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

In re:

EIGER BIOPHARMACEUTICALS, INC.,
*et al.*¹

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**SENTYNL THERAPEUTICS, INC.'S EXPEDITED MOTION
FOR INTERIM EQUITABLE RELIEF**

Emergency (or expedited) relief has been requested. Relief is requested not later than 5:00 p.m. prevailing Central Time on April 29, 2025.

If you object to the relief requested or you believe that emergency (or expedited) consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

¹ 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 2100 Ross Avenue, Dallas, Texas 75201.



Sentynl Therapeutics, Inc. (“Sentynl”) submits this expedited motion for interim equitable relief (the “Motion”) in connection with the Contested Matters² and requests the Motion be heard at the status conference and hearing on preliminary matters set for 9:30 a.m. on April 29, 2025 (the “Preliminary Hearing”). In support, Sentynl submits the *Declaration of Eileen Banaga in Support of Sentynl Therapeutics, Inc.’s Expedited Motion for Interim Equitable Relief* (the “Banaga Decl.”), attached hereto as **Exhibit B** and incorporated by reference herein, and respectfully represents as follows:

PRELIMINARY STATEMENT

1. This request is not about Sentynl’s pending Motion to Enforce.³ It is about an urgent situation that has arisen recently, [REDACTED]. [REDACTED]. Sentynl therefore asks the Court for an order requiring EIT to permit Sentynl to obtain copies of papers and small amounts of reference standards [REDACTED].

² The following matters are collectively referred to as the “Contested Matters”:

- (A) *Objection and Response of the Liquidating Trustee and Plan Administrator to Motion for Allowance of Administrative Expense Claim of Sentynl Therapeutics, Inc.* [Docket No. 777 (redacted); Docket No. 784 (sealed)] (“LT’s Objection”) filed by Dundon Advisors, LLC, c/o Joshua Nahas, in its capacity as liquidating trustee (the “Liquidating Trustee”) of the liquidating trust of Eiger BioPharmaceuticals, Inc., et al (the “Debtors” or “Eiger”) and the Plan Administrator (the “Plan Administrator”) appointed pursuant to the Fifth Amended Joint Plan of Liquidation of Eiger BioPharmaceuticals, Inc and its Debtor Affiliates, to the *Motion for Allowance of Administrative Expense Claim of Sentynl Therapeutics, Inc.* [Docket No. 729] (“Sentynl’s Motion for Allowance”) filed by Sentynl Therapeutics, Inc. (“Sentynl”);
- (B) *Sentynl Therapeutics, Inc.’s Motion (I) to Enforce the Zokinvy Sale Order and (II) for Contempt Against Eiger InnoTherapeutics, Inc.* [Docket Nos. 779, 781] (“Sentynl’s Motion to Enforce”) filed by Sentynl; and
- (C) *EIT Pharma, Inc., Formerly Known as Eiger InnoTherapeutics, Inc.’s Emergency Motion to Confirm Terms of Lonafarnib/Lambda Sale Order* [Docket No. 787] (“EIT’s Emergency Motion to Confirm Terms”) filed by EIT Pharma, Inc (“EIT”).

Capitalized terms used but not defined herein have the meaning given to such terms in the Contested Matters, as applicable.

³ [REDACTED]

2. Sentynl has Zokinvy® pills ready to ship, [REDACTED]

[REDACTED]

[REDACTED]. The Japanese regulators require certain test results and other safety and quality information (and small quantities of reference standards), which are currently at Corden Pharma Colorado (“Corden”). Those “Qualified Persons” in certain other jurisdictions throughout the world are designated individuals that are responsible for ensuring that the safety and quality of the Zokinvy® pills before they can be distributed through Managed Access Programs where Zokinvy® is not commercially available, and such Qualified Persons require certain test results and safety and quality information which are kept at Corden.

3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. A batch of Reference Standard necessary for confirming the quality of Zokinvy® to be distributed in Japan expires in May 2025, and thus must be retested by Corden which takes

4

approximately four weeks. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Similarly, a batch of Drug Substance Standard necessary for confirming the quality of Zokinvy® to be distributed in Japan expires in June 2025, and thus also must be retested by Corden (taking approximately four weeks), [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

6. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. [REDACTED]

RELIEF REQUESTED

8. Sentynl requests that the Court hear the Motion at the hearing set for April 29 and enter an order in the form attached as **Exhibit A**. This order:

[REDACTED]

Any other relief can be reserved for the evidentiary hearing in May.

