Company Overview

Business Description

- Headquartered in San Diego, CA, FuturHealth, Inc. ("FuturHealth" or the "Debtor")[1] is a direct-to-consumer weight-management platform offering programs that pair access to prescription medications, including GLP-1 medications, with medical support, nutrition planning and fitness content.
  - Customers enroll through FuturHealth's website and mobile app in programs that vary by duration, included services and, when prescribed by an independent medical professional, medication
  - FuturHealth manages the customer relationship but relies on third parties for clinical care and dispensing
- Its proprietary platform, Whole Health OS, routes patient information to the appropriate medical-service organization and delivers personalized nutrition, fitness and educational content over the course of each program.
- Since its inception in 2023, FuturHealth has facilitated more than 1 million prescriptions. As of the Petition Date, the Debtor had approximately 26,000 current customers and 195,000 historical customers
- FuturHealth earns revenue from initial program purchases and recurring subscriptions or renewals, acquiring customers primarily through digital and social-media marketing.
  - 2024 (first full year of operations): $86.6 million of revenue and $1.2 million of cash generated, with a $10.7 million operating loss
  - 2025: revenue rose to approximately $120 million

[1] FuturHealth, Inc. filed for Chapter 11 protection on November 1, 2026 (the "Petition Date") in the U.S. Bankruptcy Court for the District of Delaware, reporting $10 million to $50 million in both assets and liabilities.

Corporate History

Origins and Formation

- FuturHealth's history begins with Goglia Nutrition, LLC d/b/a G-Plans ("Goglia Nutrition"), a personalized-nutrition service formed in December 2015 by four equal cofounders: Philip Goglia, Lisa Saridakis, John Levan and Luke Mahoney.
- In 2023, while still serving as Goglia Nutrition's operational managers, Levan and Mahoney established FuturHealth with Jon Hambidge, the Debtor's current CEO.
  - Initial roles: Mahoney as CEO, Levan as President and Hambidge as CFO
- The business began operating in 2023 through FuturHealth, LLC, which converted in November 2023 into a Delaware corporation, FuturCo Health Technologies, Inc., and took the name FuturHealth, Inc. in January 2024.

The December 2023 Agreements

- In December 2023, Goglia Nutrition entered into a Technology License Agreement (the "TLA"), an Inbound Data License Agreement and a Services Agreement with FuturHealth (together, the "December 2023 Agreements").
  - The TLA granted FuturHealth a "perpetual, irrevocable, worldwide, exclusive" license to the G-Plans technology within a defined field
  - In return, FuturHealth agreed to pay monthly per-member royalties on a sliding scale, with an option to replace future royalties with a $4 million buyout, reduced by half of royalties already paid
- FuturHealth exercised the buyout option, agreeing to pay the balance in four installments of $934,288 between April 2024 and February 2025 (approximately $3.7 million in total).
  - A federal court later found FuturHealth paid Goglia Nutrition approximately $1.4 million by year-end 2023 and just over $8.2 million in total from June 2023 through December 8, 2025
  - As of August 2024, Mahoney served as CEO of both companies, and FuturHealth hosted G-Plans' subscriber data, as a later breach notice to G-Plans subscribers described

The December 2023 Agreements (cont'd)

- Around September 2024, Goglia Nutrition sought to repudiate or rescind the December 2023 Agreements; in September 2025, it sued FuturHealth, Levan, Mahoney and Hambidge, alleging its managing members built a competing business using its assets (the "Goglia Litigation").

The Novo Nordisk Litigation

- FuturHealth's early growth came during a surge in demand for GLP-1 weight-loss drugs, when patients increasingly turned to compounded semaglutide, often sold through telehealth platforms and not reviewed by the FDA.
- In August 2024, Novo Nordisk A/S and Novo Nordisk Inc. ("Novo Nordisk"), developer and manufacturer of Ozempic and Wegovy, sued FuturHealth and Goglia Nutrition for trademark infringement, false advertising and unfair competition.
  - At the time, Ozempic and Wegovy were the only FDA-approved injectable semaglutide products in the U.S.
  - Novo Nordisk alleged both companies used the Ozempic and Wegovy names and images in online advertising, then offered paying subscribers a cheaper compounded "Generic Semaglutide" presented as equivalent to Ozempic, including in FDA-approved status, though no generic semaglutide has been approved
- In September 2025, the court denied the companies' motion to dismiss, holding that displaying the branded Ozempic pen went beyond what was necessary and that promotional claims could plausibly suggest Novo Nordisk's endorsement.
- The parties later resolved the case through a settlement.

