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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.*<sup>1</sup>

Debtors.

Chapter 11

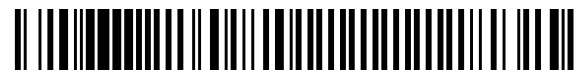
Case No. 24-80040 (SGJ)

(Jointly Administered)

**SENTYNL THERAPEUTICS, INC.’S OPPOSITION TO LIQUIDATING TRUSTEE’S  
MOTION FOR SUMMARY JUDGMENT ON CONTESTED MATTER, EXPUNGING  
ADMINISTRATIVE CLAIM OF SENTYNL THERAPEUTICS, INC.**

Sentynl Therapeutics, Inc. (“Sentynl”) submits this Opposition to the Liquidating Trustee’s *Motion for Summary Judgment on Contested Matter, Expunging Administrative Claim of Sentynl Therapeutics, Inc.* (the “Motion”), requests the Court enter the proposed order attached as **Exhibit A** denying the Motion in its entirety, and respectfully represents as follows:

<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 2100 Ross Avenue, Dallas, Texas 75201.



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**PRELIMINARY STATEMENT**

1. In the middle of *expedited* discovery for an *expedited* hearing to take place in late May, the Liquidating Trustee has filed what is, in effect, a summary judgment motion. The Motion seeks to expunge Sentynl’s *entire* administrative expense on three grounds:

(1) Based on an *argument* (but no evidence) that Sentynl’s acquisition “of all of the rights, title, and interests in, to and under”<sup>2</sup> the Zokinvy® assets excluded (or did not expressly include) [REDACTED]

(2) Based on an *argument* (but no evidence) that the Estate’s efforts [REDACTED]

were “reasonable” *as a matter of law*; and

(3) Based on an *argument* (but no evidence) that Sentynl’s motion for allowance of administrative expense filed on November 1, 2024 – [REDACTED]

– was nevertheless “late filed.”

There are myriad fatal infirmities with the Motion, and it must be denied as a matter of law.

2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>2</sup> *Asset Purchase Agreement by and between Sentynl Therapeutics, Inc., as Purchaser, and Eiger BioPharmaceuticals, Inc., as Seller, Dated March 31, 2024* [Docket No. 162, Exh. 1] (the “Zokinvy APA”), ¶ 2.1.

<sup>3</sup> See Motion, ¶ 5 n.4.

<sup>4</sup> *Sublicense Agreement, dated as of the Closing Date, by and among Purchaser and Seller*, substantially in the form attached to the Zokinvy APA as Exhibit E [filed under seal pursuant to the order at Docket No. 188] (the “Sublicense”).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. *The absence of evidence dooms the Motion’s second and third points.* The Motion relies entirely on what the Liquidating Trustee calls “undisputed,” “undeniable,” or “clear” facts. As is typical when that language is used, the facts are, indeed, disputed, denied and unclear. Rather than support the Motion’s conclusory arguments with evidence, the Liquidating Trustee

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<sup>5</sup> Bend Research, Inc. (“Lonza”).

<sup>6</sup> Corden Pharma Colorado (“Corden”).

<sup>7</sup> [REDACTED]

<sup>8</sup> *Motion for Allowance of Administrative Expense Claim of Sentynl Therapeutics, Inc.* [Docket No. 729] (the “Motion for Allowance”).

<sup>9</sup> *See Order (I) Approving the Sale of the Debtors’ Zokinvy Assets, (II) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto, and (III) Granting Related Relief* [Docket No. 162] (the “Sale Order”).

<sup>10</sup> [REDACTED], Delaware and New York respectively, both require “good faith” in the performance of all contracts; for reasons identified in the administrative claim, which are made clearer below and which are being further clarified in the discovery process, Sentynl contends this mandatory “good faith” was wanting. Sentynl’s contention that good faith was lacking (or worse) is a fact question not addressed in the Motion. The Motion fails for that reason too.

asks this Court to adjudicate “reasonableness” solely from a chronology of cherry-picked events from a period that is largely irrelevant [REDACTED] and denuded of any of the context that testimony will provide in precisely one month. “Reasonableness” is not a proper subject for a summary judgment, but especially so in the absence of evidence.

4. Further, Sentynl will show that it did in fact act reasonably and timely and that the Estate did not. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. [REDACTED]

[REDACTED]

[REDACTED].

5. Because Sentynl’s motion for allowance of administrative expense was filed on the extension date, the “late filing” argument devolves to a complaint that Sentynl somehow “waived” or was not “diligent” in asserting certain rights to enforce the Sale Order,<sup>11</sup> the Zokinvy APA, and Sublicense by failing to contest covert activities and negotiations occurring behind its back and whose effects were not known until after they were completed, and after the administrative claims bar date. Waiver and diligence, like good faith and reasonableness, are inherently fact issues for which the Motion provides no evidence, only conclusion. Sentynl will show it did act with

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<sup>11</sup> *Order (I) Approving the Sale of the Debtors’ Zokinvy Assets, (II) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto, and (III) Granting Related Relief* [Docket No. 162] (“Zokinvy Sale Order”).

diligence. The Liquidating Trustee cannot absolve the Estate of liability by waiting until after the bar date to breach the Sublicense and then pointing to the bar date as an excuse.

### **BACKGROUND**

#### **A. The Zokinvy® Sale**

6. The Debtors filed bankruptcy on April 1, 2024.<sup>12</sup> The Sale Order was entered on April 24, 2024.<sup>13</sup> The Zokinvy® sale closed on May 3, 2024.<sup>14</sup>

7. [REDACTED]

8. [REDACTED]

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<sup>12</sup> Docket No. 1.

<sup>13</sup> Docket No. 162.

<sup>14</sup> Docket No. 214.

<sup>15</sup> *Commercial Manufacturing Services and Supply Agreement by and between Eiger BioPharmaceuticals Inc. and Bend Research, Inc., dated October 9, 2019* (the “Lonza MSA”).

<sup>16</sup> *Master Services Agreement with CordenPharma dated February 2016* (the “Corden MSA”)

<sup>17</sup> Exhibit C (Declaration of Michael Hercz in Support of Sentynl Therapeutics, Inc.’s Opposition to Liquidating Trustee’s Motion for Summary Judgment on Contested Matter, Expunging Administrative Claim of Sentynl Therapeutics, Inc. (“Hercz Decl.”), ¶ 4.

<sup>18</sup> Sublicense, § 3.7.

**B. Sentynl's Diligent Ramp Up Efforts**

9. [REDACTED]

10. [REDACTED]

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<sup>19</sup> Sublicense, § 3.7.

<sup>20</sup> Exhibit D, at Sentynl\_0001560; Hercz Decl., ¶ 5.

<sup>21</sup> *See Id.*; Hercz Decl., ¶ 5.

<sup>22</sup> Exhibit E, at Sentynl\_0001418; Hercz Decl., ¶ 5.

<sup>23</sup> Hercz Decl., ¶ 5. Although the interference *began* with EIT, it was supported by the Liquidating Trustee when it assigned the Lonza contracts to EIT with an exclusivity provision intact, despite agreement from Lonza to waive the provision and allow Sentynl to contract directly

<sup>24</sup> Exhibit F, at Sentynl\_0000606-07; Hercz Decl., ¶ 6.

<sup>25</sup> Exhibit G, at Sentynl\_0000492; Hercz Decl., ¶ 6.

<sup>26</sup> Exhibit H, at Sentynl\_0000328; Hercz Decl., ¶ 6.

[REDACTED] 27

**C. The Lonafarnib Sale to EIT**

11. EIT’s purchase of the Lonafarnib assets was approved by the Court on August 21, 2024.<sup>28</sup> In connection with Debtors’ proposed sale of the remaining Lonafarnib assets to EIT, Sentynl learned to its surprise and dismay that the Debtors had agreed to assign many contracts to EIT that the Debtors had previously represented they would not assign to Sentynl to preserve their ability to “split” the two indications for Lonafarnib – one for Progeria (Zokinvy®), and one for HDV.<sup>29</sup> Two of those contracts were the Lonza MSA and Corden MSA. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**D. Sentynl’s Continued Efforts, EIT’s Interference, and the Liquidating Trustee’s Acquiescence**

12. The Debtors’ plan was confirmed on September 5, 2024.<sup>31</sup> The plan went effective on September 30, 2024, and the Liquidating Trustee and Plan Administrator came into existence.<sup>32</sup>

13. [REDACTED]

[REDACTED]

[REDACTED]

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<sup>27</sup> Again, the interference *began* with EIT, but was supported by the Liquidating Trustee when it entered a surprise settlement agreement with EIT and refused to assure Corden that it could contract directly with Sentynl.

<sup>28</sup> Docket No. 558.

<sup>29</sup> Hercz Decl., ¶ 7.

<sup>30</sup> Hercz Decl., ¶ 7.

<sup>31</sup> Docket No. 639.

<sup>32</sup> Docket No. 685.



[REDACTED]

[REDACTED]

[REDACTED]<sup>39</sup>.

17. [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

18. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

19. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>39</sup> *Id.*

<sup>40</sup> Exhibit O, at Sentynl\_0002681; Hercz Decl., ¶ 11.

<sup>41</sup> Exhibit P, at Sentynl\_0002659; Hercz Decl., ¶ 11.

<sup>42</sup> *Id.*; Hercz Decl., ¶ 11.

<sup>43</sup> *Id.*; Hercz Decl., ¶ 11.



E.

20.

22.

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<sup>44</sup> Docket No. 729.

<sup>45</sup> Hercz Decl., ¶ 13.

<sup>46</sup> Hercz Decl., ¶ 14.

<sup>47</sup> *Id.*

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\_\_\_\_\_

Exhibit Q, at Sentynl\_0003230; Hercz Decl., ¶ 15.

*Id.*

Exhibit R, at Sentynl\_0002700-03; Hercz Decl., ¶ 16.

Hercz Decl., ¶ 16.

*Id.*; Exhibit R, at Sentynl\_0002701-02.

*Id.*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].<sup>55</sup>

26.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**G. The Present Litigation**

27. Sentynl has requested documents and testimony from the Liquidating Trustee that bear directly on [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>54</sup> Exhibit S, at Sentynl\_0000220; Hercz Decl., ¶ 17.

<sup>55</sup> Hercz Decl., ¶ 16.

<sup>56</sup> Exhibit T, at Sentynl\_0006566-68; Hercz Decl., ¶ 16.

## **ARGUMENT AND AUTHORITIES**

### **A. Legal Standard**

28. Summary judgment may be granted only when the movant demonstrates the absence of a genuine dispute as to any material fact.<sup>57</sup> However, the Fifth Circuit has urged caution in its use, as “[s]ummary judgment, we have frequently reminded, is not only an instrument of ‘just, speedy and inexpensive’ resolution [citation omitted], but also a ‘lethal weapon’ capable of ‘overkill.’”<sup>58</sup> It is for that reason that a nonmovant is entitled to the benefit of “‘all justifiable inferences’” from the evidence in its favor.<sup>59</sup> A summary judgment motion must be supported by competent evidence to be granted;<sup>60</sup> a movant is no more entitled to summary judgment with only conclusory allegations, unsupported assertions, or only a scintilla of evidence than a nonmovant is entitled to defend against summary judgment evidence with them.<sup>61</sup>

29. While certain disputes lend themselves to ready determination via summary judgment, others do not. “Inherently normative issues” are among those in which summary judgments are often ill-suited.<sup>62</sup> As such, determinations of “state of mind”<sup>63</sup> or a person’s intent<sup>64</sup> tend to be inappropriate topics for summary judgment except in unusual cases.

30. Along similar lines, determinations of the “reasonableness” of a party’s conduct or decisions is generally not a subject for summary judgment, and especially so where there is a

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<sup>57</sup> FED. R. CIV. P. 56(a).

<sup>58</sup> *Nunez v. Superior Oil Co.*, 572 F.2d 1119, 1123 (5th Cir. 1978).

<sup>59</sup> *Beard v. Banks*, 548 U.S. 521, 529-30 (2006); *Reid v. State Farm Mut. Auto Ins. Co.*, 784 F.2d 577, 578 (5th Cir. 1986).

<sup>60</sup> *Lujan v. National Wildlife Fed’n*, 497 U.S. 871, 888 (1990) (“The object of [Rule 56] is not to replace conclusory allegations of the complaint or answer with conclusory allegations of an affidavit.”).

<sup>61</sup> *Shahrashoob v. Tex. A&M Univ.*, 125 F.4th 641, 648 (5th Cir. 2025).

<sup>62</sup> *See, generally, Little v. Liquid Air Corp.*, 952 F.2d 841, 847 (5th Cir. 1992) (adequacy of product user warnings typically not a summary judgment question).

<sup>63</sup> *International Shortstop, Inc. v. Rally’s, Inc.*, 939 F.2d 1257, 1265 (5th Cir. 1991).

<sup>64</sup> *Guillory v. Domtar Indus.*, 95 F.3d 1320, 1326 (5th Cir. 1996).

dispute as to the facts or their meaning.<sup>65</sup> Just as reasonableness is inherently a fact question, so too are normative questions such as whether conduct is in “good faith”<sup>66</sup> and the duty to reasonably mitigate damages.<sup>67</sup> And finally, waiver is typically considered a factual inquiry determined under the totality of circumstances.<sup>68</sup>

**B. There Is No Basis to Grant Summary Judgment on the Intsel Chimos Claim or the Claim Related to the Delayed IQVIA Transfer – The Liquidating Trustee Does Not Even Address Those Administrative Expenses**

31. The Liquidating Trustee broadly asks the Court to expunge Sentyln’s *entire* administrative expense. Regardless of how the Court rules on the issues identified in the Liquidating Trustee’s Motion, it cannot grant that relief. There are at least two obligations that the Liquidating Trustee does not contest liability for in the Motion.

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<sup>65</sup> *Nunez v. Superior Oil Co.*, 572 F.2d at 1127; *accord*, *Troutman v. Teva Pharms. USA, Inc.*, No. 6:22-cv-395-JDK, 2024 U.S. Dist. LEXIS 138782 \*21 (E. D. Tex. June 25, 2024) (“Ordinarily, questions of reasonableness are best left to the fact finder. [citations omitted] They are rarely ‘question[s] of law for the court.’”); *Body v. Ingersoll-Rand Co.*, 39 F. Supp. 3d 827, 838-39 (E. D. La. 2014) (“In *Nunez*, the Fifth Circuit addressed the issue of whether the trial court was correct to grant summary judgment on the question of whether a party’s delay in making payments was justified. The Fifth Circuit reversed the trial court’s grant of summary judgment because “whether the delay in payments was ‘justified’ . . . depends in large measure upon whether [the defendant] acted reasonably under the circumstances.” That itself is a question of fact “differing perhaps only in degree from such other general standards as negligence, foreseeability, reasonableness or just cause”); *see also* *Maloney v. UniversalCom, Inc.*, No. 00-529-L, 2001 U.S. Dist. LEXIS 345 \*2-3 (E. D. La. Jan. 5, 2001) (concluding that “questions of reasonableness and gross negligence are enshrouded in fact” and are therefore “inappropriate for resolution on summary judgment,” the court denied summary judgment, finding that the issues that were the bases of the motion were “pregnant with fact”).

<sup>66</sup> *See, e.g., Thomas v. Napolitano*, 449 Fed. Appx. 373, 374 (5th Cir. 2011) (“Summary judgment is generally disfavored on issues of a party’s state of mind, such as good faith.” (citing *International Shortstop, Inc. v. Rally’s, Inc.*, 939 F.2d 1257, 1265-66 & n.8 (5th Cir. 1991))); *id.* at 376 (“State of mind, including good faith, is a factual issue, difficult to resolve without testimony, and this case demonstrates why summary judgment is disfavored for state-of-mind questions.”); *Riley-Stabler Const. Co. v. Westinghouse Elec. Corp.*, 396 F.2d 274, 277 (5th Cir. 1968) (“It is the opinion of this court that ‘good faith’ involves ‘motive’ and ‘subjective feelings’ requiring the searching of ‘consciousness and conscience’ and that ‘examination and cross-examination were necessary instruments in obtaining the truth.’ . . . [I]t is our opinion that as a general proposition the issue of good faith is inappropriate for determination by summary judgment procedure. A factual dispute on that issue can more properly be resolved on trial of the case.” (quotation omitted)).

<sup>67</sup> *Ratheon Co. v. Indigo Sys. Corp.*, No. 4:07-cv-109, 2009 U.S. Dist. LEXIS 75409 \*16 (E. D. Tex. Aug. 24, 2009) (“As with many questions of reasonableness, application of the duty to mitigate is ordinarily a question of fact.”).

<sup>68</sup> *Bott v. J.F. Shea Co.*, 388 F.3d 530, 534 (5th Cir. 2004) (applying Texas law); *accord*, *Slaughter-Cooper v. Kelsey Seybold Med. Group P.A.*, 379 F.3d 285, 290 n.10 (5th Cir. 2004); *Zimmermann v. Jenkins (In re GGM, P.C.)*, 165 F.3d 1026, 1029-30 (5th Cir. 1999); *Castellaw v. Liberty Ins. Co.*, No. 3:23-CV-2116-X, 2024 U.S. Dist. LEXIS 28409 \*3 (N.D. Tex. Feb. 20, 2024).

32. **First**, the Liquidating Trustee does not contest that the Estate is liable for a post-petition payment obligation to Intsel Chismos. Intsel Chismos is a third-party “exploitant,” an organization responsible for the commercial operation of pharmaceutical products in France. In brief, Intsel Chismos acquired Zokinvy® from the Debtors and then sold the drug into the French market. The French government has the right to review prior amounts paid for the drug. The French government has performed that review, and it is willing to pay less than it previously did, although the amount is currently being negotiated. Intsel Chismos has an obligation to refund the French government the difference. And Sentynl (standing in the shoes of the Debtors) has an obligation to reimburse Intsel Chismos for the same amount.<sup>69</sup> The Liquidating Trustee does not argue, let alone provide any legal or evidentiary support for the contention, that the Estate can now avoid making that payment. Under no circumstances can summary judgment be granted on Sentynl’s administrative expense for the Intsel Chismos obligation.

33. **Second**, the Liquidating Trustee does not contest that it the Estate is liable for Sentynl’s costs to obtain the transfer of the IQVIA global safety database, which Sentynl still has not received, even though the database was to be transferred to Sentynl at closing – *a year ago*. As a result of the assignment of the IQVIA contract to EIT, Sentynl has been exposed to significant regulatory noncompliance risk and was forced to negotiate and litigate to obtain access to the data and database it acquired through the Zokinvy® sale, incurring significant legal fees and expenses for which the Estate is liable.

C. 

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<sup>69</sup> The latest proposal from the French government would require a payback of approximately €2,900,255 (approximately \$3,291,044 at the present conversion rate). The Estate has already set aside funds to pay Sentynl for the Intsel Chismos reimbursement.

1. [REDACTED]

34. When this bankruptcy case was filed (and now), there was (and is) a sense of urgency to the completion of the sale of the rights to Zokinvy® because, as this Court noted:

It is also important that the Zokinvy Sale Transaction be consummated as expeditiously as possible to avoid any disruption to the patients who depend on Zokinvy to treat progeria, a rare and fatal genetic condition that may result from continued uncertainty about the future of the Transferred Assets.<sup>70</sup>

35. [REDACTED]

[REDACTED]

36. [REDACTED]:

[REDACTED]

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<sup>70</sup> Docket No. 162 (Zokinvy Sale Order), ¶ K, p. 8.

<sup>71</sup> Docket No. 162, Ex. A (Zokinvy APA), ¶ 2.1, p. 15.

<sup>72</sup> *Id.*

<sup>73</sup> Sublicense, §§ 1.28, 2.1.

<sup>74</sup> Sublicense, §§ 1.6, 2.1.

[REDACTED] 75

37. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

38. [REDACTED]

[REDACTED]

[REDACTED].

a. [REDACTED]

39. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>75</sup> Sublicense, § 3.7 (emphasis added) ([REDACTED])

<sup>76</sup> Motion, ¶ 3.

<sup>77</sup> [REDACTED]

<sup>78</sup> Sublicense, § 3.7.



- [REDACTED]

40. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

b. [REDACTED]

41. [REDACTED]

[REDACTED]

[REDACTED] :

[REDACTED]

[REDACTED]<sup>79</sup>

42. [REDACTED]

[REDACTED] :

- [REDACTED]

[REDACTED]

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<sup>79</sup> Sublicense, Schedule 3.7.

<sup>80</sup> Exhibit U, at EIGER-SENTYNL-0014113.

<sup>81</sup> Sublicense, § 3.3(a).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

88

43.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 89

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<sup>82</sup> Sublicense, § 2.1(a).

<sup>83</sup> Sublicense, § 1.36 (

<sup>84</sup> Sublicense, § 1.35.

<sup>85</sup> Sublicense, § 2.1(b).

<sup>86</sup> Sublicense, § 2.1(c).

<sup>87</sup> Sublicense, § 1.28.

<sup>88</sup> Sublicense, § 7.1.

<sup>89</sup> Motion, ¶ 16.

44.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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45.

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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<sup>90</sup> Sublicense, § 3.7.

<sup>91</sup> [REDACTED]

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**(c) [REDACTED]**

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*Sentynl Therapeutics, Inc.*’s Motion (I) to Enforce the Zokinvy Sale Order and (II) for Contempt Against Eiger Pharmaceuticals, Inc. [Docket No. 779]; Reply in Support of Motion for Allowance of Administrative Expenses of *Sentynl Therapeutics, Inc.* [Docket Nos. 800 (redacted), 801 (sealed)]. These arguments are incorporated by reference here.

d.

48.

2. ***Factual Disputes Abound Regarding the Trustee’s “Reasonable Efforts,” If There Were Any Efforts at All***

51. While the Motion is filled with confident conclusions about what is not disputed, the confidence is entirely misplaced. The Liquidating Trustee’s claims depend upon this Court turning the summary judgment standard on its head. The Court is being asked to grant *the movant* inferences from disputed claims mischaracterized as undisputed, and unsupported by evidence, when the beneficiary of any reasonable inferences from evidence – if there were any – would be Sentylnl. And the Court asked to do so in an area of decision – reasonableness – where courts are already cautioned not to overuse summary judgments for fear of “overkill.”

52. The reality is that many of the assertions that undergird the Motion’s claims are, in fact, disputed. Attached hereto as **Exhibit B** is chart in which each of the Motion’s allegedly undisputed factual claims are, in fact, disputed. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

53. It bears mention that: (a) the parties are actively engaged in discovery in which

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<sup>95</sup> *Frew v. Janik*, 780 F.3d 320, 328 (5<sup>th</sup> Cir. 2015) (“Indeed, courts must be particularly wary of isolating from its surroundings or considering apart from other provisions a single phrase, sentence, or section of a contract.”) (citing *Texas v. Am. Tobacco Co.*, 463 F.3d 399, 408 (5<sup>th</sup> Cir. 2006)).

many more facts, including facts bearing on or negating the Motion’s claims, have been and will be discovered;<sup>96</sup> and (b) as of the hearing on the Motion, a final evidentiary disposition on these issues will take place in just one month. With fact issues abundant and interconnected, there is no justification to the Motion’s demand for a ruling at this time.

54. Under Federal Rule of Civil Procedure 56(d), as made applicable by Federal Rule of Bankruptcy Procedure 7056, and the declaration attached, the Court should take notice that there have been no depositions taken and the document production is ongoing.<sup>97</sup> The Liquidating Trustee thrust an email production of documents only yesterday, April 24, at 8:00 pm.<sup>98</sup> Summary Judgment should not be granted at this stage – with documents still flying over the transom at night, and no depositions yet taken. These documents may have a substantial impact on the hearing and, regardless, create a fact issue. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

55. Finally, the Motion ignores – and provides no evidence to negate – the duties of good faith and fair dealing implied under Delaware law (made applicable under the APA)<sup>100</sup> and

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<sup>96</sup> Notably, Federal Rule of Bankruptcy Procedure 7056 affords this Court the discretion to allow for the completion of discovery when summary judgment motions are pending. Fed. R. Bankr. P. 7056 (incorporating Fed. R. Civ. P. 56(d)).

<sup>97</sup> Hercz Decl., ¶ 18.

<sup>98</sup> *Id.*

<sup>99</sup> Exhibit U, at EIGER-SENTYNL-0014113.

<sup>100</sup> “A duty of good faith and fair dealing is implied in every contract.” *Connelly v. State Farm Mut. Auto. Ins. Co.*, 135 A.3d 1272 (Del. 2016). As explained by the Delaware Supreme Court: “The implied covenant seeks to enforce the parties’ contractual bargain by implying only those terms that the parties would have agreed to during their original negotiations if they had thought to address them. Under Delaware law, a court confronting an implied covenant claim asks whether it is clear from what was expressly agreed upon that the parties who negotiated the express terms of the contract would have agreed to proscribe the act later complained of as a breach of the implied covenant of good faith—had they thought to negotiate with respect to that matter. While this test

New York law (made applicable under the Sublicense)<sup>101</sup> which Sentynl maintains were violated.

[REDACTED]

[REDACTED]

[REDACTED]

3. **The Liquidating Trustee's Arguments Regarding Waiver and Laches Fail**

56. In a final effort to avoid its obligations, the Liquidating Trustee argues that Sentynl's claims [REDACTED] are late filed, waived, and barred by laches. The Liquidating Trustee's argument relies on a skewed presentation of the timeline of events and on a misreading of the Motion for Allowance itself.

57. As to the former, it is important to clarify the timeline of events leading to the Corden debacle:

- May 3, 2024: Sentynl acquires the Zokinvy® assets, [REDACTED]
- August 24, 2024: EIT acquires the remaining Lonafarnib assets.
- September 5, 2024: Debtors' plan is confirmed.
- September 30, 2024: The Liquidating Trustee and Plan Administrator inure to the Debtors' rights and obligations under the Zokinvy APA and Sublicense.
- October 8, 2024: [REDACTED]

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requires resort to a counterfactual world—what if—it is nevertheless appropriately restrictive and commonsensical.” *Gerber v. Enterprise Products Holdings, LLC*, 67 A.3d 400, 418-19 (Del. 2013) (emphasis in original) *overruled on other grounds by* *Winshall v. Viacom Intern., Inc.*, 76 A.3d 808 (Del. 2013).

<sup>101</sup> “In New York, all contracts imply a covenant of good faith and fair dealing in the course of performance.” *511 W. 232nd Owners Corp. v. Jennifer Realty Co.*, 98 N.Y.2d 144, 135 (N.Y. App. 2002) (citations omitted). “This covenant embraces a pledge that ‘neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract.’” *Id.* (quotation omitted). “While the duties of good faith and fair dealing do not imply obligations ‘inconsistent with other terms of the contractual relationship’ . . . they do encompass ‘any promises which a reasonable person in the position of the promisee would be justified in understanding were included.’” *Id.* (quotations omitted).



[REDACTED]

- October 29, 2024: The Liquidating Trustee refuses Sentyln's request to extend the administrative expense deadline through December 30, 2024, in an effort to avoid litigation, but agrees to extend the deadline through November 1, 2024.
- November 1, 2024: Sentyln files its Motion for Allowance, seeking the entire \$46 million Zokinvy® purchase price.
- November 3, 2024: [REDACTED]
- November 4, 2024: [REDACTED]  
[REDACTED]
- December 18, 2024: [REDACTED]  
[REDACTED].
- December 20, 2024: [REDACTED]  
[REDACTED]
- December 23, 2024: [REDACTED]  
[REDACTED]
- December 31, 2024: [REDACTED].

58.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

59.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**a. The Laches Argument Fails**

60. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

61. [REDACTED]

[REDACTED]

[REDACTED]

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<sup>102</sup> See Fed. R. Civ. P. 8 (notice pleading is all that is required).

<sup>103</sup> Motion, ¶ 45 (citation omitted).

<sup>104</sup> *Shaffer v. Rector Well Equip. Co.*, 155 F.2d 344, 345 (5th Cir. 1946).

<sup>105</sup> *Id.* (citation omitted).

<sup>106</sup> See, e.g., *Reg'l Props., Inc. v. Fin. & Real Estate Consulting Co.*, 752 F.2d 178 (5th Cir. 1985) (“An equitable defense cannot be used to reward inequities nor to defeat justice.”); *Hot Wax, Inc. v. Turtle Wax, Inc.*, 191 F.3d 813, 825 (7th Cir. 1999) (“The notion of unclean hands working as a bar to the application of laches stems from the belief that an equitable defense, such as laches, cannot be used to reward a party’s inequities or defeat

[REDACTED]

[REDACTED]

[REDACTED]

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62.

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

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[REDACTED]

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justice.”).

<sup>107</sup> *Thorne v. Union Pac. Corp.*, 290 F.Supp.3d 365, 643 (W.D. Tex. 2017), *aff’d*, 742 F.App’x 875 (5th Cir. 2018).

<sup>108</sup> Hercz Decl., ¶ 7.

[REDACTED]

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[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**b. The Waiver Argument Fails**

64. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

66. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

67. [REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>109</sup> Hercz Decl., ¶¶ 14-17.

<sup>110</sup> *Id.*; Exhibit B.

<sup>111</sup> *See, e.g., Reg'l Props., Inc.*, 752 F.2d at 178; *Hot Wax, Inc.*, 191 F.3d at 825.

<sup>112</sup> *Bott v. J.F. Shea Co.*, 388 F.3d 530, 534 (5th Cir. 2004); *accord, Slaughter-Cooper v. Kelsey Seybold Med. Grp. P.A.*, 379 F.3d 285, 290 n.10 (5th Cir. 2004).

[REDACTED]

**CONCLUSION**

68. For the foregoing reasons, Sentynl respectfully requests the Court deny the Motion and hear Sentynl's Motion for Allowance as scheduled on May 28 and 29, 2025.

Dated: April 25, 2025

Respectfully submitted,

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***Counsel for Sentynl Therapeutics, Inc..***

**CERTIFICATE OF SERVICE**

This document was filed under seal. I certify that, on April 25, 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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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.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**ORDER DENYING SUMMARY JUDGMENT**

Before the Court is *Motion for Summary Judgment on Contested Matter, Expunging Administrative Claim of Sentynl Therapeutics, Inc.* (the “Motion”).<sup>2</sup> On consideration of the Motion, any responses thereto, and a hearing, the Motion is DENIED.

**### END OF ORDER ###**

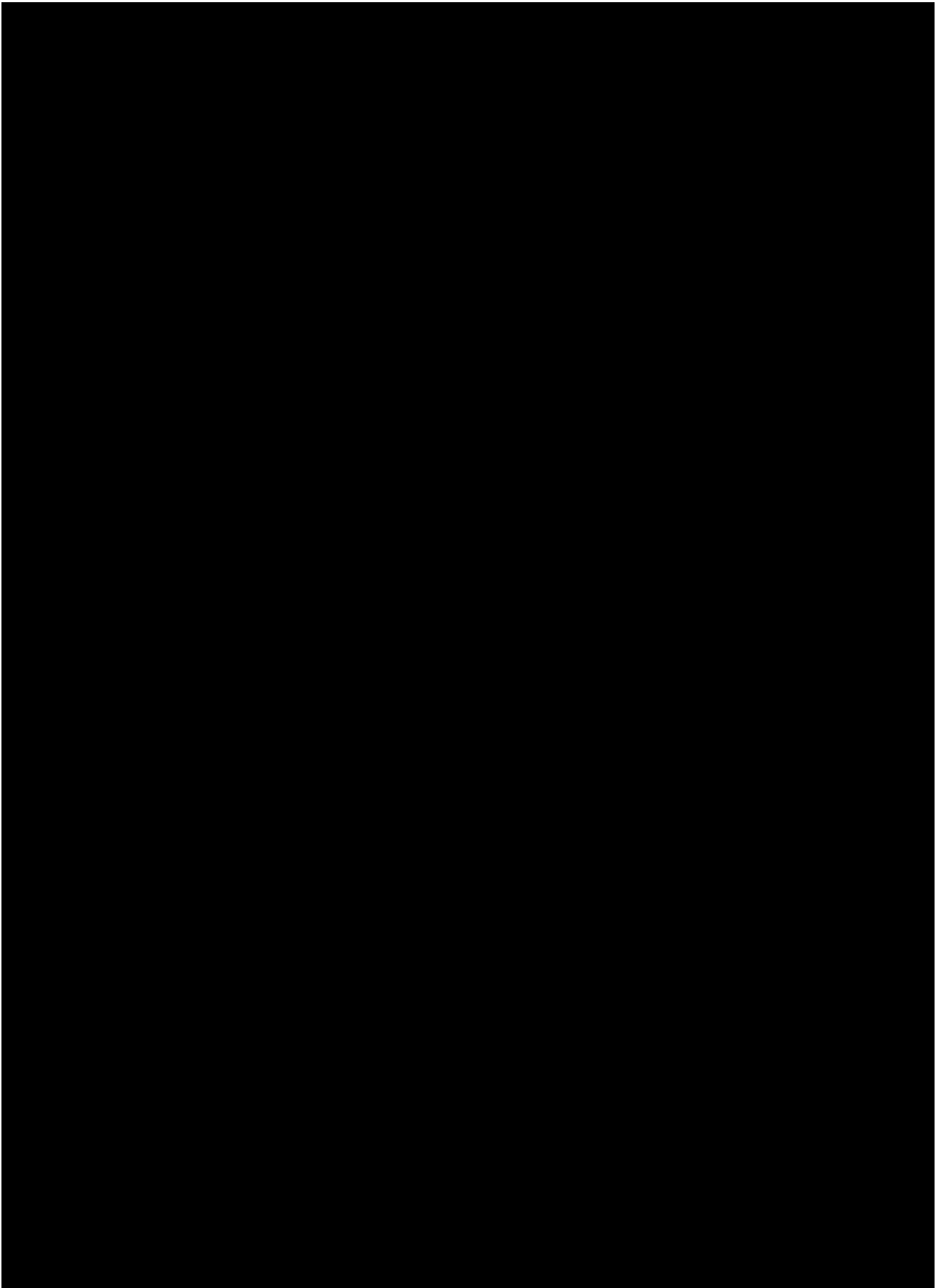
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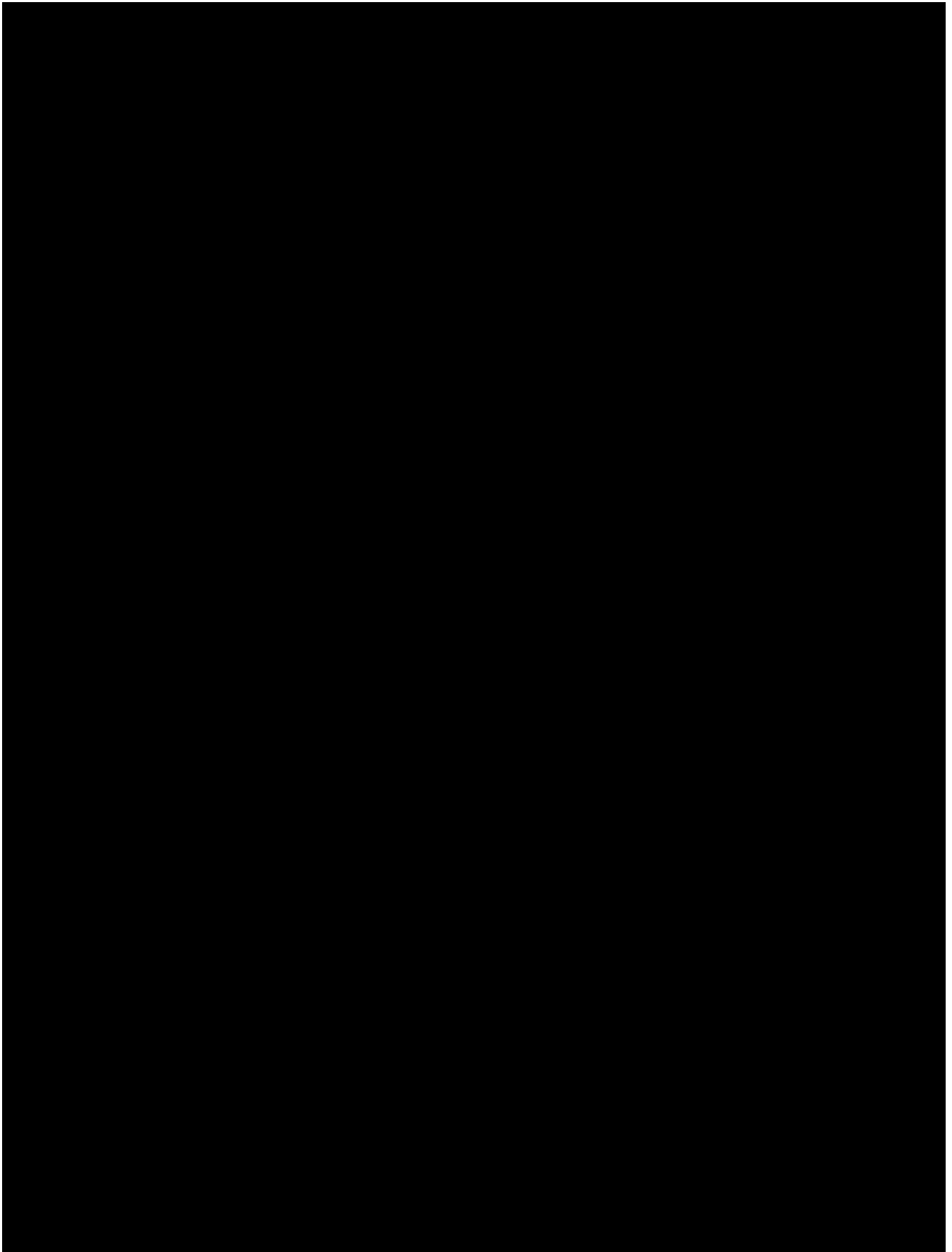
<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: Eiger BioPharmaceuticals, Inc. (1591); EBPI Merger Inc. (9986); EB Pharma LLC (8352); Eiger BioPharmaceuticals Europe Limited (N/A); and EigerBio Europe Limited (N/A). The Debtors’ service address is 2100 Ross Avenue, Dallas, Texas 75201.

