

Jason S. Brookner  
Texas Bar No. 24033684  
Emily F. Shanks  
Texas Bar No. 24110350  
**GRAY REED**  
1601 Elm Street, Suite 4600  
Dallas, TX 75201  
Telephone: (214) 954-4135  
Facsimile: (214) 953-1332  
Email: jbrookner@grayreed.com  
eshanks@grayreed.com

Kizzy L. Jarashow (*pro hac vice*)  
**GOODWIN PROCTER LLP**  
The New York Times Building  
620 Eighth Avenue  
New York, NY 10018  
Telephone: (212) 813-8800  
Email: KJarashow@goodwinlaw.com

-and-

David R. Chen (*pro hac vice*)  
**GOODWIN PROCTER LLP**  
520 Broadway Suite #500  
Santa Monica, CA 90401  
Telephone: (424) 252-6400  
Email: davidchen@goodwinlaw.com

*Counsel to EIT Pharma, Inc., formerly known as  
Eiger InnoTherapeutics, Inc.*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

	)			
In re:	)			Chapter 11
	)			
EIGER BIOPHARMACEUTICALS, INC., <i>et al.</i> <sup>1</sup>	)			Case No. 24-80040 (SGJ)
	)			
Debtors.	)			(Jointly Administered)
	)			

**EIT PHARMA, INC.'S,  
REPLY IN SUPPORT OF EMERGENCY  
MOTION TO CONFIRM TERMS OF LONAFARNIB/LAMBDA SALE ORDER**

EIT Pharma, Inc., formerly known as Eiger InnoTherapeutics, Inc., (“EIT”), files this reply (the “Reply”) in support of its *Emergency Motion to Confirm terms of the Lonafarnib/Lambda Sale Order* [Docket No. 787] (the “Motion”)<sup>2</sup> in response to (i) *Sentnyl Therapeutics, Inc.’s (I)*

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: Eiger BioPharmaceuticals, Inc. (1591); EBPI Merger Inc. (9986); EB Pharma LLC (8352); Eiger BioPharmaceuticals Europe Limited (N/A); and EigerBio Europe Limited (N/A). The Debtors’ service address is 2155 Park Boulevard, Palo Alto, California 94306.

<sup>2</sup> Capitalized terms not defined herein have the meaning as defined in the Motion or in the Lonafarnib APA, as applicable.

*Response to EIT Pharma, Inc., Formerly Known as Eiger Innotherapeutics, Inc.’s Emergency Motion to Confirm Terms of Lonafarnib/Lambda Sale Order and (II) Request for Status Conference Pursuant to 11 U.S.C. § 105(d)* [Docket No. 790] (the “Response”) and (ii) *Sentynl Therapeutics, Inc.’s Supplemental Response and Objection to EIT Pharma, Inc.’s Formerly Known as Eiger Innotherapeutics, Inc.’s Emergency Motion to Confirm Terms of Lonafarnib/Lambda Sale Order* [Docket No. 810] (the “Supplemental Response”), and respectfully represents as follows:

### **Introduction and Summary**

1. Finally, for the first time in its Supplemental Response, Sentynl comes out and actually says why it is creating all this confusion and noise: Sentynl believes it purchased assets that EIT purchased. But the plain language of each parties’ respective asset purchase agreement begs to differ. Other than the hard assets set forth in section 2.1 of the Zokinvy APA,<sup>3</sup> and as otherwise set forth in Schedule 2.1(h) of the Lonafarnib APA (as explained in the double sale below), Sentynl merely purchased certain historical Debtor information and a license to the manufacturing infrastructure that EIT itself ultimately purchased.