September 2026 Leadership Change

- Effective September 9, 2026, Mahoney resigned as CEO and from the board of directors (the "Board"), and Levan resigned as President, from all other officer positions and from the Board.
  - The Board appointed Hambidge, CFO since 2023, as CEO
  - Hambidge and Sabrina Burgi (identified as COO in August 2024) joined the Board, along with Mary Schroeder as independent director (the "Independent Director")
- On September 18, 2026, the Board formed a special restructuring committee (the "Committee"), with the Independent Director as its sole member.
- Prepetition, the Debtor engaged Levan and Mahoney as independent contractors under advisory agreements for transition and advisory services, then terminated those agreements on October 31, 2026.

Equity Ownership

- In December 2023, Corazon Capital led FuturHealth's $5 million seed financing round.
  - The Form D, filed under the name FuturCo Health Technologies, Inc., reports approximately $5 million sold to three investors, with the first sale on December 15, 2023
- As of September 12, 2026, the Debtor had approximately 58 equity security holders, including option and warrant holders.
  - Equity consists of common stock held by six holders and two series of seed preferred stock held by four holders
  - Warrants and options are outstanding for an additional 484,913 and 597,440 common shares, respectively
- **Common Stock:**
  - Levan Enterprises, Inc. and Mahoney Marketing Group, LLC each hold 4,500,000 shares (approximately 44.6% each; approximately 89.2% combined)
  - The Hambidge Family Trust holds approximately 9.9%; the remainder is split among Corazon Capital III LP and two individuals
- **Series Seed-1 Preferred:**
  - Corazon Capital III LP holds approximately 53.2%, two InterAlpen Partners funds approximately 42.6% combined and Oversubscribed Ventures Fund I the remaining approximately 4.3%
- **Series Seed-2 Preferred:**
  - Held entirely by Corazon Capital III LP

Whole Health OS Platform

- Whole Health OS is the connective layer between FuturHealth's customers and the third parties that deliver their care.
  - Customers interact via FuturHealth's mobile and web applications, text messaging and email; the platform uses data and AI-enabled tools to direct each customer to the right provider and guide them through their program
  - Third-party vendors for pharmacy, telehealth, customer service, payment processing, operational software and compliance services are largely integrated into or run alongside the platform
- FuturHealth owns a federally registered FUTURHEALTH trademark covering downloadable software and meal-planning services, with applications pending for its stylized "F" logo.
- The Debtor's 20 largest unsecured creditors include several partners that deliver FuturHealth's programs:
  - **Clinical Care:** services may be provided by SteadyMD Physician Group (owed approximately $1.4 million), OpenLoop Healthcare Partners (approximately $0.8 million) and provider groups supported by CareValidate (approximately $0.2 million)
  - **Pharmacy:** Alto Pharmacy delivers GLP-1 medications prescribed through FuturHealth's provider network; its pharmacy entity, FuzeRx Pharmacy LLC, holds the Debtor's largest unsecured claim at approximately $2.3 million
  - **Customer Experience:** IntouchCX, a customer-experience firm, is owed approximately $1.2 million