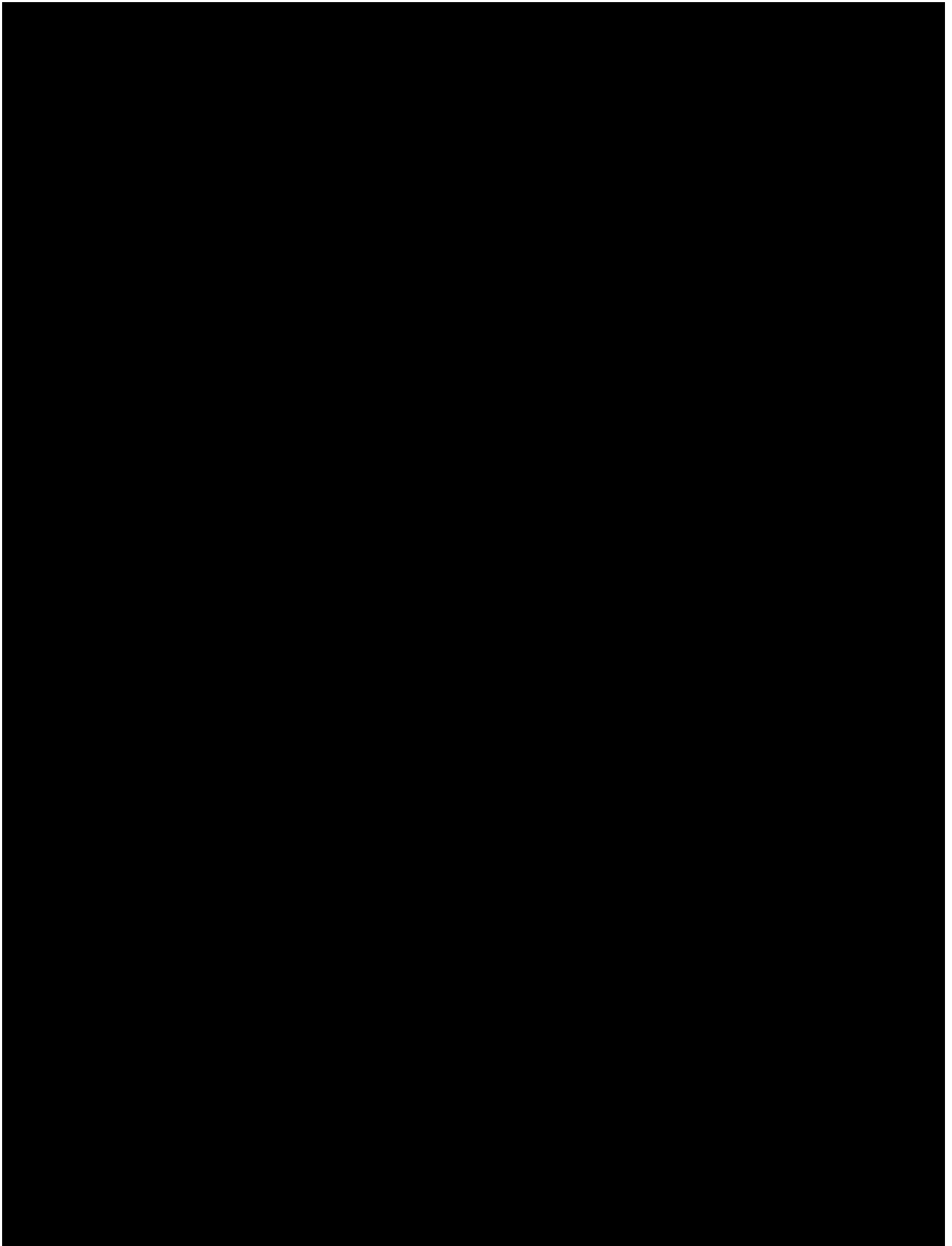
<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