2. In its simplest terms, assume the Debtors owned a cake shop and made the best chocolate and lemon cakes around, along with other baked goods. The Debtors decided to sell everything in the shop, including the recipes for the cakes. Sentynl chose to purchase copies of the recipe for the chocolate cake, a few of the necessary ingredients (such as sugar and butter), and a few of baking “tools,” such as spoons and baking dishes. But, Sentynl did not purchase the things it needed to actually ***make the chocolate cake***, such as the ovens, mixers and the contracts

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<sup>3</sup> The “Zokinvy APA” refers to Asset Purchase Agreement by and between Sentynl Therapeutics, Inc., as Purchaser, and Eiger BioPharmaceuticals, Inc., as Seller, Dated March 31, 2024.

with the bakers and people who manufacture the special flour and special sugar used by the bake shop in its baked goods. Instead, Sentynl thought it could find the necessary ovens, mixers and special ingredients on better terms (*i.e.*, more cheaply) elsewhere. And so, Sentynl chose to pursue finding ovens, mixers and special ingredients from other third parties, leaving those items otherwise being sold by the Debtors behind in the bake shop.

3. Months later, EIT purchased everything else left in the bake shop, including all of the recipes, all the other ingredients and baking tools and equipment left behind by Sentynl in the bake shop, and all the vendor contracts for the specialized flour and sugar and other special ingredients.

4. As it turns out, Sentynl was unable to procure from third parties the ovens, mixers, and special ingredients necessary to make the chocolate cake. Rather than just fess up to its failed gambit, Sentynl instead is taking the in-credible position that because it bought the chocolate cake recipe, it is entitled to unfettered access to the “stuff” it left behind in the bake shop, which was later purchased free and clear by EIT, on full notice and after opportunity for objection and a hearing.

5. In the Motion, EIT asks for very simple relief: that the Court confirm the terms of the Lonafarnib/Lamba Sale Order, which approves the Lonafarnib APA. Worried that it will be the next target of Sentynl’s scorched-earth tactics, Corden has requested that EIT obtain an order from the Court confirming what the parties already know to be true—that EIT purchased certain Corden materials (other than those that were previously sold to Sentynl and over which EIT disclaims any interest), and that the Corden Contracts were assigned to EIT. Such materials and manufacturing services are vital to finalization process of EIT’s application to the FDA to approve Lonafarnib for the treatment of HDV and the manufacture of Lonafarnib for HDV for commercial

launch. Although they may also be necessary for Sentynl, that is not the issue presented in the Motion and, frankly, is not relevant to anything. Because again, Sentynl could have purchased everything it needed, but did not. The Court should not allow Sentynl's intentional decision-making to infect or confuse the situation or otherwise further delay EIT's ability to commercialize and supply Lonafernib for the treatment of HDV to millions of patients world-wide.

6. First, in its Response, Sentynl: (1) asserts that the Motion is a pretextual tactical move to secure a trojan horse ruling from the Court to be used offensively in connection with Sentynl's separate contested matter initiated by the *Motion (I) to Enforce the Zokinvy Sale order and (II) for Contempt Against Eiger Innotherapeutics, Inc.* [Docket No. 781] (the "Contempt Motion"); (2) misunderstands the double sale issue; and (3) asserts that the Motion is somehow an improper request for declaratory relief. Then, in its Supplemental Response, Sentynl seems to pivot, and now asserts that EIT has superior rights to materials, information, and data held at or by Corden and that EIT's Motion seeks to increase EIT's ownership rights.

7. EIT's Motion has no bearing on, and seeks no relief relating to, Sentynl's rights or any assets it purchased in these chapter 11 cases. EIT made clear in the Motion that it does **not** dispute and is **not** seeking any relief with regard to the ownership of certain 50 grams of raw material lots that were previously sold to Sentynl. And to the extent that Sentynl now asserts that it owns materials that EIT purchased under the Lonafernib APA, the Lonafernib APA speaks for itself. Additionally, Sentynl attempts to commandeer the current situation by acting as if this is Sentynl's own motion rather than EIT's.<sup>4</sup> Regardless, the Motion—***filed by EIT***—only seeks an order from the Court confirming the terms of the Lonafernib APA ***as it relates specifically to***

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<sup>4</sup> Indeed, Sentynl proposes its own alternative order granting EIT's Motion in its Supplemental Response. Such order is not only nonsensical, but proposes relief that has nothing to do with the relief sought in EIT's Motion (for example, relief related to Lonza, a completely separate vendor that is not the subject of EIT's Motion and is instead related to Sentynl's Contempt Motion).