Revenue Model

- A monthly subscription buys access to the platform and telehealth consultations with clinicians at independent medical groups; it excludes prescription medication, pharmacy costs and lab fees and does not guarantee a prescription, which rests entirely with the clinician.
  - A customer's total cost is the subscription plus any medication, lab and other charges, disclosed before they are incurred
- Care is delivered by two kinds of outside parties, shaping how money moves through the platform:
  - **Clinical services:** FuturHealth acts as the independent medical group's payment agent, collecting and remitting the provider's charge and keeping only its own platform service fee, with each purchase itemized
  - **Medication:** dispensed by independent licensed pharmacies FuturHealth does not own or control; cost not included in the subscription
- Customers pay out of pocket on a recurring basis:
  - **Self-Pay:** FuturHealth does not bill insurers, including Medicare and Medicaid, for platform fees; a third-party benefits check can estimate whether a member's own insurance would cover a prescribed drug
  - **Pay-Over-Time:** since March 2025, approved customers can pay through Affirm, financing medications, meal plans, consultations and lab services in installments
  - **Auto-Renewal and Refunds:** subscriptions renew monthly unless cancelled at least 24 hours before renewal; under a satisfaction guarantee, cancelling members may recover the refundable portion of membership fees paid in the prior six months, excluding amounts spent on provider visits, clinical services, medication, pharmacy charges or lab work

Program and Medication Developments

- Until August 2025, FuturHealth marketed compounded GLP-1 medications (pharmacy-made versions rather than manufacturers' branded products); since then, its offering has centered on FDA-approved medications.
  - Under every program, a network clinician decides whether to prescribe, an independent licensed pharmacy dispenses, and customers may send prescriptions to any pharmacy they choose
- **Key additions:**
  - **Branded Wegovy (Injection):** on July 30, 2025, began offering Wegovy through Novo Nordisk's cash-pay program at $499 a month, following a limited-time $299 first month, with free next-day delivery from Alto Pharmacy
  - **Wegovy Pill:** in January 2026, added a $198-a-month program pairing a Wegovy pill prescription with ongoing medical support, with an optional customized meal program
  - **Foundayo:** in April 2026, began offering Foundayo (orforglipron), Eli Lilly's once-daily GLP-1 pill, through a program starting at $198 a month, with home delivery to eligible members

Workforce and Facilities

- As of the Petition Date, FuturHealth employed approximately 28 full-time employees and relied on approximately 20 independent contractors, plus staffing-agency personnel.
  - They cover engineering, quality assurance, customer experience, medical operations, marketing, finance and administration, operating remotely across multiple states
- FuturHealth leases office space in San Diego that is not used for ongoing operations; the Debtor anticipates rejecting the lease during the case.

Prepetition Obligations

Debtor's Prepetition Obligations
USD in Millions *As of November 01, 2026*

Debt Instrument	Agent / Lender	Rate	Maturity	Borrowers	Guarantors / Obligors	Security	Amount Outstanding
Secured Debt:							
iHeartMedia Prepetition Facility[1][2] *($9.1 million)*	iHeartMedia + Entertainment, Inc.	Not specified	Not specified	FuturHealth, Inc.	Not specified	Lien on now-owned and after-acquired accounts receivable and all proceeds	$ 7.5
Total Secured Debt							**$ 7.5**
Other Obligations:							
Merchant Cash Advance Obligations[3] *($1.8 million)*	Cedar Advance LLC, Velocity Capital Group LLC[4]	Not specified	Not specified	FuturHealth, Inc.	John Levan (personal guaranty)	Unsecured per the Debtor; Purported liens on receivables and certain other assets	1.0
Prepetition Notes[5] *($1.3 million)*	Noteholders[6]	18.00%	Not specified[7]		Not specified	Unsecured	1.6
Prepetition Notes - InterAlpen(8) *($300K)*	InterAlpen Partners, LLC	Not specified	Not specified[9]		Not specified	Unsecured	
Attivo Note[10]	Attivo Partners LLC	Not specified	Not specified		Not specified	Unsecured	0.2
General Unsecured Claims	Various	Not specified	Not specified		Not specified	Unsecured	10.0
Total Other Obligations							**$ 12.8**
Total Debt							**$ 20.3** [11]