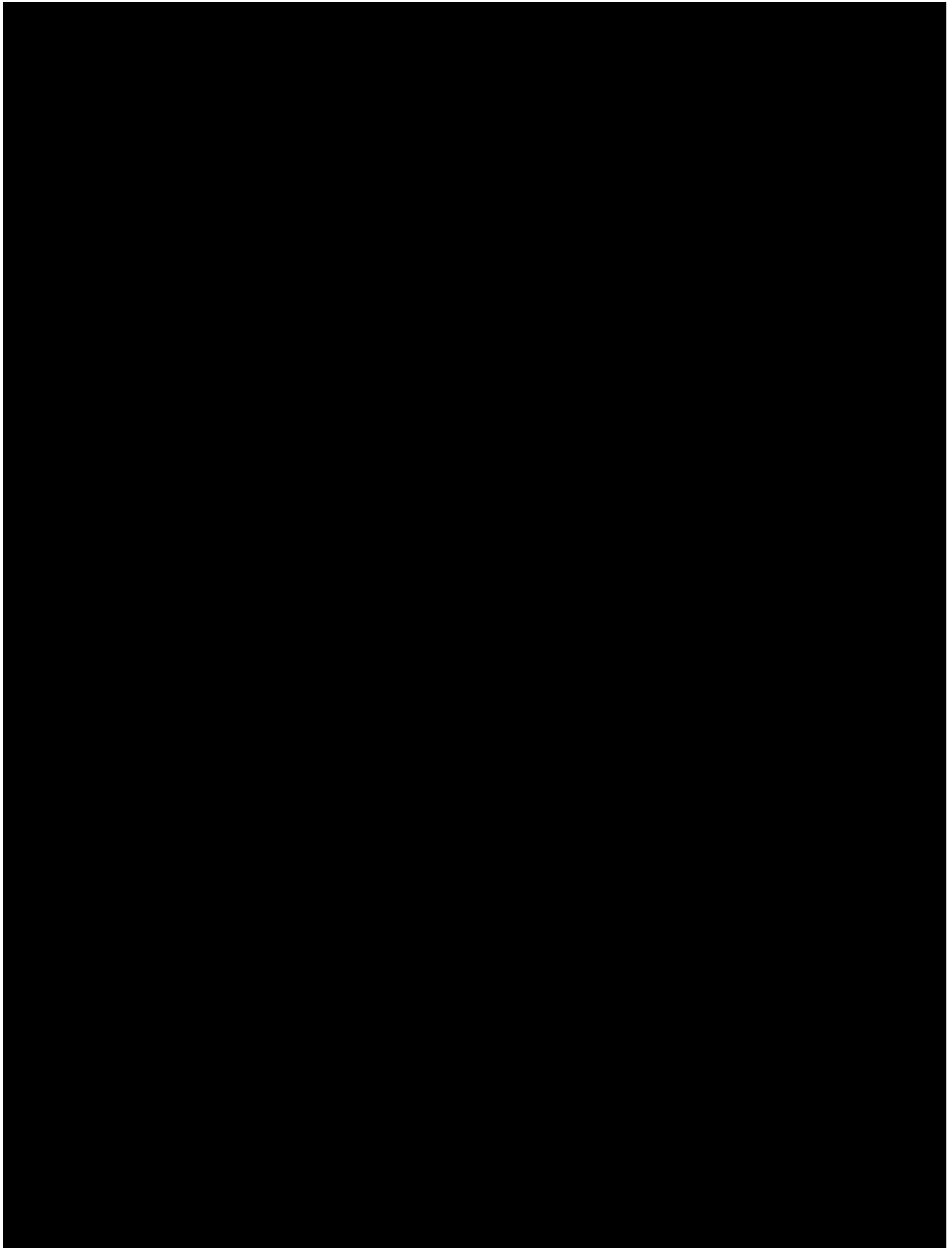
**Exhibit B**

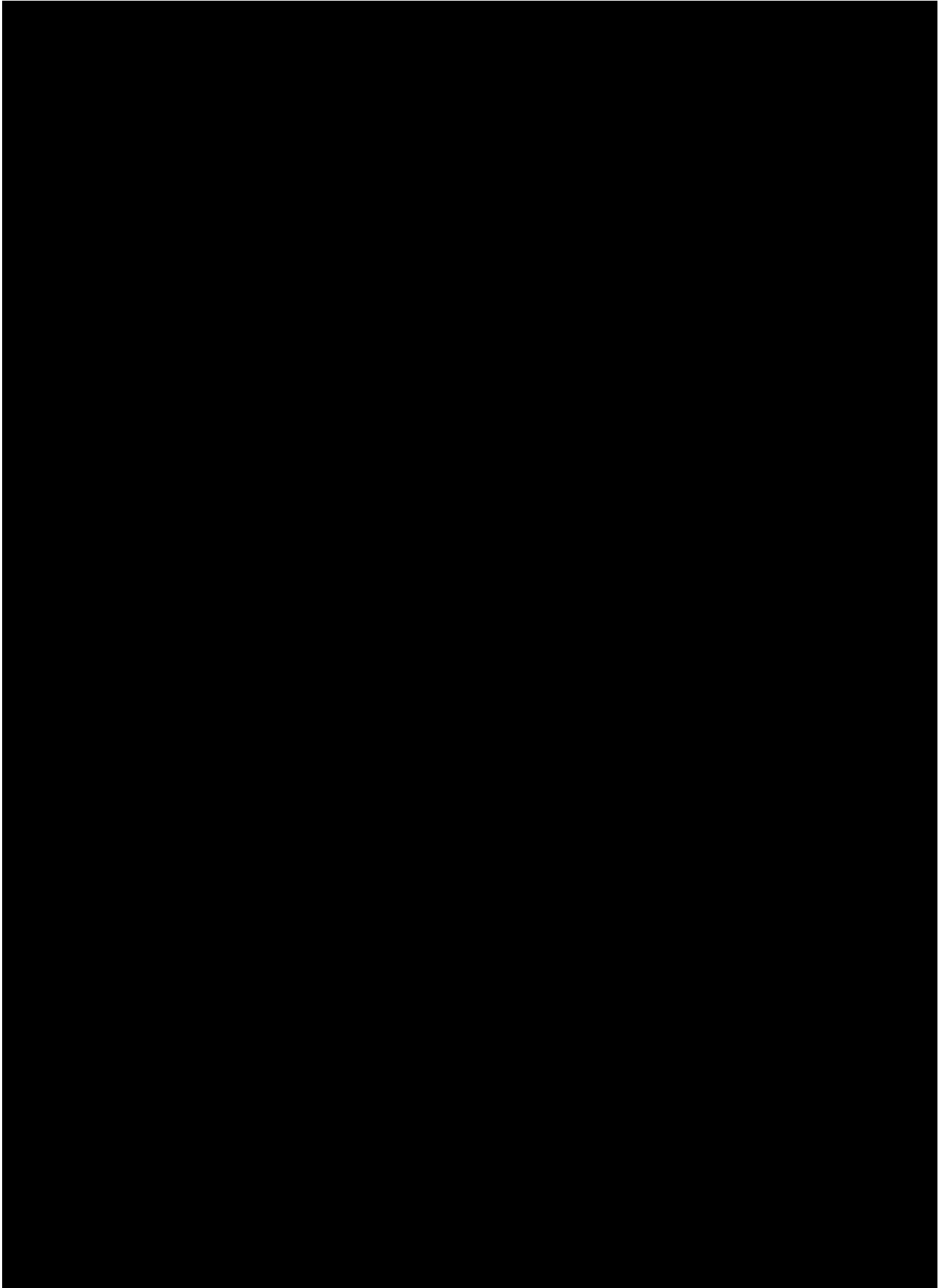
*Chart of Disputed Facts*

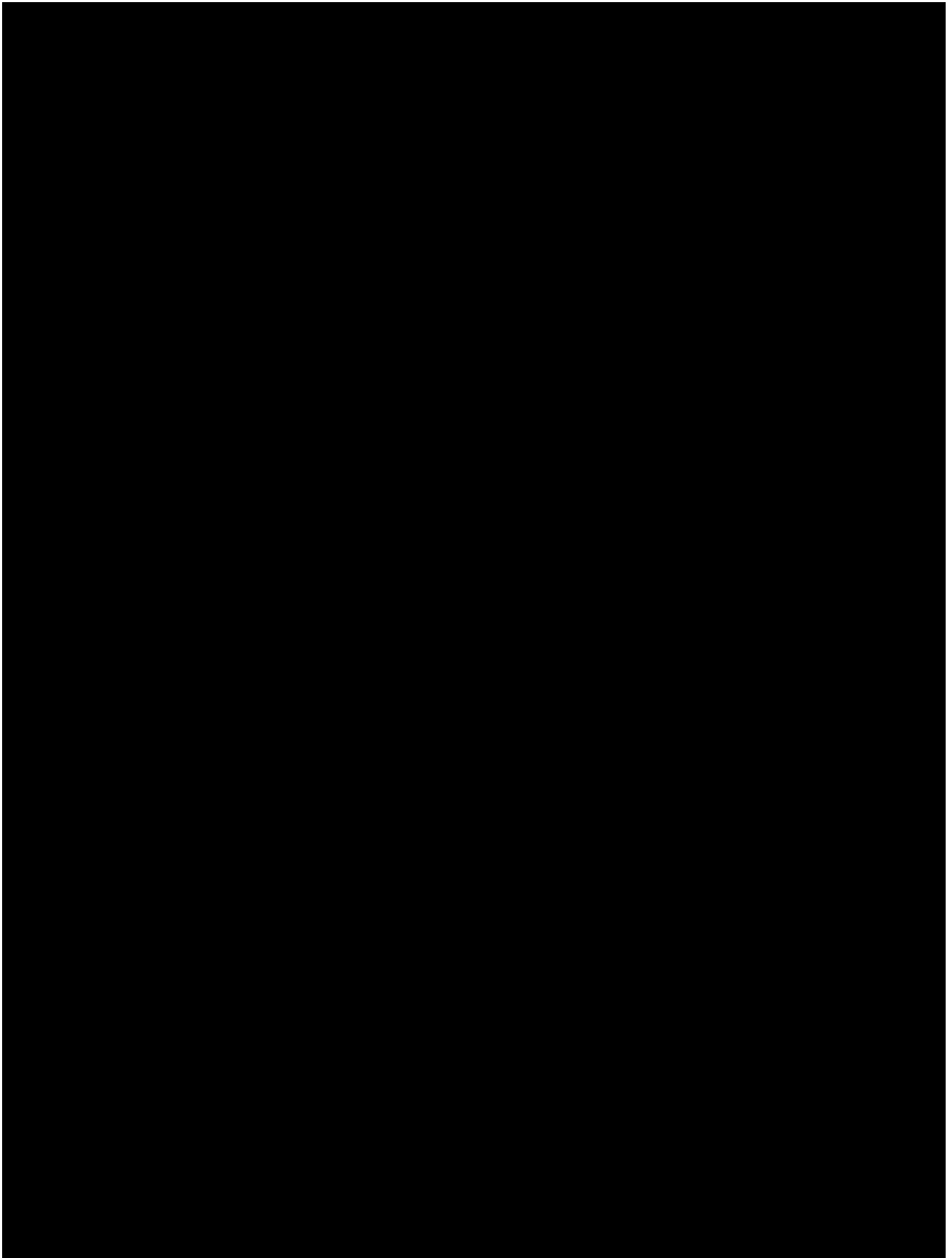




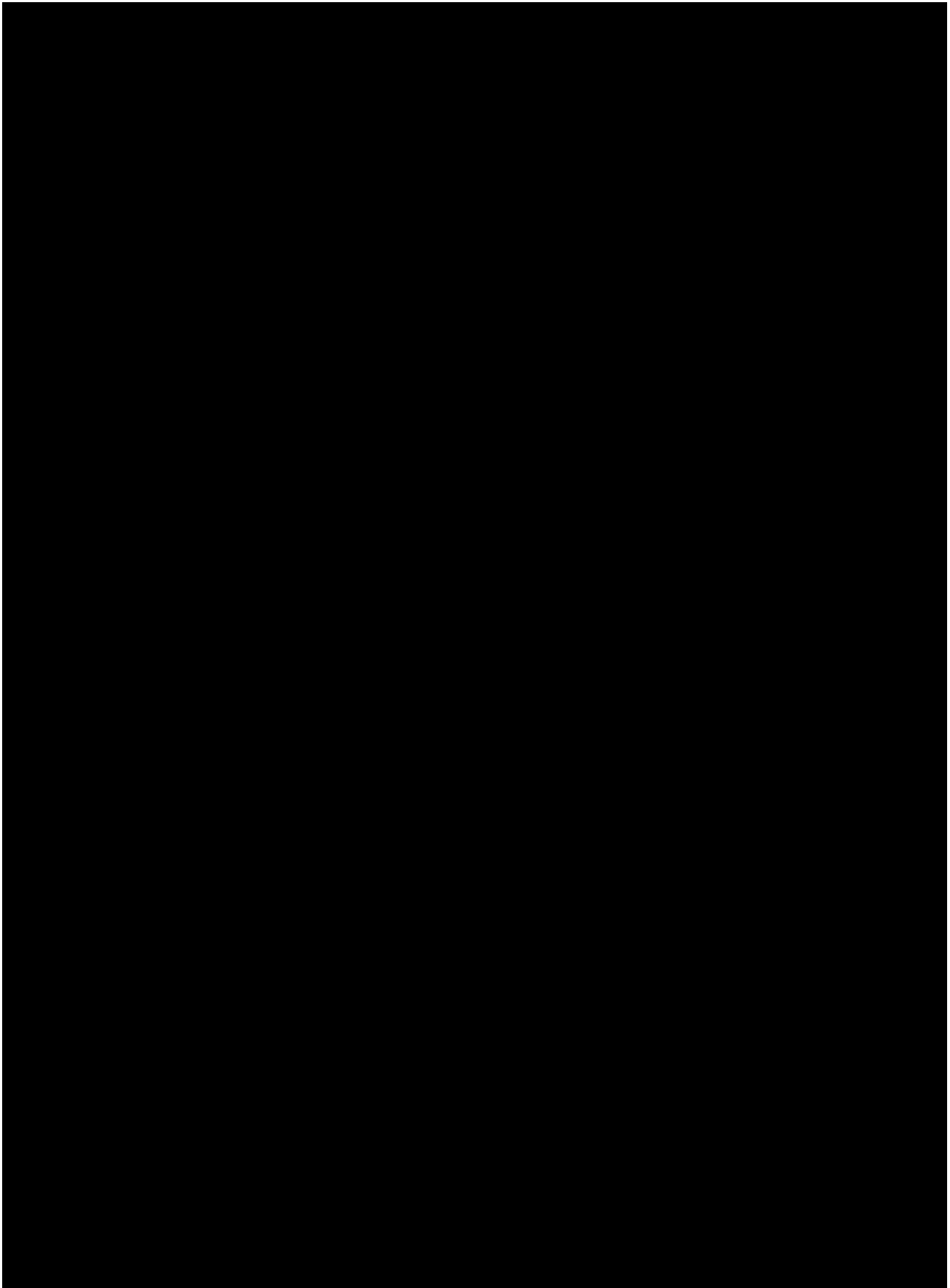


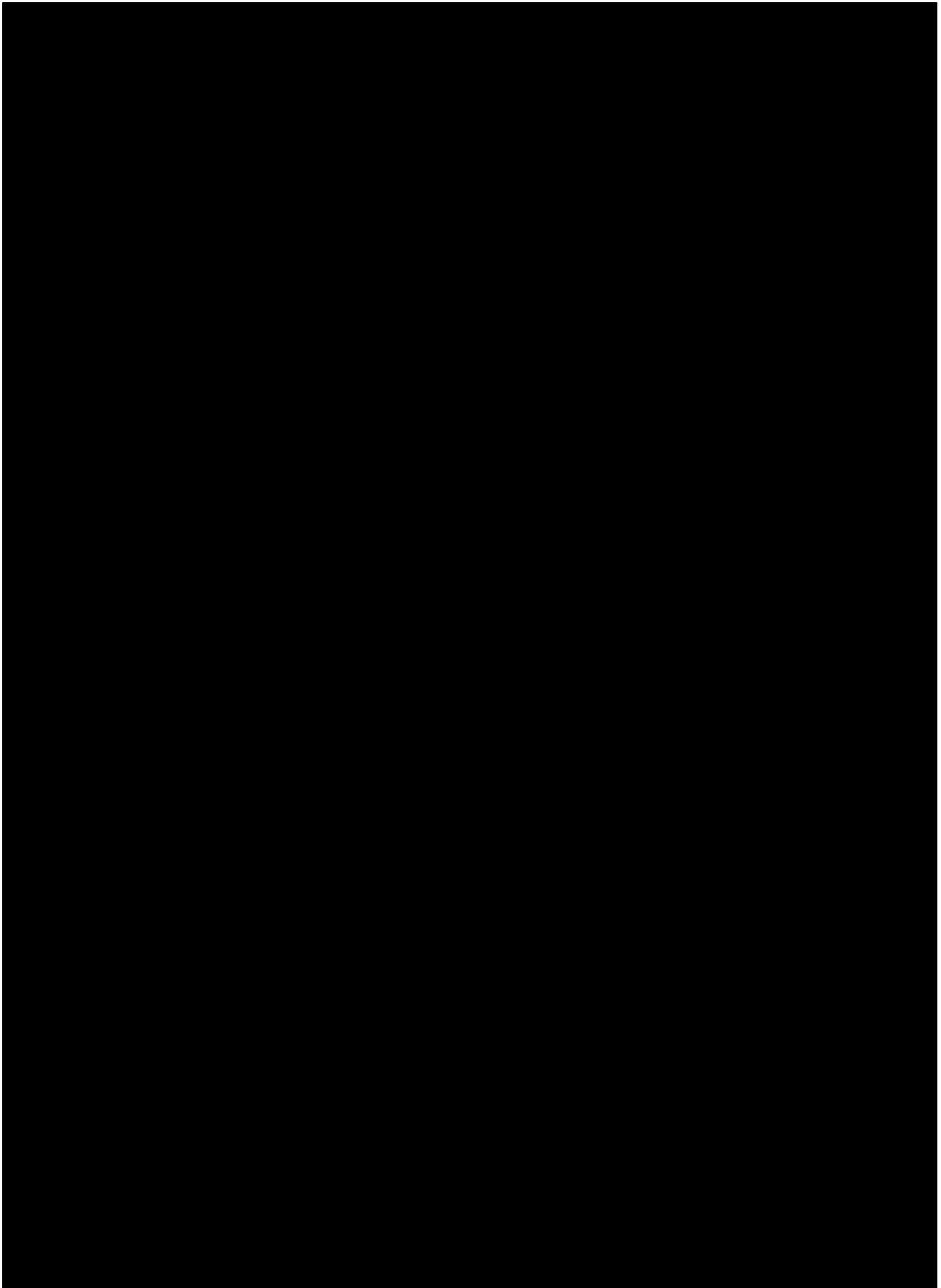


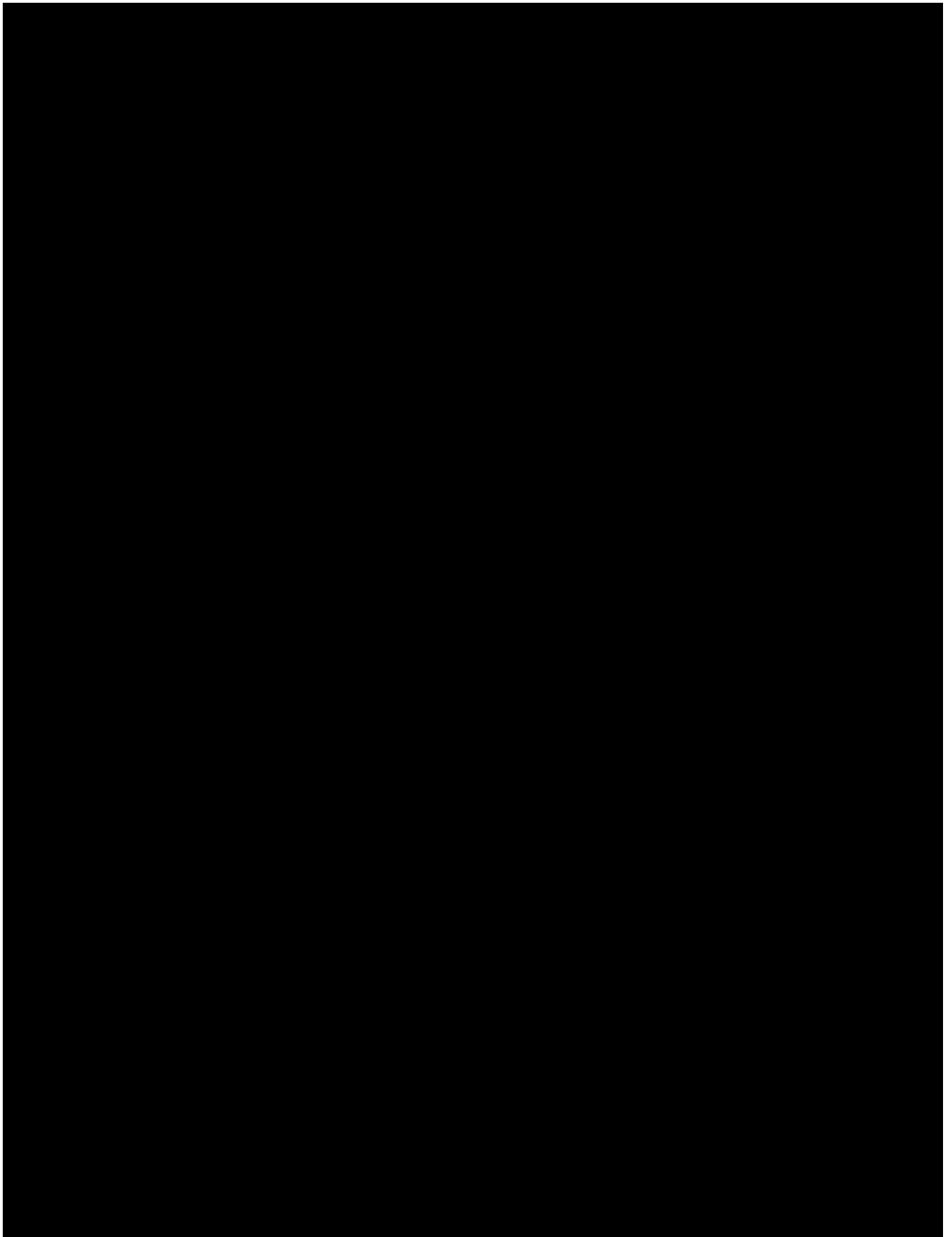


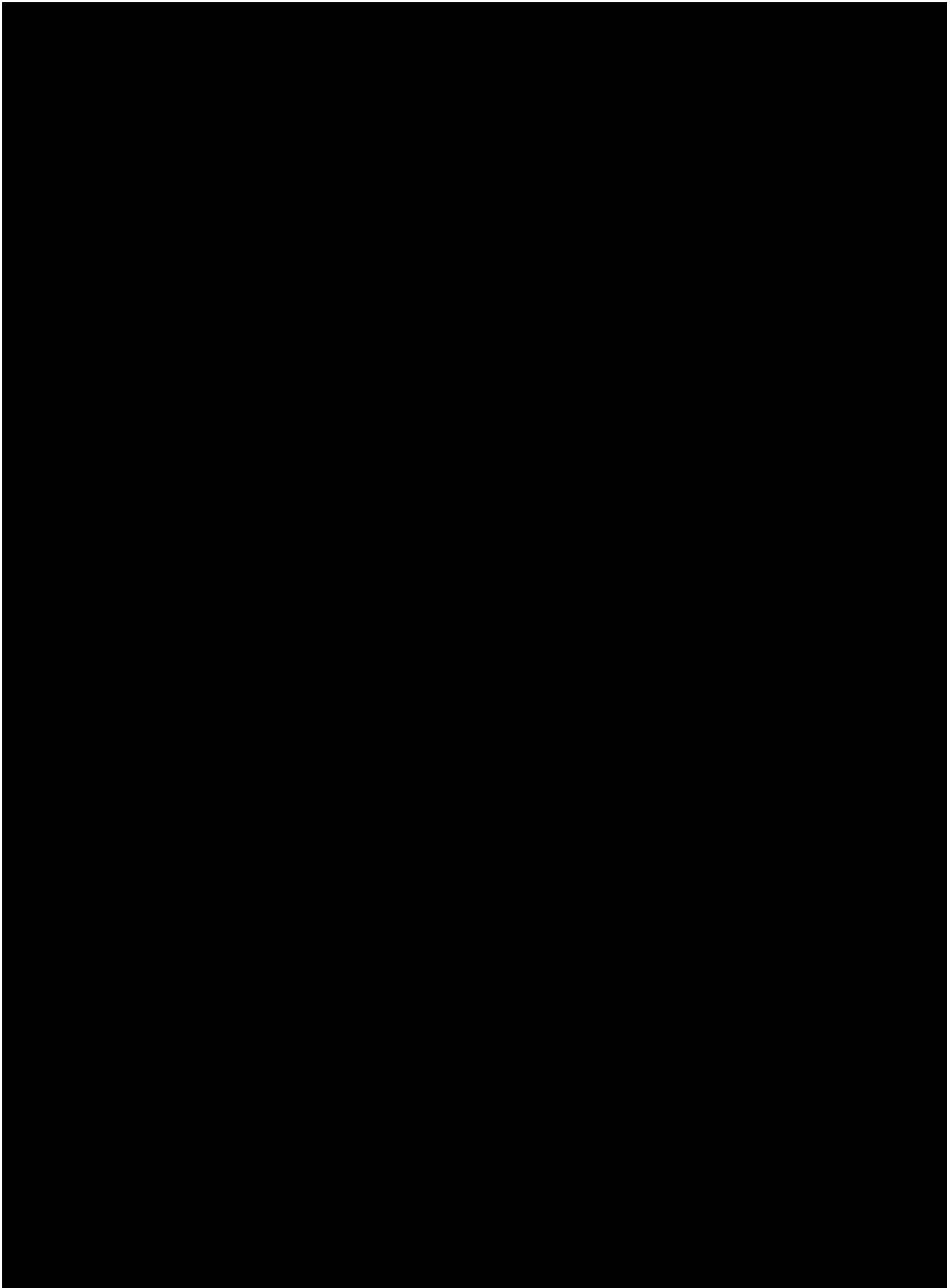


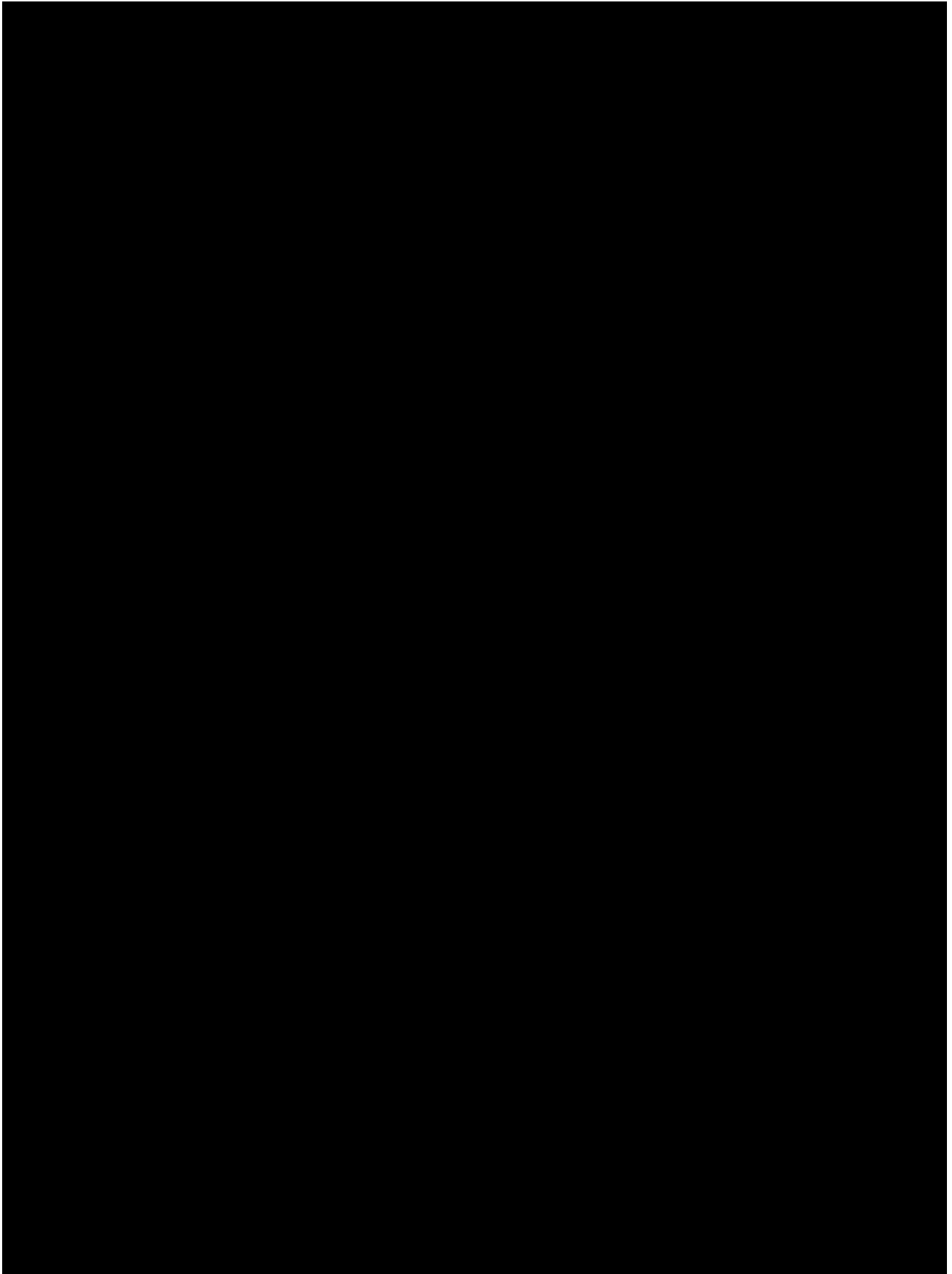


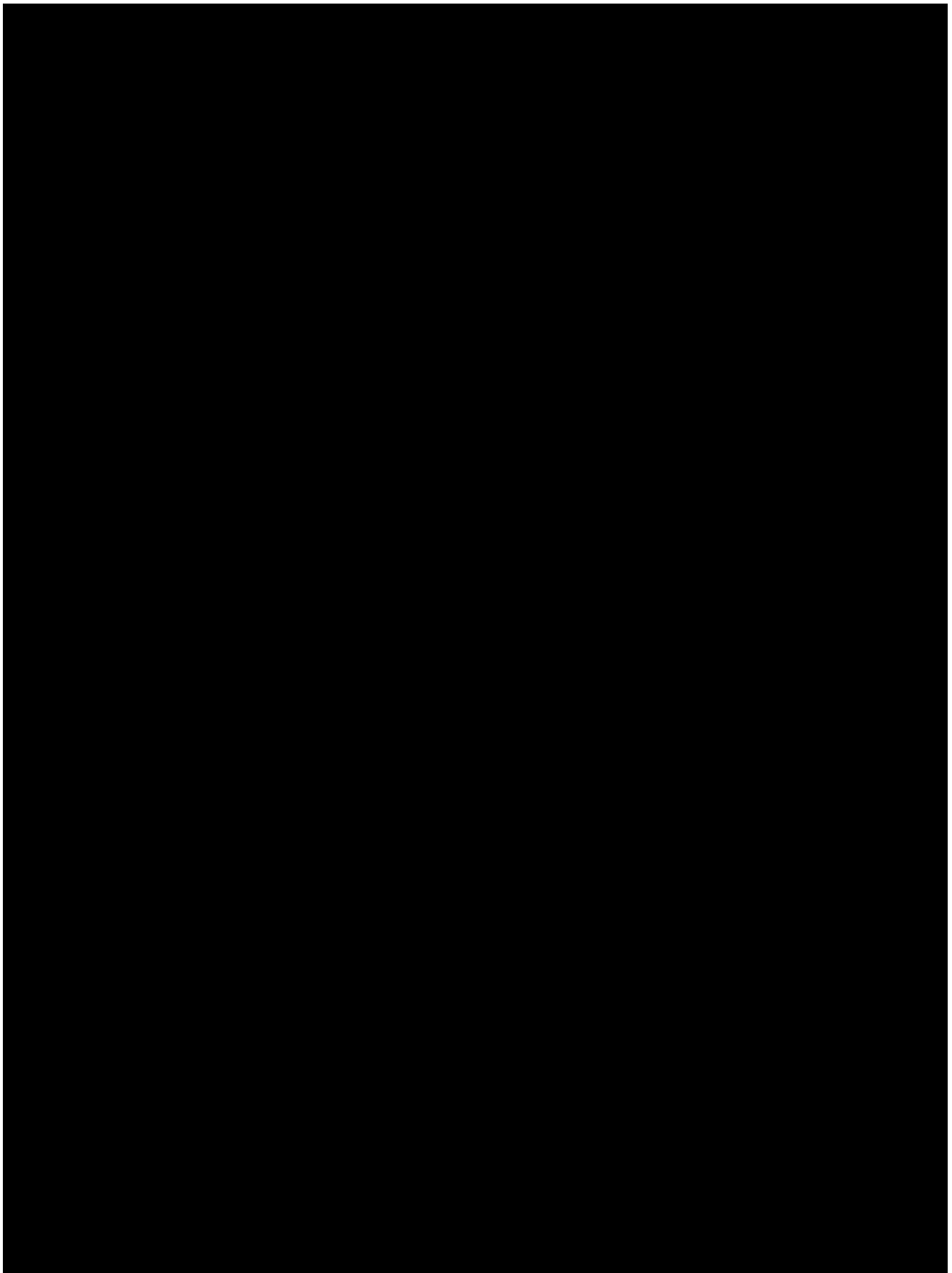


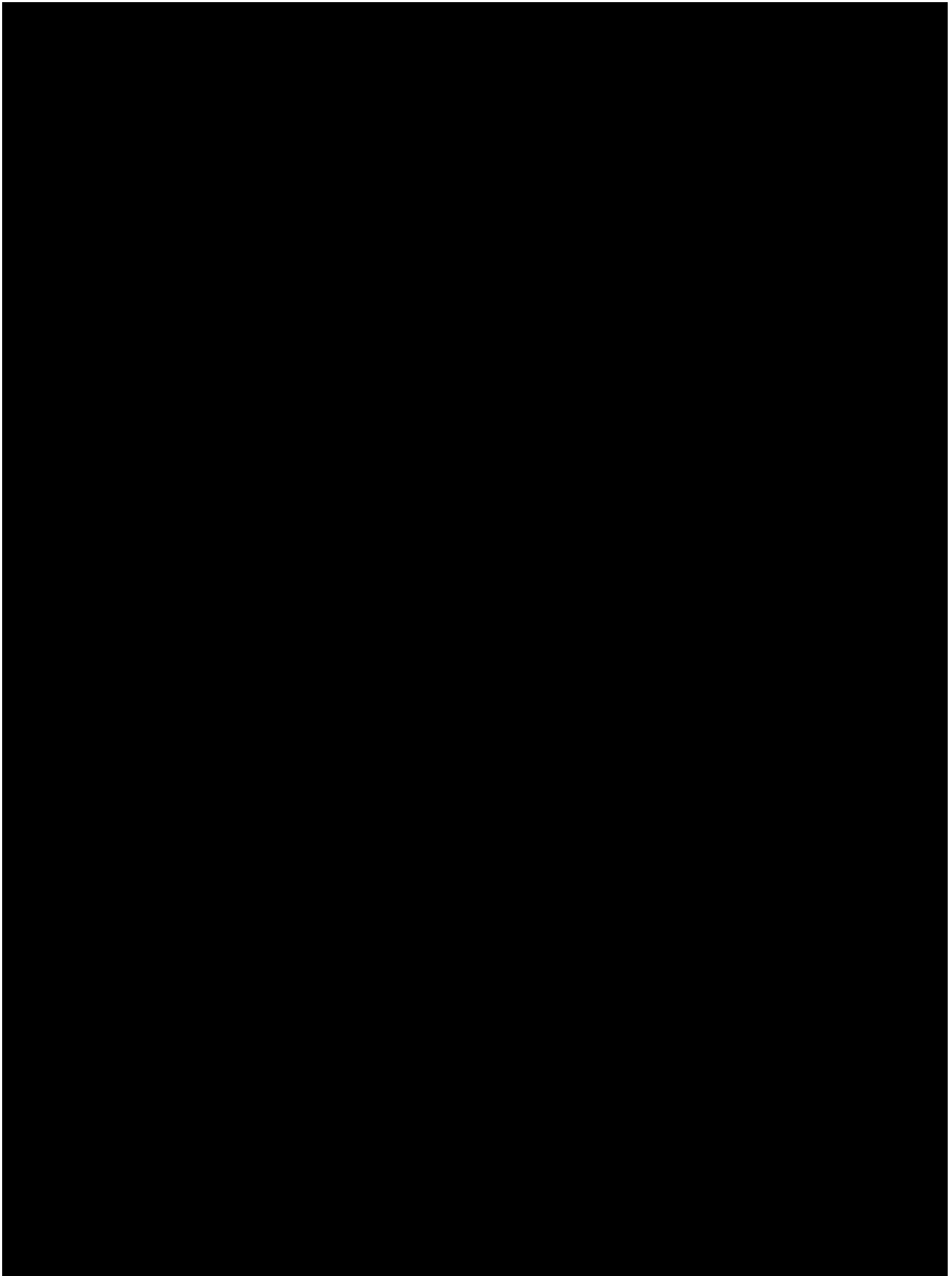


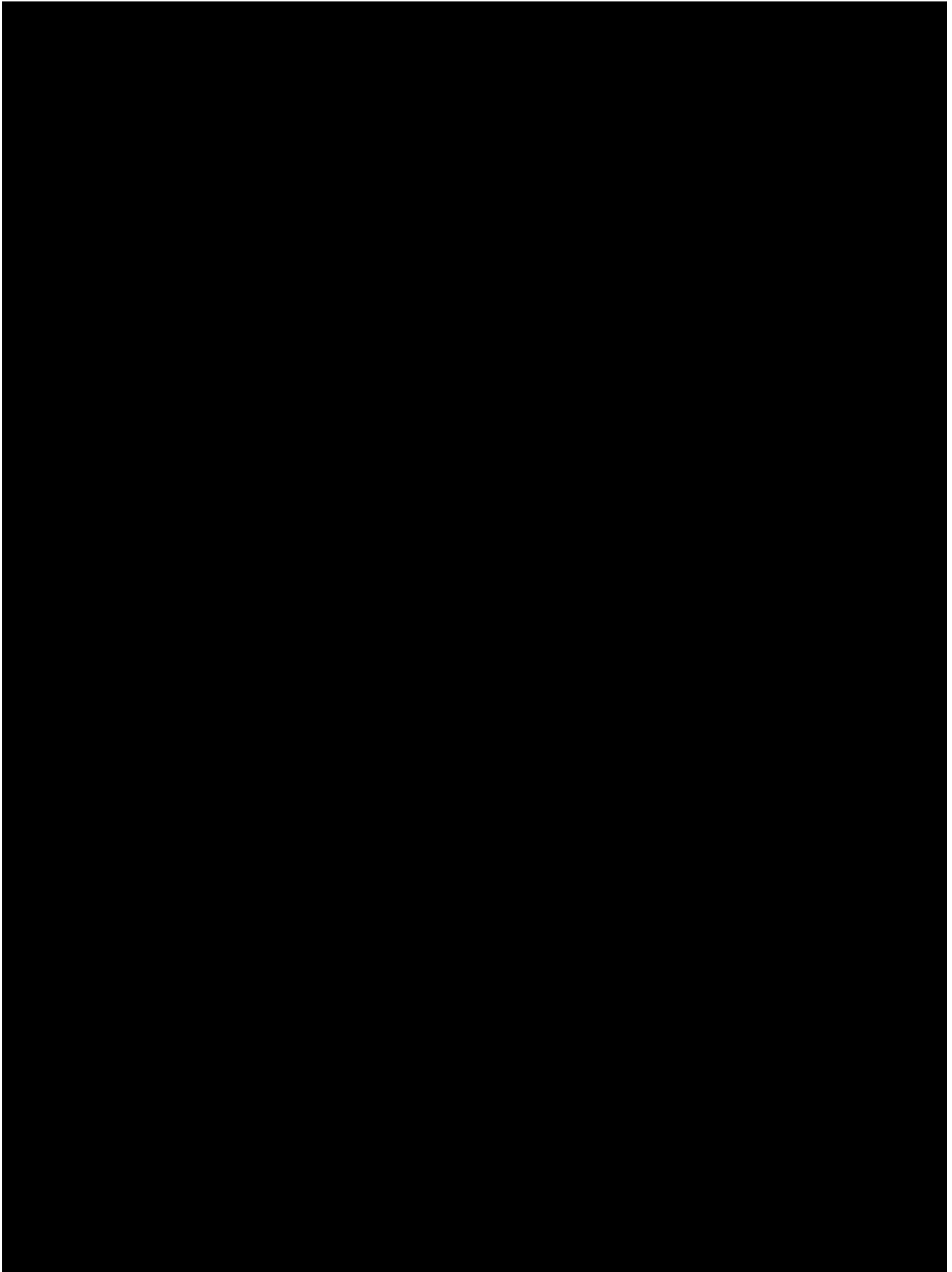




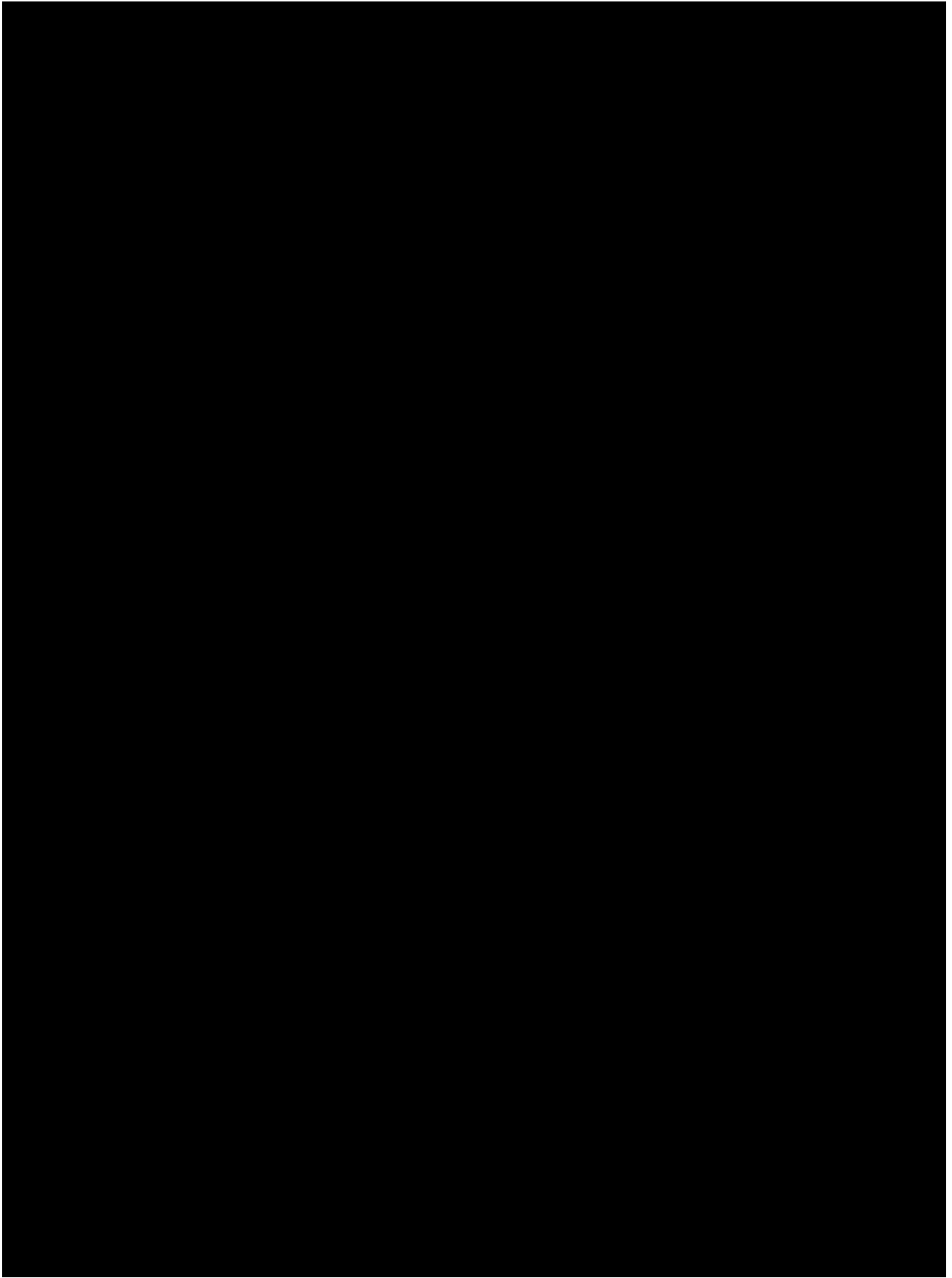


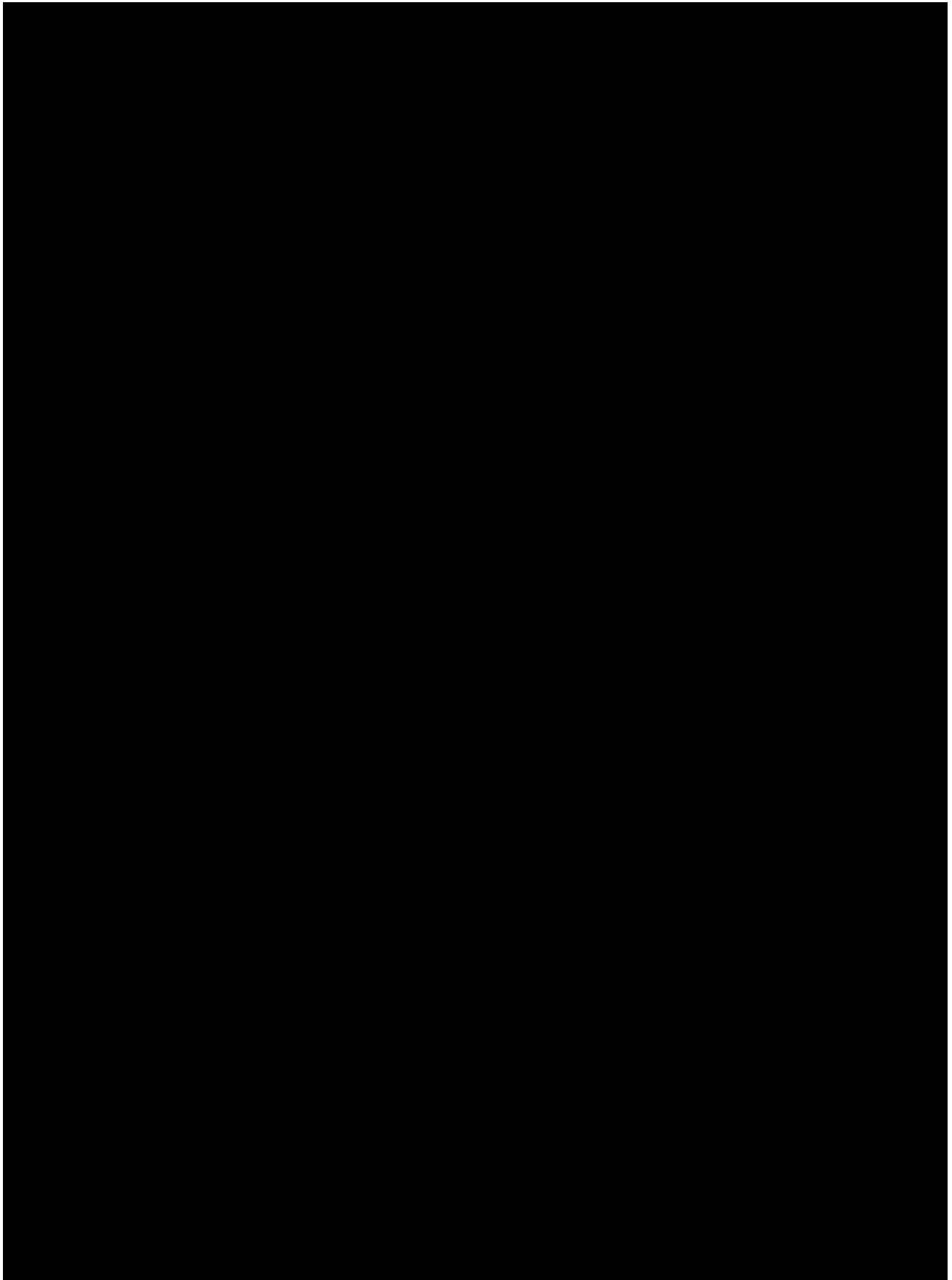


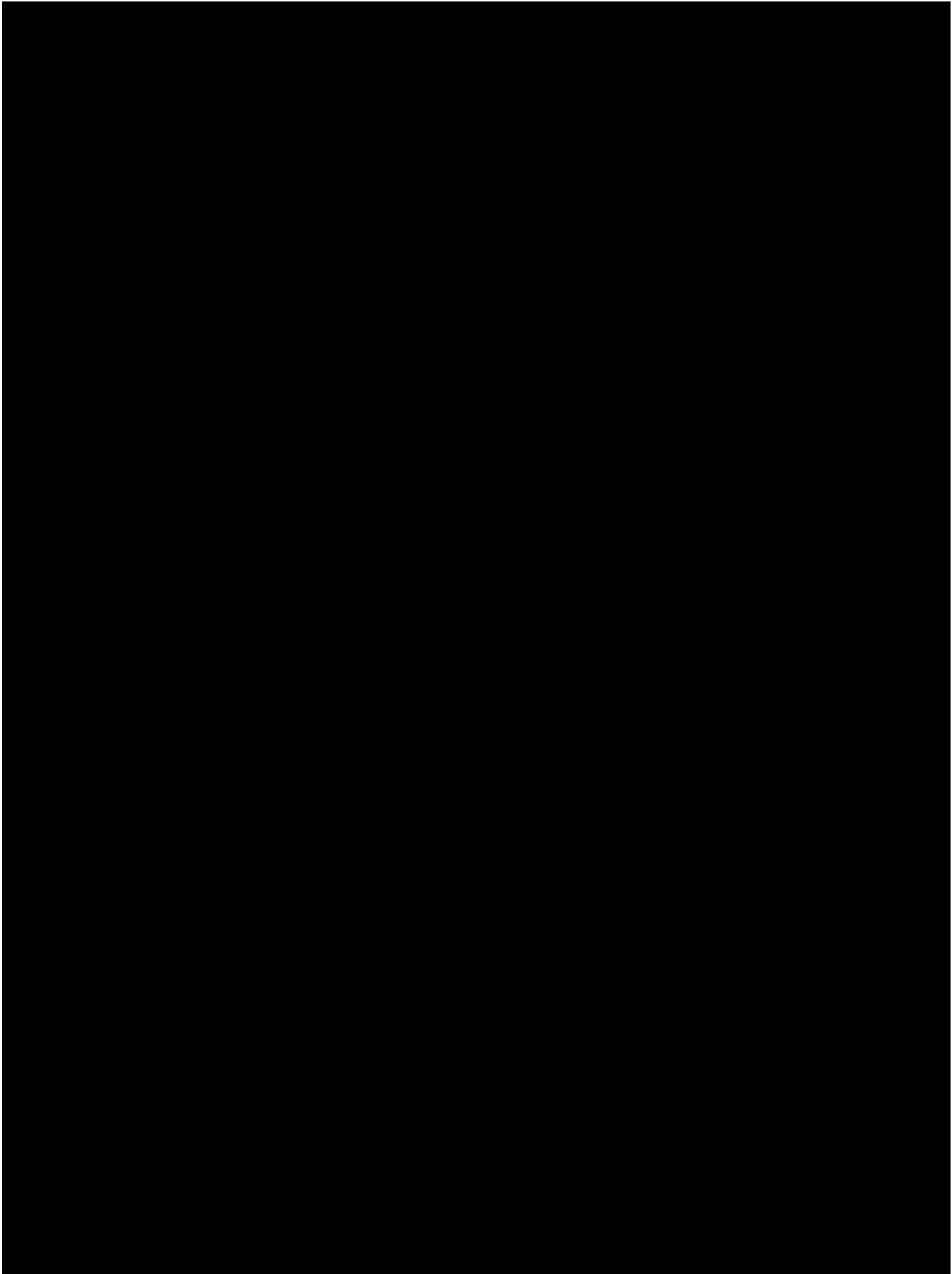


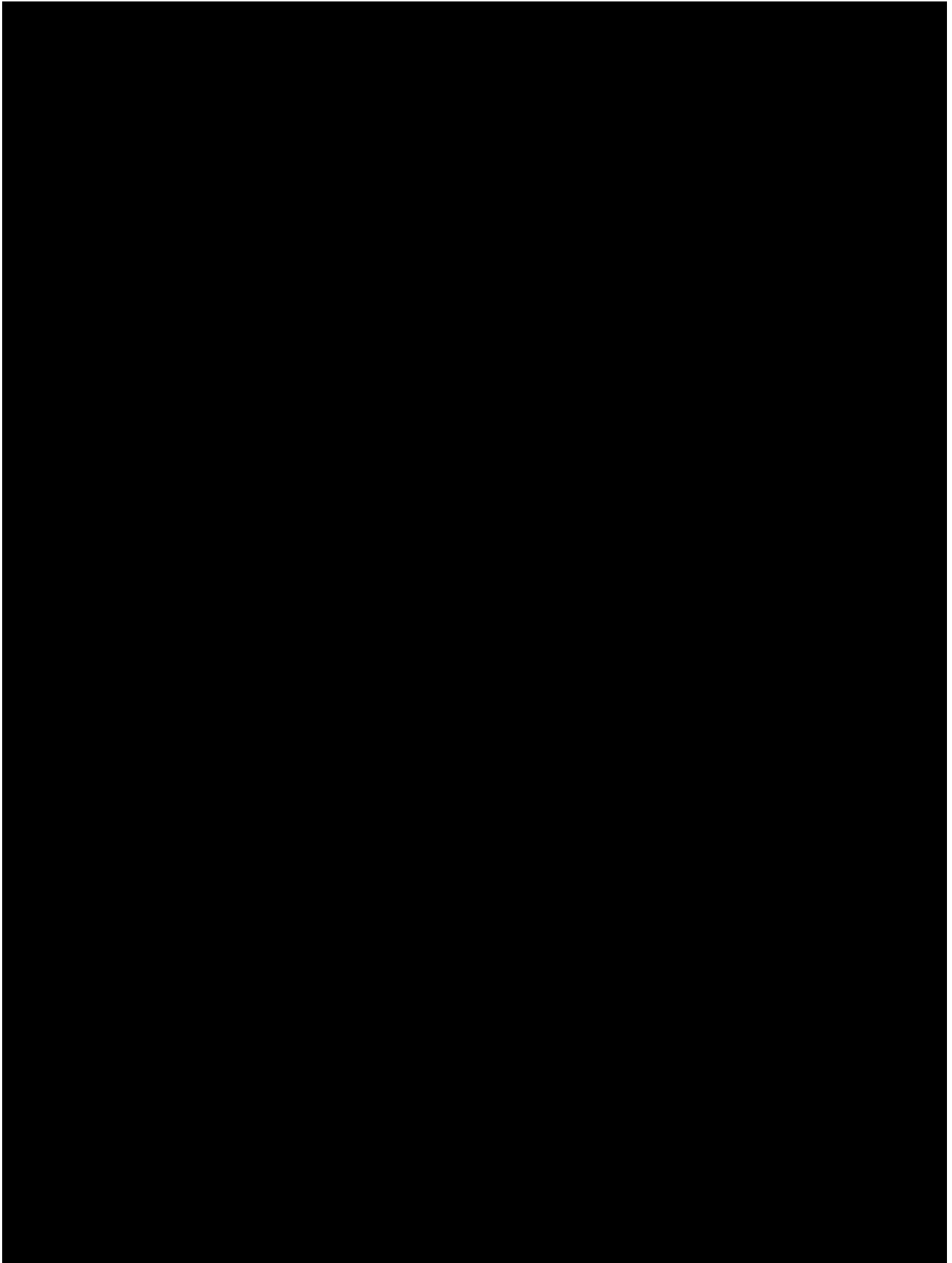


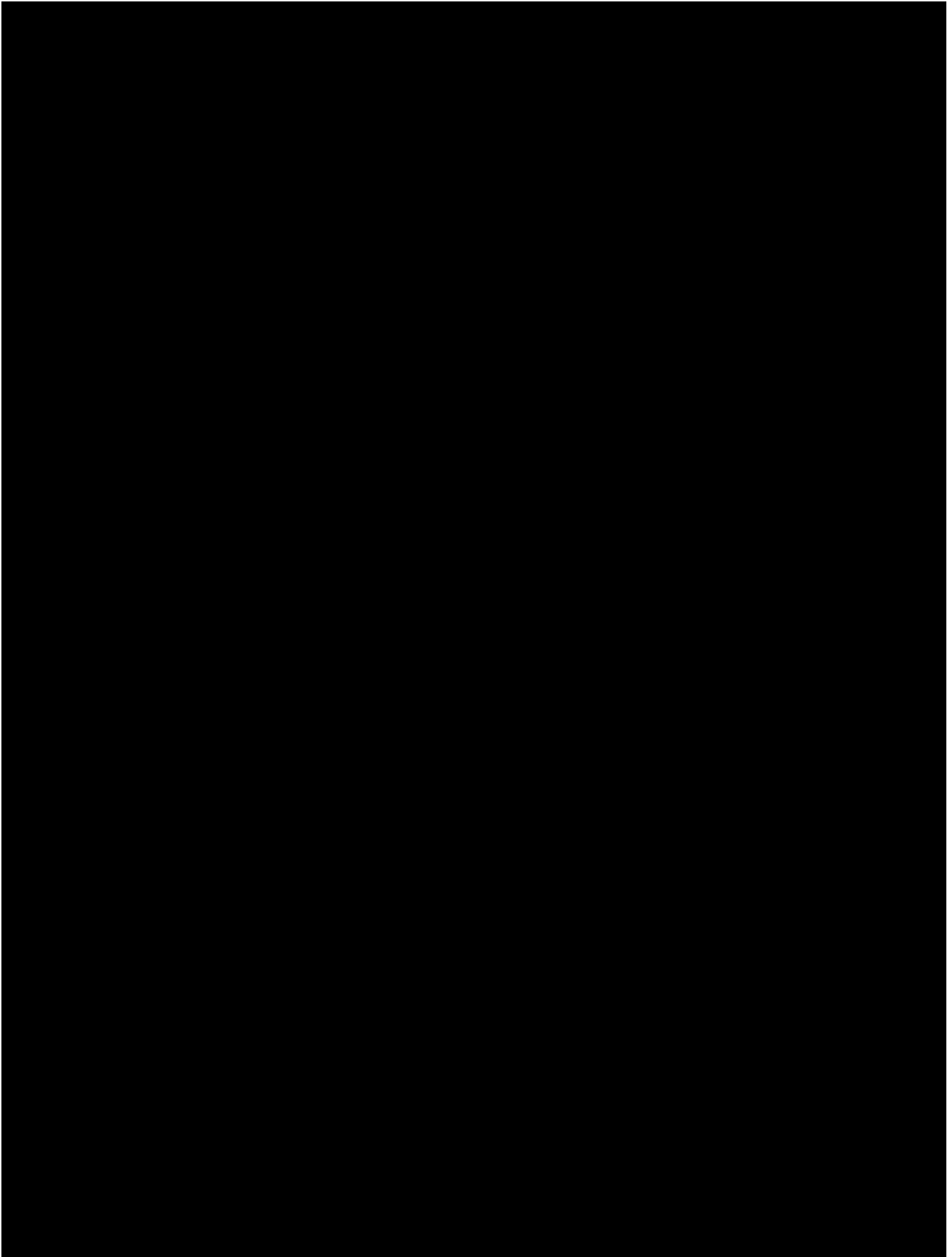


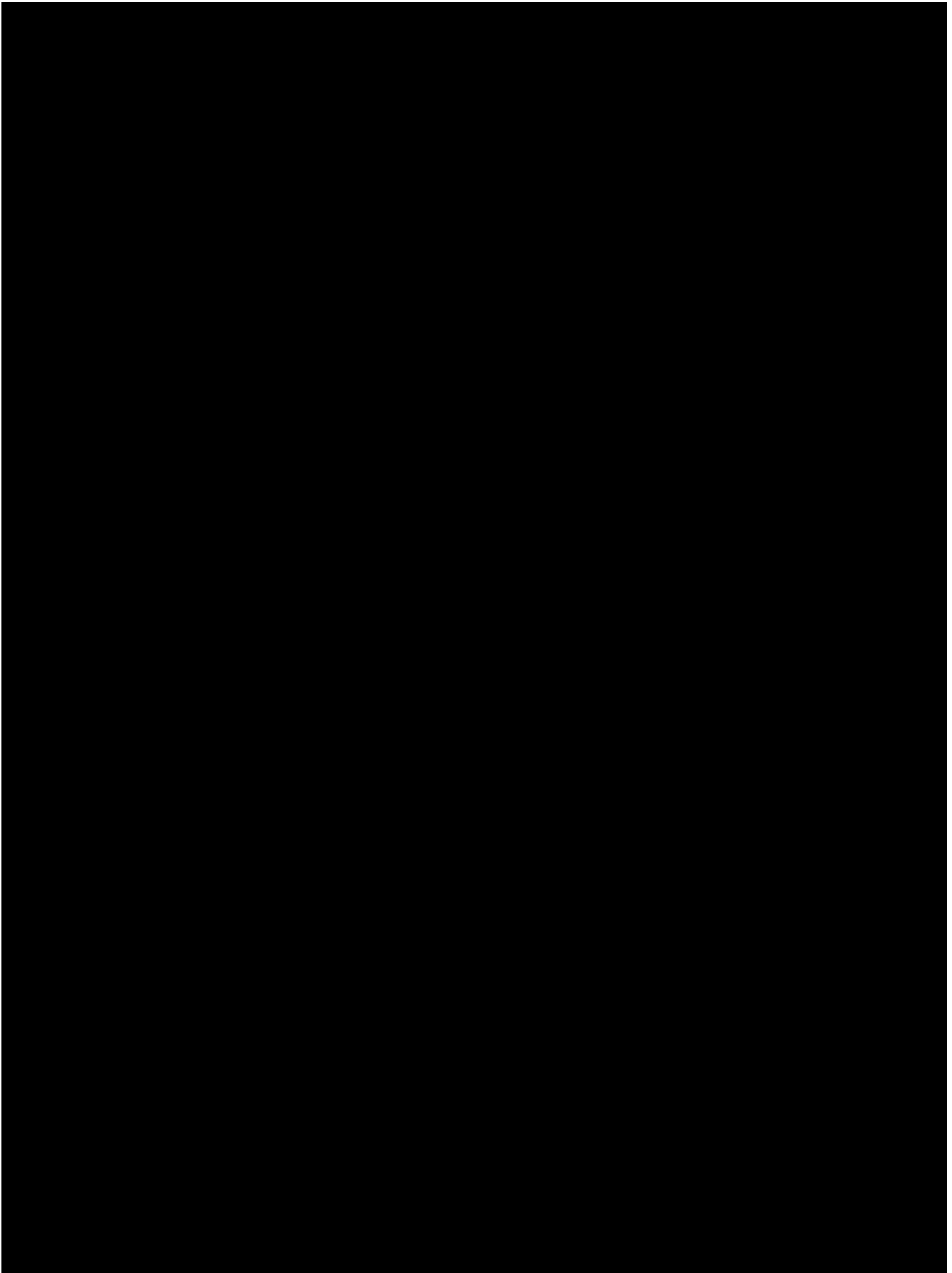


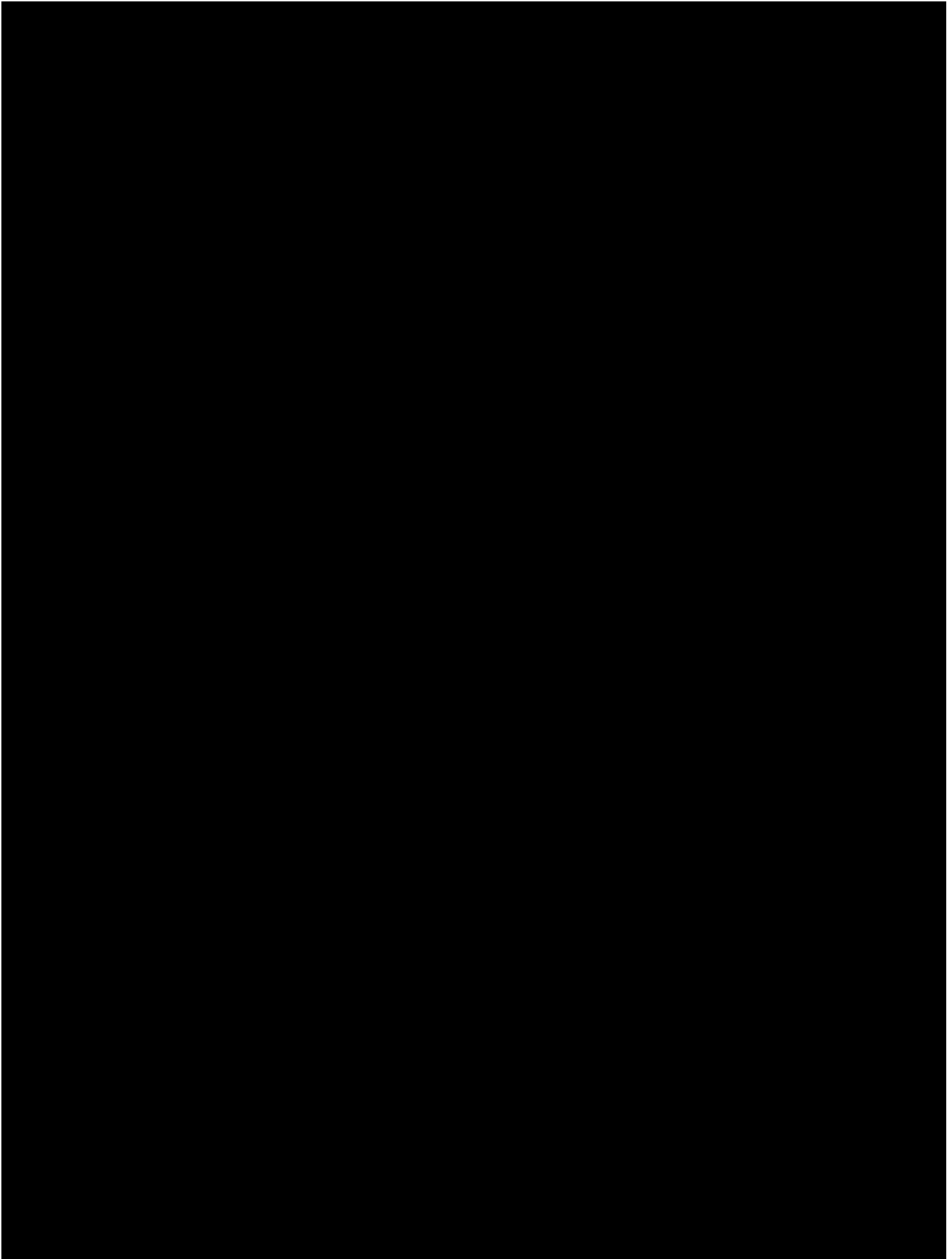


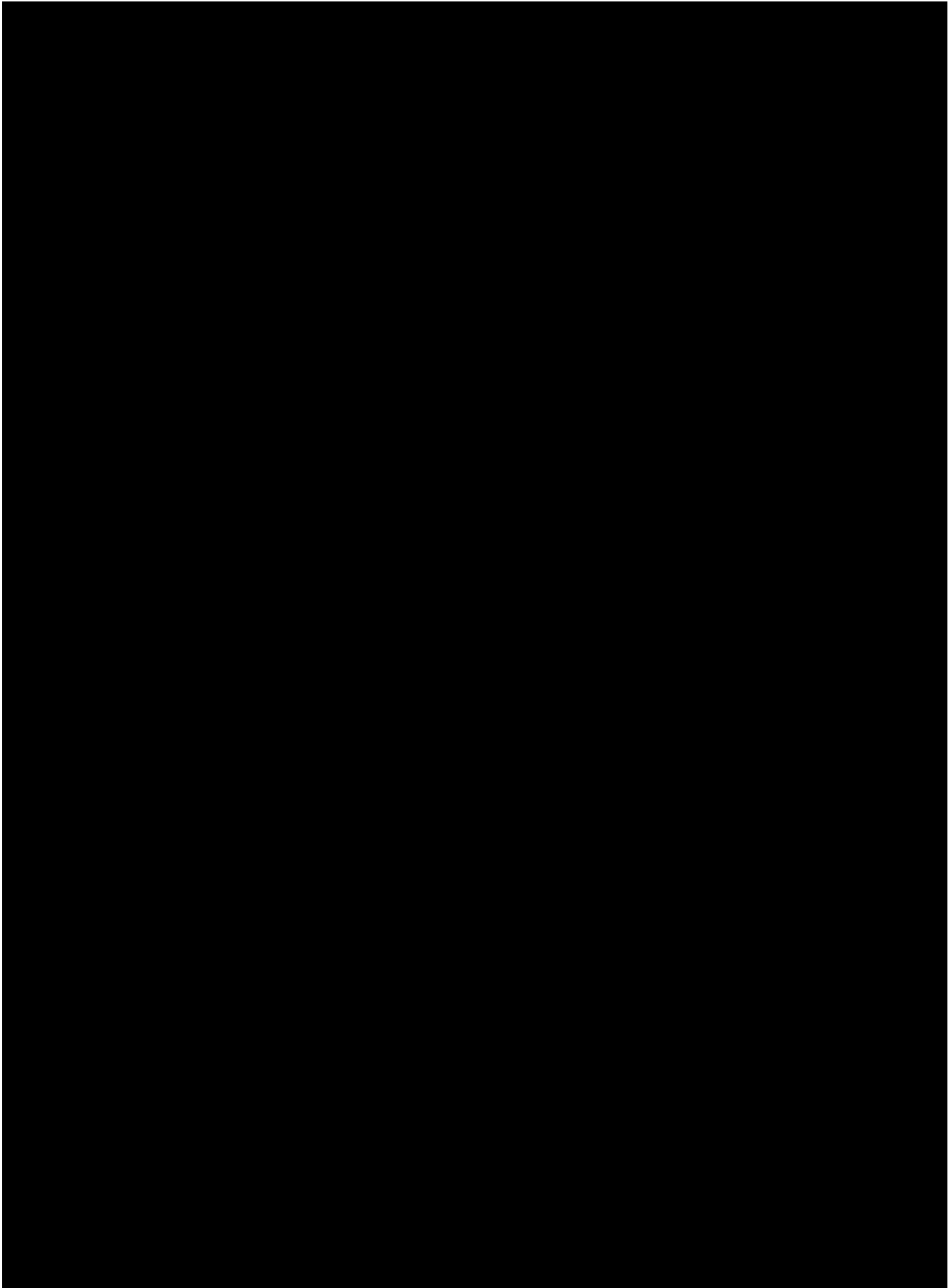




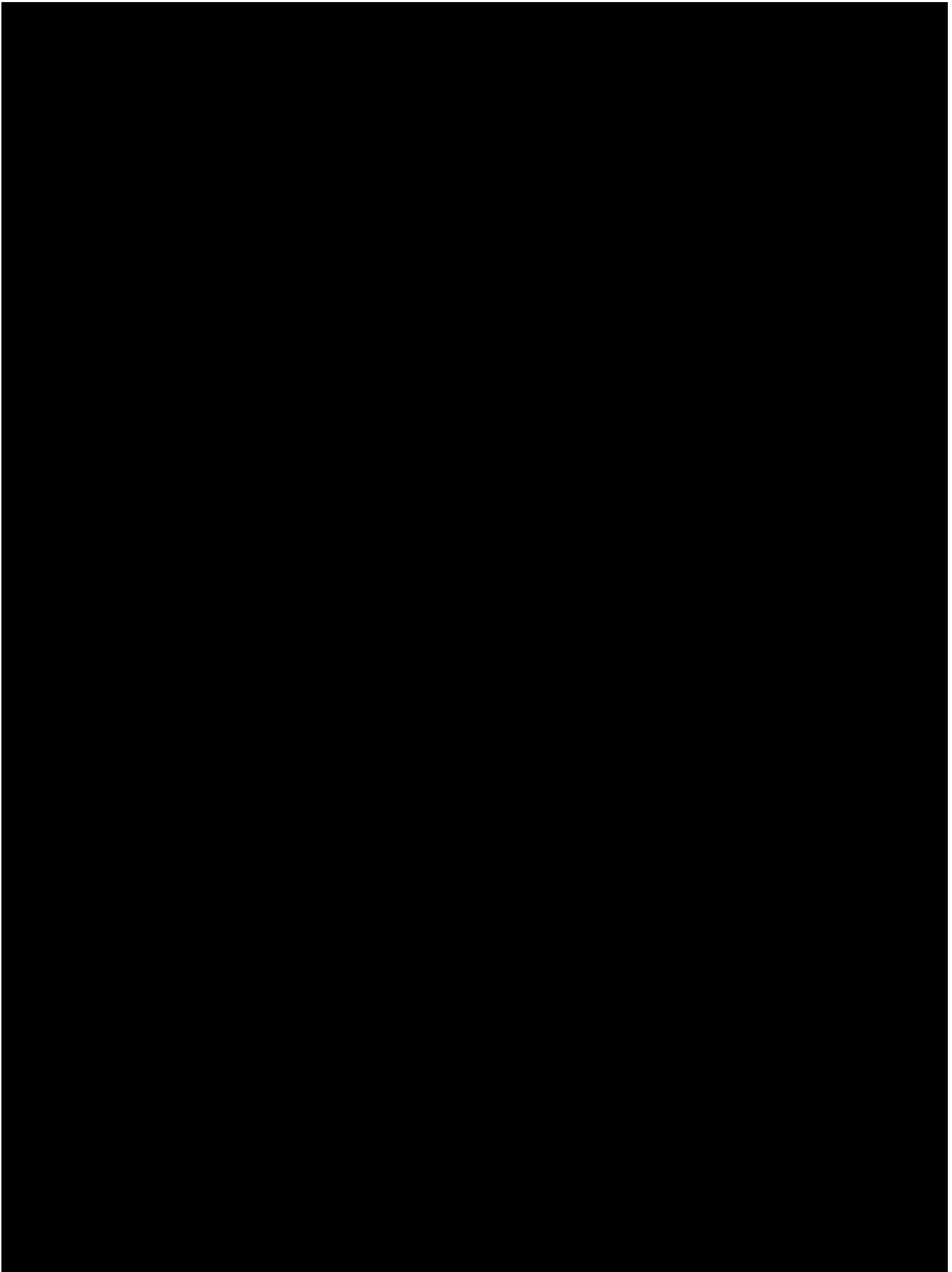


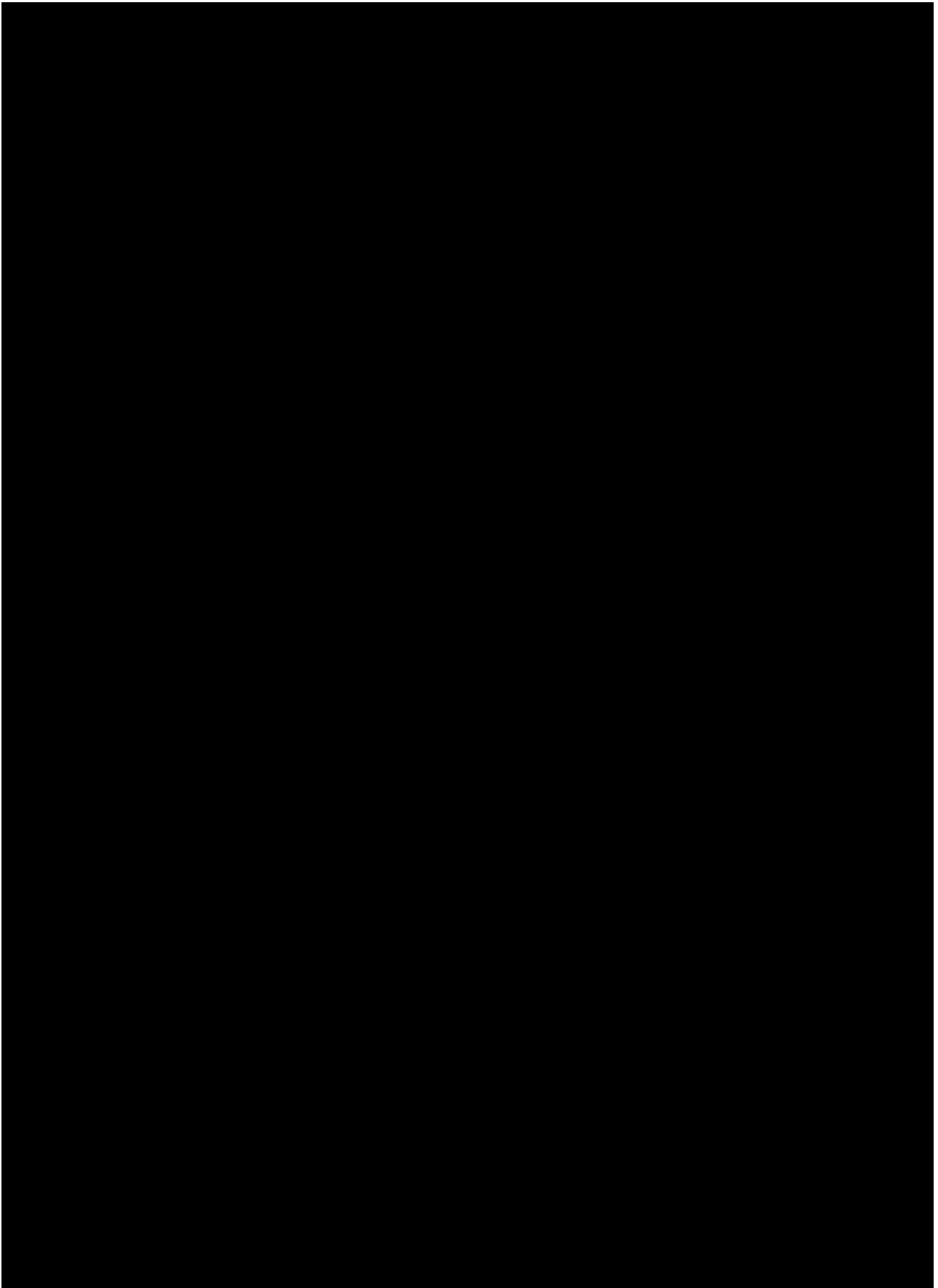


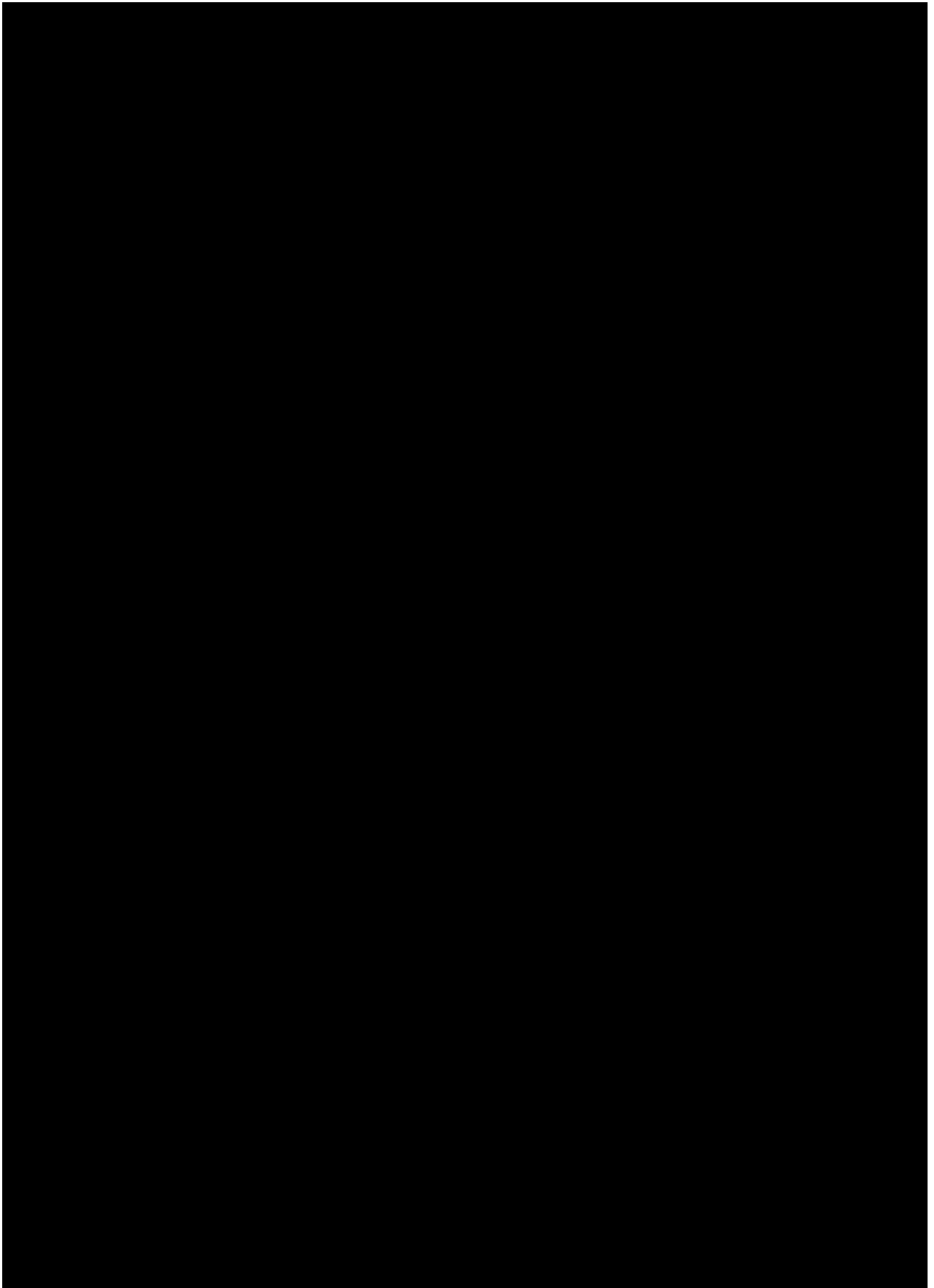


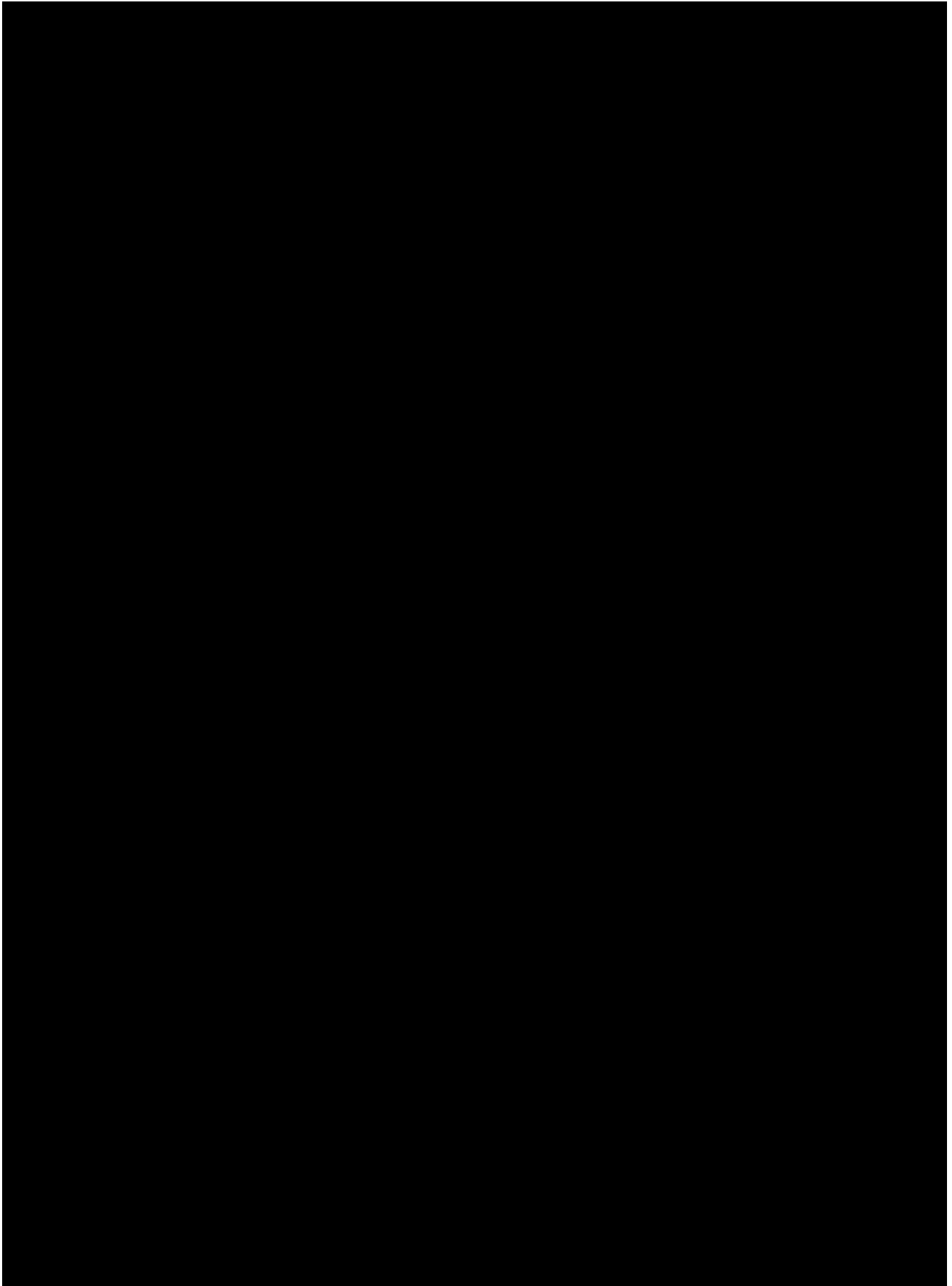


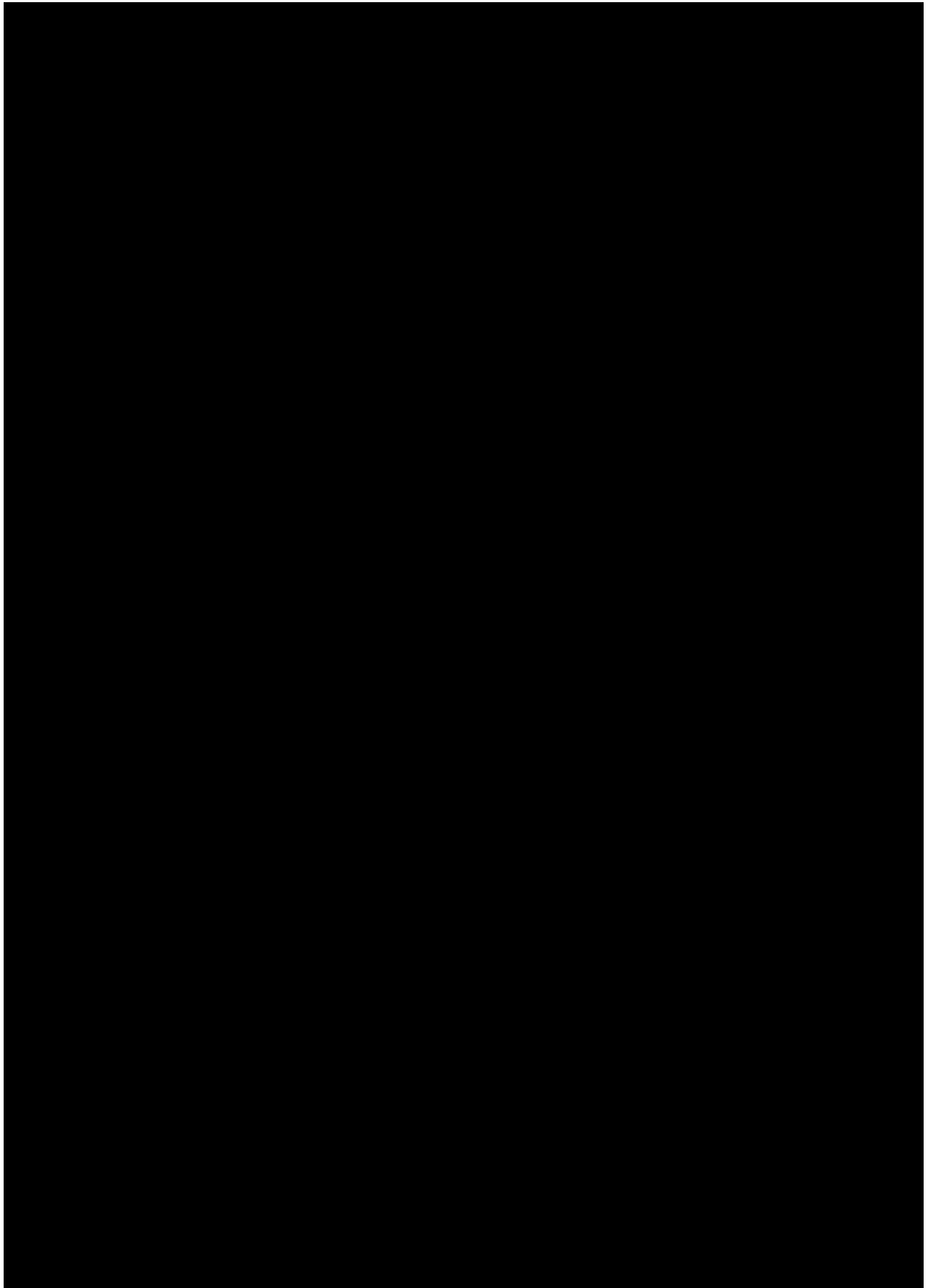


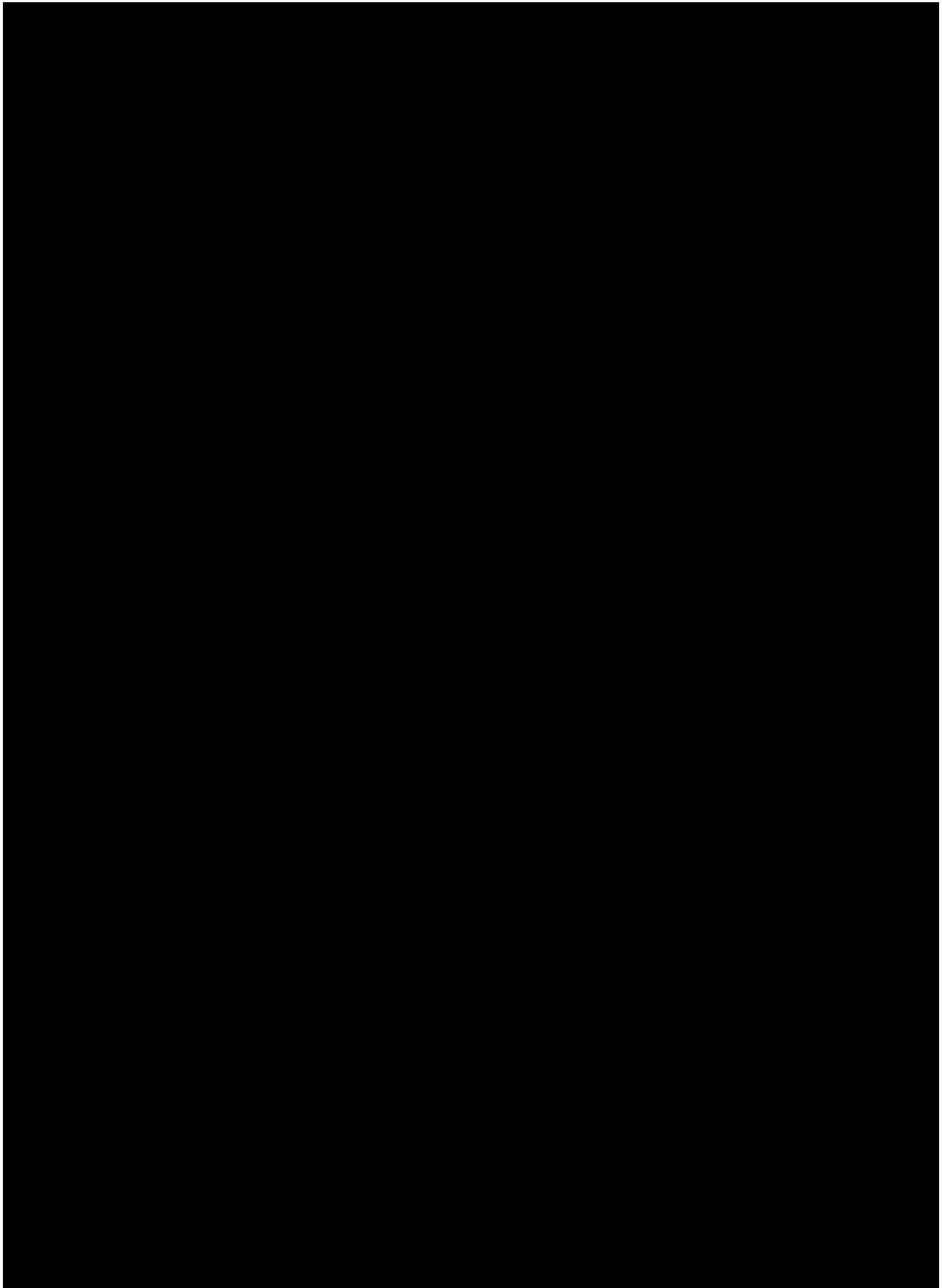


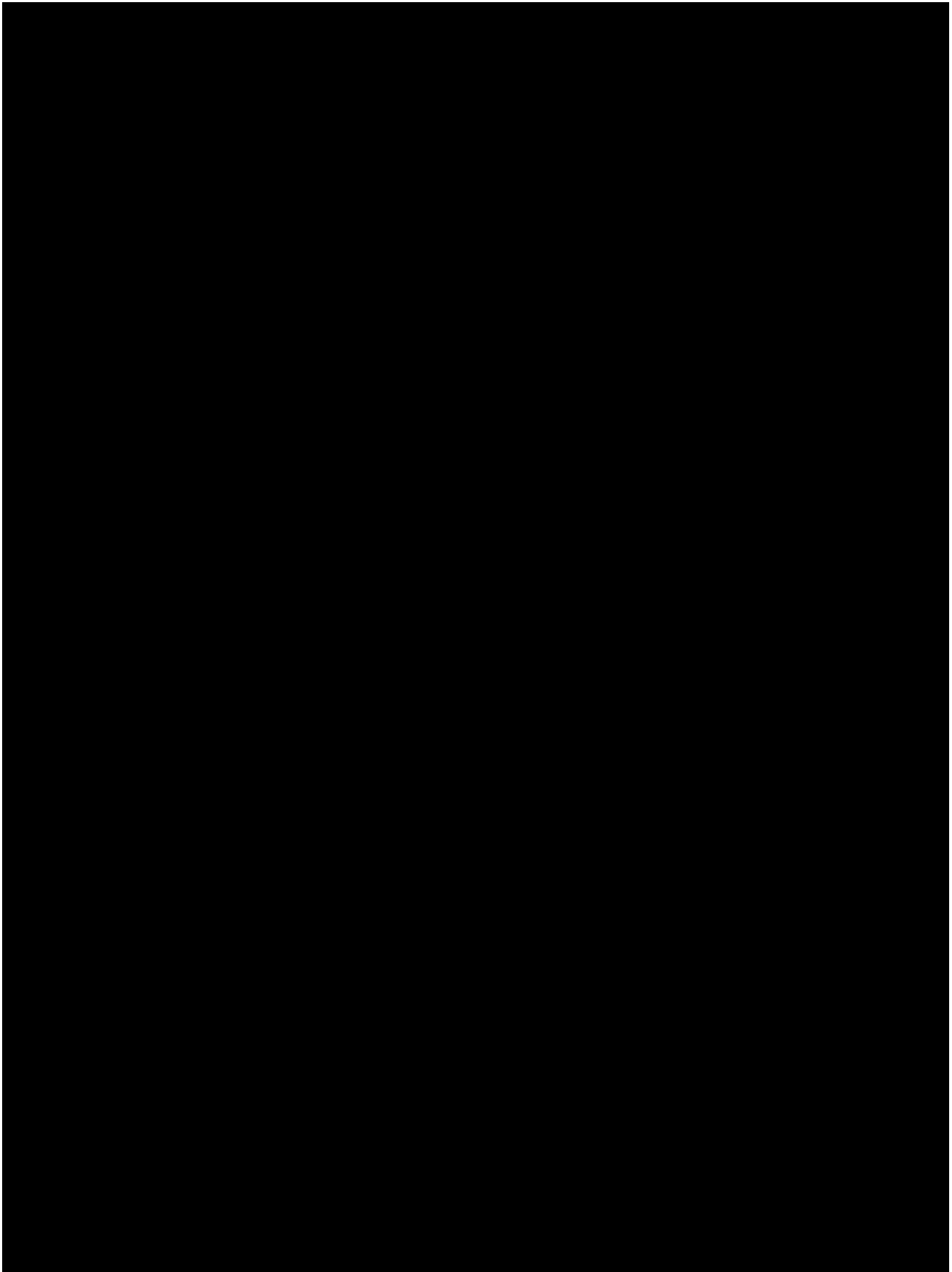


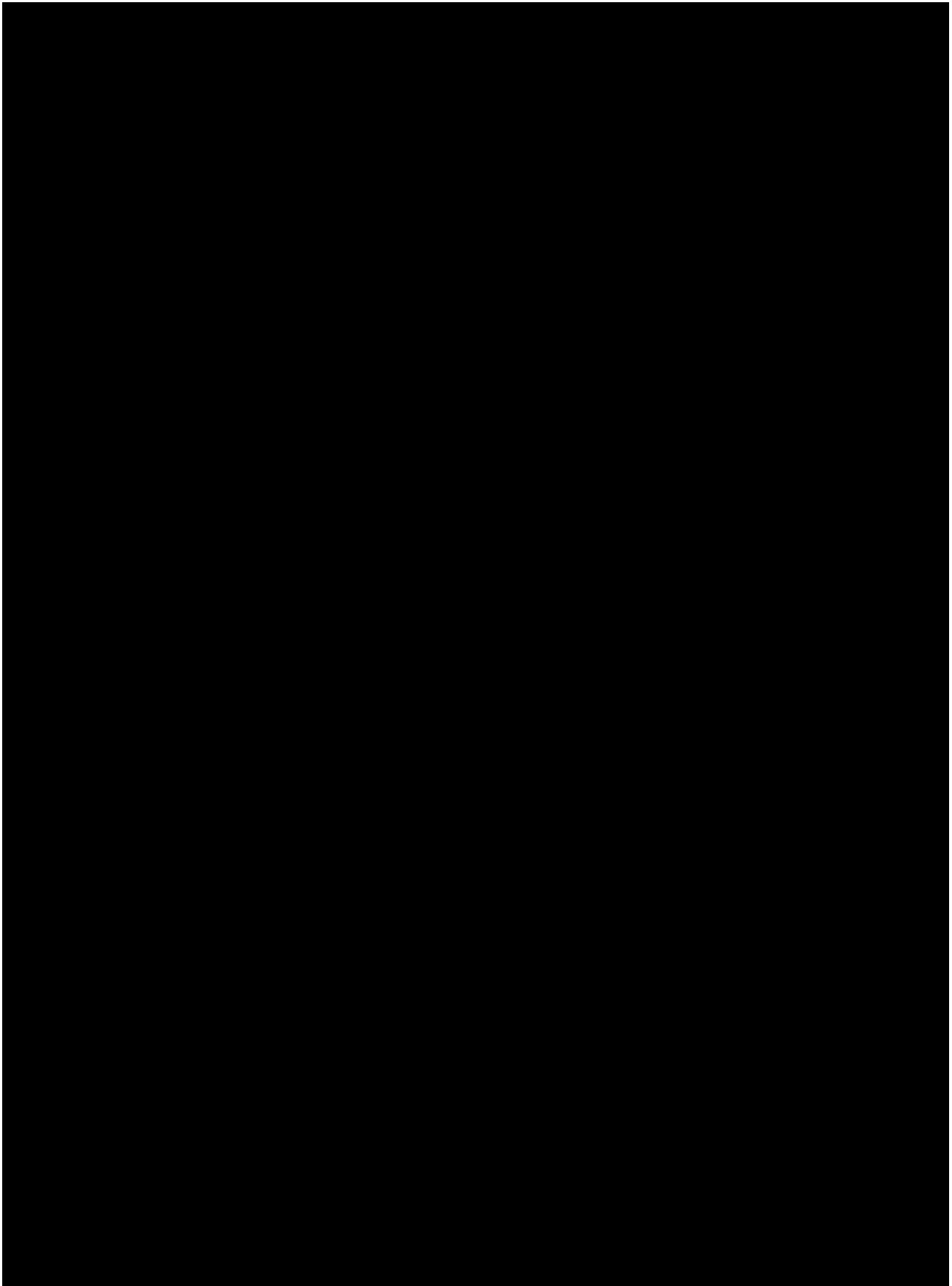




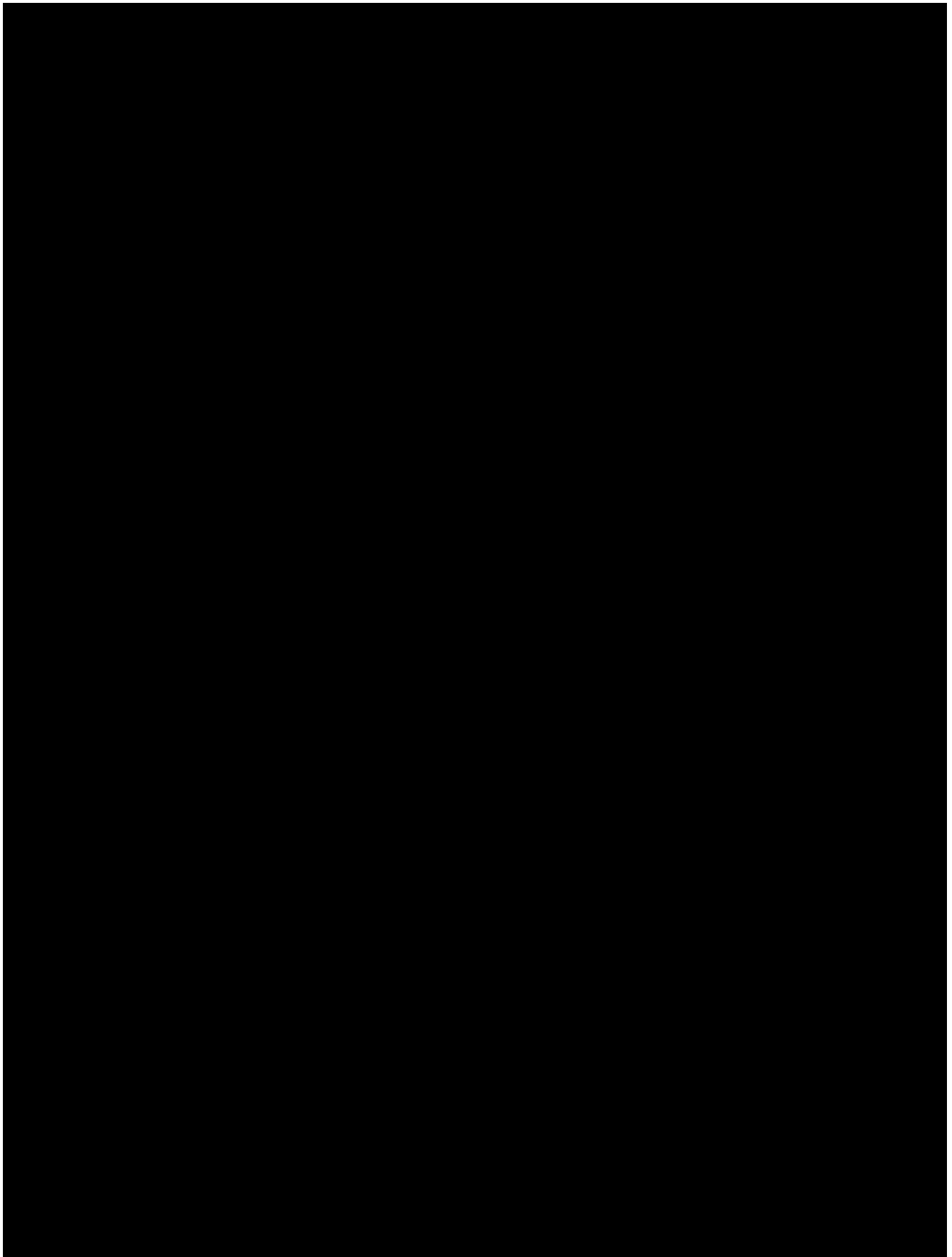


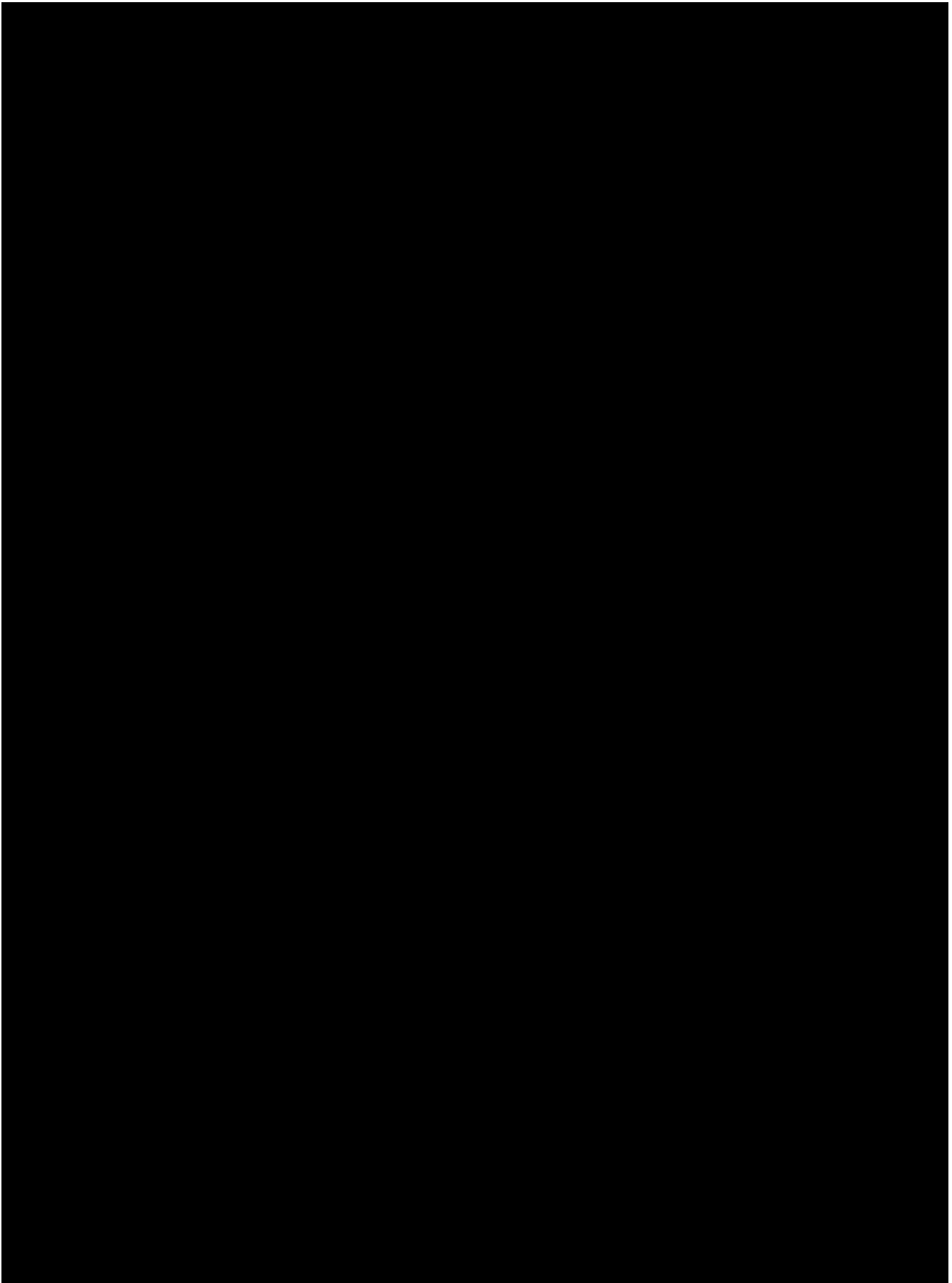


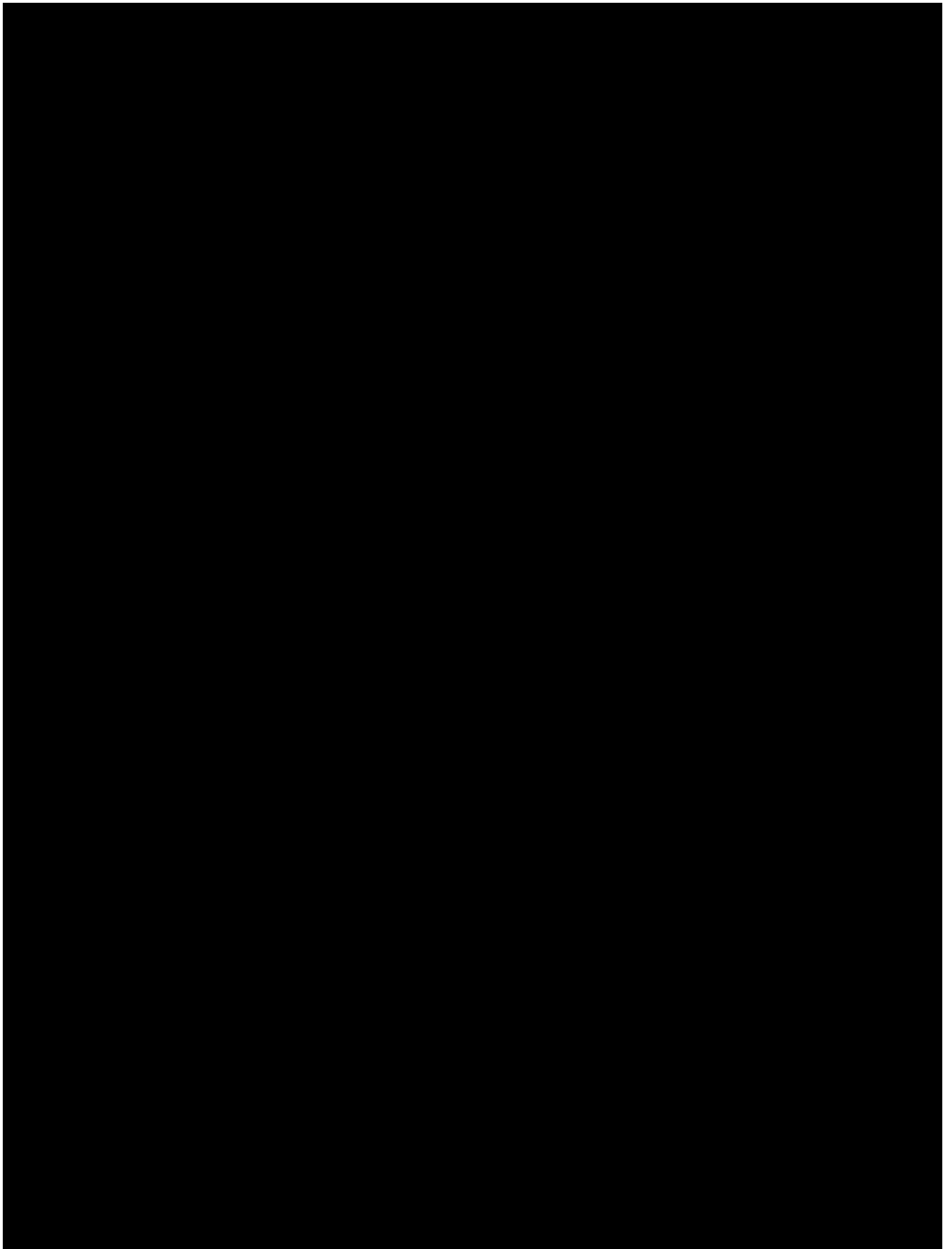


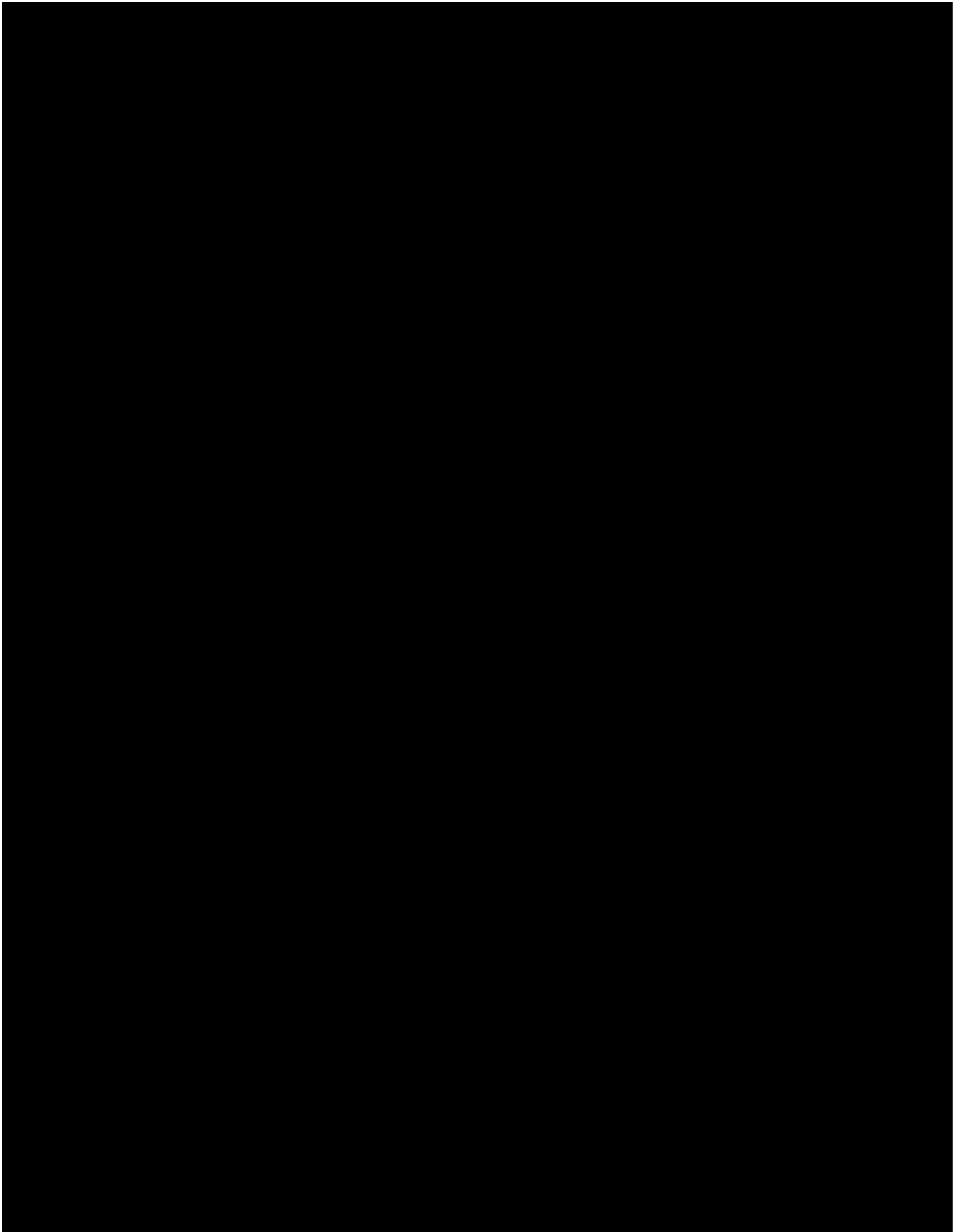


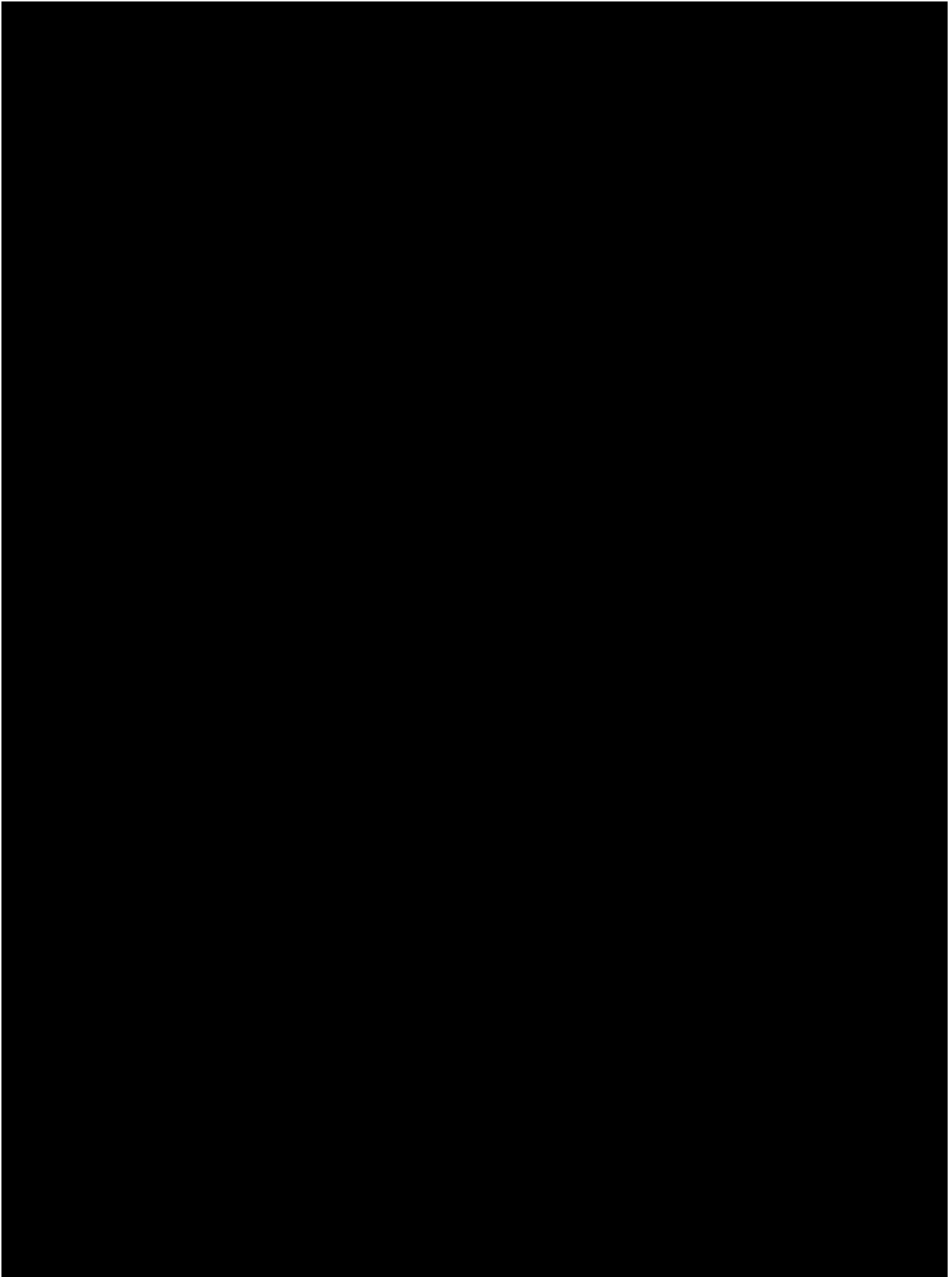


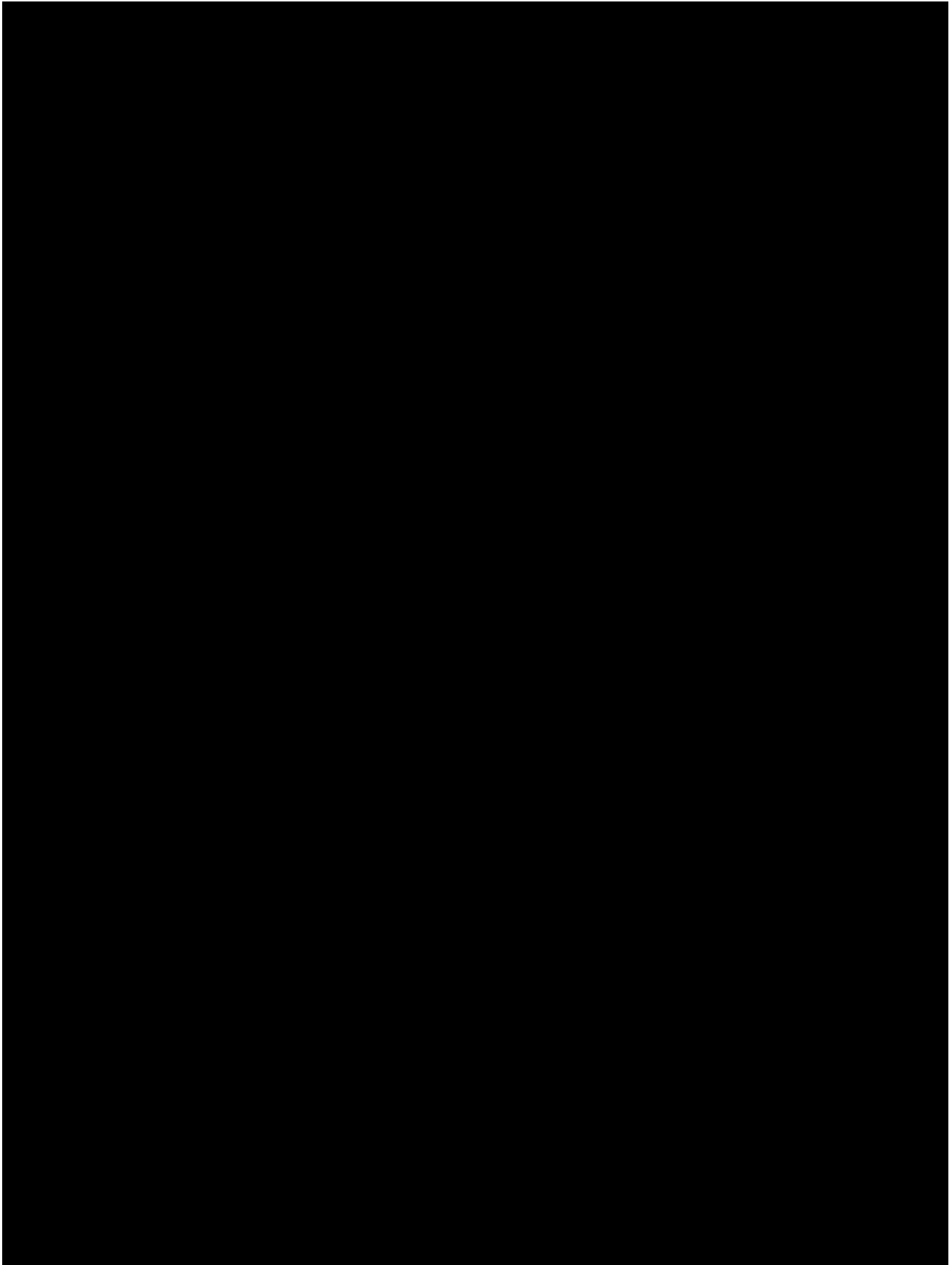


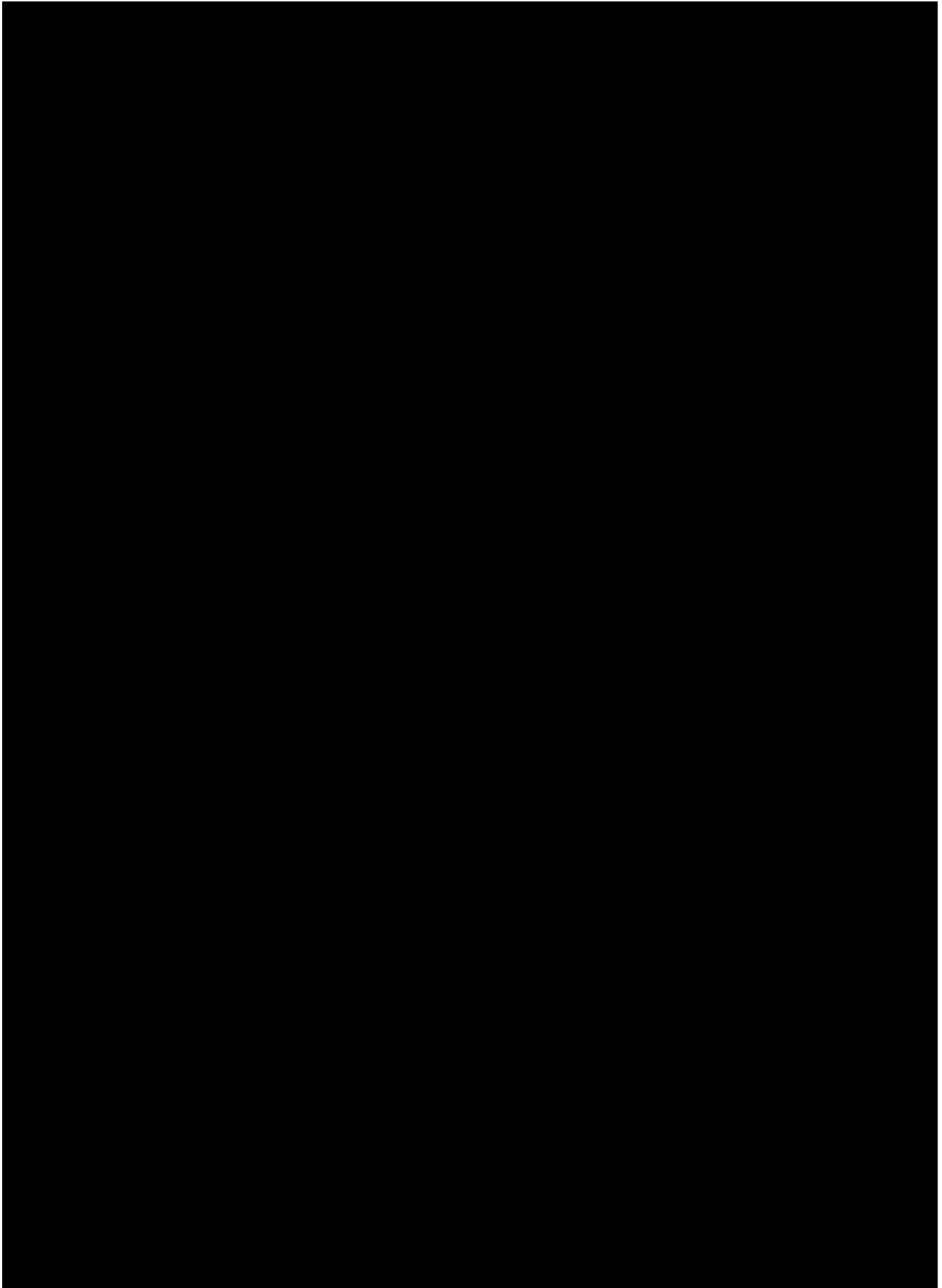


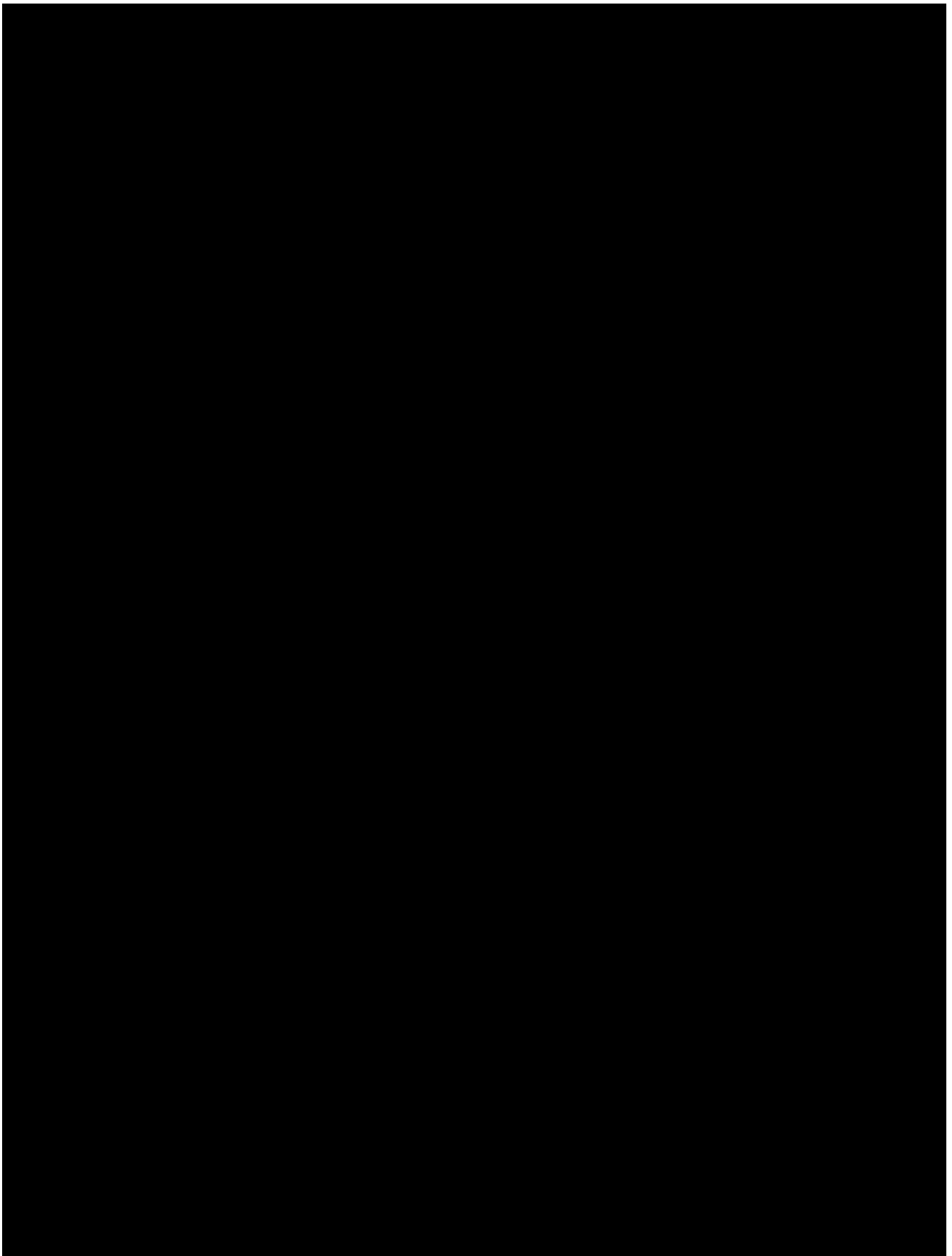




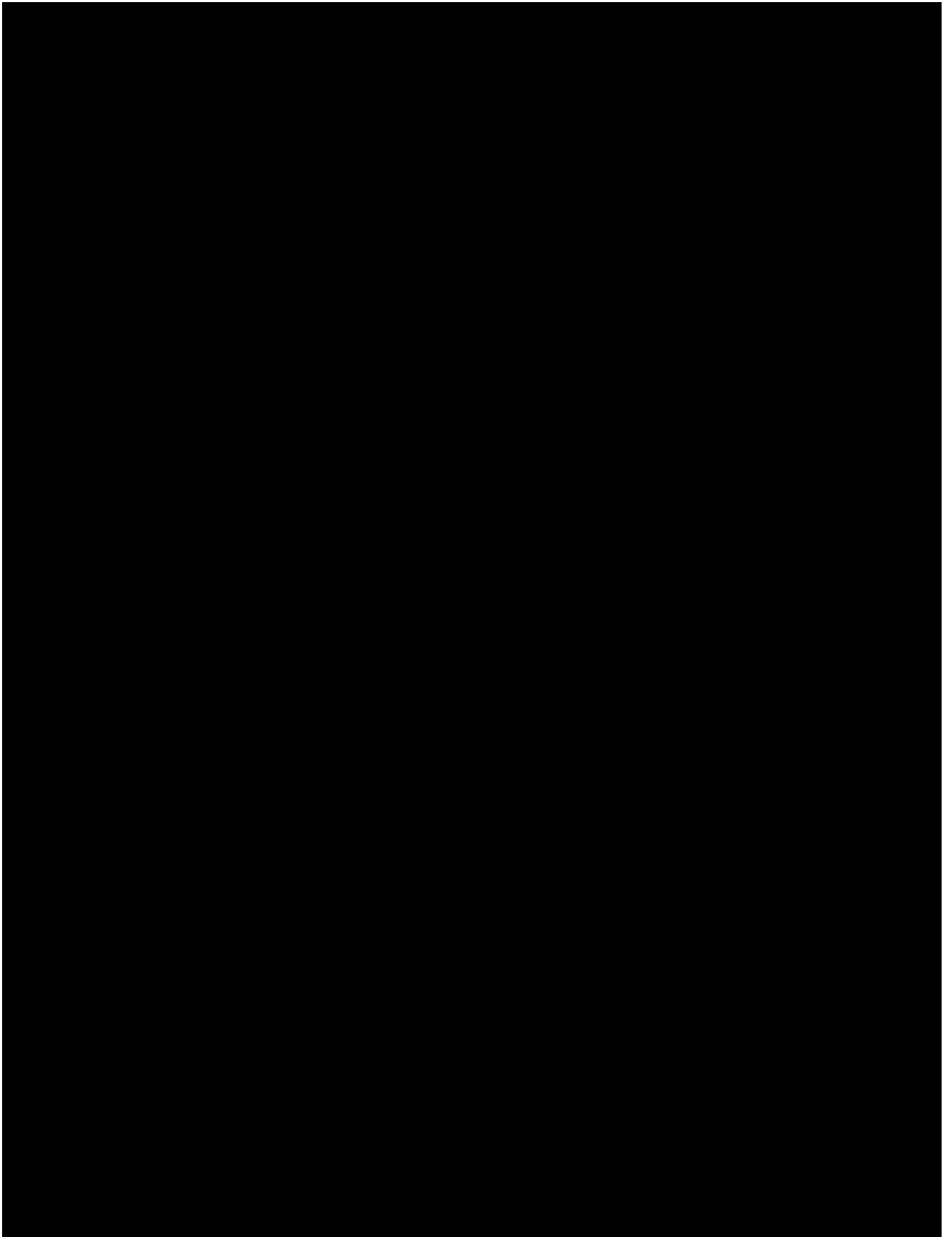


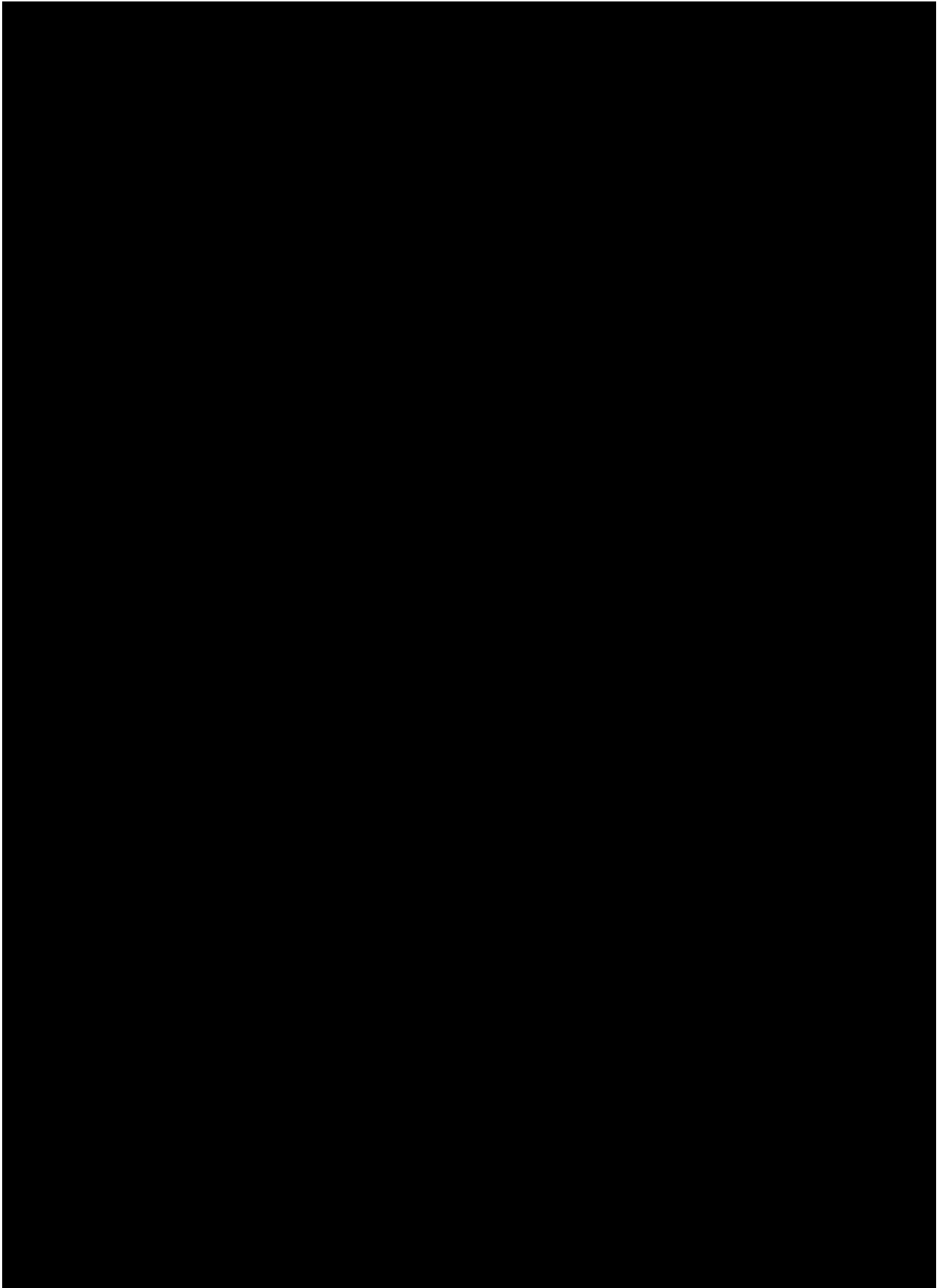


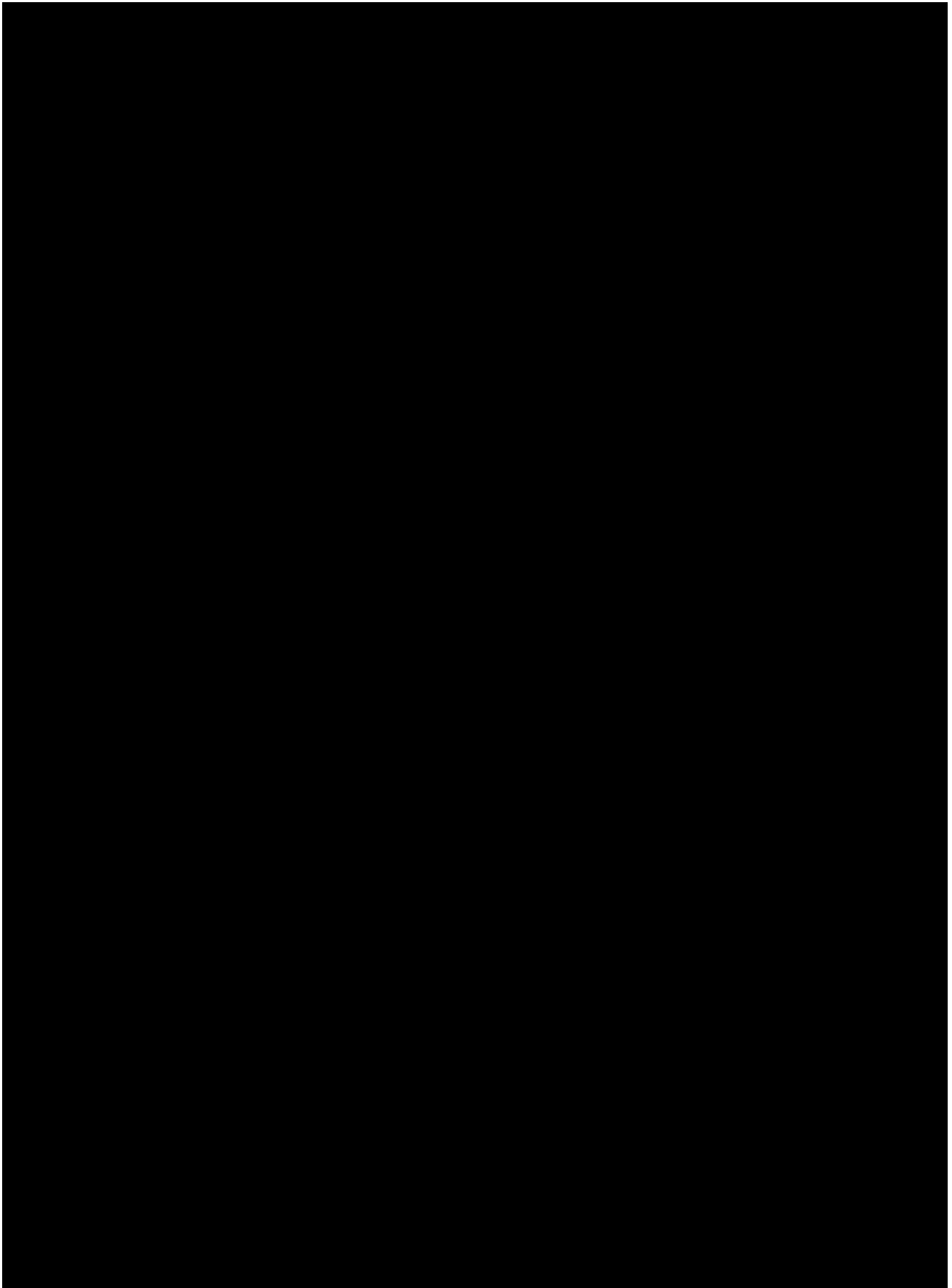


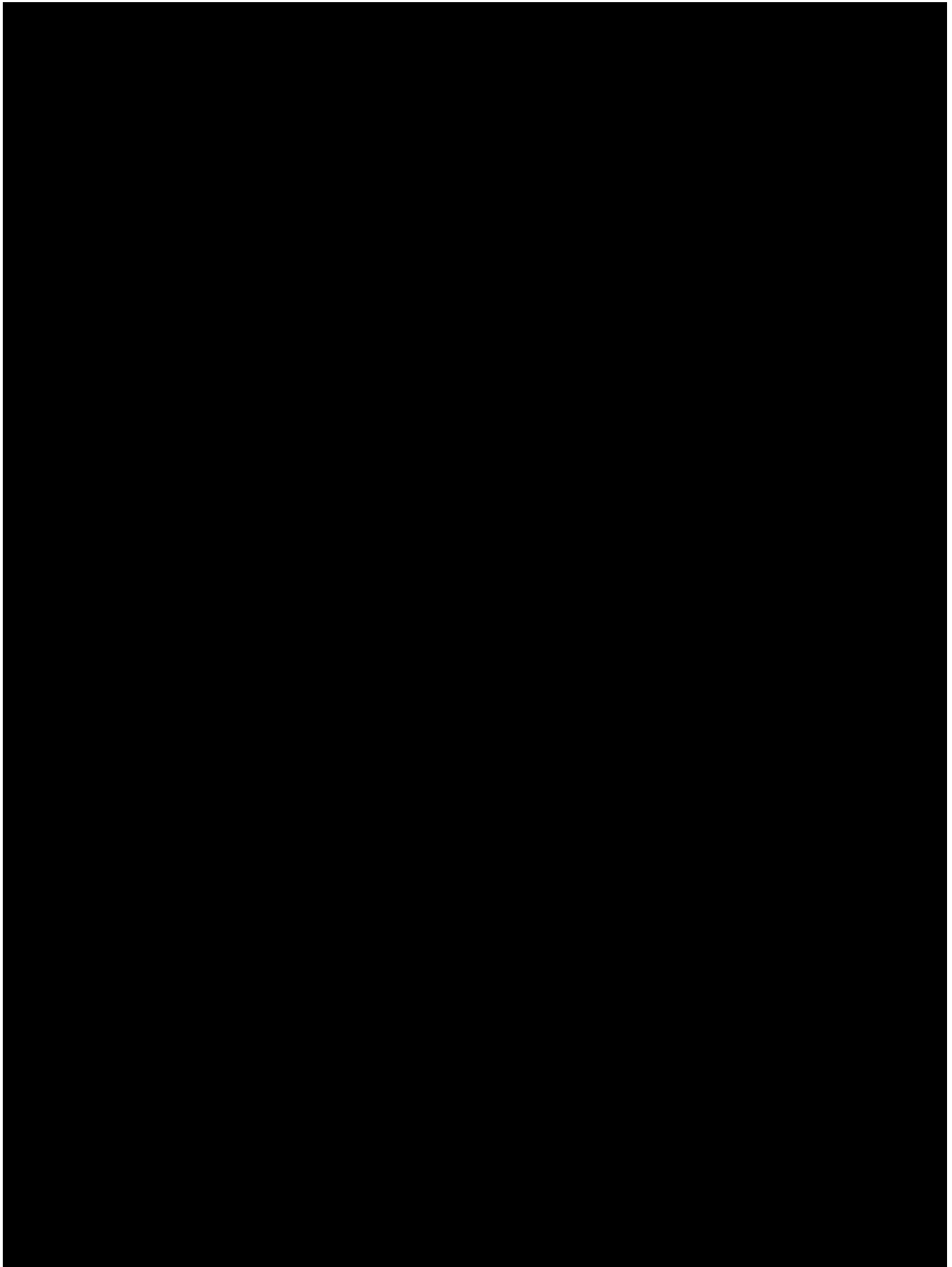


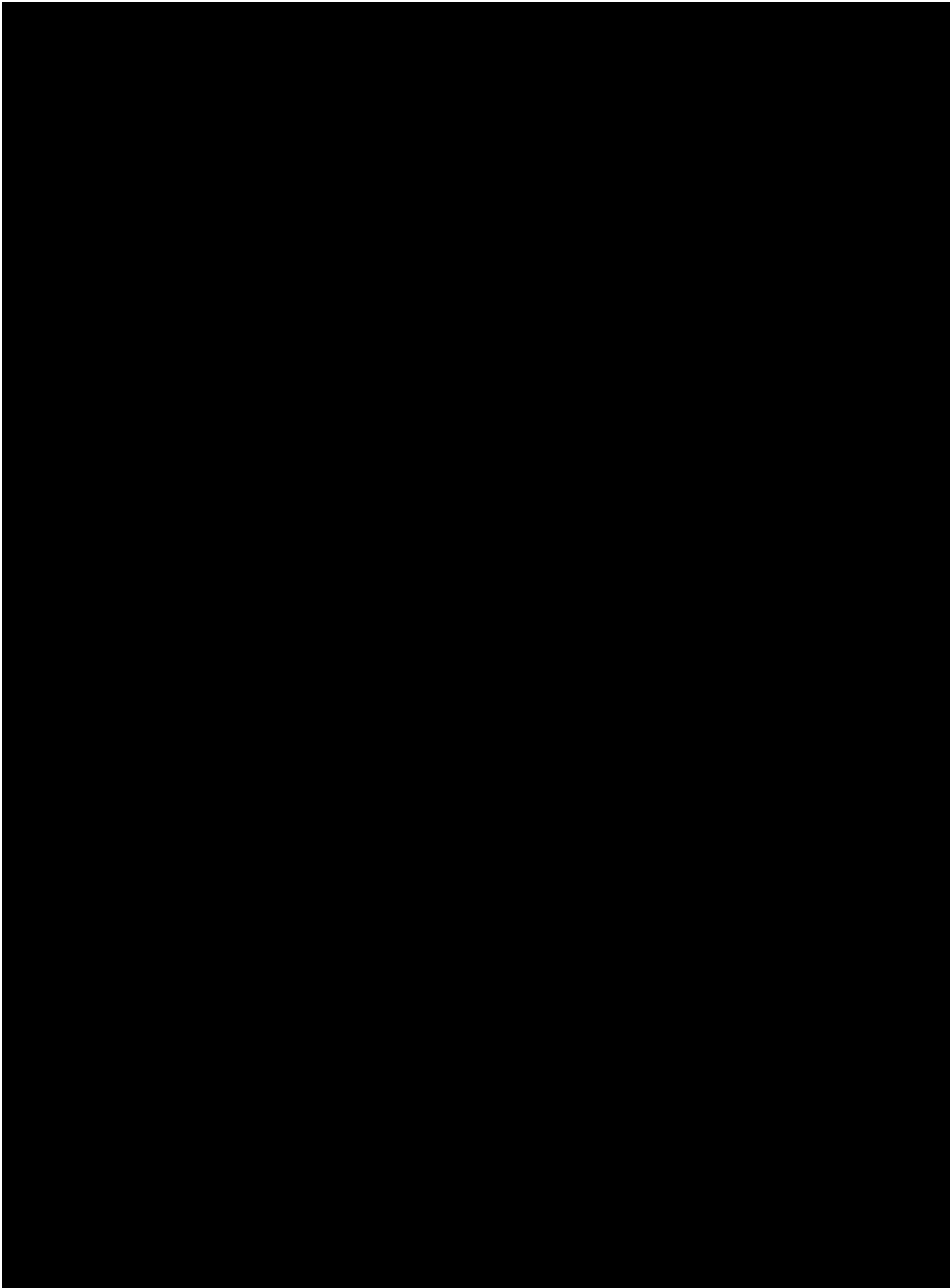


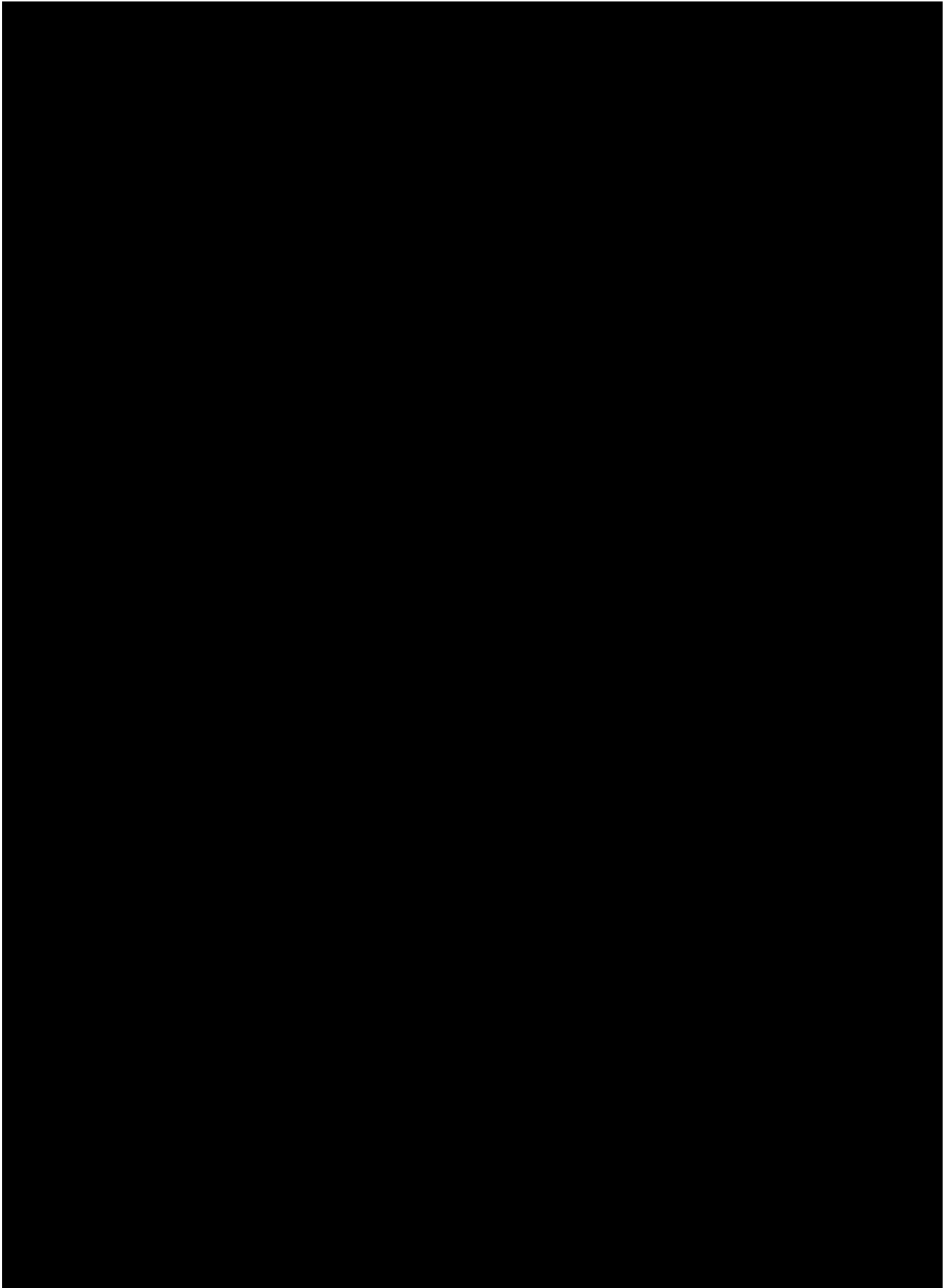


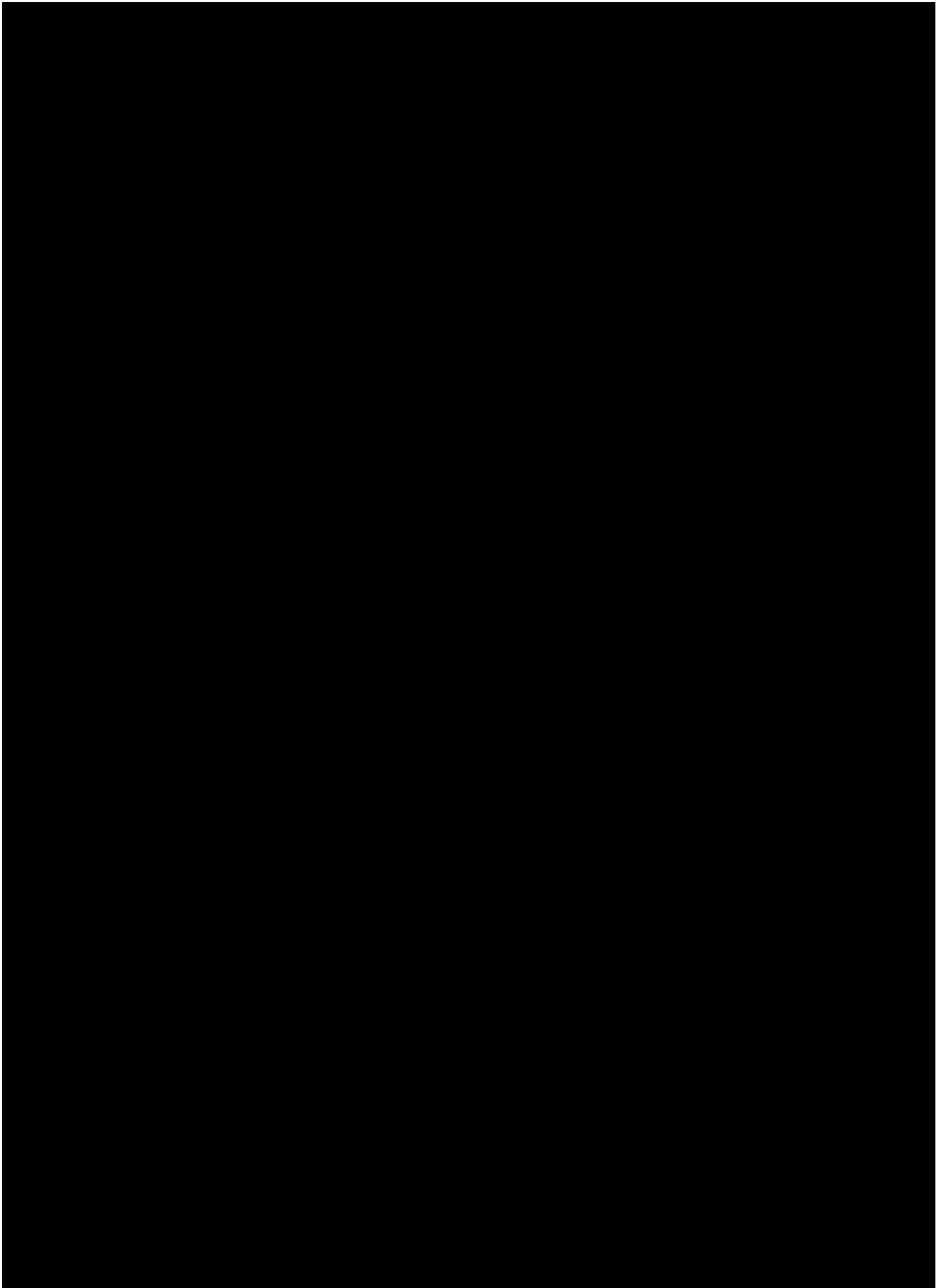


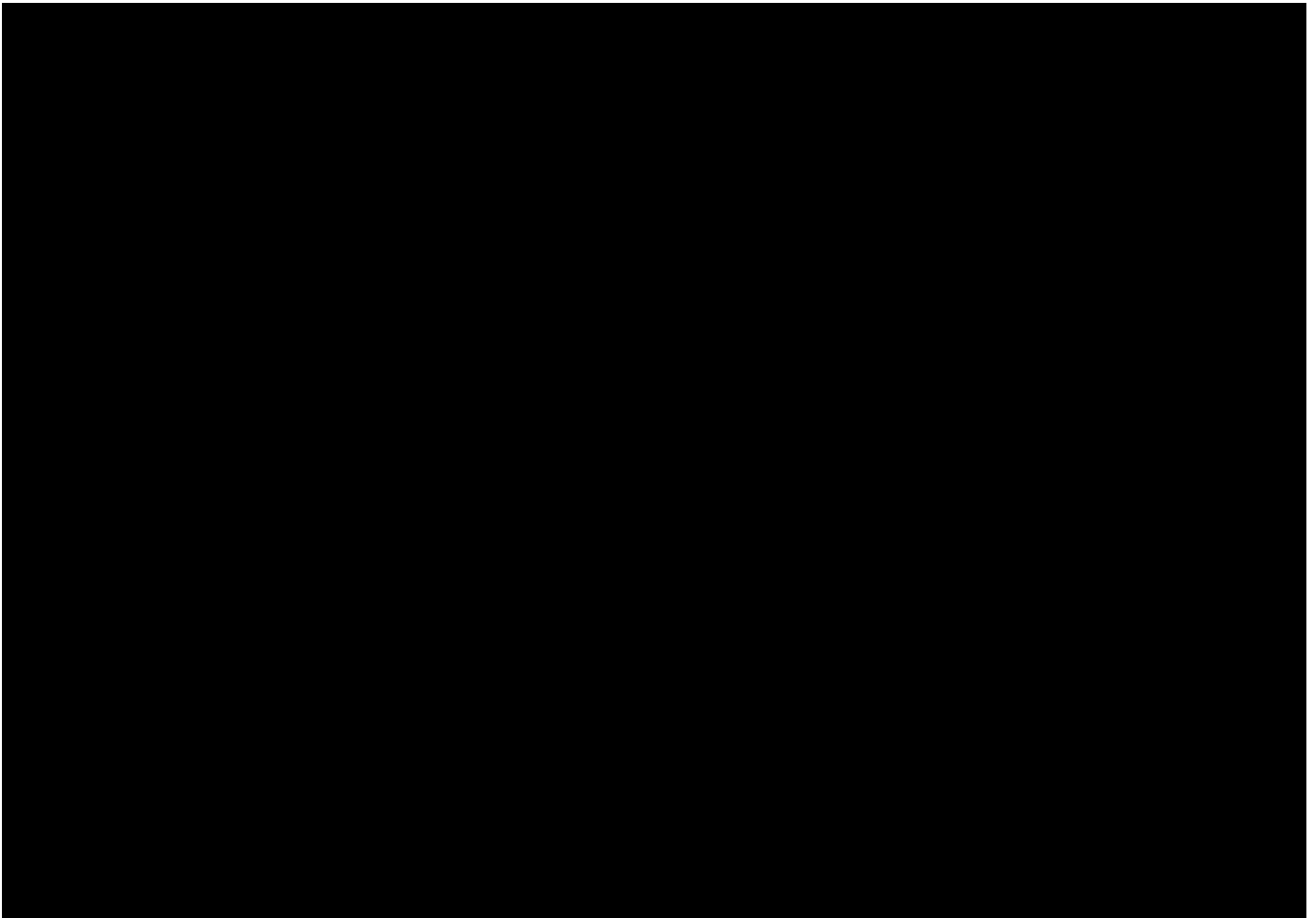














**Exhibit C**

*Hercz Decl.*

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

In re:

EIGER BIOPHARMACEUTICALS, INC.,  
*et al.*<sup>115</sup>

Debtors.

Chapter 11

Case No. 24-80040 (SGJ)

(Jointly Administered)

**DECLARATION OF MICHAEL G. HERCZ, ESQ. IN SUPPORT OF SENTYNL  
THERAPEUTICS, INC.'S OPPOSITION TO LIQUIDATING TRUSTEE'S MOTION  
FOR SUMMARY JUDGMENT ON CONTESTED MATTER, EXPUNGING  
ADMINISTRATIVE CLAIM OF SENTYNL THERAPEUTICS, INC.**

I, Michael G. Hercz, Esq., 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 Senior Vice President, General Counsel, Chief Compliance Officer, and Corporate Secretary for Sentynl.

2. I have been an employee of Sentynl since September 2015.

3. I submit this declaration in support of *Sentynl Therapeutics, Inc.'s Opposition to Liquidating Trustee's Motion for Summary Judgment on Contested Matter, Expunging Administrative Claim of Sentynl Therapeutics, Inc.*

4. [REDACTED]

<sup>115</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 2100 Ross Avenue, Dallas, Texas 75201.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

6. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

7.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED],

[REDACTED]

[REDACTED].

10.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

16.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

18| Sentynl understands that discovery related to the contested matter with the Liquidating Trustee is ongoing. To date, there have been no depositions. And, as recently as 8:00

p.m. on April 24, 2025, the Liquidating Trustee was still producing documents. Sentynl has not had an opportunity to fully review the documents nor has Sentynl had an opportunity to depose the Liquidating Trustee's witnesses, including to address certain facts relied on by the Liquidating Trustee in the declarations of Joshua Nahas and Jim Vollins submitted in connection with the Liquidating Trustee's briefing.

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

Dated: April 25, 2025  
Solana Beach, California