**Corden**—not as to any other third party, such as Lonza.<sup>5</sup> See Motion at ¶¶ 3, 7, 21. Once again, Sentynl either does not understand what is happening here and what the Motion requests, or is intentionally confusing the issues. EIT’s Motion has nothing to do with Lonza—a separate third party to separate contract that the Debtors assigned to EIT.<sup>6</sup>

8. Sentynl’s attempt to distract from the simple relief requested by EIT is nothing but inflammatory and inappropriate, and without basis in fact. Sentynl’s objections should be overruled and the Motion should be granted.

### **Factual Corrections**

9. At the outset, it is necessary to address a number of false allegations and misstatements made by Sentynl, clearly aimed at distorting the record, or muddying the record with irrelevancies:

<b>Misstatement/False Allegation</b>	<b>Correction</b>
“EIT or Eiger Inno is not a ‘leading manufacturer of Lonafarnib.’” Response at p. 3.	EIT purchased all Lonafarnib assets, including the ability to manufacture Lonafarnib, other than certain assets related to Zokinvy for the treatment of Progeria that Sentynl previously purchased. Sentynl did <b>not</b> purchase the <b>ability</b> to manufacture Lonafarnib; it only purchased some of the rights to produce and commercialize Lonafarnib for the treatment of Progeria. It is safe to say that EIT is a leading manufacturer of Lonafarnib.
“Lonafarnib is not an FDA-approved “treatment of HDV.” Response at p. 3.	This is misleading. EIT has nowhere stated that Lonafarnib was an approved treatment of HDV. Indeed, EIT stated that “EIT plans to submit a new drug application to the FDA and is targeting Lonafarnib’s commercial launch in 2026.” EIT stated that it is currently on an accelerated track for FDA approval, and never represented that it was already approved
“Lonafarnib is not a “life-saving drug for the treatment of HDV.” Response at p. 3.	EIT’s development of Lonafarnib for the treatment of HDV is currently on track for accelerated approval by the FDA. It will be the first oral drug with meaningful outcomes for patients with HDV, which can cause severe liver damage or death.

<sup>5</sup> “Lonza” refers to Lonza Bend Research, Inc. f.k.a Bend Research Inc.

<sup>6</sup> Lonza is a service provider that exclusively provides manufacturing infrastructure to EIT.

