366(b) <i>Debtor's Expedited Motion for Order Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service, (B) Deeming Utilities Adequately Assured of Future Performance, and (C) Establishing Procedures for Additional Adequate Assurance of Payment; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of Service [Hrg. 04/11/24 at 10:00 a.m.]</i> Filed by Debtor Bridge Diagnostic, LLC, <u>22</u> Motion to Use Cash Collateral <i>Debtor's Expedited Motion for Order Authorizing Use of Cash Collateral to Confirm That Its Secured Creditor is Adequately Protected; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support;</i>

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		with Proof of Service [Hrg. 4/11/2024 at 10:00 a.m.] Filed by Debtor Bridge Diagnostic, LLC). (Wood, David) (Entered: 04/08/2024)
04/08/2024	<u>24</u> (6 pgs)	Notice Supplemental Notice of Hearing to Be Held Remotely Using ZoomGov Audio and Video Filed by Debtor Bridge Diagnostic, LLC (RE: related document(s) <u>17</u> Motion Debtor's Expedited Motion for Order Approving Cash Management Procedures Pursuant to 11 U.S.C. Section 105, 345, and 363; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of Service [Hrg. 4/11/24 at 10:00 a.m.] Filed by Debtor Bridge Diagnostic, LLC, <u>18</u> Motion Debtor's Expedited Motion for Order Authorizing Payment of (1) Prepetition Wages and (2) Ongoing Employee Compensation and Benefits; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of Service [Hrg. 4/11/24 at 10:00 a.m.] Filed by Debtor Bridge Diagnostic, LLC, <u>19</u> Motion for Continuation of Utility Service and Approval of Adequate Assurance of Payment to Utility Company Under Section 366(b) Debtor's Expedited Motion for Order Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service, (B) Deeming Utilities Adequately Assured of Future Performance, and (C) Establishing Procedures for Additional Adequate Assurance of Payment; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of Service [Hrg. 04/11/24 at 10:00 a.m.] Filed by Debtor Bridge Diagnostic, LLC, <u>22</u> Motion to Use Cash Collateral Debtor's Expedited Motion for Order Authorizing Use of Cash Collateral to Confirm That Its Secured Creditor is Adequately Protected; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of Service [Hrg. 4/11/2024 at 10:00 a.m.] Filed by Debtor Bridge Diagnostic, LLC). (Wood, David) (Entered: 04/08/2024)
04/08/2024	25	Hearing Set (RE: related document(s) <u>19</u> Motion for Continuation of Utility Service filed by Debtor Bridge Diagnostic, LLC) The Hearing date is set for 4/11/2024 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (GD) (Entered: 04/09/2024)
04/08/2024	26	Hearing Set (RE: related document(s) <u>22</u> Motion to Use Cash Collateral filed by Debtor Bridge Diagnostic, LLC) The Hearing date is set for 4/11/2024 at 10:00 AM at Crtrm 5B, 411 W Fourth St., Santa Ana, CA 92701. The case judge is Theodor Albert (GD) (Entered: 04/09/2024)
04/09/2024	<u>27</u> (4 pgs)	Proof of service Amended Proof of Service re: Emergency Motions [Dk. Nos. 17-19 and 22] and Notice of Hearing [Dk. No. 23] and Supplemental Notice of Hearing [Dk. No. 24] Filed by Debtor Bridge Diagnostic, LLC (RE: related document(s) <u>17</u> Motion Debtor's Expedited Motion for Order Approving Cash Management Procedures Pursuant to 11 U.S.C. Section 105, 345, and 363; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; with Proof of, <u>18</u> Motion Debtor's Expedited Motion for Order Authorizing Payment of (1) Prepetition Wages and (2) Ongoing Employee Compensation and Benefits; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jason Hansen in Support; wi, <u>19</u> Motion for Continuation of Utility Service and Approval of Adequate Assurance of Payment to Utility Company Under Section 366(b) Debtor's Expedited Motion for Order Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service,, <u>22</u> Motion to Use Cash Collateral Debtor's Expedited Motion for Order Authorizing Use of Cash Collateral to Confirm That Its Secured Creditor is Adequately Protected; Memorandum of Points and Authorities; and Declarations of Edward Bidanset and Jaso). (Wood, David) (Entered: 04/09/2024)