[REDACTED]

9. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

16. [REDACTED]

[REDACTED]

■ [REDACTED]

17. [REDACTED]

[REDACTED]

2. [REDACTED]

18. [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

19. [REDACTED]

[REDACTED]

20. [REDACTED]

[REDACTED]

21. [REDACTED]

[REDACTED]

[REDACTED]

22. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BASIS FOR RELIEF

A. Legal Standard

23. The Motion requests interim equitable relief against EIT inside these Contested Matters. Thus, the appropriate standard for the Court to employ is that of the well-established preliminary injunction standard in this Circuit.

A preliminary injunction is an “extraordinary remedy.” *Byrm v Landreth*, 566 F3d 442, 445 (5th Cir 2009). Its purpose is to preserve the *status quo* during pendency of the litigation. *See City of Dallas v Delta Air Lines Inc*, 847 F3d 279, 285 (5th Cir 2017). As stated by the Fifth Circuit, “The purpose of a preliminary injunction is always to prevent irreparable injury so as to preserve the court’s ability to render a meaningful decision on the merits.” *Canal Authority of the State of Florida v Callaway*, 489 F2d 567, 576 (5th Cir 1974).

A federal court may generally grant a preliminary injunction only on a movant’s showing as to the familiar factors of (i) a substantial likelihood of success on the merits; (ii) a substantial threat of irreparable harm; (iii) the balance of equities tips in the applicant’s favor; and (iv) an injunction is in the public interest. *Robinson v Hunt County*, 921 F3d 440, 451 (5th Cir 2019). Once such findings are made, crafting a preliminary injunction is “**an exercise of discretion and judgment, often dependent as much on the equities of a given case as the substance of the legal issues it presents.**” *Trump v International Refugee Assistance Project*, 137 S Ct 2080, 2087 (2017).

A court issuing a preliminary injunction must provide findings and conclusions that support its decision. FRCP 52; *see also Ali v Quarterman*, 607 F3d 1046, 1048 (5th Cir 2010); Charles Alan Wright & Arthur R. Miller, *Federal Practice and Procedure* § 2949 (Westlaw 2022). But the preliminary injunction stage is less formal than trial, and the Supreme Court generally recognizes that “a preliminary

injunction is customarily granted on the basis of procedures that are less formal and evidence that is less complete than in a trial on the merits.” *University of Texas v Camenisch*, 451 US 390, 395 (1981). A federal court may thus consider hearsay and similar evidence when deciding whether to enter a preliminary injunction. See *Sierra Club, Lone Star Chapter v FDIC*, 992 F2d 545, 551 (5th Cir 1993).

Turner v. Collier, No. 4:19-CV-04124, 2022 WL 4734828, at *3 (S.D. Tex. Sept. 30, 2022) (emphasis in original).

24. The Court’s evaluation of the four preliminary injunction factors takes a “sliding scale” approach.

None of the four requirements has a fixed quantitative value. Therefore, in applying the four part test, a sliding scale is utilized, which takes into account the intensity of each in a given calculus. This requires a delicate balancing of the probabilities of ultimate success at final hearing with the consequences of immediate irreparable injury that possibly could flow from the denial of preliminary relief. When the other factors weigh strongly in favor of an injunction, a showing of some likelihood of success on the merits will justify temporary injunctive relief.

Med-Cert Home Care, LLC v. Azar, 365 F. Supp. 3d 742, 749 (N.D. Tex. 2019) (citations and quotations omitted).

B. The Preliminary Injunction Factors Weigh in Favor of Interim Equitable Relief

1. Likelihood of Success on the Merits

25. Before EIT bought anything, Sentynl purchased certain assets and obtained a license to access and use certain materials, information, and data (defined as “Know-How”). Sentynl’s rights include to use the materials, information, and data described above, all of which are necessary to Manufacture and Commercialize Zokinvy. [REDACTED]

[REDACTED]

[REDACTED]



26. That right to use materials, information, and data was then sold to Sentylnl under the Zokinvy APA, section 2.1 page 15, which sells everything listed below:

. . . Seller shall sell, transfer, assign, convey and deliver (or shall cause the sale, transfer, assignment, conveyance and delivery) to Purchaser, Free and Clear (except for Permitted Liens), all of the rights, title and interests in, to and under the following assets and interests used in the Business (“Used in the Business”) as the same shall exist on the Closing Date (collectively, the “Transferred Assets”): . . .