<p>“Lonafarnib is not the only treatment available to HDV patients, or even an approved treatment.” Response at p. 3.</p>	<p>EIT never represented that Lonafarnib is the only treatment available to HDV. EIT stated that it will be the <i>first oral drug with meaningful outcomes for patients with HDV</i>.</p>
<p>“EIT confirmed to Sentyln as early as April 2024, that Sentyln acquired all the existing Lonafarnib raw materials located with Corden (and Lonza).” Response at p. 3.</p>	<p>This statement is misleading. EIT purchased the assets set forth in the Lonafarnib APA, and Sentyln purchased the assets set forth in the Zokinvy APA. As shown by each respective APA, Sentyln did <i>not</i> purchase the <i>ability to manufacture</i> Lonafarnib; it only purchased some of the rights to Lonafarnib for the treatment of Progeria. EIT would have no ability to confirm what Sentyln did or did not purchase other than with reference to each parties’ respective APA.</p>
<p>EIT refused to provide the reason for the emergency in filings its Motion. Supplemental Response, ¶ 5 &amp; n.12.</p>	<p>As EIT clearly stated in its Motion, the relief is an emergency because EIT’s inability to access the assets it purchased from Corden and inability to exercise its rights under the Corden Contracts assigned to it is causing EIT significant delay in securing approval for, and manufacturing, its drug for the treatment of HDV.</p> <p>As is now obvious with the Motion having been filed on March 24, 2025, the matter has been set and will be heard on 21-days notice. Sentyln has had more than enough time to respond to the Motion, as evidenced by its two extensive, albeit contradicting, responses to the Motion.</p>
<p>“EIT threatened Corden to blockade the supply chain. EIT apparently contacted Corden and instructed that all discussions, negotiations, or other matters related to Lonafarnib (the active molecule in both EIT’s unapproved drug and Zokinvy®) must go only through EIT, blocking Sentyln’s access to critical materials and information it needs immediately and on a go forward basis to provide Zokinvy® to patients.” Response, ¶ 17.</p>	<p>This statement is false. EIT has not “threatened Corden to blockade the supply chain.” EIT has not instructed Corden that all discussions need to go through EIT. Corden itself has requested that Sentyln go through EIT for Sentyln’s supply chain needs.</p> <p>Sentyln is free to contract directly with Corden and has never, in any way, not prevented or interfered or hindered Sentyln from directly contracting with Corden. To the extent that Sentyln seeks items—namely “Reference Standards,” “Quality Documents,” “Batch Records,” and “Stability Data” that EIT clearly purchased free and clear under the Lonafarnib APA, Sentyln must work with EIT to obtain such items, and Sentyln is not entitled to access to such items for free.</p>
<p>“After the Emergency Motion was filed, Sentyln contacted EIT’s counsel asking for a list of everything EIT seeks to confirm it owns in the Emergency Motion. EIT refused to provide that information informally. Sentyln then served interrogatories asking EIT seeking the same</p>	<p>This statement is dishonest and misleading.</p> <p>First, EIT told Sentyln that it broadly owns any and all “Inventory” that Sentyln does not own. Sentyln knows that it only specifically purchased inventory listed in Schedule 3.3(a) of the Sublicense</p>

<p>information. EIT has signaled it will delay any response until April 14, the day before the Emergency Motion hearing.” Response, ¶ 24.</p>	<p>Agreement. If any “Inventory” is not listed on Schedule 3.3(a) of the Sublicense Agreement or is not owned by Sentynl under Schedule 2.1(h) of the Lonafarnib APA, then EIT owns it. EIT relayed this to Sentynl <i>ad nauseum</i>. EIT need not provide a specific list of the things it owns <i>because it owns everything that Sentynl did not purchase</i>—Sentynl need only look to the list of things it acquired to know what EIT acquired.</p> <p>Second, while EIT has been working expeditiously to complete expedited discovery in connection with Sentynl’s Contempt Motion, Sentynl sprung requests for interrogatories relating to EIT’s Motion without notice or warning on Monday, April 7, 2025, and without considering that the parties had been in scheduling discussions pertaining to discovery on Sentynl’s Contempt Motion. Sentynl’s discovery requests were served 14 days after the Motion was filed on March 24, and 12 days after the matter was set for hearing on March 26 [<i>see</i> Docket No. 792, Notice of Hearing on the Motion], and demanded responses in 4 calendar days by Friday, April 11.</p> <p>Given the patent unreasonableness of the overall timing of Sentynl’s discovery requests—both the late date at which it was propounded and the unreasonably short period for responding—EIT stated that it would respond on Monday, April 14, which is ahead of the hearing on EIT’s Motion. This is more than reasonable under the circumstances especially considering that Sentynl already has full access to the exact information it seeks in the interrogatories.</p>
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### **REPLY**

#### **A. The Motion is Not an Attempt to Undermine or Avoid Addressing Sentynl’s Completely Separate Contested Matter.**