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04/09/2024	<u>28</u> (2 pgs)	Order Setting Hearing On: (1) Order Prohibiting Utility Providers From Altering, Refusing Or Discontinuing Service, (B) Deeming Utilities Adequately Assured Of Future Performance, And (C) Establishing Procedures For Resolving Requests For Additional Adequate Assurance Of Payment; (2) Order Authorizing Use Of Cash Collateral To Confirm That Its Secured Creditor Is Adequately Protected; (3) Order Authorizing Payment Of (1) Prepetition Wages And (2) Ongoing Employee Compensation And Benefits; And (4) For Order Approving Cash Management Procedures Pursuant To 11 USC §§ 105, 345, And 363 (BNC-PDF) (Related Doc # <u>17</u>) Signed on 4/9/2024 (GD) (Entered: 04/09/2024)
04/11/2024	29	Hearing Held (RE: related document(s) <u>17</u> Debtor's Expedited Motion For Order Approving Cash Management Procedures Pursuant To 11 USC Section 105, 345, and 363 filed by Debtor Bridge Diagnostic, LLC) Motion is granted. Movant to submit order. (GD) (Entered: 04/11/2024)
04/11/2024	30	Hearing Held (RE: related document(s) <u>18</u> Debtor's Motion Expedited Motion For Order Authorizing Payment Of (1) Prepetition Wages And (2) Ongoing Employee Compensation And Benefits filed by Debtor Bridge Diagnostic, LLC) - Motion is granted. Movant to submit order. (GD) (Entered: 04/11/2024)
04/11/2024	31	Hearing Held (RE: related document(s) <u>19</u> Motion for Continuation of Utility Service filed by Debtor Bridge Diagnostic, LLC) - Motion is granted. Movant to submit order. (GD) (Entered: 04/11/2024)
04/11/2024	32	Hearing Held (RE: related document(s) <u>22</u> Debtor's Expedited Motion to Use Cash Collateral filed by Debtor Bridge Diagnostic, LLC) Motion is granted on an interim basis. Continued to May 8, 2024 at 10:00 a.m. Movant to submit order. (GD) (Entered: 04/11/2024)
04/11/2024	<u>33</u> (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>28</u> Order on Generic Motion (BNC-PDF)) No. of Notices: 1. Notice Date 04/11/2024. (Admin.) (Entered: 04/11/2024)
04/12/2024	<u>34</u> (2 pgs)	Order Granting Debtor's Expedited Motion For Order Approving Cash Management Procedures Pursuant To 11 USC §§ 105, 345, And 363 (BNC-PDF) (Related Doc # <u>17</u>) - Please See Order - Signed on 4/12/2024 (GD) (Entered: 04/12/2024)
04/12/2024	<u>35</u> (2 pgs)	Order Granting Debtor's Expedited Motion For Order Authorizing Payment of (1) PrePetition Wages And (2) Ongoing Employee Compensation And Benefits (BNC-PDF) (Related Doc # <u>18</u>) - Please See order - Signed on 4/12/2024 (GD) (Entered: 04/12/2024)
04/12/2024	<u>36</u> (2 pgs)	Order Granting Debtor's Expedited Motion For Order Prohibiting Utility Providers From Altering, Refusing Or Discontinuing Service, (B) Deeming Utilities Adequately Assured of Future Performances, And (C) Establishing Procedures For Resolving Requests For Additional Adequate Assurance Of Payment (BNC-PDF) (Related Doc # <u>19</u>) - Please See Order Signed on 4/12/2024 (GD) (Entered: 04/12/2024)
04/12/2024	<u>37</u> (11 pgs)	Ex parte application <i>Notice of Ex Parte Motion and Motion for an Order Extending Time within Which Debtor Must File Schedules, Statement of Financial Affairs and Other Required Documents with Proof of Service</i> Filed by Debtor Bridge Diagnostic, LLC (Wood, David) (Entered: 04/12/2024)

4/23/24, 2:29 PM

CM/ECF - U.S. Bankruptcy Court (NG 1.7.1.1 - LIVE)

04/12/2024	<u>38</u> (8 pgs)	Notice with Proof of Service Filed by Debtor Bridge Diagnostic, LLC (RE: related document(s) <u>9</u> Order Setting Schedule And Case Management Conference In SubChapter V Case - Hearing Will Be Held On May 08, 2024 at 10:00 A.M., Rm 5B Via ZoomGov (BNC-PDF) (Related Doc # <u>1</u>) Signed on 4/3/2024 (GD)). (Wood, David) (Entered: 04/12/2024)
04/12/2024	<u>39</u> (5 pgs)	Supplemental Notice of Hearing to Be Held Remotely Using ZoomGov Audio and Video with Proof of Service Filed by Debtor Bridge Diagnostic, LLC. (Wood, David) (Entered: 04/12/2024)
04/12/2024	<u>40</u> (2 pgs)	Order Authorization Debtor's Use Of Cash Collateral To Confirm That Its Secured Creditor Is Adequately Protected (BNC-PDF) (Related Doc # <u>22</u>) Signed on 4/12/2024 (GD) (Entered: 04/12/2024)
04/14/2024	<u>41</u> (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>34</u> Order on Generic Motion (BNC-PDF)) No. of Notices: 1. Notice Date 04/14/2024. (Admin.) (Entered: 04/14/2024)
04/14/2024	<u>42</u> (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>35</u> Order on Generic Motion (BNC-PDF)) No. of Notices: 1. Notice Date 04/14/2024. (Admin.) (Entered: 04/14/2024)
04/14/2024	<u>43</u> (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>36</u> Order on Motion for Continuation of Utility Service (BNC-PDF)) No. of Notices: 1. Notice Date 04/14/2024. (Admin.) (Entered: 04/14/2024)
04/15/2024	<u>44</u> (2 pgs)	ORDER Extending Time Within Which Debtor Must File Schedules, Statements Of Financial Affairs And Other Required Documents Pursuant To Federal Rule Of Bankruptcy Procedure 1007(C) And Local Bankruptcy Rule 1007-1(B) (BNC-PDF) - IT IS ORDERED: 1. The Motion is granted; 2. Deadline for Debtor to file the Documents is Extended to April 19, 2024. Signed on 4/15/2024. (GD) (Entered: 04/15/2024)
04/17/2024	<u>45</u> (8 pgs)	Notice of Entered Order Authorizing Debtor's Use of Cash Collateral to Confirm that its Secured Creditor is Adequately Protected and Continued Hearing on Cash Collateral Motion with Proof of Service Filed by Debtor Bridge Diagnostic, LLC (RE: related document(s) <u>40</u> Order Authorization Debtor's Use Of Cash Collateral To Confirm That Its Secured Creditor Is Adequately Protected (BNC-PDF) (Related Doc # <u>22</u>) Signed on 4/12/2024 (GD)). (Wood, David) (Entered: 04/17/2024)
04/17/2024	<u>46</u> (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>40</u> Order on Motion to Use Cash Collateral (BNC-PDF)) No. of Notices: 1. Notice Date 04/17/2024. (Admin.) (Entered: 04/17/2024)
04/17/2024	<u>47</u> (3 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s) <u>44</u> ORDER to extend time (Generic Order - No Motion) (BNC-PDF)) No. of Notices: 1. Notice Date 04/17/2024. (Admin.) (Entered: 04/17/2024)
04/19/2024	<u>48</u> (76 pgs)	Declaration Under Penalty of Perjury for Non-Individual Debtors (Official Form 202) , Non-Individual: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Form 104 or 204) , List of Equity Security Holders , Statement of Related Cases (LBR Form 1015-2.1) , Summary of Assets and Liabilities for Non-Individual (Official Form 106Sum or 206Sum) , Schedule A/B Non-Individual: Property (Official Form 106A/B or 206A/B) , Schedule D Non-Individual: Creditors Who Have Claims Secured by Property (Official Form