1) Converted at year-end 2025 from the remaining payable under an approximately $13.5 million Q1 2025 advertising agreement with iHeartMedia.
2) The Debtor was obligated to pay iHeartMedia approximately $200,000 per month.
3) In exchange for the purported sale of approximately $2.5 million of future receipts.
4) One agreement with Cedar Advance LLC, two agreements with Velocity Capital Group LLC.
5) Issued with warrants to purchase up to an aggregate of 427,866 shares of common stock at an exercise price of $6.35 per share; approximately $1.3 million of the authorized $1.5 million in notes was issued.
6) Certain purchasers included then-current officers and directors of the Debtor, or their affiliates. The financing was approved by the Debtor's disinterested director and disinterested stockholders after disclosure of those relationships.
7) Maturing 180 days after the first closing; the agreement was entered into in March or April 2026.
8) Issued with a seven-year warrant to purchase 142,622 shares of common stock at $6.35 per share.
9) Repayable in fourteen weekly payments totaling approximately $360,000.
10) Professional services incurred for consulting, finance, accounting, and administrative services provided to the Debtor.
11) The Debtor estimates approximately $28 million in total liabilities as of the Petition Date, including other liabilities incurred in the ordinary course of business.

Source: Bondoro, Court filings

Top Unsecured Claims

20 Largest Unsecured Creditors

USD in Thousands *As of November 01, 2026*

	Creditor	Nature of Claims	Amount of Claim		Creditor	Nature of Claims	Amount of Claim
1	FuzeRx Pharmacy LLC (Alto Pharmacy)	Trade Debt	$ 2,298.3	11	Assembled, Inc.	Trade Debt	231.7
2	Foley & Lardner LLP	Trade Debt	2,223.5	12	Tiktok Ads	Trade Debt	229.2
3	SteadyMD, Inc.	Trade Debt	1,365.0	13	Google	Trade Debt	215.6
4	IntouchCX Inc.	Trade Debt	1,204.2	14	Zendesk, Inc.	Trade Debt	209.7
5	OpenLoop Healthcare Partners	Trade Debt	753.6	15	CareValidate Inc.	Trade Debt	195.8
6	Velocity Capital Group LLC	Unsecured MCA	705.9	16	Attivo Partners LLC	Unsecured Note	173.9
7	The Paso Trust	Unsecured Note	544.4	17	North Beam, Inc.	Consulting Agreement	104.0
8	VLP Law Group LLP	Trade Debt	404.3	18	Baker Tilly US, LLP	Trade Debt	92.9
9	American Express	Trade Debt	316.2	19	Autumn Communications	Trade Debt	89.8
10	Cedar Advance LLC	Unsecured MCA	290.0	20	Palark GmbH	Trade Debt	75.7
						20 Largest Unsecured Claims	**$ 11,723.7**

Source: Bondoro, Court filings

Events Leading to Bankruptcy

Unsuccessful Advertising Agreement

- In Q1 2025, the Debtor entered into an advertising agreement with iHeartMedia worth approximately $13.5 million.
  - According to the Debtor, the campaign failed to produce the anticipated return, and the agreement required more than $4 million in cash payments during H1 2025, diverting cash from the marketing spend the Debtor relies on to acquire new customers
- The Debtor generated approximately $120 million of revenue in 2025 but ended the year with approximately $3 million less cash than it started with.

The Shift from Compounded GLP-1s

- Federal law generally prohibits compounding pharmacies from copying FDA-approved drugs, but suspends that restriction while a drug is on the FDA's shortage list; that exception underpinned the compounded GLP-1 market in 2022 – early 2025, when tirzepatide and semaglutide were in shortage.
- The exception began to close as the FDA delisted both drugs:
  - **Tirzepatide (Mounjaro, Zepbound):** removed in October 2024 after the FDA determined Eli Lilly's supply could meet demand; reaffirmed in December 2024 following a voluntary remand
  - **Semaglutide (Ozempic, Wegovy):** same conclusion on February 21, 2025, with transition periods running until April 24, 2025 for pharmacies and physicians (when a federal court declined to enjoin the decision) and May 22, 2025 for outsourcing facilities
  - On August 27, 2026, the Fifth Circuit upheld the FDA's decisions on both drugs
- Following the transition periods and Novo Nordisk's 2024 lawsuit, FuturHealth stopped marketing compounded GLP-1 medications in August 2025 to focus on FDA-approved alternatives.
  - According to the Debtor, the transition required reduced marketing spend, which slowed new-customer acquisition

