

United States Bankruptcy Court for the District of Delaware

Sientra, Inc.

Claims Processing Center

c/o Epiq Corporate Restructuring, LLC

P.O. Box 4420

Beaverton, OR 97076-4420

To submit your form online please go to [https://dm.epiq11.com/Sientra]

Your Mail ID is as follows: 223353511

Name of Debtor: Sientra, Inc.

Case Number: 24-10245 (JTD)



BAR(23) MAILID *** 000223353511 ***

SNX (MERGE2.DBF,SCHED_NO) SCHEDULE #: 245027350*****

SECURE FIRE & SAFETY LLC

11905 W. RIPLEY AVENUE

MILWAUKEE, WI 53226

☐ Check box if the address on the envelope sent to you by the court needs to be updated. Identify your replacement address in Part 1 (Section 3) below.

For Court Use Only

RECEIVED

APR 16 2024

LEGAL SERVICES

Your claim is scheduled by the Debtor as:
\$1,015.00 UNSECURED

Filed: USBC - District of Delaware
Sientra, Inc., et al
24-10245 (JTD)

(CLM)



0000000022

04/22

Proof of Claim (Official Form 410)

Read the instructions before filling out this form. This form is for making a claim for payment under 503(b)(9), do not use this form to make a request for payment of an administrative claim.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Name of the current creditor (the person or entity to be paid for this claim):

Secure Fire & Safety LLC

Other names the creditor used with the debtor:

2. Has this claim been acquired from someone else? ☐ No ☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Secure Fire & Safety LLC

Name

11905 W. Ripley Ave.

Number Street

Wauwatosa, WI 53226

City State ZIP Code

Country (if International): USA

Contact phone: 414-257-4222

Contact email: jan.schlatter@securefireandsafety.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City State ZIP Code

Country (if International):

Contact phone:

Contact email:

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims register (if known)

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes.

Last 4 digits of the debtor's account or any number you use to identify the debtor:

7. How much is the claim?

\$ 1,015.⁰⁰

Does this amount include interest or other charges?

☒ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

NFPA FIRE SAFETY INSPECTIONS
See Attached unpaid invoices



9. Is all or part of the claim secured?

☒ No☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (official Form 410-A) with this *Proof of Claim*.☐ Motor vehicle☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____
(The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed ☐ Variable

10. Is this claim based on a lease?

☒ No☐ Yes. Amount necessary to cure any default as of the date of petition.

\$ _____

11. Is this claim subject to a right of setoff?

☒ No☐ Yes. Identify the property: _____

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

☒ No☐ Yes. Check one:☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).☐ Other. Specify subsection of 11 U.S.C. § 507 (a)() that applies.

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

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

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

13. Does this claim qualify as an Administrative Expense under 11 U.S.C. § 503(b)(9)?

☒ No☐ Yes. Amount that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____

Part 3: Sign Below.

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.☐ I am the creditor's attorney or authorized agent.☒ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date

04/09/2024
MM/DD/YYYY

Signature

James H. Schlatter

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

Name

JAMES

H.

Schlatter

First name

Middle name

Last name

Title

Managing Partner

Company

Secure Fire & Safety LLC

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

11905 W. R. Pley Avenue

Number

Street

Wauwatosa,

WI

53226

City

State

ZIP Code

Contact Phone

414-257-4222

Email

jim.schlatter@securefireandsafety.com

9. Is all or part of the claim secured?

☒ No☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (official Form 410-A) with this *Proof of Claim*.☐ Motor vehicle☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____

(The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed ☐ Variable

10. Is this claim based on a lease?

☒ No☐ Yes. Amount necessary to cure any default as of the date of petition.

\$ _____

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\$ _____

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Check the appropriate box:

☐ I am the creditor.☐ I am the creditor's attorney or authorized agent.☒ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other co-debtor. Bankruptcy Rule 3005.I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date

04/09/2008
MM/DD/YYYY

Signature

James Schlater

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

Name

JAMES

H.