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		106D or 206D) , Schedule E/F Non-Individual: Creditors Who Have Unsecured Claims (Official Form 106F or 206F) , Schedule G Non-Individual: Executory Contracts and Unexpired Leases (Official Form 106G or 206G) , Schedule H Non-Individual: Your Codebtors (Official Form 106H or 206H) , Statement of Financial Affairs for Non-Individual Filing for Bankruptcy (Official Form 107 or 207) , Disclosure of Compensation of Attorney for Debtor (Official Form 2030) , Verification of Master Mailing List of Creditors (LBR Form F1007-1) , Statement of Corporate Ownership filed. Filed by Debtor Bridge Diagnostic, LLC. (Wood, David) (Entered: 04/19/2024)
04/19/2024	<u>49</u> (11 pgs)	List of Creditors (Master Mailing List of Creditors) <i>Amendment to Master Mailing List with Proof of Service</i> Filed by Debtor Bridge Diagnostic, LLC. (Wood, David) (Entered: 04/19/2024)
04/19/2024	<u>50</u> (16 pgs)	Amendment to List of Creditors. <i>with Proof of Service</i> Fee Amount \$34 Filed by Debtor Bridge Diagnostic, LLC. (Wood, David) (Entered: 04/19/2024)
04/19/2024		Receipt of Amended List of Creditors (Fee)(<u>8:24-bk-10803-TA</u>) [misc,amdcm] (34.00) Filing Fee. Receipt number A56759574. Fee amount 34.00. (re: Doc# <u>50</u>) (U.S. Treasury) (Entered: 04/19/2024)
04/23/2024	<u>51</u> (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Bisconti, Anthony. (Bisconti, Anthony) (Entered: 04/23/2024)

PACER Service Center			
Transaction Receipt			
04/23/2024 14:29:39			
PACER Login:	atty272406	Client Code:	1728-002
Description:	Docket Report	Search Criteria:	8:24-bk-10803-TA Fil or Ent: filed From: 1/24/2002 To: 4/23/2024 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	7	Cost:	0.70

Exhibit “2”

DEBTOR-IN-POSSESSION FINANCING AGREEMENT

This Debtor-In-Possession Financing Agreement (the “**Agreement**”) is entered into as of April __, 2024, by and between (i) Bridge Diagnostics LLC, a California limited liability company (the “**Borrower**” or “**Debtor**”) and Jason Hansen (“**Lender**” or “**Hansen**”). Debtor and Hansen are referred to collectively as the “**Parties**” and each individually a “**Party**”.

RECITALS

PREPETITION LOAN FROM HANSEN TO DEBTOR

A. Hansen is a Member and Managing Member of Debtor pursuant to Debtor’s operative Operating Agreement.

B. Pursuant to a loan and security agreement dated as of November 23, 2020, and as amended thereafter, Debtor entered a secured debt facility with Metropolitan Capital Bank & Trust (“MCBT”), pursuant to which (among other things) MCBT acquired a security interest in all or substantially all of Debtor’s assets (the “MCBT Loan”). The MCBT Loan is evidenced by, among other things, the following agreements: (i) Loan And Security Agreement Dated As Of November 23, 2020, By And Among Metropolitan Capital Bank & Trust, Bridge Diagnostics, LLC, And The Other Related Obligor (ii) the First Amendment To Loan And Security Agreement Dated As Of August 11, 2021, But Effective As Of June 30, 2021; (iii) the Second Amendment To Loan And Security Agreement Dated As Of December 22, 2021 But Effective As Of November 23, 2021; and (iii) the Third Amendment To Loan And Security Agreement Dated As Of December 22, 2022 But Effective As Of November 23, 2022.

C. Commencing on or about November 25, 2022, Hansen made several loans to Debtor to enable Debtor to cover certain of its operating costs. Specifically, on the below dates, Hansen loaned the below amounts to Debtor, either by transferring the specified amounts directly to Debtor, or by directly paying to a third party an amount owed by Debtor to that third party:

<u>Date</u>	<u>Amount</u>
November 25, 2022	\$400,000
December 8, 2022	\$100,000
January 4, 2023	\$150,000
January 9, 2023	\$150,000
January 19, 2023	\$100,000
February 1, 2023	\$50,000
February 21, 2023	\$250,000
March 2, 2023	\$50,000
March 29, 2023	\$100,000
July 20, 2023	\$6,611.20
July 20, 2023	\$75,000
July 21, 2023	\$103,398.72
July 21, 2023	\$27,722.65
July 26, 2023	\$50,000
August 2, 2023	\$75,000

August 16, 2023	\$100,000
September 5, 2023	\$106,992.36
September 14, 2023	\$25,000

D. As of September 1, 2023, the outstanding amount owed by Debtor to MCBT under the MCBT Loan was \$4,093,007.64. Additionally, as of September 1, 2023, Debtor was in default under the MCBT Loan.

E. Considering the foregoing, in September 2023, Hansen agreed to provide further financial support to Debtor. In particular, Hansen agreed to loan Debtor (the “**Prepetition Loan**”) the amount necessary to pay off the MCBT Loan in full, subject to that amount and prior amounts lent by Hansen to Debtor set forth above—as well as an additional bridge loan of \$150,000 made by Hansen on or about September 28, 2023—for an amount totaling \$6,162,732.57 (the “**Prepetition Loan Amount**”), being subject to a secured promissory note collateralized by Debtor’s assets.

F. In furtherance of these mutual promises and understandings between Hansen and Debtor, (i) on September 8, 2023, Hansen transferred the sum of \$4,093,007.64 to Debtor, which sum Debtor thereafter remitted to MCBT in satisfaction of the MCBT Loan; and (ii) on September 28, 2023, Hansen transferred the sum of \$150,000 to Debtor to cover Debtor’s operating costs, including payroll.