The Goglia Litigation

- Goglia Nutrition alleges Levan and Mahoney, while managing Goglia Nutrition, secretly formed FuturHealth and moved its most valuable assets to it for a fraction of their fair value.
  - Goglia and Saridakis say they believed they were approving a licensing deal with an independent vendor, had not seen the agreements (not attached to the consent they signed) and did not know FuturHealth was owned by their fellow managers or that the TLA allowed a $4 million outright acquisition of the G-Plans technology
  - Goglia Nutrition argues the agreements are void for fraud in the execution; FuturHealth counters that the two chose not to read the agreements and has asserted counterclaims
- In December 2025, the court deferred FuturHealth's motion to compel arbitration under the TLA; a stipulated order entered January 30, 2026 requires FuturHealth to:
  - **Escrow Revenue:** hold GLP-1 revenue received since January 12, 2026 from customers shared with G-Plans in escrow, in constructive trust for Goglia Nutrition (approximately $920,000 escrowed, per the Debtor)
  - **Platform:** remove references to G-Plans and its "metabolic typing" approach and stop using metabolic classification in its platform
- On August 20, 2026, the court held the December 2023 Agreements, including their arbitration clause, void for fraud in the execution.
  - The court found Levan and Mahoney pressed Goglia and Saridakis to sign within minutes without the agreements attached; after counsel advised full disclosure was required, Mahoney had his and Levan's names replaced with Hambidge's; the court also cited Mahoney's October 2023 message that he would have Goglia sign and "fill him in later"
  - The ruling did not decide Goglia Nutrition's claims, which await trial, but left FuturHealth without a valid license to the G-Plans technology unless reversed

Events Leading to Bankruptcy (cont'd)

The Goglia Litigation (cont'd)

- FuturHealth appealed to the Ninth Circuit on September 8, 2026; on October 8, 2026, the district court stayed the entire action, including counterclaims, pending appeal.
  - According to the Debtor, the litigation materially impaired its ability to raise new equity or conventional debt in 2026, as it had expected arbitration on a timeline allowing a capital raise

Financing Efforts and Liquidity Issues

- From January through July 2026, the Debtor cut non-marketing operating expenses by approximately 42%, including through two workforce reductions, but the savings could not offset declining revenue.
- Unable to obtain conventional financing in 2026, the Debtor turned to costlier liquidity sources:
  - Approximately $1.6 million of insider and affiliate notes issued in March and April 2026
  - Three merchant cash advance agreements entered into between May and July 2026, providing an aggregate purchase price of approximately $1.8 million
- With weekly merchant cash advance remittances of approximately $77,000 plus an approximately $200,000 monthly payment to iHeartMedia, the Debtor puts its debt service at approximately $500,000 a month, leaving it behind on amounts owed to vendors and other service providers.

Strategic Alternatives

- The Debtor engaged Centerview Partners LLC in March 2025 to evaluate strategic alternatives; after briefly retaining another advisor in September 2026, it hired Hilco Corporate Finance, LLC ("Hilco") on September 21, 2026 to run parallel DIP financing and sale processes.
  - Per Hilco, 33 prospective lenders received teasers, eight signed NDAs and three non-binding term sheets were received: from Twelve Bridge Capital, LLC ("Twelve Bridge"), an unrelated third party (less favorable; later withdrawn) and a party affiliated with Hambidge
  - No lender would provide financing on an unsecured basis, and every proposal depended on priming iHeartMedia's liens
- The Debtor signed a term sheet with Twelve Bridge on October 14, 2026.
  - After the term sheet was signed, a lender connected to Hambidge made a new offer on similar terms with less funding and a much shorter sale timeline; the Committee determined it was not sufficiently superior to exercise its fiduciary out, and the offer was withdrawn on October 30, 2026

Filing Overview

- The Debtor filed primarily to pursue a court-supervised sale of some or all of its business and assets, while evaluating in parallel whether a standalone reorganization or another transaction would deliver more value.