/s/ Michael G. Hercz  
Michael G. Hercz, Esq.  
Senior Vice President, General Counsel,  
Chief Compliance Officer, and Corporate  
Secretary for Sentynl Therapeutics, Inc.



## **Exhibit D**

**To:** Eileen Banaga [REDACTED]; Charissa Bondy [REDACTED]; Marc  
Osterhaus [REDACTED] Christopher Kurtz [REDACTED]  
**Cc:** Grant Castor [REDACTED]  
**From:** [REDACTED]  
**Sent:** 2024-07-10T14:14:03-07:00  
**Importance:** Normal  
**Subject:** RE: Eiger/Sentynl: Zokinvy Sale Notification  
**Received:** 2024-07-10T14:14:51-07:00  
[image002.png](#)  
[image003.png](#)

Thanks, Eileen. This is perfect.

[REDACTED]

**Richard Nkansah**  
Associate Director, Account Management

**Lonza**  
Small Molecules

[REDACTED]

---

**From:** Eileen Banaga [REDACTED]  
**Sent:** Wednesday, July 10, 2024 1:28 PM  
**To:** Nkansah Richard - Bend [REDACTED] Charissa Bondy [REDACTED]; Marc  
Osterhaus [REDACTED]; Christopher Kurtz [REDACTED]  
**Cc:** Grant Castor [REDACTED] Hamman Matt - Bend [REDACTED]  
**Subject:** RE: Eiger/Sentynl: Zokinvy Sale Notification

Hi Richard,

[REDACTED]

Thank you,

Eileen

Eileen Banaga, MS, RAC  
VP, Regulatory Affairs and Quality  
Sentynl Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

[REDACTED]

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---

**From:** [REDACTED]  
**Sent:** Monday, July 8, 2024 11:09 AM  
**To:** Charissa Bondy [REDACTED] Marc Osterhaus [REDACTED] Christopher Kurtz [REDACTED]  
**Cc:** Eileen Banaga [REDACTED] Grant Castor [REDACTED]  
**Subject:** RE: Eiger/Sentynl: Zokinvy Sale Notification

Hi Eiger Team,

I wanted to follow up on my request below. Please review and let me know if you have any questions.

Hope everyone enjoyed the holiday break.

**Richard Nkansah**  
Associate Director, Account Management

**Lonza**

Small Molecules

[REDACTED]

---

**From:** Nkansah Richard - Bend  
**Sent:** Friday, June 28, 2024 11:12 AM  
**To:** Charissa Bondy [REDACTED] Marc Osterhaus [REDACTED] Christopher Kurtz [REDACTED]  
**Cc:** Eileen Banaga [REDACTED] Grant Castor [REDACTED] Hamman Matt - Bend [REDACTED]  
**Subject:** Eiger/Sentynl: Zokinvy Sale Notification

Hi all,

[REDACTED]

Thanks,

**Richard Nkansah**  
Associate Director, Account Management

# Lonza

Small Molecules

---

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## **Exhibit E**

To: Eileen Banaga [REDACTED] Grant Castor [REDACTED]  
Cc: [REDACTED]  
From: [REDACTED]  
Sent: 2024-07-29T13:32:06-07:00  
Importance: Normal  
Subject: Sentynl: Preliminary CSA for Review  
Received: 2024-07-29T13:34:01-07:00  
[Sentynl-Lonza Bend MSA v.1 \(LDC CC 29-July-2024\).docx](#)

Hi Eileen and Grant,

[REDACTED]

Thanks and I hope your week is off to a good start.

**Richard Nkansah**  
Associate Director, Account Management

**Lonza**  
Small Molecules

[REDACTED]

---

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## **Exhibit F**

**To:** Eileen Banaga [REDACTED]  
**From:** Charissa Bondy  
**Sent:** 2024-07-10T16:02:38-07:00  
**Importance:** Normal  
**Subject:** RE: [EXTERNAL]Corden Pharma introductions  
**Received:** 2024-07-10T16:02:56-07:00

Great – thank you!

Kind regards,  
Charissa Bondy

*Executive Director of Quality Assurance*

[REDACTED]



2155 Park Boulevard  
Palo Alto, CA 94306

---

**From:** Eileen Banaga [REDACTED]  
**Sent:** Wednesday, July 10, 2024 4:59 PM  
**To:** Charissa Bondy [REDACTED]  
**Subject:** RE: [EXTERNAL]Corden Pharma introductions

Hi Charissa,

[REDACTED]

Thanks so much!

Eileen

Eileen Banaga, MS, RAC  
VP, Regulatory Affairs and Quality  
Sentynl Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075  
[ebanaga@sentynl.com](mailto:ebanaga@sentynl.com)  
858-314-4223 (Office)  
858-603-0026 (Cell)  
[www.sentynl.com](http://www.sentynl.com)



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---