G. The foregoing transactions are documented and embodied in the following documents: (i) the Loan and Security Agreement dated as of September 28, 2023 by and among Debtor and Hansen (the “**LSA**”); (ii) a Secured Promissory Note Agreement dated September 28, 2023 in the amount of \$6,162,732.57 by and between Debtor and Hansen (the “**Note**”); and (iii) a Security Agreement dated September 28, 2023 by and between Debtor and Hansen (the “**Security Agreement**” and, together with the LSA and Note, the “**Hansen Loan Documents**”). The Hansen Loan Documents were executed by Hansen on behalf of himself, and Ed Bidanset, Chief Restructuring Officer of Debtor, on behalf of Debtor. Hansen perfected the security interest he obtained for the Prepetition Loan Amount under the Hansen Loan Documents by filing a UCC-1 Financing Statement.

H. Following the execution of the Hansen Loan Documents and funding of the Prepetition Loan Amount, Hansen made additional advances to the Debtor totaling \$59,187.99 (the “Advances”), while the Debtor continued to seek a further bridge loan.

I. As of the Petition Date, the total amount owed by Debtor to Hansen under the Hansen Loan Documents was \$6,012,732.57.

DEBTOR’S BANKRUPTCY CASE

J. On March 29, 2024 (the “**Petition Date**”), Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Code**”), in the United States Bankruptcy Court for the Central District of California (the “**Court**”). Debtor’s case number is 8:24-bk-10803-TA (the (“**Case**”). Pursuant to section 541(a) of the Code, the commencement of the Case created an “**Estate**” comprised of, among other things, all legal or equitable interests of

Debtor in property as of the Petition Date, any interest in property that the Estate acquires after the commencement of the Case, and all proceeds, product, offspring, rents or profits of or from property of the Estate.

K. On April 8, 2024, Debtor filed a motion for authority to use cash collateral (the “**Cash Collateral Motion**”). On April 12, 2024, the Court entered an order (the “**Cash Collateral Order**”) which found, among other things: (i) “Hansen has a lien against Debtor’s assets (‘Hansen Lien’), including its accounts receivable (‘Receivables’), which would thus, constitute Mr. Hansen’s cash collateral (‘Cash Collateral’); (ii) “Debtor has the immediate need for use of the Cash Collateral to continue its business operations and in order to avoid immediate and irreparable harm”; and (iii) “Hansen has consented to the use of Cash Collateral by the Debtor.” The Cash Collateral Order ordered: (i) “Debtor is authorized to use Cash Collateral to pay its normal and customary operating expenses, including those shown in the Budget attached to the Motion”; (ii) “The equity cushion protecting the Hansen Lien is sufficient to constitute adequate protection within the meaning of 11 U.S.C. §361. No further adequate protection is required” and (iii) “A final hearing on the [Cash Collateral Motion] is scheduled for May 8, 2024, at 10:00 a.m.”

L. As described in the Cash Collateral Motion, as of the Petition Date Debtor believed that a senior secured lien existed in favor of Mr. Ross Blackburn (“**Blackburn**”) in the amount of \$2.5 million (the “**Alleged Blackburn Lien**”). However, it does not appear that Blackburn perfected the Alleged Blackburn Lien prior to the Petition Date.

M. Debtor is in the process of formulating a chapter 11 plan of reorganization (the “**Plan**”). Debtor and Hansen believe and agree that the long-term success of Debtor’s Plan will be greatly enhanced if Debtor has access to additional financing during the Case, to allow Debtor to continue its operations and collection of anticipated substantial accounts receivables, which will allow the business to grow and generate sufficient revenues to provide stable operations post-bankruptcy.

GENERAL PURPOSE OF THIS AGREEMENT

N. The Debtor has an immediate need for additional cash to fund certain short-term obligations during the Case, including but not limited to Debtor’s payroll obligations.

O. On the terms and conditions set forth below, Hansen has agreed to provide up to \$800,000 of “debtor in possession financing” to allow Debtor to continue to meet its financial obligations during the pendency of the Case (the “**DIP Loan**”). All obligations of the Debtor to Hansen under this Agreement, including without limitation, all principal and accrued interest, premiums (if any), costs, fees, and expenses or any other amounts due shall be collectively referred to as the “**DIP Obligations**.”

P. The Parties believe that time is of the essence.

AGREEMENT

1. **Recitals Acknowledged.** Each of the Parties acknowledges that, to the best of the Party’s knowledge, each of the above recitals is true and correct in every material aspect.

2. Court Approval Required.

a. This Agreement is subject to approval of the Court. The Court's order approving this Agreement is referred to herein as the "**Order**." The "**Effective Date**" of this Agreement shall be the date on which the Order is entered by the Court.

b. In addition to any other relief sought by Debtor in its motion for approval of this Agreement, the motion shall request that the Order:

- i. Approve this Agreement;
- ii. Authorize Debtor to enter into any other documents prepared by the Parties to effectuate the transactions contemplated by this Agreement;
- iii. Authorize Debtor to perform all of its obligations under this Agreement;
- iv. Provide that Debtor is authorized to obtain the DIP Loan secured by a senior "priming" lien on any and all assets of Debtor and the Estate (collectively, the "**Assets**");
- v. Provide that, pursuant to section 364(c)(1) of the Code, the obligations owed by Debtor to Hansen shall at all times constitute allowed claims in the Case having priority over any and all administrative expenses, diminution claims, and other claims against Debtor, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in section 503(b) or 507(b) of the Code;
- vi. Provide that, pursuant to section 364(c)(2) of the Code, the obligations owed by Debtor to Hansen shall be secured by valid, binding, enforceable, non-avoidable, perfected first priority security interests in and liens on any and all unencumbered tangible and intangible property of the Debtor and the Estate, including the Assets;
- vii. Provide that, pursuant to section 364(c)(3) of the Code, the obligations owed by Debtor to Hansen shall be secured by valid, binding, enforceable, non-avoidable, perfected first priority security interests in and liens on all tangible and intangible property of the Debtor and the Estate that is subject to valid, perfected and non-avoidable liens in existence on the Petition Date, subject to the provisions of this Agreement providing for a priming lien in favor of Hansen;
- viii. Provide that, pursuant to section 364(d) of the Code, the obligations owed by Debtor to Hansen shall be secured by a valid, binding, enforceable, non-avoidable, perfected, first-priority senior "priming" security interest in and lien on all of the tangible and intangible property of the Debtor and the Estate, including the Assets, senior in priority to any and all other security interests and lien interests that exist or may exist in, on, or against the property of the Debtor and/or the Estate, including the Assets;