The DIP Facility

- The case will be funded by a senior secured superpriority priming DIP facility of up to $5 million from Twelve Bridge, entirely new money with no roll-up; interim approval was granted November 3, with the final hearing scheduled for December 1, 2026.
  - **Structure:** $1.5 million available on interim approval; the remaining $3.5 million becomes available only after the final order and execution of a Qualified Stalking Horse APA (a binding APA acceptable to Twelve Bridge providing enough closing cash to repay the DIP in full, with no financing or material diligence contingency)
  - **Pricing:** 14% per annum, paid in kind monthly, with a 3% default rate increase
  - **Fees:**
    - Commitment Fee: $250,000 on entry of each of the interim and final orders; full $500,000 earned if the Debtor refinances between the two orders
    - **Funding Fee:** 5% of each draw; Exit Fee: 7% of outstanding principal plus capitalized interest
    - **Work Fee:** $50,000, of which $25,000 is credited against the exit fee
    - **Stalking Horse Reduction:** if a Qualified Stalking Horse APA is signed within 21 days of filing, the final commitment fee drops to $150,000 and later funding fees drop to 4%
  - **Maturity:** earliest of 120 days after the Petition Date, a sale of substantially all assets or a plan's effective date

The DIP Facility (cont'd)

- **Collateral and Priority:** priming liens on substantially all of the Debtor's property, including the Whole Health OS platform and commercial tort and litigation claims, plus superpriority claims; avoidance actions excluded.
  - DIP liens also prime the merchant cash advance funders' asserted liens without acknowledging their validity; the funders receive no adequate protection
- **Carve Out:** budgeted estate professional fees through a default notice, plus up to $100,000 afterward and $25,000 for a Chapter 7 trustee.
- **Adequate Protection:** in exchange for consenting to the priming of its liens, iHeartMedia receives:
  - Junior replacement liens and a section 507(b) claim
  - Current cash interest and payment of its professional fees
  - An equal share with Twelve Bridge of the first $50,000 of sale proceeds
- **Challenge Rights:** the Debtor and Twelve Bridge stipulate to the extent, validity and priority of iHeartMedia's loan and liens, subject to challenge by a committee or other party with standing within 75 days after entry of the interim DIP order (January 19, 2027).
- **Sale Proceeds and Credit Bidding:** apart from the $50,000 shared with iHeartMedia, sale proceeds go first to repay the DIP in full; iHeartMedia may credit bid only in a transaction that pays the DIP in full in cash.
- **Budget Variance:** aggregate disbursements may not exceed budget by more than 15% on a rolling four-week basis; minimum unrestricted cash of $100,000.
- **Milestones:** the parties target a sale closing within approximately 120 days of filing.
- **Covenants:** the Debtor must maintain the Whole Health OS platform and its material medical, pharmacy, technology and service relationships; an order allowing a merchant cash advance funder to divert postpetition receipts without Twelve Bridge's agreement is an event of default.

Bidding Procedures and Timeline

- The Debtor's bidding procedures motion proposes to sell substantially all of its assets through a competitive bidding process, with a sale hearing requested for December 29, 2026.
  - Hilco contacted approximately 135 strategic and financial parties before and after the filing; 17 signed NDAs, but no third party had made an actionable proposal as of November 3, 2026
- **Key terms:**
  - **Scope:** bids may cover all, substantially all or a portion of the assets, including IP and the Debtor's claims and causes of action; partial bids may be combined or evaluated together with the liquidation value of remaining assets
  - **Stalking Horse:** none yet in place; the Debtor may designate one by December 1, 2026, with a break-up fee and/or expense reimbursement
  - **Qualifying Bids:** cash (or a valuation of any non-cash consideration), 10% deposit, no financing or diligence contingencies, commitment to close by January 12, 2027 and disclosure of intent to hire any Debtor employees
  - **Credit Bidding:** secured creditors may credit bid; Twelve Bridge is automatically a Qualified Bidder if it submits a credit bid by the bid deadline
  - **Minimum Overbid:** if a stalking horse is designated, stalking horse bid plus bid protections plus $250,000, with $250,000 auction increments; otherwise the Debtor may set its own minimum bid
- **Key Dates:**
  - December 1, 2026: stalking horse designation deadline
  - December 14, 2026: sale and cure objection deadline
  - December 15, 2026: bid deadline; December 18, 2026: auction (if needed)
  - December 29, 2026: proposed sale hearing (subject to court availability); January 12, 2027: sale closing deadline