Section 2.1 of Zokinvy APA (emphasis in original). “Business Books and Records” is listed on page 15 under subparagraph (e) of Section 2.1 of the Zokinvy APA.

27. Then, on page 16 under subparagraph (h), the APA includes the materials and *rights* to use materials in the Sublicense Agreement:

any other of Seller’s assets and/or rights contemplated expressly to be transferred to Purchaser pursuant to the terms and conditions of the Sublicense Agreement;

Zokinvy APA at p. 16.

28. 



2. Irreparable Harm

29. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Balance of Equities

30. [REDACTED]

[REDACTED]

[REDACTED]

4. Public Interest

31. [REDACTED]

[REDACTED]

[REDACTED]

32. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONCLUSION

33. For the foregoing reasons, Sentylnl respectfully requests the Court [REDACTED] and grant the Motion. A proposed order is attached hereto as Exhibit A for the Court's use and consideration.

Dated: April 21, 2025

Respectfully submitted,

PILLSBURY WINTHROP SHAW PITTMAN LLP

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Counsel for Sentyln Therapeutics, Inc..

CERTIFICATE OF SERVICE

This document was filed under seal. I certify that, on April 21, 2025, I caused a copy of the foregoing as to be served as unredacted copies on the following by email, all of whom are parties to the Contested Matters:

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/s/ Hugh M. Ray, III

Hugh M. Ray, III

Exhibit A

Proposed Order

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

In re:

EIGER BIOPHARMACEUTICALS, INC.,
*et al.*¹

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

ORDER FOR INTERIM EQUITABLE RELIEF

Before the Court is *Sentynl Therapeutics, Inc.'s Expedited Motion for Interim Equitable Relief* (the "Motion").² After due consideration of the Motion, any responses thereto, and a hearing on the Motion, the Court FINDS:

1. Expedited relief is warranted.

¹ 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 2100 Ross Avenue, Dallas, Texas 75201.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

2. [REDACTED]

3. [REDACTED]

4. The balance of equities tip in Sentylnl’s favor.

5. The relief against EIT is in the public interest.

6. The Motion should be GRANTED.

IT IS THEREFORE ORDERED THAT:

1. The Contested Matters hearing set for May 28, 2025 shall be the final hearing on this Motion. Any objections or responses to entry of a final order on the Motion shall be filed on or before May 21, 2025.

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. Sentynl shall post a bond in the amount of \$40,000 with the Court, pending the outcome of the Sentynl's Motion to Enforce and EIT's Emergency Motion to Confirm Terms [REDACTED]

6. All remaining rights and remedies by or against EIT and Sentynl are expressly preserved, [REDACTED]

END OF ORDER

Exhibit B

Banaga Decl.

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

In re:

EIGER BIOPHARMACEUTICALS, INC.,
*et al.*¹

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**DECLARATION OF EILEEN BANAGA IN SUPPORT OF
SENTYNL THERAPEUTICS, INC.'S EXPEDITED MOTION FOR
INTERIM EQUITABLE RELIEF**

I, Eileen Banaga, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am Vice President of Regulatory Affairs and Quality for Sentynl Therapeutics, Inc. (“Sentynl”).

2. I have been an employee of Sentynl since April 2016.

3. I submit this declaration in support of *Sentynl Therapeutics, Inc.’s Expedited Motion for Interim Equitable Relief* (the “Motion”).²

4. [REDACTED]

¹ 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 2100 Ross Avenue, Dallas, Texas 75201.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such term in the Motion.

[Redacted text block]

[Redacted text block]

5. [Redacted text block]

[Redacted text block]

6. [Redacted text block]

[Redacted text block]

7. [Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

8. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

10. [REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

11. [REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

12. [REDACTED]

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[REDACTED]

13. [REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

14. [Redacted]

[Redacted]

15. [Redacted]

[Redacted]

16. [Redacted]

[Redacted]

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: April 21, 2025
Solana Beach, California

/s/ Eileen Banaga
Eileen Banaga
Vice President of Regulatory Affairs and
Quality for Sentyln Therapeutics, Inc.