- ix. Provide that Hansen's security interests in and liens on the Assets securing Debtor's obligations under the Hansen Loan Documents constitute valid, binding, enforceable, non-avoidable, perfected security interests and liens on such Assets;
- x. Provide that as to Hansen, the automatic stay provided under section 362(a) of the Code is terminated as to Debtor, the Estate and the Assets to the extent set forth herein;
- xi. Provide that, to the extent the Order terminates the automatic stay, the Order is binding and effective in any future bankruptcy case commenced by or against Debtor, so that no further automatic stay shall arise in that case as to the Assets; and
- xii. Provide that the Order is binding and effective despite any conversion of the Case to a case under any other chapter of the Code.

3. The DIP Loan.

a. Amount. Pursuant to the terms and conditions of this Agreement, Hansen shall loan Debtor up to \$800,000 to use for its operations.

b. Funding. Provided that Debtor is not in default, Hansen shall advance (i) the sum of \$400,000 to Debtor by April 26, 2024 and (ii) additional amounts promptly upon request by Debtor in the amounts requested.

c. Interest Rate. Interest shall accrue at a rate of five percent (5%) per annum, compounded annually.

d. Payments. Beginning on the first business day of the first month following the Effective Date, Debtor shall be required to make monthly payments equal to the accrued interest under the DIP Loan and Hansen Loan Documents only.

e. Term. Principal and all remaining accrued interest shall become due and payable on December 31, 2026.

f. Collateral. To secure payment of any and all indebtedness, liabilities, and obligations of Debtor to Hansen under the DIP Loan, Debtor unconditionally and irrevocably assigns, pledges, and grants to Hansen a first priority, continuing security interest and lien in and to all present and future right, title, and interest of Debtor and the Estate in the following property of Debtor and the Estate, wherever located, whether now owned or existing or hereafter acquired:

- i. Accounts, including receivables;

- ii. Chattel paper, whether tangible or electronic;
- iii. Commercial tort claims;
- iv. Deposit accounts;
- v. Documents;
- vi. Equipment;
- vii. Fixtures;
- viii. General intangibles, including payment intangibles, patents, patent applications, trademarks, trademark applications, tradenames, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill and all licenses, permits, agreements of any kind or nature pursuant to which Debtor possesses or uses or has authority to possess or use property (whether tangible or intangible) of Debtor, and all recorded data of any kind or nature, regardless of the medium of recording, including all software, writings, plans, specifications, and schematics;
- ix. Goods;
- x. Instruments, including promissory notes;
- xi. Inventory;
- xii. Investment property;
- xiii. Letter-of-credit rights;
- xiv. Negotiable documents;
- xv. Payment intangibles;
- xvi. Securities;
- xvii. All rights of debtor embodied in or arising out of Debtor's status of any limited liability company, consisting of (i) all economic rights, including all rights to share in the profits and losses of the limited liability company and all rights to receive distributions of the assets of the limited liability company, and (ii) all governance rights, including all rights to vote, consent to action, and otherwise participate in the management of the limited liability company;
- xviii. All substitutions, replacements, and accessions to any of the foregoing; and
- xix. All proceeds and products of any of the foregoing.

g. Carve-Out for Avoidance Actions. The collateral securing Debtor's obligations under this Agreement and the DIP Loan excludes Debtor's and the Estate's claims and causes of action arising under sections 544, 545, 547, and 548 of the Code and the proceeds thereof.

h. Priority and Security Interests.

- i. Pursuant to section 364(c)(1) of the Code, the obligations owed by Debtor to Hansen shall at all times constitute allowed claims in the Case having priority over any and all administrative expenses, diminution claims, and other claims against Debtor, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in section 503(b) or 507(b) of the Code;
 - ii. Pursuant to section 364(c)(2) of the Code, the obligations owed by Debtor to Hansen shall be secured by valid, binding, enforceable, non-avoidable, perfected first priority security interests in and liens on any and all unencumbered tangible and intangible property of the Debtor and the Estate, including the Assets;
 - iii. Pursuant to section 364(c)(3) of the Code, the obligations owed by Debtor to Hansen shall be secured by valid, binding, enforceable, non-avoidable, perfected first priority security interests in and liens on all tangible and intangible property of the Debtor and the Estate that is subject to valid, perfected and non-avoidable liens in existence on the Petition Date, subject to the provisions of this Agreement providing for a priming lien in favor of Hansen;
 - iv. Pursuant to section 364(d) of the Code, the obligations owed by Debtor to Hansen shall be secured by a valid, binding, enforceable, non-avoidable, perfected, first-priority senior "priming" security interest in and lien on all of the tangible and intangible property of the Debtor and the Estate, including the Assets, senior in priority to any and all other security interests and lien interests that exist or may exist in, on, or against the property of the Debtor and/or the Estate, including the Assets;
 - v. Hansen's security interests in and liens on the Assets securing Debtor's obligations under the Hansen Loan Documents constitute valid, binding, enforceable, non-avoidable, perfected security interests and liens on such Assets.
- i. Pursuant to section 364(d)(1) of the Code, the liens and security interests granted to secure payment of any and all indebtedness, liabilities and obligations of Debtor and the Estate to Hansen under the DIP Loan shall constitute valid, binding, enforceable, non-avoidable, first-priority "priming" security interests and liens senior in priority to any and all other liens and security interests that exist or may exist on or against the Assets.