Middle name

Schlater

Last name

Title

MANAGING PARTNER

Company

SECURE FIRE & SAFETY LLC

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

11905 W. RIPLEY AVENUE

Number

Street

WALWATOSA

City

WI

State

53226

ZIP Code

Contact Phone

414-257-4222

Email

jim.schlater@securefireandsafety.com

permit any use of any part of the Premises by any other party, or any transfer of its interest in the Premises by operation of law. The following shall be deemed to be an assignment of this Lease within the meaning of this Section: (a) the sale, issuance or transfer of any voting stock of Tenant (if Tenant is a nonpublic corporation or if Tenant is a public corporation and such sale, issuance or transfer results in Tenant becoming a nonpublic corporation) which results in a change in voting control of Tenant; (b) the sale, issuance or transfer of any partnership or membership interest in Tenant if Tenant is a partnership or limited liability company; (c) the change or conversion of a general or limited partnership to a limited liability company, limited liability partnership or any other entity which possesses the characteristics of limited liability; (d) the sale, issuance or transfer of any beneficial interest in Tenant if Tenant is a trust; and (e) the death or incapacity of Tenant if Tenant is a natural person. Without waiving Landlord's right hereunder to declare a default in the event of an assignment of this Lease or a subletting of the Premises or any part thereof or occupancy of the Premises by anyone other than Tenant, Landlord may collect from the assignee, sublessee or occupant, any rental and other charges herein required, but such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee or occupancy, nor a release of Tenant from the performance by Tenant of this Lease. Further, Tenant at all times and under all circumstances shall remain liable to Landlord for the payment of rent due and to become due and the performance of all other obligations of Tenant hereunder for the term hereof. Tenant shall pay to Landlord, as additional rent, any costs and expenses including attorneys' fees incurred by Landlord in connection with any proposed or purported assignment, sublease or other transfer.

24. DEFAULT. If (a) Tenant shall fail to pay the rent or any charge due hereunder within five (5) days after the same is due, or (b) Tenant shall fail to perform any of the other covenants or conditions herein contained on the part of Tenant, and such default shall continue for ten (10) days after written notice thereof shall have been given to Tenant, or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise pass to any party other than Tenant or (d) if Tenant shall abandon or vacate the Premises or permit the Premises to become vacant, or (e) Tenant or any guarantor of this Lease shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or (f) a receiver or trustee of Tenant's property or that of any guarantor of this Lease shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, then in any such case, Landlord may, upon notice to Tenant, recover possession of and reenter the Premises without affecting Tenant's liability for past rent and other charges due or future rent and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to rent and other charges equivalent to rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and attorneys' fees incurred by Landlord in enforcing the terms and provisions hereof and in reentering and recovering possession of the Premises and for the cost of repairs, alterations and brokerage and attorneys' fees connected with the reletting of the Premises. Further, at the election of Landlord, Landlord shall have the right to declare this Lease terminated and canceled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for rent and other charges due and owing through the date of termination), so that Landlord may relet the Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Premises. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as are available at law or otherwise.

Landlord may, but shall not be obligated to, cure any default by Tenant (specifically

Official Form 410 - Instructions for Proof of Claim

United States Bankruptcy Court

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000 imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form. The full list of debtors is provided under the general information section on the Claims Agent's website: <https://dm.epiq11.com/Sientra>
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form. Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of redaction below.) Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.
- A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write A.B., a minor child (John Doe, parent, 123 Main St, City, State). See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may access the Claims Agent's website (<https://dm.epiq11.com/Sientra>) to view your filed form under "Claims."

Where to File Proof of Claim Form

First Class Mail:

Sientra, Inc.
Claims Processing Center
c/o Epiq Corporate Restructuring, LLC
PO Box 4420
Beaverton, OR 97076-4420

Hand Delivery or Overnight Mail:

Sientra, Inc.
Claims Processing Center
c/o Epiq Corporate Restructuring, LLC
10300 SW Allen Blvd
Beaverton, OR 97005

Electronic Filing:

By accessing the E-filing Claims link at <https://dm.epiq11.com/Sientra>

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim for the value of any goods that were sold to the Debtor in the ordinary course of its business and were received by the Debtor within 20 days before the date of commencement of the above case. Attached documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.



