

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: COMMERCIAL DIVISION**

MARIO M. KRANJAC,

Plaintiff,

v.

DANIELLA KRANJAC, REINHARD VOGT,  
PETER LEE, SEBASTIEN LATAPIE,  
JESSICA DAVIS, AVANT BIO LLC, AVANT  
BIO GP II LLC, AVANT BIO FUND II LP,  
JOHN DOE 1-4 and JANE DOE,

Defendants.

Index No.: 650801/2024

**JUDGMENT**

The court having granted defendants’ motion to confirm the Partial Final Award, dated August 8, 2025, issued in American Arbitration Case No. 01-23-0005-0064, by order dated October 6, 2025, now it is

**ORDERED, ADJUGDED and DECLARED** that:

- i. All claims brought by Mario Kranjac on behalf of Dynamk Capital LLC (“Capital”) and Dynamk Fund Advisors LLC (“Advisors,” and together with Capital, the “Dynamk LLCs”) are dismissed with prejudice;
- ii. All claims brought by Mario Kranjac against (i) Peter Lee, and (ii) Avant Bio LLC, Avant Bio GP II LLC, and Avant Bio Fund II LP (“Avant Bio,” and collectively with Avant Bio LLC and Avant Bio GP II LLC, the “Avant Entities”), are dismissed with prejudice;
- iii. All claims brought by Mario Kranjac against unnamed persons (John Does 1-4 and Jane Done) are dismissed with prejudice;

- iv. Mario Kranjac's claims against Daniella Kranjac and Reinhard Vogt for breach of the covenant of good faith and fair dealing, extra-contractual fraud, and unjust enrichment are dismissed with prejudice;
- v. Mario Kranjac's claims against Daniella Kranjac for breach of contract are DENIED and dismissed with prejudice;
- vi. Mario Kranjac's claim against Daniella Kranjac, Reinhard Vogt, Sebastien Latapie, and Jessica Davis for breach of fiduciary duty is DENIED and dismissed with prejudice;
- vii. Mario Kranjac's claim against Daniella Kranjac and Reinhard Vogt for shareholder oppression is DENIED and dismissed with prejudice;
- viii. Mario Kranjac's claim against Daniella Kranjac, Reinhard Vogt, Sebastien Latapie, and Jessica Davis for breach of the duties of care and loyalty is DENIED and dismissed with prejudice;
- ix. Mario Kranjac's claim against Daniella Kranjac, Reinhard Vogt, Sebastien Latapie, and Jessica Davis for *ultra vires* acts is DENIED and dismissed with prejudice;
- x. Mario Kranjac's claim against Daniella Kranjac, Reinhard Vogt, Sebastien Latapie, and Jessica Davis for common law indemnification is DENIED and dismissed with prejudice;
- xi. Mario Kranjac's claim against Daniella Kranjac and Reinhard Vogt for contractual indemnification is DENIED and dismissed with prejudice;
- xii. Mario Kranjac's claim against Daniella Kranjac, Reinhard Vogt, Sebastien Latapie, and Jessica Davis for civil conspiracy is DENIED and dismissed with prejudice;
- xiii. Mario Kranjac's claim against Daniella Kranjac and Reinhard Vogt for contractual fraud is DENIED and dismissed with prejudice;

- xiv. Mario Kranjac's claims against Daniella Kranjac for fraudulent inducement is DENIED and dismissed with prejudice;
- xv. Mario Kranjac's claims against Daniella Kranjac for libel/defamation *per se* is DENIED and dismissed with prejudice;
- xvi. Daniella Kranjac's and Reinhard Vogt's counterclaim against Mario Kranjac for breach of contract is DENIED and dismissed with prejudice;
- xvii. Daniella Kranjac's and Reinhard Vogt's counterclaim against Mario Kranjac for breach of fiduciary duty is DENIED and dismissed with prejudice;
- xviii. Daniella Kranjac's and Reinhard Vogt's counterclaim against Mario Kranjac for breach of the implied covenant of good faith and fair dealing is DENIED and dismissed with prejudice;
- xix. Daniella Kranjac's counterclaim against Mario Kranjac for conversion is DENIED and dismissed with prejudice;
- xx. Daniella Kranjac's counterclaim against Mario Kranjac for fraud is DENIED and dismissed with prejudice;
- xxi. Daniella Kranjac's counterclaim against Mario Kranjac for tortious interference with prospective business relations is DENIED and dismissed with prejudice;
- xxii. Daniella Kranjac's and Reinhard Vogt's counterclaim against Mario Kranjac for contractual indemnification is GRANTED;
- xxiii. Daniella Kranjac's, Reinhard Vogt's, Sebastien Latapie's, and Jessica Davis's counterclaim against Mario Kranjac for defamation is GRANTED;
- xxiv. Daniella Kranjac's, Reinhard Vogt's, Sebastien Latapie's, and Jessica Davis's counterclaim for declaratory relief is GRANTED;
- xxv. Mario Kranjac currently holds a forty-nine percent (49%) Membership Interest in Capital. The responsibilities for conducting the day-to-day management and

operations of each of the Dynamk LLCs shall continue to be divided (not necessarily equally) between Mario Kranjac and Daniella Kranjac as co-Managers pursuant to Section 6.01(A) of the 2020 LLC Agreements;