4. Use of DIP Loan. The DIP Loan shall be used solely in accordance with the Budget (as defined in the Cash Collateral Motion) and as otherwise necessary for the Debtor's continued

operations, including to (i) provide working capital and for other general corporate purposes of the Debtor and (ii) fund interest, fees, and other payments contemplated with respect to the DIP Loan. Debtor understands and agrees that a permitted use shall be to pay Lender's reasonable costs, fees and expenses relating to the DIP Loan.

5. Restatement of the Hansen Loan Documents.

a. Restatement. On the Effective Date, the Hansen Loan Documents shall be deemed amended and restated consistent with the terms of this Agreement. The Parties shall enter into such terms addenda, schedules, and other documents as may be necessary to effectuate the intent of the Parties, and those documents when executed shall be deemed effective as of the Effective Date. Unless the contest requires otherwise, references hereinbelow to the "Hansen Loan Documents" are to the documents setting forth such restated terms and conditions.

b. Claim Based on Hansen Loan Documents.

- i. Allowed Amount. Hansen shall have an allowed, fully secured claim in the amount of \$6,012,792.57.
- ii. Collateral. Hansen shall retain the security interests in and liens on property presently securing Debtor's obligations under the Hansen Loan Documents. Hansen's security interests in and liens on such collateral shall have the same priority as the security interests and liens that Hansen currently has in, on, and against such collateral, subject to the terms of this Agreement and the Order.
- iii. Interest Rate. As provided in the Hansen Loan Documents, interest shall accrue at a rate of five percent (5%) per annum, compounded annually.
- iv. Term. As provided in the Hansen Loan Documents, principal and all remaining accrued interest shall become due and payable on December 31, 2026.

6. Authority to File Financing Statement. Debtor irrevocably authorized Hansen at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that indicate the collateral (a) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised by the collateral falls within the scope of Article 9 of the Uniform Commercial Code of the state or such jurisdiction, or (b) as being of an equal or lesser scope or with greater detail.

7. Validity and Enforceability of Hansen Loan Documents. Debtor acknowledges and agrees that the Hansen Loan Documents, in their current form and as may be modified in accordance with this Agreement, are valid, binding, and enforceable in accordance with their respective terms, and that Debtor has no defenses, setoffs, claims, counterclaims or causes of action relating in any manner to the Hansen Loan Documents.

8. Conflicting Provisions. In the event of any conflict between the provisions of this Agreement, on the one hand, and the provisions of the documents comprising the Hansen Loan Documents, on the other hand, the terms of this Agreement shall control.

9. Defaults.

a. Debtor shall be in default under this Agreement if any one or more of the following events takes place:

- i. Debtor fails to make a payment when due under the DIP Loan or the Hansen Loan Documents (a "**Payment Default**");
- ii. Debtor engages in any business other than the type of business engaged in by Debtor on the Effective Date or that is reasonably similar, related, complimentary, ancillary, or incidental thereto;
- iii. Debtor fails to perform any material non-payment obligation under this Agreement or the Hansen Loan Documents ("**Non-Payment Default**");

b. Through the effective date of the Plan:

- i. In the event of a Payment Default, Hansen shall deliver a written notice of default to Debtor, and Debtor shall have five (5) business days to cure the Payment Default, before Hansen takes any further action to enforce his rights and/or exercise any remedy available to him under this Agreement, the Hansen Loan Documents, and/or applicable law.
- ii. In the event of a Non-Payment Default, Hansen shall deliver a written notice of default to Debtor, and Debtor shall have fifteen (15) business days to cure the Non-Payment Default, before Hansen takes any further action to enforce his rights and/or exercise any remedy available to him under this Agreement, the Hansen Loan Documents, and/or applicable law.

c. Conversion of the Case to one under chapter 7 of the Code, or the appointment of a Chapter 11 Trustee, shall constitute a default under this Agreement and the Hansen Loan Documents. Notwithstanding anything to the contrary in paragraph 8(b), regardless of whether there has been a Payment Default or a Non-Payment Default, upon conversion or appointment of a trustee in the Case Hansen shall be authorized to take any and all actions to enforce his rights and/or exercise any remedy available to him under this Agreement, the Hansen Loan Documents, and/or applicable law.

d. After the effective date of the Plan, the rights and obligations of Hansen upon the occurrence of a Payment Default or Non-Payment Default shall be governed by the Hansen Loan Documents.

e. Notices given under this paragraph shall be given by electronic mail to all of the following:

i. Bridge Diagnostics, LLC
Ed Bidanset
ed.bidanset@bridgediagnostics.com

ii. David A. Wood
Marshack Hays Wood LLP
dwood@marshackhays.com

10. Debtor's Authority to Use of Cash Collateral. To the extent that Hansen has an interest in cash collateral, as that term is used in section 363(a) of the Code, provided that Debtor is not in default under this Agreement, Hansen agrees to Debtor's use of its cash collateral through the earlier of (a) the date on which a chapter 11 plan takes effect, and (b) the date on which the Case is converted to one under chapter 7 of the Code.

11. Validity, Priority, and Extent of Security Interests and Liens Granted by the Hansen Loan Documents. Debtor, on behalf of itself and the Estate, agrees and confirms that the security interests and liens granted to Hansen under the Hansen Loan Documents are valid, perfected, and fully enforceable security interests in and liens on the collateral described in the Hansen Loan Documents.

12. No Discharge; Survival of Claims. Except as provided in this Agreement, pursuant to section 1141(d)(4) of the Code, Debtor waives any discharge of the obligations set forth in this Agreement and the Hansen Loan Documents with respect to any chapter 11 plan that does not provide for the indefeasible payment in full in cash of the obligations set forth in this Agreement and the Hansen Loan Documents.

13. Relief from Stay. As of the Effective Date, the automatic stay arising in the Case under section 362 of the Code shall be deemed terminated as to Hansen and property of Debtor and the Estate in which Hansen has an interest.