10. EIT’s Motion stands alone; it is not a response to Sentynl’s Contempt Motion, which is an entirely separate matter. EIT’s Motion specifically focuses on the clear terms of the Lonafarnib APA as it relates to Corden and is therefore entirely independent of Sentynl’s Contempt Motion. EIT has separately responded to the allegations in that contested matter in its *Response to Motion of Sentynl Therapeutics, Inc. to (I) Enforce the Zokinvy Sale Order and (II) for Contempt*

*Against Eiger Innotherapeutics, Inc.* [Docket No. 812] (the “Response to Contempt Motion”). Here, EIT seeks confirmation of the clear terms of the Lonafarnib APA and this Court’s order approving the same so that EIT can finalize the commercial launch of Lonafarnib for the treatment of HDV and begin the manufacturing process. Sentyln’s Response and Supplemental Response are a feigned attempt to conflate the issues in the Contempt Motion with the issues in EIT’s Motion to delay the inevitable—that Sentyln did not purchase all the assets or take assignment of all the contracts that it needs to produce and commercialize Zokinvy.

**B. Sentyln Misunderstands or Misrepresent the Double Sale Issue.**

11. Either Sentyln fundamentally misunderstands the relief sought in EIT’s Motion, or EIT was not sufficiently clear that it concedes the 50 grams of materials were double sold. Section 2.1(h) of the Lonafarnib APA, which lists the assets to be transferred to EIT (defined as the “Transferred Assets” in section 2.1 of the Lonafarnib APA) specifically and expressly lists the following as “Transferred Assets”:

all right, title and interest in and to (i) any raw materials (including work in process, buffer stock held by vendors, dies and active pharmaceutical ingredients inventory, reference standards and materials, and all components and materials used in the Manufacture of any Lonafarnib Antiviral Product), finished goods and other inventory of all Lonafarnib Antiviral Products in the possession or control of, otherwise held by or on behalf of (including by or on behalf of any contractors or other service providers acting on behalf of the Seller Group, directly or indirectly, at any level), or owned by the Seller Group; and (ii) all good and marketable unbroken lots of packaged finished goods inventory of all Lonafarnib Antiviral Product in the possession or control of, or otherwise held by or on behalf of (including by or on behalf of any contractors or other service providers acting on behalf of the Seller Group, directly or indirectly, at any level), the Seller Group as of Closing, regardless of where located, and all rights to receive refunds, rebates or credits in connection therewith (for the avoidance of doubt, the Transferred Assets also include all manufactured product, packaging material, compounds and any other similar assets relating to any Lonafarnib Antiviral Product, and any assets that are under manufacture); in each case **including** the raw materials, reference standards and materials, and inventory listed in Schedule 2.1(h), as may be amended or supplemented at the request of Purchaser at any time prior to the Closing (collectively, “**Inventory**”)[.] (emphasis added).



Thus, EIT purchased all “Transferred Assets” that fall under the broadly defined “Inventory,” including but not limited to those assets listed on Schedule 2.1(h) of the Lonafarnib APA.

12. The “50 grams of reference materials” discussed in the Motion refers to *all* the reference materials in the chart titled “Reference Material” “Raw Material Lot” in Schedule 2.1(h) of the Lonafarnib APA, reproduced here:

**Reference Material**

	Raw Material Lot	Current On-hand in kilos	Gram Conversion	Retained by Eiger (Grams) as reference materials	Transferred to Zokinvy Buyer (Grams)
1	LONAFARNIB SDD 29.1 Kg 00-0120 Retest Patheon US Only	29.1	29,100	50	29,050
2	LONAFARNIB SDD 54.9 Kg 00-0332 Retest Patheon Global	54.9	54,900	50	54,850
3	YGK BP1515-LT 91.6 Kg 203002 Retest Corden US Only	91.6	91,600	50	91,550
4	YGK BP1515-LT 120.0 Kg 203003 Retest Corden US Only	120	120,000	50	119,950
5	YGK BP1515-LT 84.3 Kg 222004 Retest Corden Global	84.3	84,300	50	84,250
6	YGK BP1515-LT 118.8 Kg 228005 Retest Corden Global	118.8	118,800	50	118,750
7	GLS BP1515-JJ 18.8 Kg 11693 Retest Corden Global	18.8	18,800	50	18,750
8	GLS BP1515-JJ 9.9 Kg GLS-J-20210201 Retest Corden Global	9.9	9,900	50	9,850
9	GLS BP1515-JJ 59.9 Kg GLS-J-20210201 Retest Corden Global	59.9	59,900	50	59,850
10	GLS BP1515-JJ 300 Kg GLS-J-20221201 10/27/2024 Corden Global	300	300,000	50	299,950
11	BP1515-WA Stage 1 0.6 Kg BO2210B22B Retest Corden Global	0.6	600	50	550
12	BP1515-Y Stage 2 46.6 Kg BO2210B023 Retest Corden Global	46.6	46,600	50	46,550
13	Lonafarnib API 17.9 Kg BO2011B901 Retest Lonza Bend US Only	17.9	17,900	50	17,850
14	Lonafarnib API 43.1 Kg BO2210B024 2/28/2026 Lonza Bend Global	43.1	43,100	50	43,050

13. The 14 categories of items listed in the column “Retained by Eiger (Grams) as reference material” was double sold by the Debtors, and therefore as EIT made clear in its Motion, *EIT concedes that these 14 lots of 50 grams each, as listed in the chart above, are owned by Sentynl.*<sup>7</sup> Moreover, certain of the Raw Materials listed in the Reference Material Chart are set forth expressly as previously transferred to the Zokinvy buyer (*i.e.*, Sentynl), as shown in the far-right column. *EIT always understood that it did not purchase such materials.* Because the Motion does not seek to infringe on any of Sentynl’s rights, EIT believes that it had no obligation to confer with Sentynl prior to filing the Motion, as Sentynl suggests in its Response. The double sale should be a non-issue.

**C. Sentynl Either Has Not Thoroughly Reviewed Its Own APA or It Continues Its Campaign of Intentionally Creating Confusion for the Court.**

14. Per the Supplemental Response, Sentynl now asserts something more than the double sale issue, apparently contending—despite the express language of the two APAs and sale orders—that EIT fails to establish everything else it owns under section 2.1(h) of the Lonafarnib APA. This is pure game-playing by Sentynl. On the one hand, Sentynl states in paragraph 5 of the Response that it “does not claim to own any other reference material or inventory in Corden’s possession other than the materials and inventory specifically acquired pursuant to the Zokinvy APA.” If this were true, then Sentynl should know exactly what it purchased—and by implication, exactly what it did not purchase—and have no objection to the Motion. But then, in the Supplemental Response, Sentynl changes course and now appears to assert that it owns more than what is in the Zokinvy APA and that EIT does not own the items and contracts it purchased under the Lonafarnib APA.

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<sup>7</sup> That said, to the extent there is any excess material, above and beyond the 14 categories of 50 grams previously sold to Sentynl, such additional amounts were purchased by EIT under the broad definition of “Inventory” in the Lonafarnib APA.

15. To make matters even more confusing, in the Contempt Motion, Sentynl only mentions the double sale issue with respect to the assets purchased by EIT under the Lonafarnib APA that are in Corden's possession. That is, Sentynl does not assert there were additional "double sold" items other than the items listed in Schedule 2.1(h) above. Nor does Sentynl argue that it somehow owns other Corden materials or has rights to Corden services that were sold or assigned to EIT under the Lonafarnib APA. The Supplemental Response, therefore, appears to also contradict Sentynl's Contempt Motion. Nevertheless, Sentynl's conflicting statements in its various filings littering the Court's *docket do not matter for EIT's Motion*: for purposes of EIT's Motion, all that matters is the plain terms and the four corners of the Lonafarnib APA, and the Court's order approving the same. EIT only seeks an order from the Court confirming that EIT purchased all Corden "Inventory" (as broadly defined in the Lonafarnib APA) that was not previously purchased by Sentynl.<sup>8</sup>