First-Day Relief

- The court granted interim approval of each motion below on November 3, 2026, with a final hearing scheduled for December 1, 2026.
- **Cash Management Motion (Doc. 5) (Interim Approval):**
  - Continue the cash management system of four bank accounts and keep paying bank fees (approximately $100 a month) and payment processing fees (approximately $98,000 a month)
- **Critical Vendor Motion (Doc. 6) (Interim Approval):**
  - Pay up to $1 million of prepetition trade claims ($500,000 on an interim basis) owed to pharmacy, telehealth, customer service, payment processing, software and compliance vendors, most built into or working with Whole Health OS
- **Taxes Motion (Doc. 7) (Interim Approval):**
  - Pay approximately $33,700 of prepetition taxes and fees: approximately $27,000 of sales taxes and approximately $6,700 owed to tax service providers Gable Tax Consulting Group and Ceretax; the interim order authorizes the full amount but excludes past-due taxes
- **Wages Motion (Doc. 8) (Interim Approval):**
  - Pay approximately $317,500 of prepetition workforce obligations ($291,800 interim) for approximately 48 workers (28 employees and approximately 20 independent contractors) plus personnel from three staffing agencies
    - Nearly all relates to contractors: approximately $240,000 owed to staffing agencies and approximately $60,000 under the Levan and Mahoney advisory agreements, which the Debtor will not pay above the priority cap without further approval
    - The remainder covers approximately $10,000 of wages and small amounts for payroll processing, benefits and expense reimbursements

Additional Issues to Watch

- **Title to the Platform:**
  - The August 2026 ruling voided the agreements under which FuturHealth licensed the G-Plans technology, and the Ninth Circuit appeal remains pending; a buyer of Whole Health OS may acquire the platform subject to that dispute rather than with a clean license
  - The interim DIP order makes no finding that disputed property, such as the approximately $920,000 of escrowed revenue held in constructive trust for Goglia Nutrition, belongs to the estate
- **Estate Claims:**
  - A creditors' committee may examine the Debtor's dealings with insiders, including the 2026 notes purchased in part by then-current officers and directors and the founders' prepetition advisory agreements
  - How much any recovery benefits unsecured creditors depends partly on the final DIP order
- **Customer Data:**
  - The Debtor counts its database of existing and prospective customers among the assets supporting a sale, though not all related data may belong to the Debtor
  - Medical records appear to be kept by the independent medical groups, G-Plans data came under an agreement the court has since voided and any transfer is subject to FuturHealth's privacy policy, leaving open which data a buyer can actually acquire