14. Severability. If any portion of this Agreement is found to be void, voidable, or unenforceable at law, the remaining terms and conditions of this Agreement may be enforced.

15. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to choice of law principles of the State of California. The Court shall retain exclusive jurisdiction to resolve any and all disputes pertaining to this Agreement, including without limitation the enforcement and interpretation of any of its terms, and the Parties agree to submit to the jurisdiction of the court for the purpose of resolving such disputes.

16. Further Assurances. Each Party shall execute all instruments and documents and take all actions as may be reasonably required to effectuate the purpose of this Agreement.

17. Modification. This Agreement may be modified only by a writing executed by the Party to this Agreement against whom enforcement of such modification is sought.

18. Attorneys' Fees and Expenses. Each Party shall bear his, her, or its own attorneys' fees, court costs and related expenses incurred by or on behalf of said Party in connection with the preparation of this Agreement and seeking requisite approvals thereof.

19. Interpretation. This Agreement has been negotiated at arms' length, and between persons sophisticated and knowledgeable in matters dealt with in this Agreement. Accordingly, any rule of law, statute, legal decision or common law principle that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose and intent of this Agreement.

20. Authority to Sign. The person signing below on behalf of each Party, and each Party, represents that the signing person has the authority to execute this Agreement on behalf of said Party, and that it is not necessary for any other Party to inquire further into the validity of execution or authority to execute.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same documents. Counterparts may be delivered via facsimile, electronic mail (including PDF or nay electronic signature complying with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transaction Act (Cal. Civ. Code § 1633.1 *et seq.*) or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**BRIDGE DIAGNOSTICS, LLC,
a California limited liability company**

By: _____
Name: Ed Bidanset
Title: Chief Restructuring Officer

JASON HANSEN, an individual

By: _____
Name: Jason Hansen

Exhibit “3”

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Bridge Diagnostics, LLC



Advanced ▼

Results: 45

UCC Type ▲	Debtor Information ▲	File Number ▲	Secured Party Info ▲	Status ▲	Filing Date ▲	Lapse Date ▲
UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U220117998540	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	01/13/2022	01/13/2027
UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U230004553925	FINANCIAL AGENT SERVICES - SPRINGFIELD, IL	Active	01/19/2023	01/19/2028
UCC >	BRIDGE DIAGNOSTICS - IRVINE, CA	U220119952333	GENPROBE INSTRUMENTS - SAN DIEGO, CA	Active	01/20/2022	01/20/2027
UCC >	BRIDGE DIAGNOSTICS - IRVINE, CA	U220119952434	GENPROBE INSTRUMENTS - SAN DIEGO, CA	Active	01/20/2022	01/20/2027
UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U220120491226	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	01/24/2022	01/24/2027
UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U220163040011	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	02/11/2022	02/11/2027
UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U230015736220	TECAN U.S., INC. - MORRISVILLE, NC	Active	03/02/2023	03/02/2028
UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U230015736523	TECAN U.S., INC. - MORRISVILLE, NC	Active	03/02/2023	03/02/2028
UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210028181327	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	03/04/2021	03/04/2026
UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210030954735	THERMO FISHER FINANCIAL SERVICES, INC. -	Terminated	03/16/2021	03/16/2026

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	Business	UCC					
Home	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210033013420	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	03/24/2021	03/24/2026
Search	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U220179776838	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	03/30/2022	03/30/2027
Forms	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U220180688026	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	04/01/2022	04/01/2027
Help	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210041264936	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	04/26/2021	04/26/2026
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U220193873235	BAYCAP LLC - REDONDO BEACH, CA	Active	05/16/2022	05/16/2027
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	207779102994	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	05/18/2020	05/18/2025
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	207779209730	DE LAGE LANDEN FINANCIAL SERVICES, INC. - WAYNE, PA	Terminated	05/19/2020	05/19/2025
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U220206239630	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	06/29/2022	06/29/2027
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	207799785842	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	06/30/2020	06/30/2025
	UCC >	BRIDGE DIAGNOSTICS - IRVINE, CA	U230049813637	HOLOGIC SALES AND SERVICE, LLC - MARLBOROUGH, MA	Active	07/14/2023	07/14/2028
	UCC >	BRIDGE DIAGNOSTICS - IRVINE, CA	U230049814235	HOLOGIC SALES AND SERVICE, LLC - MARLBOROUGH, MA	Active	07/14/2023	07/14/2028
	UCC >	BRIDGE DIAGNOSTICS - IRVINE, CA	U230049814639	HOLOGIC SALES AND SERVICE, LLC - MARLBOROUGH, MA	Active	07/14/2023	07/14/2028
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U200000270213	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	07/15/2020	07/15/2025
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210074532320	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	08/11/2021	08/11/2026

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	Business	UCC						
Home	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U200013014519	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	08/18/2020	08/18/2025	
Search	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210078258130	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	08/24/2021	08/24/2026	
Forms	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210079548632	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	08/27/2021	08/27/2026	
Help	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210079561225	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	08/27/2021	08/27/2026	
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U200015971328	BAYCAP LLC - REDONDO BEACH, CA	Active	09/02/2020	09/02/2025	
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210081900825	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	09/07/2021	09/07/2026	
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U200020290825	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	09/18/2020	09/18/2025	
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U200020581621	CORPORATION SERVICE COMPANY, AS REPRESENTATIVE - SPRINGFIELD, IL	Terminated	09/21/2020	09/21/2025	
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U220229477641	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	09/23/2022	09/23/2027	
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210088268436	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	09/27/2021	09/27/2026	
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210090894841	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	10/05/2021	10/05/2026	
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U230073276224	JASON HANSEN - LAGUNA BEACH, CA	Active	10/17/2023	10/17/2028	
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210094451634	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	10/19/2021	10/19/2026	
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U220237986540	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Terminated	10/24/2022	10/24/2027	