Secure Fire & Safety LLC

11905 W Ripley Ave
Wauwatosa, WI 53226

Invoice

Date	Invoice #
2/19/2024	42466

Bill To
Sientra 3333 Michelson Dr Suite 650 Irvine, CA 92612

Ship To
Sientra 9630 South 54th Street Franklin, WI 53132

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		2/19/2024			

Quantity	Item Code	Description	Price Each	Amount
1	Monthly inspection	Work completed 02-12-2024	120.00	120.00T
1	Service Call	Monthly inspection of fire protection equipment	59.00	59.00T
		Service call	5.90%	10.56
		Sales Tax		

Phone #

414-257-4222

Total**\$189.56**

Secure Fire & Safety LLC

11905 W Ripley Ave
Wauwatosa, WI 53226

Invoice

Date	Invoice #
1/18/2024	41866

Bill To
Sientra 3333 Michelson Dr Suite 650 Irvine, CA 92612

Ship To
Sientra 9630 South 54th Street Franklin, WI 53132

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project	
		Due on receipt		1/18/2024				
Quantity	Item Code	Description				Price Each	Amount	
12	S03	Work completed 01-11-2024						
		Annual maintenance 10lb dry chemical				3.95	47.40T	
26	S54	90 minute test for battery back light - low				9.00	234.00T	
4	S57	90 minute test for battery back up emergency and exit lights - High				16.00	64.00T	
1	Band & Clip	Fire extinguisher band and clip				10.00	10.00T	
1	Service Call	Service call				69.00	69.00T	
		Sales Tax				5.50%	23.34	

Secure Fire & Safety LLC

11905 W Ripley Ave
Wauwatosa, WI 53226

Invoice

Date	Invoice #
11/27/2023	41044

Bill To
Sientra 3333 Michelson Dr Suite 650 Irvine, CA 92612

Ship To
Sientra 9630 South 54th Street Franklin, WI 53132

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		11/27/2023			
Quantity	Item Code	Description	Price Each	Amount		
1	Monthly inspection	Work completed 11-17-2023	120.00	120.00T		
1	Service Call	Monthly inspection of fire protection equipment	59.00	59.00T		
		Service call	5.50%	9.85		
		Sales Tax				
			Total	\$188.85		
Phone #						
414-257-4222						

Secure Fire & Safety LLC

11905 W Ripley Ave
Wauwatosa, WI 53226

Invoice

Date	Invoice #
12/15/2023	41380

Bill To
Sientra 3333 Michelson Dr Suite 650 Irvine, CA 92612

Ship To
Sientra 9630 South 54th Street Franklin, WI 53132

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		12/15/2023			

Quantity	Item Code	Description	Price Each	Amount
1	Monthly inspection	Work completed 12-11-2023	120.00	120.00T
1	Service Call	Monthly inspection of fire protection equipment	59.00	59.00T
		Service call	5.50%	9.85
		Sales Tax		

Phone #

414-257-4222

Total**\$188.85**



Providing Peace of Mind

Jim Schlater
Managing Partner

t. 414-257-4222
f. 414-257-9865
c. 262-408-8127

11905 W. Ripley Avenue
Wauwatosa, WI 53226
www.securefireandsafety.com
jim.schlater@securefireandsafety.com

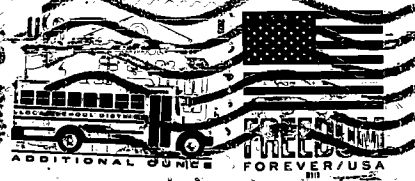


Providing Peace of Mind

11905 W. Ripley Ave.
Wauwatosa, WI 53226

MILWAUKEE WI 530

8 APR 2024 PM 8



RECEIVED

APR 16 2024

LEGAL SERVICES

Sientra, Inc.
Claims Processing Center
c/o Epiq Corporate Restructuring, LLC
PO Box 4420
Beaverton, OR 97076-4420

97076-042020