**From:** Charissa Bondy <[cbondy@eigerbio.com](mailto:cbondy@eigerbio.com)>  
**Sent:** Wednesday, July 10, 2024 3:54 PM  
**To:** Eileen Banaga <[ebanaga@sentyln.com](mailto:ebanaga@sentyln.com)>  
**Subject:** RE: [EXTERNAL]Corden Pharma introductions

Hi Eileen,

[REDACTED]

Kind regards,  
Charissa Bondy

*Executive Director of Quality Assurance*

[REDACTED]

  
2155 Park Boulevard  
Palo Alto, CA 94306

---

**From:** Eileen Banaga [REDACTED]  
**Sent:** Wednesday, July 10, 2024 3:25 PM  
**To:** Charissa Bondy [REDACTED]  
**Subject:** [EXTERNAL]Corden Pharma introductions

Hi Charissa,

[REDACTED]

Thank you!

Eileen

Eileen Banaga, MS, RAC  
VP, Regulatory Affairs and Quality  
Sentyln Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

[REDACTED]

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## **Exhibit G**

**To:** Peterson, Michael [REDACTED]; Benson, Alan [REDACTED]  
**Cc:** Maria Barrera [REDACTED] Alisha Bachan [REDACTED]  
**From:** Eileen Banaga  
**Sent:** 2024-08-30T13:27:37-07:00  
**Importance:** Normal  
**Subject:** RE: Sentynl MSA  
**Received:** 2024-08-30T13:27:41-07:00  
[Notice of Closing.pdf](#)

Hi Alan and Mike,

Hope all is well.

[REDACTED]

Thank you,

Eileen

Eileen Banaga, MS, RAC  
VP, Regulatory Affairs and Quality  
Sentynl Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

[REDACTED]

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---

**From:** Peterson, Michael [REDACTED]  
**Sent:** Wednesday, July 17, 2024 12:18 PM  
**To:** Benson, Alan [REDACTED]  
**Cc:** Maria Barrera [REDACTED] Eileen Banaga [REDACTED]; Charissa Bondy [REDACTED]  
**Subject:** Sentynl MSA

Hi Alan,

[REDACTED]

Thanks,  
Mike

## **Exhibit H**

**To:** Alisha Bachan [REDACTED] Peterson, Michael [REDACTED]  
**Cc:** Maria Barrera [REDACTED] Eileen Banaga [REDACTED]  
**From:** Benson, Alan  
**Sent:** 2024-10-07T23:06:03-07:00  
**Importance:** Normal  
**Subject:** RE: Sentynl MSA  
**Received:** 2024-10-07T23:09:40-07:00  
[Master Commercial Manufacturing and Supply Services Agreement draft Corden CP\\_20.Oct.23\\_1Nov2023\\_8Oct2024.docx](#)

Hello Alisha,

[REDACTED]

Kind regards,  
-Alan

---

**From:** Alisha Bachan [REDACTED]  
**Sent:** Monday, October 7, 2024 10:53 PM  
**To:** Benson, Alan [REDACTED] Peterson, Michael [REDACTED]  
**Cc:** Maria Barrera [REDACTED] Eileen Banaga [REDACTED]  
**Subject:** RE: Sentynl MSA

**ATTENTION:** This e-mail originates from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Alan,

I just wanted to follow up regarding the MSA – do you have any update?

Thanks,  
Alisha

Alisha Bachan  
Director of Tech Ops  
Sentynl Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

[REDACTED]

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---

**From:** Alisha Bachan  
**Sent:** Monday, September 30, 2024 9:15 AM  
**To:** 'Benson, Alan' <[alan.benson@cordenpharma.com](mailto:alan.benson@cordenpharma.com)>; Peterson, Michael <[michael.peterson@cordenpharma.com](mailto:michael.peterson@cordenpharma.com)>  
**Cc:** Maria Barrera <[mbarrera@sentynl.com](mailto:mbarrera@sentynl.com)>; Eileen Banaga <[ebanaga@sentynl.com](mailto:ebanaga@sentynl.com)>

**Subject:** RE: Sentynl MSA

Hi Alan,

Glad to hear it's progressing – please keep us posted.

Best,  
Alisha

Alisha Bachan  
Director of Tech Ops  
Sentynl Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075  
[REDACTED]

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---

**From:** Benson, Alan [REDACTED]  
**Sent:** Monday, September 30, 2024 9:09 AM  
**To:** Alisha Bachan [REDACTED]; Peterson, Michael [REDACTED]  
**Cc:** Maria Barrera [REDACTED]; Eileen Banaga [REDACTED]  
**Subject:** RE: Sentynl MSA

Hi Alisha,  
The MSA has progressed here and I should be able to supply to you very soon.  
The Appendix is just being reviewed.  
-Alan

---

**From:** Alisha Bachan [REDACTED]  
**Sent:** Monday, September 30, 2024 10:57 AM  
**To:** Benson, Alan [REDACTED]; Peterson, Michael [REDACTED]  
**Cc:** Maria Barrera [REDACTED]; Eileen Banaga [REDACTED]  
**Subject:** RE: Sentynl MSA

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Hi Alan,