- xxvi. Given the separate businesses of the Dynamk Life Sciences Fund, L.P. (“Dynamk Life Sciences Fund”) and Avant Bio, and that the Dynamk Life Sciences Fund has reached its “Full Investment Date” and the end of its “Investment Period” under the 2021 LPA and will no longer invest in new portfolio companies, the Avant Entities (Avant Bio LLC, Avant Bio GP II LLC, and Avant Bio Fund II LP) are not similar to, or in direct or indirect competition with any activities of the Dynamk Life Sciences Fund;
- xxvii. Mario Kranjac does not have any right, title, or interest, in Avant Bio LLC, its affiliates, or any other business ventures of any kind, nature and description affiliated with any of Avant Bio LLC or its affiliates;
- xxviii. Mario Kranjac is not authorized to unilaterally withdraw or expend funds (a) from any bank account of Capital without Majority Approval of the Members of Capital; or (b) from any bank account of Advisors (or any bank account of the Dynamk Life Sciences Fund or any of its co-investment vehicles or portfolio companies) without Majority Approval of the Members of Advisors;
- xxix. Mario Kranjac has no unilateral authority to make any management determinations or decisions (a) on behalf of, or regarding, Capital, without Majority Approval of its Members, or (b) on behalf of, or regarding Advisors or the Dynamk Life Sciences Fund, without Majority Approval of Advisor’s Members;
- xxx. Mario Kranjac shall make no false representations, or communications on behalf of, or which reference (i) Dynamk Capital LLC (or any variation of such name or in combination with the name “Avant”), without Majority Approval of Capital’s

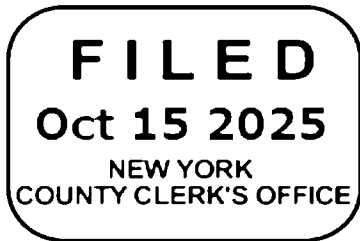
Members, or (ii) Dynamk Fund Advisors LLC, or Dynamk Life Sciences Fund, L.P. (or any variations of such names or in combination with the name “Avant”), without Majority Approval of Advisors’ Members;


- xxxi. The parties to the Second Amended and Restated LLC Agreement for Capital and the Third Amended and Restated LLC Agreement for Advisors (together, the “2020 LLC Agreements”) shall comply with Section 7.01 thereof in its entirety including the provision that “[a]ll Members and their duly authorized representatives shall have the right to inspect and copy any or all of the Company’s books and records ... during reasonable business hours upon three (3) business days’ notice to the other Members, and shall have, on demand, true and full information of all matters affecting the Company.” Such right of inspection and copying may be limited upon Majority Approval to “view-only” files constituting the Company’s books and records accessible on the accounting platform used by the Company. Section 7.01 of the 2020 LLC Agreements as modified by this declaration shall continue in full force and effect;
- xxxii. Mario Kranjac is not authorized to make any claims or commence litigation or arbitration proceedings (i) on behalf of, or involving, Capital without Majority Approval of the Members of Capital; or (ii) on behalf of, or involving, Advisors (or Dynamk Life Sciences Fund) without Majority Approval of the Members of Advisors. Section 6.01(B) of the 2020 LLC Agreements as modified by this declaration shall continue in full force and effect;
- xxxiii. Except to the limited extent necessary to comply with applicable law (including a lawful subpoena or order issued by a court of competent jurisdiction), Mario Kranjac shall cease and desist from publishing any confidential and/or proprietary information which references, or relates to, Dynamk, Avant, their respective

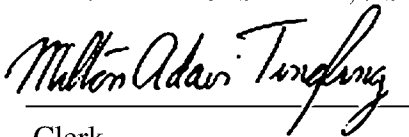
portfolio companies, and/or any of Daniella Kranjac, Reinhard Vogt, Sebastien Latapie, and Jessica Davis;

xxxiv. Mario Kranjac shall cease and desist from publishing any false and defamatory statements which reference, or relate to, Dynamk, Avant, their respective portfolio companies, "Dynamk II," "Dynamk-Avant," and/or any of Respondents; and

xxxv. Pursuant to Section 6.06(B) of the 2020 LLC Agreements, Daniella Kranjac, Reinhard Vogt, Sebastien Latapie, and Jessica Davis (and any other persons engaged in authorized acts on behalf of the Dynamk LLCs) are entitled to full indemnification from Capital and Advisors with respect to any loss or damage incurred by reason of Mario Kranjac's fraud, gross negligence, intentional misconduct and breach of his fiduciary duty.



ENTER:   
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Hon. Jennifer G. Schecter, J.S.C. 10/10/25

  
\_\_\_\_\_  
Clerk

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JUDGMENT

**FILED**  
**OCT 15 2025**  
AT 05:26 P M  
N.Y. CO. CLK'S OFFICE