16. Moreover, Sentynl's alleged "superior right" to the "Inventory" that EIT purchased under the Lonafarnib APA is merely a license. And Sentynl fails to connect the dots as to how obtaining a license in any way relates to *purchasing* the underlying materials necessary to utilize the license. As explained above, purchasing the right to a license (*i.e.*, a cake recipe) does not give unfettered access to greater manufacturing infrastructure (*i.e.*, the bake shop equipment such ovens and pans, and the vendor contracts for specialized flour). As explained in EIT's Response to Contempt Motion, Sentynl fails to explain how these provisions related to "Merck Know-How" or Debtor "Know-How," which is know-how *owned and controlled by Merck or owned and controlled by the Debtors*, or how this in any way obligates EIT or any third party (such as either

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<sup>8</sup> As set forth in EIT's Motion and as also set forth in depth in EIT's Response to Contempt Motion, EIT owns all reference materials and standards, quality documents, batch records, and stability data that broadly fall under the definition of "Inventory" under section 2.1(h) of the Lonafarnib APA, other than any such "Inventory" previously purchased under the Zokinvy APA.

Corden or Lonza) to provide anything to Sentynl that EIT expressly purchased under the Lonafarnib APA. These are **Debtor** obligations, not obligations of EIT or third parties, such as Lonza or Corden.

17. Even more disingenuous is the fact that the Debtor “Know How” to which Sentynl refers also plainly states that it relates only to “Know-How” that is “for use *solely in connection with* the Development, Manufacture, or Commercialization of *[Zokinvy] in the Progeria Field.*” Sublicense Agreement, ¶ 2.1(c) (emphasis added). Such Debtor “Know-How” is *not* for use *solely* in connection with Zokinvy for the treatment of Progeria, as Sentynl is well aware; rather, such “Know-How” is *also* for use of Lonafarnib for the treatment of HDV. Sentynl does not have some exclusive right to this “Know-How” to the extent that “Know-How” relates to the manufacturing infrastructure that the Debtors separately sold to EIT.

18. Although Sentynl did not purchase the manufacturing infrastructure and related inventory that EIT purchased, it is important to note that EIT is not holding, and has held, anything “hostage” from Sentynl. Sentynl doesn’t own what it doesn’t own, and if Sentynl wants access to the underlying manufacturing infrastructure now owned by EIT—which includes the reference materials, standards, records, stability data, and other information and inventory, including those necessary for regulatory approval—then Sentynl must reach a commercial agreement with EIT for access to such infrastructure. Or Sentynl needs to reach its own agreements for separate contracts with vendors, such as Corden, that are not exclusive vendors to EIT.<sup>9</sup> If Sentynl cannot reach agreement with non-exclusive vendors to EIT, that is Sentynl’s problem that Sentynl created for itself by failing to purchase all that it needed to reach its end-goals related to Zokinvy. That Sentynl

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<sup>9</sup> Unlike Lonza, Corden and EIT do not have an exclusivity arrangement in its contracts. Therefore, Sentynl is free to contract with Corden directly.

has been unsuccessful in agreeing to a contract with Corden is between Corden and Sentynl, and is not EIT's problem or anyone else's problem.

19. As to the "Transition Activities" the Debtors were obligated to perform under the Zokinvy APA, these are **Debtor** obligations. To the extent these obligations at all relate to items purchased by EIT in Corden's possession, the Debtors were obligated to transfer such items to Sentynl prior to the date at which EIT became the counterparty under the Corden Contracts. Although this is a Debtor obligation, EIT has made reasonable efforts to provide access to such items to the extent they existed prior to November 3, 2024—the date at which the Debtors assigned the Corden Contracts to EIT. To the extent Sentynl needs such items after November 3, 2024, EIT cannot reasonably be expected to provide such items (that it purchased by virtue of becoming the counterparty under the Corden Contracts) to Sentynl for free when EIT is now actively paying Corden for such items and services.