I hope you had a great weekend. I'm just following up on the MSA. Can you share the draft or timing of when we can expect to receive it?

Best,



Alisha

Alisha Bachan  
Director of Tech Ops  
Sentyln Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

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---

**From:** Benson, Alan [REDACTED]  
**Sent:** Wednesday, September 18, 2024 4:00 PM  
**To:** Alisha Bachan [REDACTED]; Peterson, Michael [REDACTED]  
**Cc:** Maria Barrera [REDACTED]; Eileen Banaga [REDACTED]  
**Subject:** RE: Sentyln MSA

Hi Alisha, I will have update for you on timing tomorrow. I hope to have draft to you soon.  
Kind regards,  
-Alan

---

**From:** Alisha Bachan [REDACTED]  
**Sent:** Wednesday, September 18, 2024 4:48 PM  
**To:** Benson, Alan [REDACTED]; Peterson, Michael [REDACTED]  
**Cc:** Maria Barrera [REDACTED]; Eileen Banaga [REDACTED]  
**Subject:** RE: Sentyln MSA

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Hi Alan,

Hope your week is going well. I just wanted to follow up with you on timing for the MSA.

Best,  
Alisha

Alisha Bachan  
Director of Tech Ops  
Sentyln Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075



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---

**From:** Benson, Alan [REDACTED]  
**Sent:** Monday, September 16, 2024 11:56 AM  
**To:** Alisha Bachan [REDACTED]; Eileen Banaga [REDACTED]; Peterson, Michael [REDACTED]  
**Cc:** Maria Barrera [REDACTED]  
**Subject:** RE: Sentyln MSA

Thanks Alisha.  
This is helpful.  
Hope to meet soon as well.  
Kind regards,  
-Alan

---

**From:** Alisha Bachan [REDACTED]  
**Sent:** Sunday, September 15, 2024 9:08 PM  
**To:** Benson, Alan [REDACTED]; Eileen Banaga [REDACTED]; Peterson, Michael [REDACTED]  
**Cc:** Maria Barrera [REDACTED]  
**Subject:** RE: Sentyln MSA

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Hi Alan,

Best,  
Alisha

Alisha Bachan  
Director of Tech Ops  
Sentyln Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

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---

**From:** Benson, Alan [REDACTED]  
**Sent:** Wednesday, September 11, 2024 5:48 AM  
**To:** Alisha Bachan [REDACTED] Eileen Banaga [REDACTED] Peterson, Michael  
**Cc:** Maria Barrera [REDACTED]  
**Subject:** RE: Sentynl MSA

[REDACTED]

Also, if you are anyone else from Sentynl might be at CPHI in October we would love to meet with you during this event at our stand.

Kind regards,  
-Alan

**Alan Benson**  
Sr. Director, Sales & Key Account Management

**CordenPharma International**  
2075 55<sup>th</sup> Street | Boulder, CO 80301 | USA

[REDACTED]  
[cordenpharma.com](https://cordenpharma.com)



---

**From:** Alisha Bachan [REDACTED]  
**Sent:** Tuesday, September 10, 2024 8:14 PM  
**To:** Benson, Alan [REDACTED] Eileen Banaga [REDACTED] Peterson, Michael  
**Cc:** Maria Barrera [REDACTED]  
**Subject:** Re: Sentynl MSA

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Hi Alan,

[REDACTED]

Thanks,  
Alisha

---

**From:** Benson, Alan [REDACTED]  
**Sent:** Friday, August 30, 2024 1:46 PM  
**To:** Eileen Banaga [REDACTED]; Peterson, Michael [REDACTED]  
**Cc:** Maria Barrera [REDACTED]; Alisha Bachan [REDACTED]  
**Subject:** RE: Sentylnl MSA

Hello Eileen,

[REDACTED]

-Alan

**Alan Benson**  
Sr. Director, Sales & Key Account Management

**CordenPharma International**  
2075 55<sup>th</sup> Street | Boulder, CO 80301 | USA

[REDACTED]  
[cordenpharma.com](https://cordenpharma.com)





**From:** Eileen Banaga [REDACTED]  
**Sent:** Friday, August 30, 2024 3:28 PM  
**To:** Peterson, Michael [REDACTED]; Benson, Alan [REDACTED]  
**Cc:** Maria Barrera [REDACTED]; Alisha Bachan [REDACTED]  
**Subject:** RE: Sentynl MSA

**ATTENTION:** This e-mail originates from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Alan and Mike,

Hope all is well.