Initial Budget

Actual / Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Total
Week Number	1	2	3	4	5	6	7	8	9	10	11	12	13	13
Week Beginning	11/2	11/9	11/16	11/23	11/30	12/7	12/14	12/21	12/28	1/4	1/11	1/18	1/25	11/2
Week Ending	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3	1/10	1/17	1/24	1/31	1/31
Receipts														
Stripe	$ 621,081	$ 639,714	$ 658,905	$ 678,672	$ 692,246	$ 706,091	$ 720,212	$ 734,617	$ 749,309	$ 764,295	$ 779,581	$ 795,173	$ 811,076	9,350,971
Refund	$ (20,000)	$ (20,000)	$ (20,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	(60,000)
Authorize	$ 23,008	$ 23,698	$ 24,409	$ 25,142	$ 25,644	$ 26,157	$ 26,680	$ 27,214	$ 27,758	$ 28,314	$ 28,880	$ 29,457	$ 30,047	346,410
Total Receipts, Net	**$ 624,089**	**$ 643,412**	**$ 663,314**	**$ 703,814**	**$ 717,890**	**$ 732,248**	**$ 746,893**	**$ 761,831**	**$ 777,067**	**$ 792,609**	**$ 808,461**	**$ 824,630**	**$ 841,123**	**$ 9,637,381**
Weekly Growth, Stripe and Authorize		*3.0%*	*3.0%*	*3.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*	
Disbursements														
Marketing	$ (123,611)	$ (357,592)	$ (121,949)	$ (128,046)	$ (134,448)	$ (141,171)	$ (389,679)	$ (155,641)	$ (163,423)	$ (171,594)	$ (421,624)	$ (189,182)	$ (198,642)	(2,696,602)
Wages & Benefits	$ -	$ (310,024)	$ (50,840)	$ (225,411)	$ (50,840)	$ (310,024)	$ (50,840)	$ (225,411)	$ (50,840)	$ -	$ (360,864)	$ -	$ (276,251)	(1,911,345)
Other Trade/Operational Payments	$ (428,868)	$ (420,783)	$ (250,000)	$ (225,000)	$ (255,625)	$ (225,000)	$ (435,783)	$ (225,000)	$ (549,630)	$ (225,000)	$ (435,783)	$ (225,000)	$ (225,000)	(4,126,472)
Total Operating Disbursements	**$ (552,479)**	**$ (1,088,399)**	**$ (422,789)**	**$ (578,457)**	**$ (440,913)**	**$ (676,195)**	**$ (876,303)**	**$ (606,052)**	**$ (763,892)**	**$ (396,594)**	**$ (1,218,271)**	**$ (414,182)**	**$ (699,893)**	**$ (8,734,419)**
Operating Cash Flow	**$ 71,611**	**$ (444,987)**	**$ 240,526**	**$ 125,357**	**$ 276,977**	**$ 56,053**	**$ (129,410)**	**$ 155,779**	**$ 13,175**	**$ 396,015**	**$ (409,810)**	**$ 410,448**	**$ 141,230**	**$ 902,962**
Non Operating Disbursements														
Chapter 11 expenses	$ (352,885)	$ (102,885)	$ (152,885)	$ (252,885)	$ (102,885)	$ (102,885)	$ (102,885)	$ (102,885)	$ (102,885)	$ (102,885)	$ (102,885)	$ (102,885)	$ (427,885)	(2,112,500)
Secured Debt expenses	$ (50,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (75,000)	(125,000)
KEIP / KERP	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,000,000)	(1,000,000)
Prepetition Secured Lender Interest	$ -	$ (50,000)	$ -	$ -	$ -	$ -	$ (50,000)	$ -	$ -	$ -	$ (50,000)	$ -	$ -	(150,000)
Advisory Fees	$ -	$ (60,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	(60,000)
Critical Vendors	$ -	$ -	$ (250,000)	$ -	$ (250,000)	$ -	$ -	$ -	$ -	$ (500,000)	$ -	$ -	$ -	(1,000,000)
Net Cash Flow before DIP Financing	**$ (331,274)**	**$ (657,871)**	**$ (162,359)**	**$ (127,528)**	**$ (75,908)**	**$ (46,832)**	**$ (282,294)**	**$ 52,894**	**$ (89,710)**	**$ (206,870)**	**$ (562,695)**	**$ 307,563**	**$ (1,361,655)**	**$ (3,544,538)**
DIP Financing														
DIP Draws - Funded Proceeds	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	$ 200,000	$ -	$ 100,000	$ 200,000	$ 500,000	$ -	$ 1,100,000	3,600,000
Net DIP Financing Cash Flow	**$ 1,500,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 200,000**	**$ -**	**$ 100,000**	**$ 200,000**	**$ 500,000**	**$ -**	**$ 1,100,000**	**$ 3,600,000**
Opening Bank Cash	$ 93,367	$ 1,262,093	$ 604,222	$ 441,863	$ 314,335	$ 238,427	$ 191,596	$ 109,301	$ 162,195	$ 172,486	$ 165,616	$ 102,921	$ 410,484	93,367
Net Cash Flow after DIP Financing	$ 1,168,726	$ (657,871)	$ (162,359)	$ (127,528)	$ (75,908)	$ (46,832)	$ (82,294)	$ 52,894	$ 10,290	$ (6,870)	$ (62,695)	$ 307,563	$ (261,655)	55,462
Ending Bank Cash	**$ 1,262,093**	**$ 604,222**	**$ 441,863**	**$ 314,335**	**$ 238,427**	**$ 191,596**	**$ 109,301**	**$ 162,195**	**$ 172,486**	**$ 165,616**	**$ 102,921**	**$ 410,484**	**$ 148,829**	**$ 148,829**

-BONDORO-

Source: Court Filings