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Business		UCC					
Home	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U200032277529	BAYCAP LLC - REDONDO BEACH, CA	Active	11/18/2020	11/18/2025
Search	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U200038246934	METROPOLITAN CAPITAL BANK & TRUST - CHICAGO, IL	Active	11/24/2020	11/24/2025
Forms	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210105786123	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	11/29/2021	11/29/2026
Help	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210108207422	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	12/07/2021	12/07/2026
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U200038197232	BAYCAP LLC - REDONDO BEACH, CA	Active	12/18/2020	12/18/2025
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U220253547420	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	12/21/2022	12/21/2027
	UCC >	BRIDGE DIAGNOSTICS, LLC - IRVINE, CA	U210112728423	THERMO FISHER FINANCIAL SERVICES, INC. - WALTHAM, MA	Active	12/23/2021	12/23/2026

1

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 EMERGENCY MOTION FOR ORDER AUTHORIZING DEBTOR TO OBTAIN POST-PETITION LOAN; AND REQUEST FOR EXPEDITED HEARING; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF EDWARD BIDANSET AND JASON HANSEN IN SUPPORT** 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 **April 23, 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:

- **INTERESTED PARTY: Anthony Bisconti** tbisconti@bklwlaw.com, 7657482420@filings.docketbird.com; docket@bklwlaw.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 U.S. TRUSTEE: Queenie K Ng** queenie.k.ng@usdoj.gov
- **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 _____, I served 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 as follows. 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 **April 23, 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.

April 23, 2024
Date

Cynthia Bastida
Printed Name

/s/ Cynthia Bastida
Signature

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: CONTINUED:**SERVED VIA OVERNIGHT MAIL****DEBTOR**

BRIDGE DIAGNOSTIC, LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
120 VANTIS DRIVE, SUITE 570
ALISO VIEJO, CA 92656-2618

CREDITOR

AIRSPACE TECHNOLOGIES, INC.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE OF PROCESS
5909 SEA OTTER PLACESUITE 200
CARLSBAD, CA 92010-6675

CREDITOR

ALFRED LUI, MD, INC.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE OF PROCESS
7 HORSESHOE LANE
PALOS VERDES PENINSULA, CA
90274-4823

CREDITOR

APOLLO COURIERS INC.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
1039 W HILLCREST BLVD.
INGLEWOOD, CA 90301-2023

CREDITOR

DAVID WRIGHT TREMAINE, LLP
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE OF PROCESS
920 FIFTH AVE., SUITE 3300
SEATTLE, WA 98104-1610

CREDITOR

ELLKAY, LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
200 RIVERFRONT BLVD., 3RD
FLOOR
ELMWOOD PARK, NJ 07407-1038

CREDITOR

FEDEX - 2451-0
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RECEIVE SERVICE OF PROCESS
PO BOX 7221
PASADENA, CA 91109-7321

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HAMILTON COMPANY
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE OF PROCESS
P.O. BOX 10030
RENO, NV 89520-0012

CREDITOR

HOLOGIC SALES AND SERVICES,
LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
250 CAMPUS DR.
MARLBOROUGH, MA 01752-3020

CREDITOR

INNOVATIVE MEDICAL
MANAGEMENT LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
4175 E. LA PALMA AVENUE, SUITE
215
ANAHEIM, CA 92807-1864

CREDITOR

KRYSTAL REED, INDIVIDUALLY AND
ON BEHALF OF OTHERS SIMILARLY
SITUATED
C/O IAN M. SILVERS
BISNAR CHASE LLP
1301 DOVE STREET, SUITE 120
NEWPORT BEACH, CA 92660-2491

CREDITOR

MEDCARE MSO, LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
1000 CORDOVA PLACE, SUITE 206
SANTA FE, NM 87505-1725

CREDITOR

SALES SEARCH AMERICA
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GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
1612 WESTGATE CIRCLE
BRENTWOOD, TN 37027-8089

CREDITOR

SIRIUS COMPUTER SOLUTIONS, INC.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE OF PROCESS
P.O. BOX 202289
DALLAS, TX 75320-2289

CREDITOR

TXPSI, LLC
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GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
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RECEIVE SERVICE OF PROCESS
298 INDUSTRIAL BLVD
BASTROP, TX 78602-5020

CREDITOR

TECAN US INC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
P.O. BOX 602740
CHARLOTTE, NC 28260-2740

CREDITOR

THE IRVINE COMPANY
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE OF PROCESS
662322 - S23399
PO BOX 846462
LOS ANGELES, CA 90084-6462

CREDITOR

U.S. HEALTHTEK, INC.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
5501 MERCHANTS VIEW SQUARE,
#744
HAYMARKET, VA 20169-5439

CREDITOR

VEOLIA ENVIRONMENTAL
SERVICES
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
P.O. BOX 73709
CHICAGO, IL 60673-7709

CREDITOR

WAVELAND RCM, LLC
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY OTHER
AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO RECEIVE
SERVICE OF PROCESS
1150 FIRST AVENUE, SUITE 511
KING OF PRUSSIA, PA 19406-1316

CREDITOR

XIFIN, INC.
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
12225 EL CAMINO REAL, SUITE 100
SAN DIEGO, CA 92130-3081

CREDITOR

ANTHEM BLUE CROSS
ATTN: OFFICER, A MANAGING OR
GENERAL AGENT, OR TO ANY
OTHER AGENT AUTHORIZED BY
APPOINTMENT OR LAW TO
RECEIVE SERVICE OF PROCESS
P.O. BOX 51011
LOS ANGELES, CA 90051-5311

CREDITOR / POC ADDRESS

TEXAS HEALTH & HUMAN SERVICES
COMMISSION
ATTN: ERIN MCGEE
4601 WEST GUADALUPE STREET, MC
1100
AUSTIN, TX 78751

**COUNSEL FOR INTERESTED
PARTY ROSS BLACKBURN**

J. JACKSON WASTE
FENNEMORE
8080 N. PALM AVENUE
THIRD FLOOR
FRESNO, CA 93711

INTERESTED PARTY

ROSS BLACKBURN
1315 E. CARLYLE WAY
FRESNO, CA 93730