Thank you,

Eileen

Eileen Banaga, MS, RAC  
VP, Regulatory Affairs and Quality  
Sentynl Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

[www.sentynl.com](http://www.sentynl.com)



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---

**From:** Peterson, Michael [REDACTED]  
**Sent:** Wednesday, July 17, 2024 12:18 PM  
**To:** Benson, Alan [REDACTED]  
**Cc:** Maria Barrera [REDACTED]; Eileen Banaga [REDACTED]; Charissa Bondy [REDACTED]  
**Subject:** Sentynl MSA

Hi Alan,

[REDACTED]

Thanks,  
Mike

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# **Exhibit I**

**From:** Blair Narog [REDACTED]

**To:** [REDACTED]

**Cc:** [REDACTED] Ashwini Kadam

**Subject:** Re: Eiger Inno: Lonafarnib Manufacturing Strategy

**Date:** Wed, 2 Oct 2024 16:49:32 +0000

**Importance:** Normal

**Inline-Images:** image001.png

---

EXTERNAL EMAIL

Hi Richard,

[REDACTED]

Best regards,  
Blair

---

**From:** [REDACTED]

**Sent:** Wednesday, October 02, 2024 8:24 AM

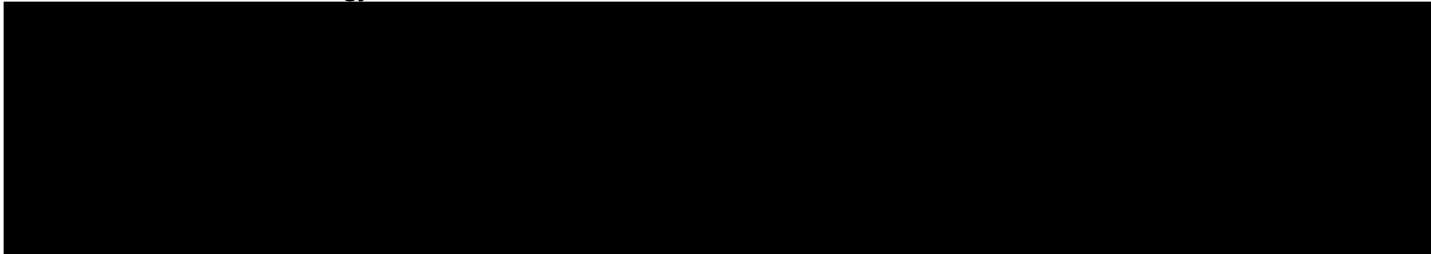
**To:** Blair Narog

**Cc:** [REDACTED] Ashwini Kadam; [REDACTED]

**Subject:** Eiger Inno: Lonafarnib Manufacturing Strategy

Hi Blair,





I can make myself available for a call to review any updates as needed this week, while our legal team continues their review.

Thanks,

**Richard Nkansah**  
Associate Director, Account Management

**Lonza**  
Small Molecules



---

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## **Exhibit J**

To: [REDACTED]  
Cc: Eileen Banaga [REDACTED] Michael  
Hercz [REDACTED]  
From: Alisha Bachan  
Sent: 2024-10-02T10:42:27-07:00  
Importance: Normal  
Subject: RE: Sentyln: Lonafarnib Manufacturing Strategy  
Received: 2024-10-02T10:42:30-07:00

Hi Richard,

[REDACTED]

Best,  
Alisha

Alisha Bachan  
Director of Tech Ops  
Sentyln Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

[REDACTED]  
[www.sentyln.com](http://www.sentyln.com)



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---

From: [REDACTED]  
Sent: Wednesday, October 2, 2024 8:24 AM  
To: Alisha Bachan [REDACTED]  
Cc: Eileen Banaga [REDACTED]  
Subject: Sentyln: Lonafarnib Manufacturing Strategy

Hi Alisha,

[REDACTED]

I can make myself available for a call to review any updates as needed this week, while our legal team continues their review.

Thanks,

**Richard Nkansah**  
Associate Director, Account Management

**Lonza**

Small Molecules



---

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## **Exhibit K**

**To:** Kenneth Wexler [REDACTED]  
**Cc:** Maria Barrera [REDACTED]  
**From:** [REDACTED]  
**Sent:** 2024-10-03T08:34:27-07:00  
**Importance:** Normal  
**Subject:** RE: Audit Agenda - One Day On-Site audit Tuesday 8Oct2024 - Sentynl Audit of Lonza Bend  
**Received:** 2024-10-03T08:35:59-07:00  
[image003.png](#)  
[image005.png](#)  
[image006.jpg](#)  
[image007.png](#)

Hello Kenneth,

[REDACTED]

If you have any questions, please reach out to Sentynl.

Sincerely,

**Eric Garrity**  
Sr. Specialist, Quality Assurance

**Lonza**

[REDACTED]

[www.lonza.com](http://www.lonza.com)

---

**From:** Kenneth Wexler [REDACTED]  
**Sent:** Friday, August 30, 2024 7:36 AM  
**To:** Muralidhar Bindu - Bend [REDACTED]  
**Cc:** Maria Barrera [REDACTED] Swindell Galen - Bend [REDACTED] Garrity Eric - Bend [REDACTED]  
**Subject:** Audit Agenda - One Day On-Site audit Tuesday 8Oct2024 - Sentynl Audit of Lonza Bend

Hi Bindu – see attached audit agenda.

[REDACTED]

No special requirements for lunch. Thanks for asking.

Please contact me if you have any questions.

Best,

**Kenneth Wexler**  
**Kenneth A. Wexler LLC**  
45 Oyster Reef Drive  
Hilton Head Island, SC 29926

[REDACTED]



---

**From:** [REDACTED]  
**Sent:** Tuesday, August 27, 2024 2:41 PM  
**To:** Kenneth Wexler [REDACTED]  
**Cc:** Maria Barrera [REDACTED]  
**Subject:** RE: Confirmation - One Day On-Site audit Tuesday 8Oct2024 - Sentynl Audit of Lonza Bend

Sounds good, thank you Kenneth. We look forward to hosting you during the audit.

We will be providing food for the working lunch, so please let us know of any dietary restrictions.

Thank you,  
Bindu

---

**From:** Kenneth Wexler [REDACTED]  
**Sent:** Tuesday, August 27, 2024 11:33 AM  
**To:** Muralidhar Bindu - Bend [REDACTED]  
**Cc:** Maria Barrera [REDACTED]  
**Subject:** RE: Confirmation - One Day On-Site audit Tuesday 8Oct2024 - Sentynl Audit of Lonza Bend

Thanks, Bindu – I will forward the audit agenda to you within the next few weeks.

Best,

**Kenneth Wexler**  
**Kenneth A. Wexler LLC**  
45 Oyster Reef Drive  
Hilton Head Island, SC 29926



---

**From:** [REDACTED]  
**Sent:** Tuesday, August 27, 2024 2:15 PM  
**To:** Kenneth Wexler [REDACTED]  
**Cc:** Maria Barrera [REDACTED]  
**Subject:** RE: Confirmation - One Day On-Site audit Tuesday 8Oct2024 - Sentynl Audit of Lonza Bend

Hello Kenneth,

Thank you,  
Bindu

---

**From:** Kenneth Wexler [REDACTED]  
**Sent:** Monday, July 22, 2024 1:47 PM  
**To:** Muralidhar Bindu - Bend [REDACTED]  
**Subject:** RE: Confirmation - One Day On-Site audit Tuesday 8Oct2024 - Sentynl Audit of Lonza Bend

Thanks Bindu.

**Kenneth Wexler**  
**Kenneth A. Wexler LLC**  
45 Oyster Reef Drive  
Hilton Head Island, SC 29926  
[REDACTED]



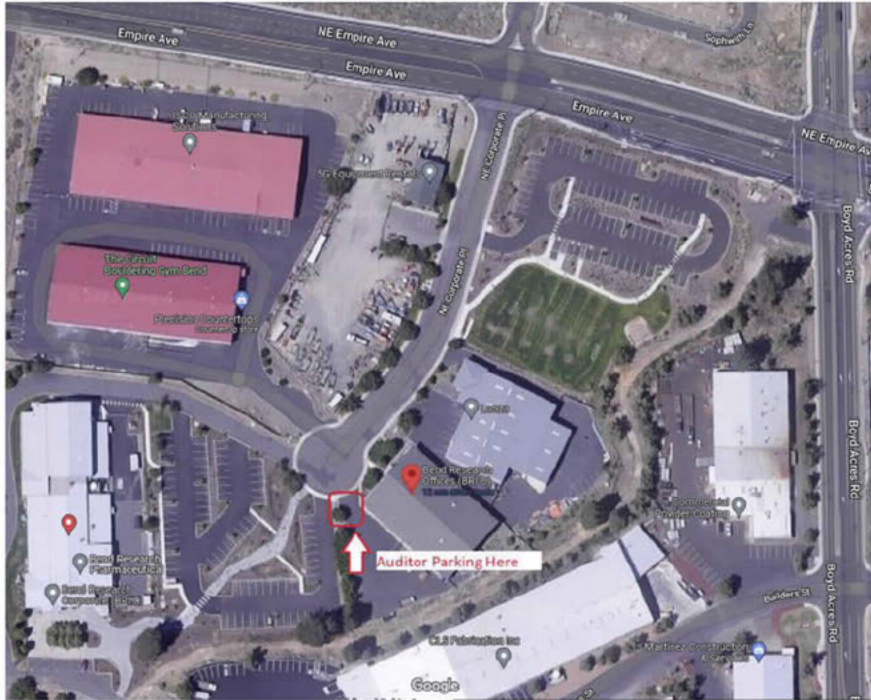
---

**From:** [REDACTED]  
**Sent:** Monday, July 22, 2024 4:30 PM  
**To:** Kenneth Wexler [REDACTED] Maria Barrera [REDACTED]  
**Subject:** RE: Confirmation - One Day On-Site audit Tuesday 8Oct2024 - Sentynl Audit of Lonza Bend

[REDACTED]

To aid with travel logistics I am including a copy of our visitors guide. Audits are hosted on our main campus at 63050 NE Corporate Pl, Bend, OR 97701 . There are signs designating reserved parking for auditors.





We look forward to receiving the audit agenda in September, and hosting you during the audit . We will set up a Box account which will serve as our virtual reading room.

If you have any questions we can also be reached at [REDACTED]

Thank you,  
Bindu

From: Kenneth Wexler [REDACTED]

Sent: Tuesday, July 16, 2024 8:04 AM

To: Muralidhar Bindu - Bend [REDACTED] Maria Barrera [REDACTED]

Subject: Confirmation - One Day On-Site audit Tuesday 8Oct2024 - Sentyln Audit of Lonza Bend

Hi Bindu – thanks for your responsiveness.

Best,

**Kenneth Wexler**  
**Kenneth A. Wexler LLC**  
45 Oyster Reef Drive  
Hilton Head Island, SC 29926  
[REDACTED]



---

**From:** [REDACTED]  
**Sent:** Monday, July 15, 2024 6:52 PM  
**To:** Maria Barrera [REDACTED]  
**Cc:** Kenneth Wexler [REDACTED]  
**Subject:** RE: Sentynl Audit of Lonza Bend

Good afternoon Maria,

[REDACTED]

We have the following availability in 2024:-

- 20<sup>th</sup> and 21<sup>st</sup> August 2024
- 1<sup>st</sup> and 2<sup>nd</sup> October 2024
- 8<sup>th</sup> and 9<sup>th</sup> October 2024

Please let me know if you would like to reserve any of the mentioned dates.

Thank you,  
**Bindu Muralidhar**  
Manager, QA Compliance & Validation

**Lonza**

[REDACTED]

[www.lonza.com](http://www.lonza.com)

---

**From:** Maria Barrera [REDACTED]  
**Sent:** Friday, July 12, 2024 8:40 AM  
**To:** Muralidhar Bindu - Bend [REDACTED]  
**Cc:** Kenneth Wexler [REDACTED]  
**Subject:** Sentynl Audit of Lonza Bend

Hi Bindu,

I hope you are doing well.  
I am the Senior Program Manager at Sentynl Therapeutics. Our company acquired Zokinvy from Eiger Bio. We would like to schedule an audit of the facility. Can you please provide information on who we need to contact to schedule this audit.

Thank you,  
Maria

Maria Barrera  
Sr. Program Manager  
Sentyln Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

[www.sentyln.com](http://www.sentyln.com)



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# **Exhibit L**



**To:** Morse, Joshua D. [joshua.morse@pillsburylaw.com]  
**Cc:** Martin Jr., Warren J. [WJMartin@pbnlaw.com]; Gary Broadbent [gary.broadbent@broadbentadvisors.com]; Coloma, Paul [pcoloma@alvarezandmarsal.com]; Stirling, Jason [jason.stirling@pillsburylaw.com]; Michael Hercz [redacted]; Grant Castor [redacted]; Jennifer Reese [redacted]; Eileen Banaga [redacted]; Alisha Bachan [redacted]  
**From:** Parisi, Rachel A.  
**Sent:** 2024-10-09T18:52:28-07:00  
**Importance:** Normal  
**Subject:** RE: Eiger - Intsel Chimos Claim -- SUBJECT TO FRE 408  
**Received:** 2024-10-09T18:54:20-07:00

[redacted]

-Rachel

---

**From:** Morse, Joshua D. <joshua.morse@pillsburylaw.com>  
**Sent:** Tuesday, October 8, 2024 1:33 AM  
**To:** Parisi, Rachel A. <RAParisi@pbnlaw.com>  
**Cc:** Martin Jr., Warren J. <WJMartin@pbnlaw.com>; Gary Broadbent <gary.broadbent@broadbentadvisors.com>; Coloma, Paul <pcoloma@alvarezandmarsal.com>; Stirling, Jason <jason.stirling@pillsburylaw.com>; Michael Hercz [redacted]; Grant Castor [redacted]; Jennifer Reese [redacted]; Eileen Banaga [redacted]; Alisha Bachan [redacted]  
**Subject:** RE: Eiger - Intsel Chimos Claim -- SUBJECT TO FRE 408  
**Importance:** High

**EXTERNAL MESSAGE**

---

Hi Rachel,

[redacted]

Separately, I also wanted to make you aware of a critical developing situation involving Lonza – a counterparty to executory contracts subject to assumption by both Syntynl and Eiger Inno. We understand that Richard Nkansah, Associate Director, Account Management at Lonza is scheduling a call with you / your colleagues to confirm that Syntynl is entitled to all legacy lonafarnib manufacturing information. It is clear to us that we are, in fact, entitled to such access pursuant to the terms and conditions of our APA and sublicense/license agreement. If you have a different view, please let us know ASAP so that we can convene a call to dispel you of that inaccurate position.

Best,

Josh

---

**From:** Parisi, Rachel A. <RAParisi@pbnlaw.com>  
**Sent:** Wednesday, October 2, 2024 7:29 PM  
**To:** Morse, Joshua D. <joshua.morse@pillsburylaw.com>  
**Cc:** Martin Jr., Warren J. <WJMartin@pbnlaw.com>; Gary Broadbent <gary.broadbent@broadbentadvisors.com>; Coloma, Paul <pcoloma@alvarezandmarsal.com>; Stirling, Jason <jason.stirling@pillsburylaw.com>; Michael Hercz [redacted]; Grant Castor [redacted]; Jennifer Reese [redacted]; Eileen Banaga [redacted]; Alisha Bachan [redacted]

**Subject:** Re: Eiger - Intsel Chimos Claim -- SUBJECT TO FRE 408

[REDACTED]  
On Oct 2, 2024, at 5:53 PM, Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)> wrote:

**EXTERNAL MESSAGE**

---

+Sentynl Team+

Thank you, Rachel.

[REDACTED]

Best,

Josh

---

**From:** Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>

**Sent:** Wednesday, October 2, 2024 11:11 AM

**To:** Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>; Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>

**Cc:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>; Coloma, Paul <[pcoloma@alvarezandmarsal.com](mailto:pcoloma@alvarezandmarsal.com)>;

Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>

**Subject:** RE: Eiger - Intsel Chimos Claim

[REDACTED]

---

**From:** Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>

**Sent:** Wednesday, October 2, 2024 12:11 PM

**To:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>; Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>

**Cc:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>; Coloma, Paul <[pcoloma@alvarezandmarsal.com](mailto:pcoloma@alvarezandmarsal.com)>;

Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>

**Subject:** RE: Eiger - Intsel Chimos Claim

**EXTERNAL MESSAGE**

Best,

Josh

**Joshua D. Morse | Partner**

Pillsbury Winthrop Shaw Pittman LLP

Four Embarcadero Center, 22nd Floor | San Francisco, CA 94111-5998

**t** +1.415.983.1202 | **m** +1.415.309.6833

Joshua.Morse@Pillsburylaw.com | website bio

---

**From:** Wallice, Anne G. <[anne.wallice@sidley.com](mailto:anne.wallice@sidley.com)>

**Sent:** Wednesday, October 2, 2024 8:41 AM

**To:** Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>; Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>; Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>

**Cc:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>; Coloma, Paul <[pcoloma@alvarezandmarsal.com](mailto:pcoloma@alvarezandmarsal.com)>

**Subject:** Eiger - Intsel Chimos Claim

Josh, Warren, Rachel,

Happy to help coordinate a call or push this forward in any way I can.

Thanks all,

**ANNE G. WALLICE**

**SIDLEY AUSTIN LLP**

787 Seventh Avenue

New York, NY 10019

(o) +1 212 839 6021

(c) +1 864 360 3323

[anne.wallice@sidley.com](mailto:anne.wallice@sidley.com)

[www.sidley.com](http://www.sidley.com)

\*\*\*\*\*  
\*\*\*\*\*



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**Rachel A. Parisi, Esq.**

Principal

[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)

Phone: (973) 889-4261

Fax: (862) 250-6059

[vCard](#) | [CV](#)

<image001.png>

100 Southgate Parkway P.O. Box 1997

Morristown, NJ 07962-1997

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<image002.png>

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Winthrop Shaw Pittman. Thank you.

<mime-attachment>

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# **Exhibit M**

**To:** Morse, Joshua D.[joshua.morse@pillsburylaw.com]  
**Cc:** Martin Jr., Warren J.[WJMartin@pbnlaw.com]; Michael Hercz [REDACTED] Stirling,  
Jason[jason.stirling@pillsburylaw.com]; Margie Venus[mvenus@McKoolSmith.com]  
**From:** Parisi, Rachel A.  
**Sent:** 2024-10-15T13:54:58-07:00  
**Importance:** Normal  
**Subject:** RE: Eiger / Sentynyl / IQVIA  
**Received:** 2024-10-15T13:55:15-07:00

Hi Josh,

[REDACTED]

We'd be happy to join a call with you and the PA if you think it would be useful. Copying our local counsel (Margie) insofar as Porzio represents Lonza and would likely be conflicted to the extent that there are ongoing issues to resolve.

Thanks,  
Rachel

---

**From:** Morse, Joshua D. <joshua.morse@pillsburylaw.com>  
**Sent:** Tuesday, October 15, 2024 3:15 PM  
**To:** Parisi, Rachel A. <RAParisi@pbnlaw.com>  
**Cc:** Martin Jr., Warren J. <WJMartin@pbnlaw.com>; Michael Hercz [REDACTED] Stirling, Jason  
<jason.stirling@pillsburylaw.com>  
**Subject:** RE: Eiger / Sentynyl / IQVIA  
**Importance:** High

**EXTERNAL MESSAGE**

---

Hi Rachel,

We are gathering the information you requested and will revert. In the meantime, we would like to schedule a call with you to discuss an increasingly urgent matter involving another contract counterparty – Lonza. Would tomorrow at any time after 1:30 PM ET work for you?

Best,

Josh

**Joshua D. Morse | Partner**

Pillsbury Winthrop Shaw Pittman LLP

Four Embarcadero Center, 22nd Floor | San Francisco, CA 94111-5998

t +1.415.983.1202 | m +1.415.309.6833

Joshua.Morse@Pillsburylaw.com | website bio

---

**From:** Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>  
**Sent:** Tuesday, October 15, 2024 7:13 AM  
**To:** Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>  
**Cc:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>  
**Subject:** Eiger / Sentynyl / IQVIA

Thanks,  
Rachel

**Rachel A. Parisi, Esq.**  
Principal  
[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)  
Phone: (973) 889-4261  
Fax: (862) 250-6059  
[vCard](#) | [CV](#)

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Bromberg & Newman

100 Southgate Parkway P.O. Box 1997  
Morristown, NJ 07962-1997  
[www.pbnlaw.com](http://www.pbnlaw.com)

**Mansfield Rule**  
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message may be construed as a digital or electronic signature of any employee of Pillsbury Winthrop Shaw Pittman.  
Thank you.

## **Exhibit N**



**To:** Stirling, Jason[jason.stirling@pillsburylaw.com]  
**Cc:** Morse, Joshua D.[joshua.morse@pillsburylaw.com]; Michael Hercz [REDACTED] Wallice, Anne G.[anne.wallice@sidley.com]  
**From:** Gary Broadbent  
**Sent:** 2024-10-21T20:42:30-07:00  
**Importance:** Normal  
**Subject:** Re: Eiger / Sentynl / IQVIA  
**Received:** 2024-10-21T20:43:00-07:00

Jason,

Many thanks for this. It was a pleasure speaking with you, Josh and Michael.

As mentioned, we're happy to assist Sentynl with these issues. We'll need the assistance of Sidley to ensure we're effective. The estate will reengage them and pass on the costs pursuant to our APA. I've cced Anne for visibility.

Looking forward to working with you and ensuring a smooth transition.

Gary

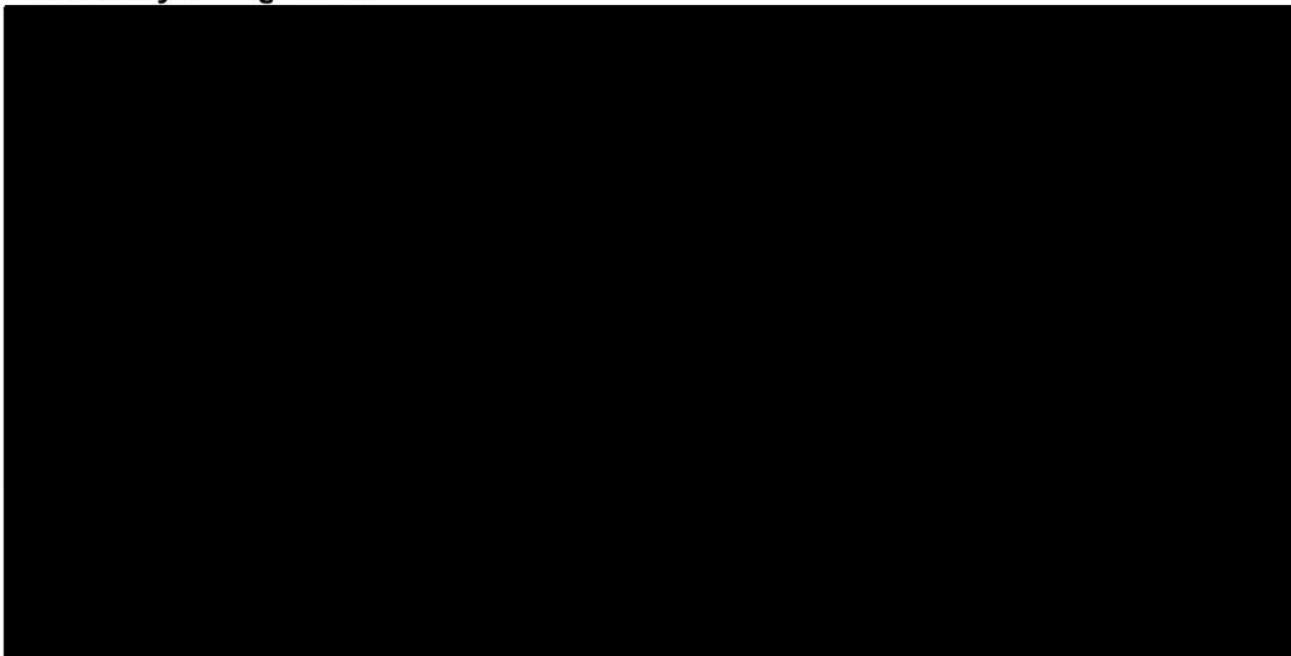
On Fri, Oct 18, 2024 at 7:17 PM Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)> wrote:

Gary,

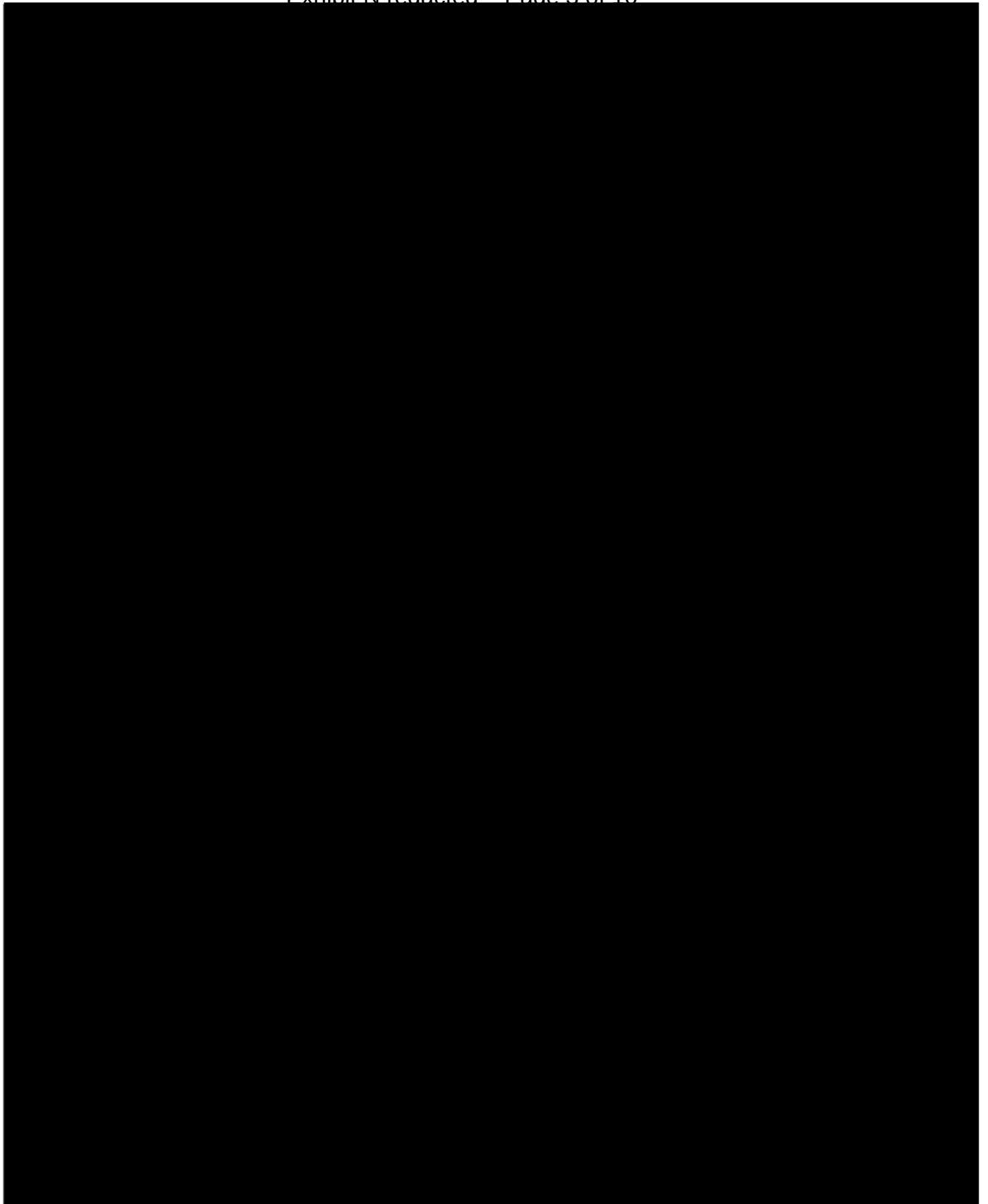
Thank you for taking the time to speak with me, my colleague Josh Morse and Michael Hercz of Sentynl yesterday. As promised, below please find a summary of two issues we discussed yesterday that are adversely affecting Sentynl and that we are requesting your prompt assistance on given the urgencies of time noted below. The summaries below include relevant information, and specific requested assistance to help ameliorate the applicable issue. Please don't hesitate to contact us with any questions with respect to this email or the related matters:

Manufacturing Relationship with Bend Research, Inc., a Lonza company ("Lonza Bend"):

- **Summary Background:**



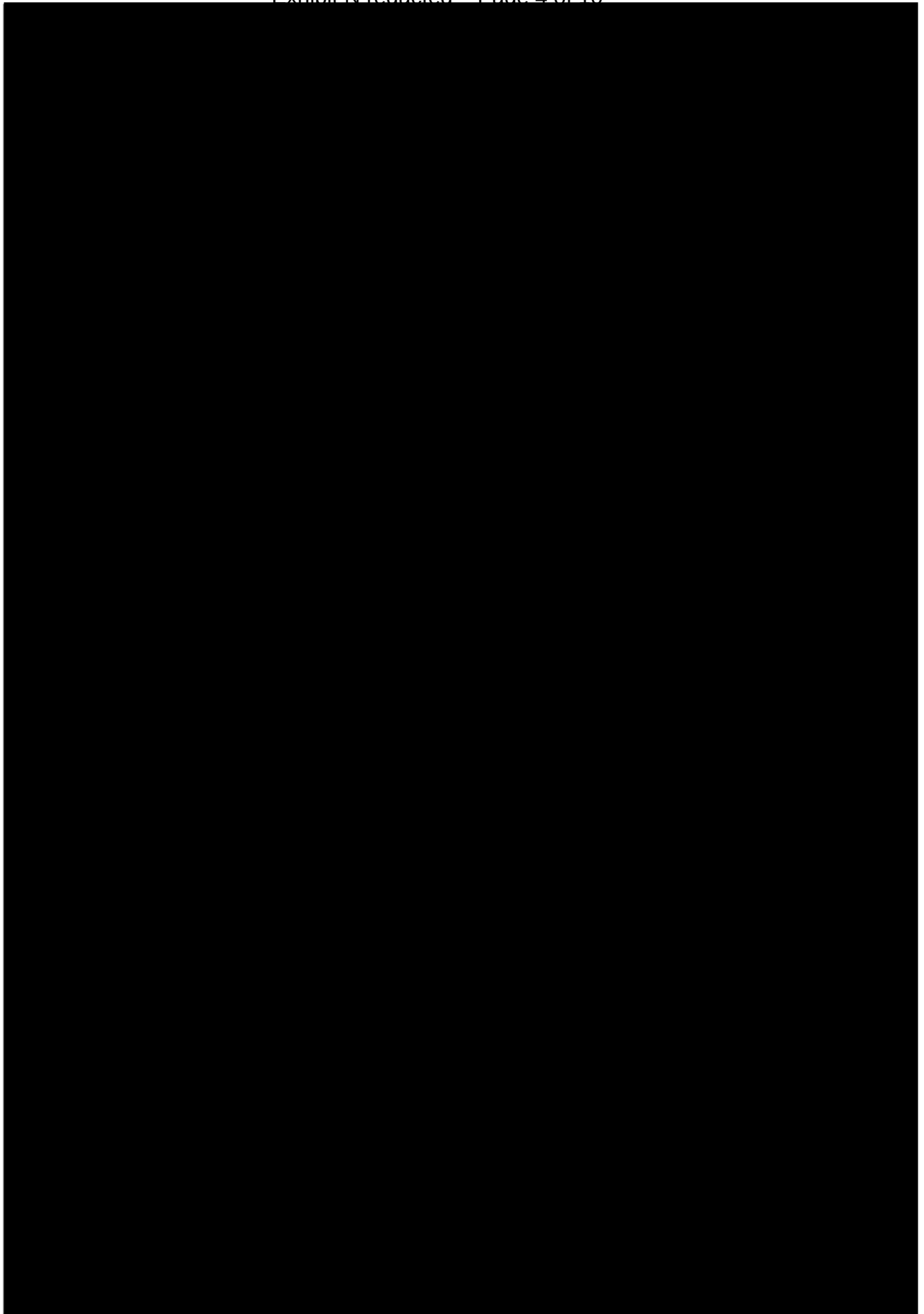




IQVIA, Global Safety Database, Regulatory Filings and Related Matters:

- **Summary Background:**








Thank you,

Jason Stirling

---

**From:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>  
**Sent:** Wednesday, October 16, 2024 11:07 AM  
**To:** Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>  
**Cc:** Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>; Michael G. Hercz Esq. <>  
**Subject:** Re: Eiger / Sentynl / IQVIA

Here are some windows for tomorrow - before 10 am; 11:00-12:00 pm; or 4:30-5:30 pm ET.

On Wed, Oct 16, 2024 at 13:49 Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)> wrote:

All, it doesn't look like our availability lines up today looking at the times proposed below.

How does tomorrow look for schedules?

Jason

**Jason Stirling | Partner**

Pillsbury Winthrop Shaw Pittman LLP

[11682 El Camino Real, Suite 200 | San Diego, CA 92130-2092](#)

✆ +1.858.847.4116

jason.stirling@pillsburylaw.com | website bio

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**To:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>  
**Cc:** Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>; Michael G. Hercz Esq. <[mhercz@sentylnl.com](mailto:mhercz@sentylnl.com)>  
**Subject:** RE: Eiger / Sentylnl / IQVIA

Thanks, Gary.

We can be available for a call during the following windows: 12:00-12:30 pm ET or after 4 pm ET.

Best,

Josh

---

**From:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>  
**Sent:** Tuesday, October 15, 2024 3:14 PM  
**To:** Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>  
**Cc:** Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>; Michael G. Hercz Esq. <[mhercz@sentylnl.com](mailto:mhercz@sentylnl.com)>  
**Subject:** Re: Eiger / Sentylnl / IQVIA

Happy to chat, Josh. Could you preview the issue? I'm traveling tomorrow, but clear before 10 am ET or 2-3 pm ET.

Gary Broadbent

Broadbent Advisors LLC

+1 740.827.7165

[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)

On Tue, Oct 15, 2024 at 5:39 PM Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)> wrote:

Hi Gary,

Please see below and let us know if you are available for a call tomorrow to discuss this increasingly important issue.

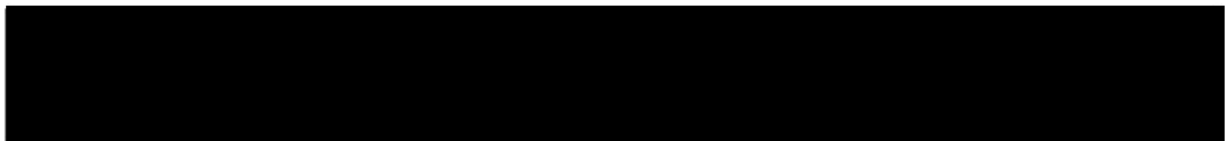
Best,

Josh

Begin forwarded message:

**From:** "Parisi, Rachel A." <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>  
**Date:** October 15, 2024 at 1:55:18 PM PDT  
**To:** "Morse, Joshua D." <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>  
**Cc:** "Martin Jr., Warren J." <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>, Michael Hercz  
[REDACTED] "Stirling, Jason" <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>, Margie Venus  
<[mvenus@mckoolsmith.com](mailto:mvenus@mckoolsmith.com)>  
**Subject:** RE: Eiger / Sentynyl / IQVIA

Hi Josh,



We'd be happy to join a call with you and the PA if you think it would be useful. Copying our local counsel (Margie) insofar as Porzio represents Lonza and would likely be conflicted to the extent that there are ongoing issues to resolve.