**D. The Motion is Not an Improper Request for Declaratory Judgment.**

20. EIT is not seeking a declaratory judgment or declaratory relief against Sentynl or anyone else. EIT is not seeking an advisory opinion, as Sentynl suggests. EIT seeks an order from the Court **clarifying and confirming** the terms of its own order so that Corden is not caught in the middle. This is an exercise in which every court always retains full jurisdiction and authority to engage. *See, e.g., Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 151 (2009) (stating that bankruptcy court "plainly ha[s] jurisdiction to interpret and enforce its own prior orders"); *Rodriguez v. EMC Mortg. Corp. (In re Rodriguez)*, No. 00-50657, 2001 WL 360713, at \*2 (5th Cir. Mar. 15, 2001) ("When an estate is in administration, a bankruptcy court retains jurisdiction to interpret and enforce its own orders to ensure their proper execution"); *Galaz v. Katona*, No. 5:14-CV-967, 2015 WL 5565266, at \*4 (W.D. Tex. Sept. 21, 2015) ("[I]t is well established that a bankruptcy court

has jurisdiction to interpret and enforce its own prior orders”). Unlike Sentynl’s Contempt Motion, which plainly seeks injunctive relief against EIT, EIT’s Motion does not require an adversary proceeding and does not involve Sentynl.

**WHEREFORE**, EIT respectfully requests that the Court enter an order (i) granting the Motion; and (ii) granting such other and further relief as may be just and proper.

Respectfully submitted this 14th day of April, 2025.

**GRAY REED**

By: /s/ Jason S. Brookner  
Jason S. Brookner  
Texas Bar No. 24033684  
Emily F. Shanks  
Texas Bar No. 24110350  
1601 Elm Street, Suite 4600  
Dallas, Texas 75201  
Telephone: (214) 954-4135  
Facsimile: (214) 953-1332  
Email: jbrookner@grayreed.com  
eshanks@grayreed.com

- and -

**GOODWIN PROCTER LLP**

Kizzy L. Jarashow (*pro hac vice*)  
The New York Times Building  
620 Eighth Avenue  
New York, NY 10018  
Telephone: (212) 813-8800  
Email: kjarashow@goodwinlaw.com

- and -

**GOODWIN PROCTER LLP**

David R. Chen (*pro hac vice*)  
520 Broadway Suite #500  
Santa Monica, CA 90401  
Telephone: (424) 252-6400  
Email: davidchen@goodwinlaw.com

***Counsel to EIT Pharma, Inc., formerly known as Eiger  
InnoTherapeutics, Inc.***

**Certificate of Service**

The undersigned hereby certifies that on the 14th day of April, 2025, he caused a true and correct copy of the foregoing document to be served via the Court's CM/ECF system and on the following party via email.

Corden Pharma

Attn.: Naoki Takei & Richard Janovjak

[naoki.takei@cordenpharma.com](mailto:naoki.takei@cordenpharma.com)

[richard.janovjak@cordenpharma.com](mailto:richard.janovjak@cordenpharma.com)

Sentynl Therapeutics, Inc.

c/o Pillsbury Winthrop Shaw Pittman LLP

Attn: Hugh M. Ray, III, L. James Dickinson, Reed C. Trechter & Joshua D. Morse

[hugh.ray@pillsburylaw.com](mailto:hugh.ray@pillsburylaw.com)

[james.dickinson@pillsburylaw.com](mailto:james.dickinson@pillsburylaw.com)

[reed.trechter@pillsburylaw.com](mailto:reed.trechter@pillsburylaw.com)

[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)

-and-

Stromberg Stock, PLLC

Attn: Mark Stromberg

[mark@strombergstock.com](mailto:mark@strombergstock.com)

/s/ Jason S. Brookner

Jason S. Brookner