Thanks,

Rachel

---

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**Sent:** Tuesday, October 15, 2024 3:15 PM  
**To:** Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>  
**Cc:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>; Michael Hercz  
[REDACTED] Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>  
**Subject:** RE: Eiger / Sentynyl / IQVIA  
**Importance:** High

**EXTERNAL MESSAGE**

---

Hi Rachel,

[REDACTED]

Best,

Josh

**Joshua D. Morse** | Partner

Pillsbury Winthrop Shaw Pittman LLP


Four Embarcadero Center, 22nd Floor | San Francisco, CA 94111-5998

t +1.415.983.1202 | m +1.415.309.6833

[Joshua.Morse@Pillsburylaw.com](mailto:Joshua.Morse@Pillsburylaw.com) | [website bio](#)

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**Sent:** Tuesday, October 15, 2024 7:13 AM  
**To:** Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>  
**Cc:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>  
**Subject:** Eiger / Sentynyl / IQVIA



Thanks,

Rachel

**Rachel A. Parisi, Esq.**

Principal

[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)

Phone: (973) 889-4261

Fax: (862) 250-6059

[vCard](#) | [CV](#)

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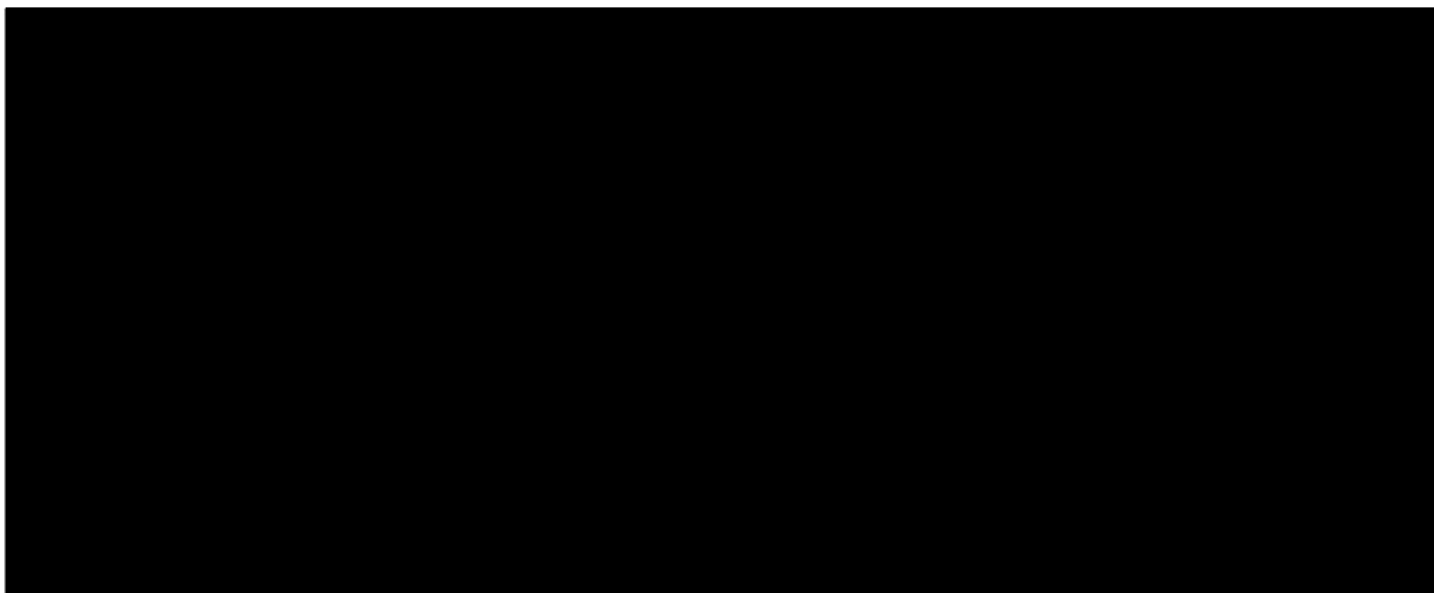


# **Exhibit O**

**To:** Morse, Joshua D. [joshua.morse@pillsburylaw.com]  
**Cc:** Michael Hercz [redacted] Wallace, Anne G. [anne.wallice@sidley.com]; Stirling,  
Jason [jason.stirling@pillsburylaw.com]  
**From:** Gary Broadbent  
**Sent:** 2024-10-26T05:41:40-07:00  
**Importance:** Normal  
**Subject:** Re: Eiger / Sentynl / IQVIA  
**Received:** 2024-10-26T05:42:12-07:00

Josh,

A couple notes:



**5. Deadline Extension.** I agree to this 61-day extension. I believe the Litigation Trustee (Josh Nahas at Dundon) will also need to consent, due to the structure of the Plan. Happy to make an intro there, if helpful.

Please let me know if you need anything else.

Gary

On Fri, Oct 25, 2024 at 18:36 Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)> wrote:

Gary:

Circling back on a few things.

First, inquiring where things stand on Jason's requests below.

Second, per our prior conversation concerning giving the parties extra time to reach a consensual arrangement on an

allowed administrative expense claim in favor of Sentynl, we discussed agreeing to extend the 30-days from the Effective Date deadline proscribed by the Plan and the Confirmation Order for Sentynl to file an administrative claim. Would you mind confirming, by reply email, that we have an additional 61 days (through December 30, 2024) to do so.

Best,

Josh

---

**From:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>  
**Sent:** Monday, October 21, 2024 8:43 PM  
**To:** Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>  
**Cc:** Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>; Michael G. Hercz Esc [REDACTED] Wallice, Anne G. <[anne.wallice@sidley.com](mailto:anne.wallice@sidley.com)>  
**Subject:** Re: Eiger / Sentynl / IQVIA

Jason,

Many thanks for this. It was a pleasure speaking with you, Josh and Michael.

[REDACTED]

Looking forward to working with you and ensuring a smooth transition.

Gary

On Fri, Oct 18, 2024 at 7:17 PM Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)> wrote:

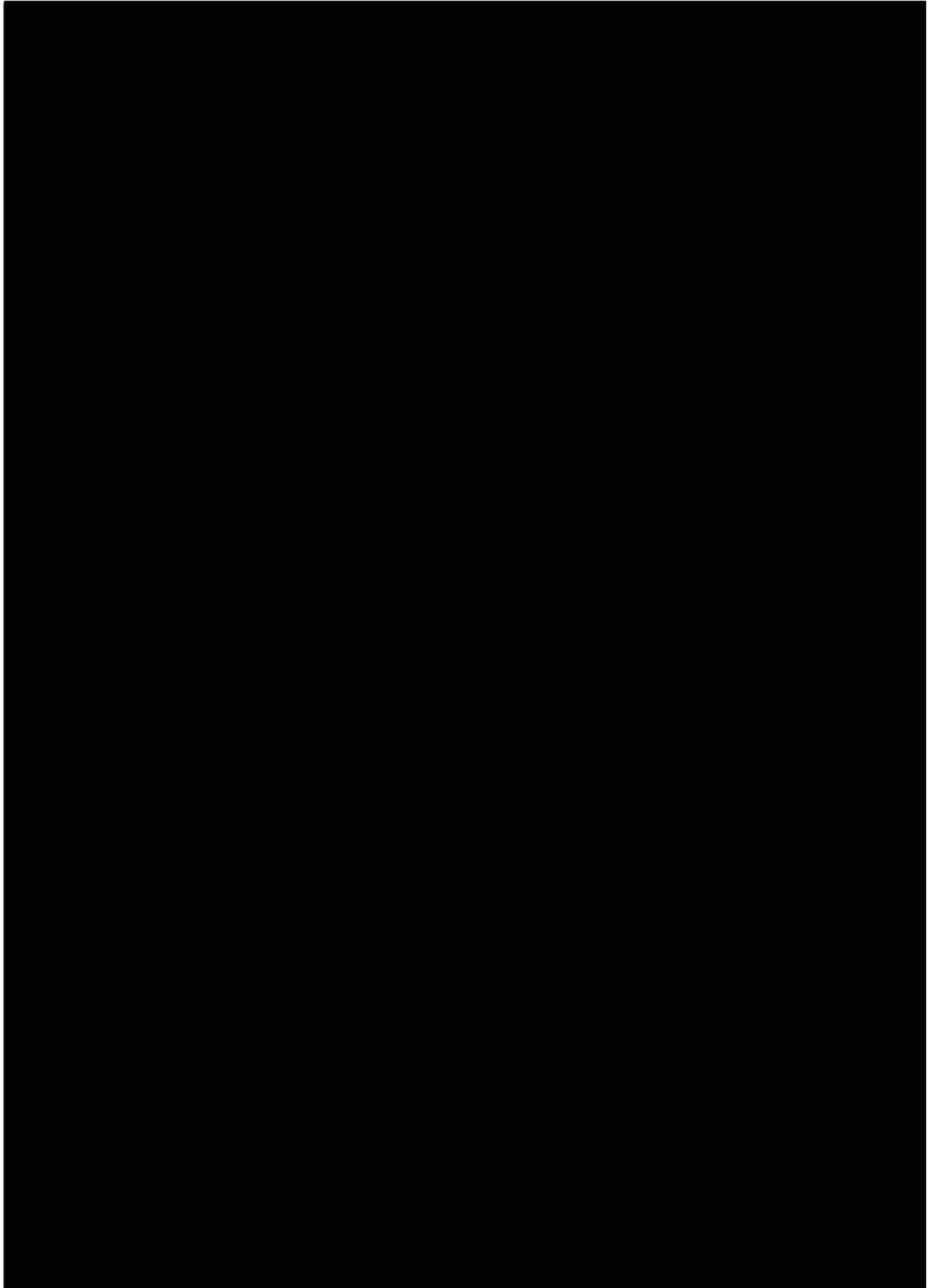
Gary,

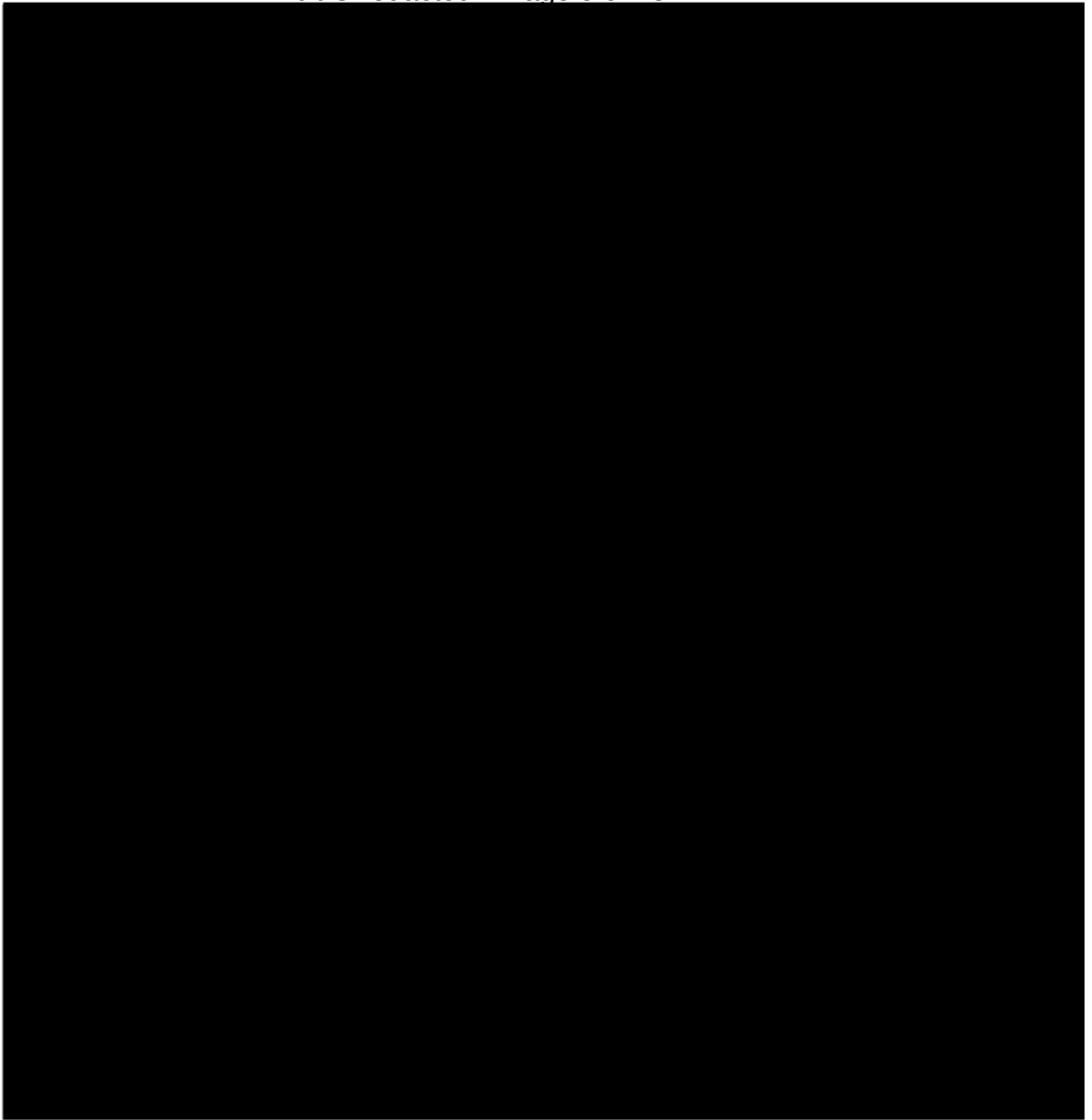
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to contact us with any questions with respect to this email or the related matters:

Manufacturing Relationship with Bend Research, Inc., a Lonza company ("**Lonza Bend**"):

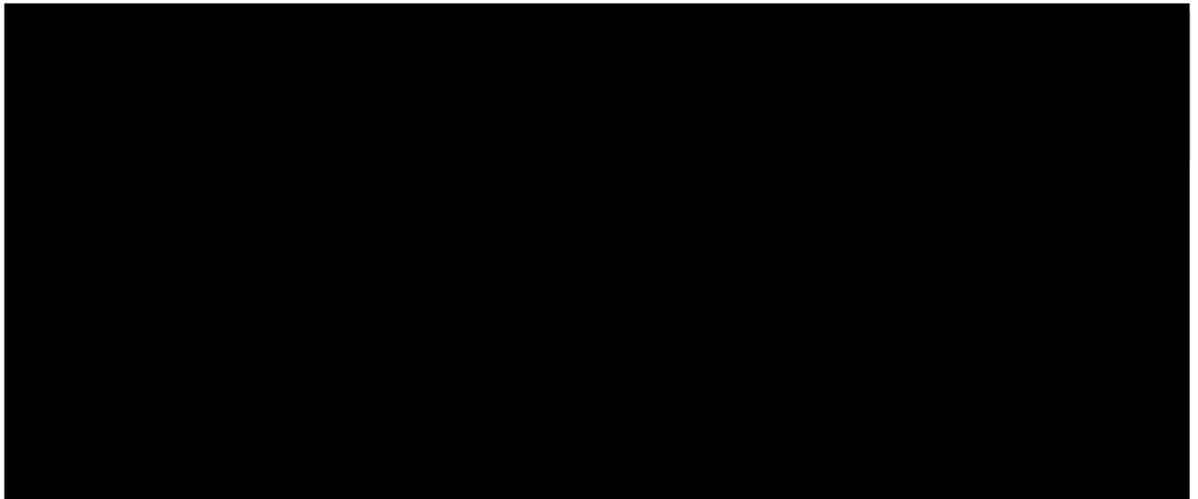
□ **Summary Background:**

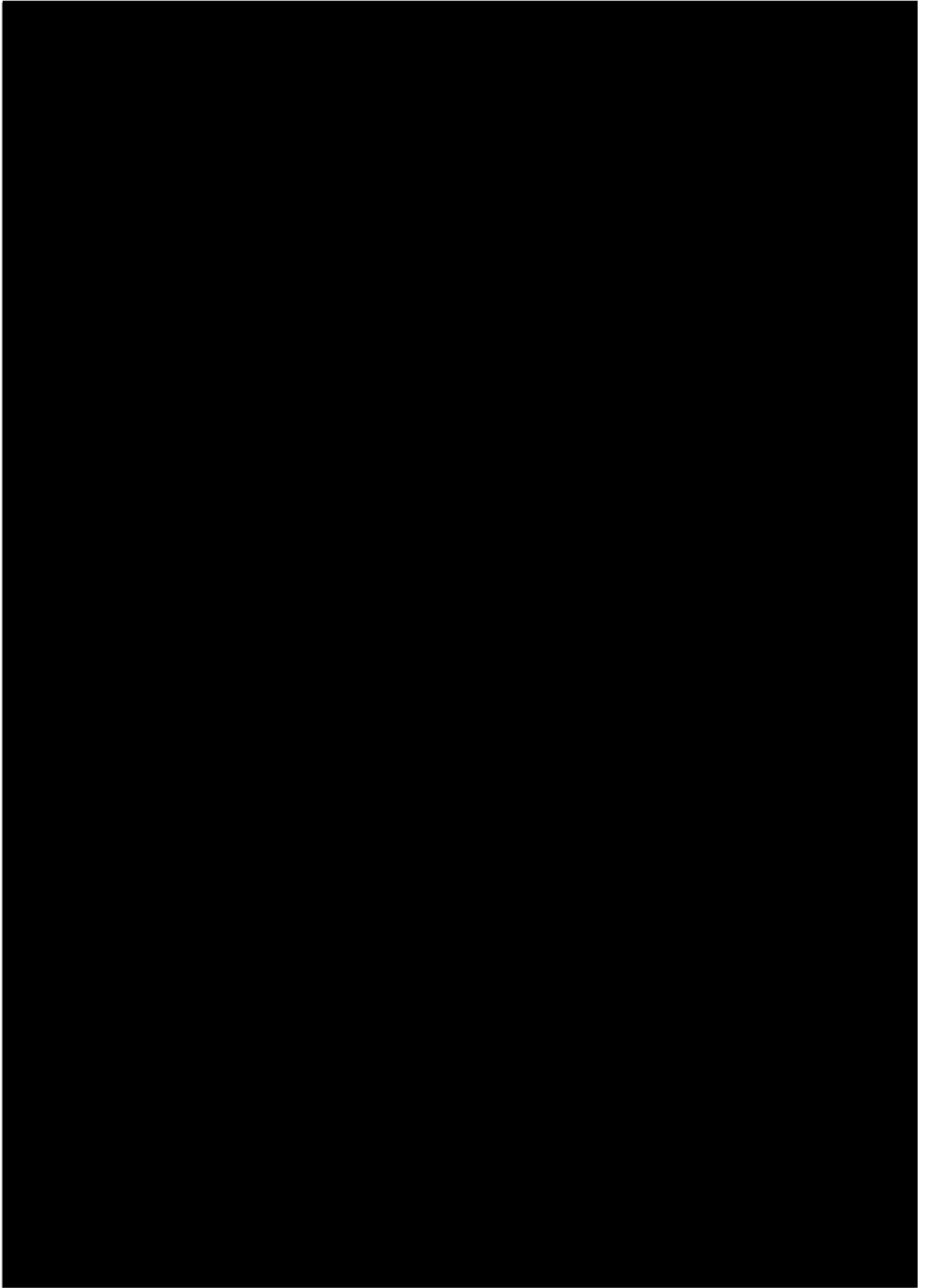




IQVIA, Global Safety Database, Regulatory Filings and Related Matters:

☐ **Summary Background:**






☐ **Request of Eiger Plan Administrator:**



Thank you,

Jason Stirling

---

**From:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>  
**Sent:** Wednesday, October 16, 2024 11:07 AM  
**To:** Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>  
**Cc:** Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>; Michael G. Hercz Esq.   
**Subject:** Re: Eiger / Sentynl / IQVIA

Here are some windows for tomorrow - before 10 am; 11:00-12:00 pm; or 4:30-5:30 pm ET.

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**Jason Stirling | Partner**

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**Cc:** Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>; Michael G. Hercz Esq. <[mhercz@sentylnl.com](mailto:mhercz@sentylnl.com)>  
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**Subject:** Re: Eiger / Sentylnl / IQVIA

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Gary Broadbent

Broadbent Advisors LLC

+1 740.827.7165

[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)

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Hi Gary,

Please see below and let us know if you are available for a call tomorrow to discuss this increasingly important issue.

Best,

Josh

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**From:** "Parisi, Rachel A." <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>

**Date:** October 15, 2024 at 1:55:18 PM PDT

**To:** "Morse, Joshua D." <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>

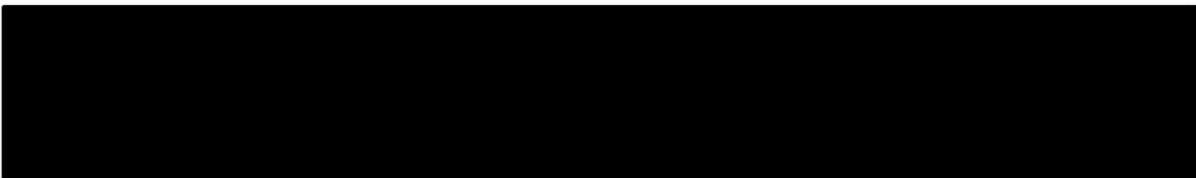
**Cc:** "Martin Jr., Warren J." <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>, Michael Hercz

[REDACTED] "Stirling, Jason" <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>, Margie

Venus <[mvenus@mckoolsmith.com](mailto:mvenus@mckoolsmith.com)>

**Subject: RE: Eiger / Sentynyl / IQVIA**

Hi Josh,



We'd be happy to join a call with you and the PA if you think it would be useful. Copying our local counsel (Margie) insofar as Porzio represents Lonza and would likely be conflicted to the extent that there are ongoing issues to resolve.

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**Cc:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>; Michael Hercz  
[REDACTED] Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>  
**Subject:** RE: Eiger / Sentynyl / IQVIA  
**Importance:** High

**EXTERNAL MESSAGE**

---

Hi Rachel,

We are gathering the information you requested and will revert. In the meantime, we would like to schedule a call with you to discuss an increasingly urgent matter involving another contract counterparty – Lonza. Would tomorrow at any time after 1:30 PM ET work for you?

Best,

Josh

**Joshua D. Morse** | Partner

Pillsbury Winthrop Shaw Pittman LLP

Four Embarcadero Center, 22nd Floor | San Francisco, CA 94111-5998

t +1.415.983.1202 | m +1.415.309.6833

[Joshua.Morse@Pillsburylaw.com](mailto:Joshua.Morse@Pillsburylaw.com) | [website](#) bio

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**Cc:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>  
**Subject:** Eiger / Sentynyl / IQVIA

Thanks,

Rachel

**Rachel A. Parisi, Esq.**

Principal

[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)

Phone: (973) 889-4261

Fax: (862) 250-6059

vCard | [CV](#)

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## **Exhibit P**

**To:** Stirling, Jason[jason.stirling@pillsburylaw.com]; Morse, Joshua D.[joshua.morse@pillsburylaw.com]; Michael Hercz [REDACTED]  
**From:** Gary Broadbent  
**Sent:** 2024-11-04T14:40:42-08:00  
**Importance:** Normal  
**Subject:** Fwd: URGENT - Amendment of MSA - Sentynl Exception to Exclusivity Provision  
**Received:** 2024-11-04T14:41:08-08:00  
[Lonafarnib EIG-001 Current Work 28Oct2024.xlsx](#)

----- Forwarded message -----

**From:** [REDACTED]  
**Date:** Mon, Nov 4, 2024 at 17:39  
**Subject:** RE: URGENT - Amendment of MSA - Sentynl Exception to Exclusivity Provision  
**To:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>, [REDACTED]  
**CC:** [REDACTED]  
[REDACTED] Wallice, Anne G. <[anne.wallice@sidley.com](mailto:anne.wallice@sidley.com)>, Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>, Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>, Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>, [REDACTED]

Dear Gary:

[REDACTED]

Thank you. We look forward to your response.

Best regards,

Lara

Lara Crow  
Director, Associate General Counsel

**Lonza**

Small Molecules

[www.lonza.com](http://www.lonza.com)

---

**From:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>  
**Sent:** Sunday, November 3, 2024 8:15 PM  
**To:** Luria Bradley - Morristown [REDACTED]  
**Cc:** Crow Lara - Morristown [REDACTED] Nkansah Richard - Bend  
[REDACTED] Hamman Matt - Bend [REDACTED] Wallace, Anne G.  
<[anne.wallace@sidley.com](mailto:anne.wallace@sidley.com)>; Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>; Martin Jr., Warren J.  
<[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>; Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>  
**Subject:** Re: URGENT - Amendment of MSA - Sentynl Exception to Exclusivity Provision

Perfect. Many thanks, Brad.

Gary

On Sun, Nov 3, 2024 at 20:08 [REDACTED] wrote:

Gary,

Thank you for your response. I am following up with the Lonza team and we will be back in touch tomorrow.

Best regards,

Brad

---

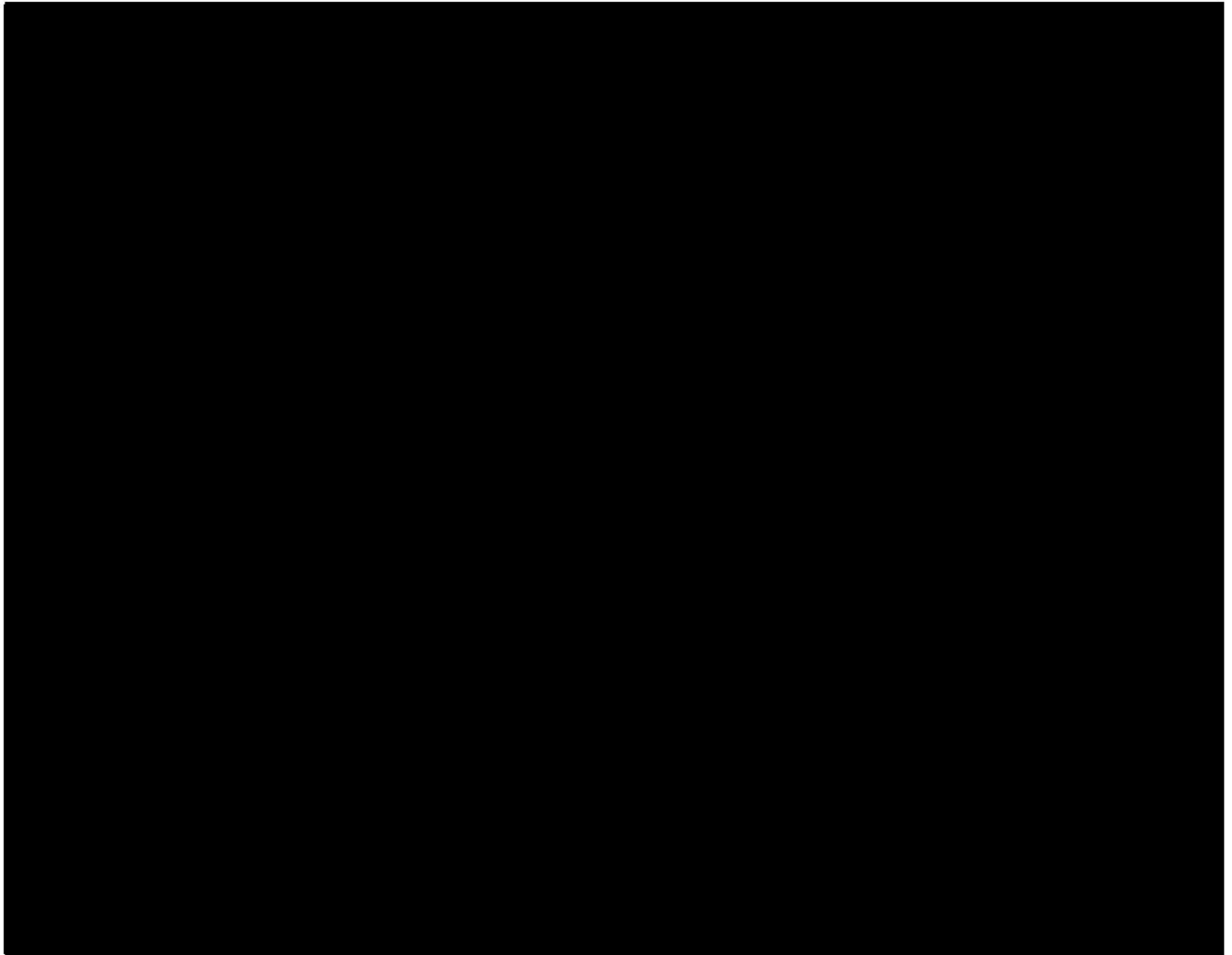
**From:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>  
**Sent:** Saturday, November 2, 2024 4:51 PM  
**To:** Luria Bradley - Morristown [REDACTED]



**Cc:** Crow Lara - Morristown [REDACTED]; Nkansah Richard - Bend  
[REDACTED] Hamman Matt - Bend [REDACTED] Wallice, Anne G.  
<[anne.wallice@sidley.com](mailto:anne.wallice@sidley.com)>; Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>; Martin Jr., Warren J.  
<[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>; Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>  
**Subject:** Re: URGENT - Amendment of MSA - Sentynl Exception to Exclusivity Provision

Brad,

Many thanks for your swift response. Here is a brief overview:



We hope you'll agree to amend. Please let us know if you need anything else.

Gary

Gary Broadbent

Plan Administrator for Eiger Biopharmaceuticals, Inc.

Gary Broadbent

Broadbent Advisors LLC

+1 740.827.7165

[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)

On Sat, Nov 2, 2024 at 3:38 PM [REDACTED] wrote:

Gary,

We are in receipt of your e-mail from last evening. In order to determine how to proceed, please provide:

[REDACTED]

In parallel, I am also reaching out to the Lonza team.

Note that I have moved Wolfgang to BCC as this matter does not require his attention.

Thank you.

Best regards,

Brad

---

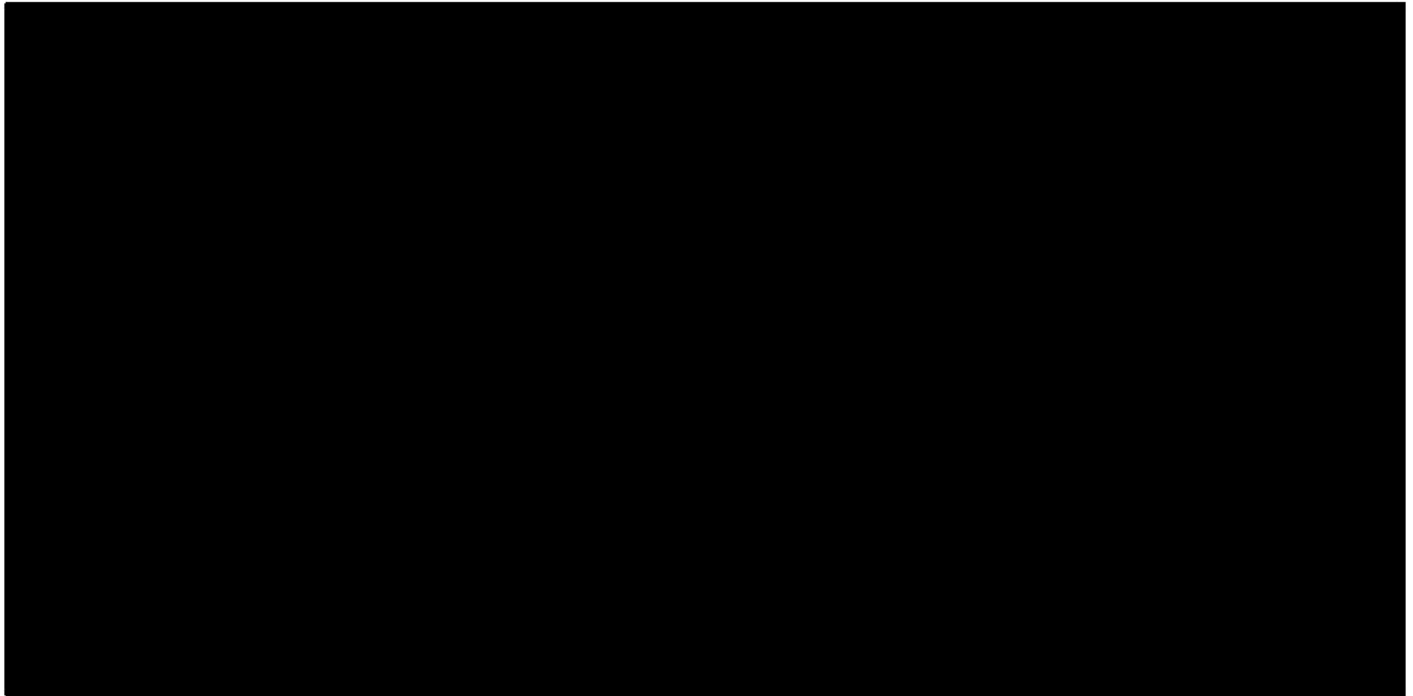
**From:** Gary Broadbent <[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)>

**Sent:** Friday, November 1, 2024 7:14 PM

**To:** Wienand Wolfgang - Basel <[wolfgang.wienand@lonza.com](mailto:wolfgang.wienand@lonza.com)>; Luria Bradley - Morristown  
<[bradley.luria@lonza.com](mailto:bradley.luria@lonza.com)>

Cc: Crow Lara - Morristown [REDACTED]; Nkansah Richard - Bend  
[REDACTED]; Hamman Matt - Bend [REDACTED] Wallice, Anne G.  
<[anne.wallice@sidley.com](mailto:anne.wallice@sidley.com)>; Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>; Martin Jr., Warren J.  
<[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>; Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>  
**Subject:** URGENT - Amendment of MSA - Sentynl Exception to Exclusivity Provision

Wolfgang and Bradley,



Thank you for your assistance. Please advise of any questions.

Sincerely,

Gary Broadbent

Plan Administrator for Eiger Biopharmaceuticals, Inc.

Gary Broadbent

Broadbent Advisors LLC

+1 740.827.7165

[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)

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# **Exhibit Q**

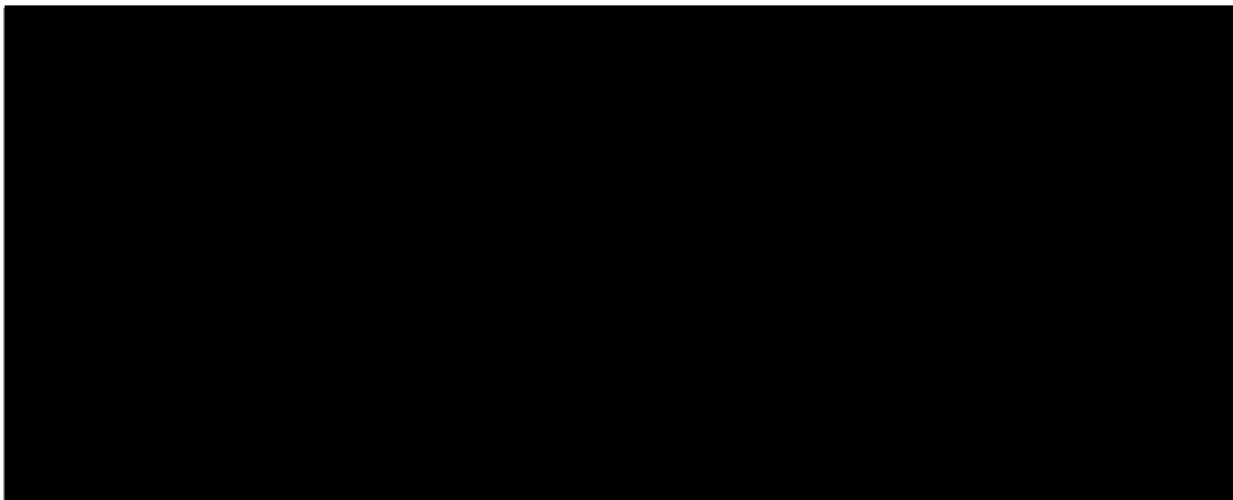
**To:** Michael Hercz [REDACTED] Martin Jr., Warren J. [WJMartin@pbnlaw.com]  
**Cc:** Stirling, Jason [jason.stirling@pillsburylaw.com];  
gary.broadbent@broadbentadvisors.com [gary.broadbent@broadbentadvisors.com]; Joshua Nahas [jn@dundon.com];  
Morse, Joshua D. [joshua.morse@pillsburylaw.com]  
**From:** Parisi, Rachel A.  
**Sent:** 2024-11-05T09:43:48-08:00  
**Importance:** Normal  
**Subject:** RE: Eiger - Bend/Lonza Contract - Liquidating Trustee Proposal for Resolution  
**Received:** 2024-11-05T09:44:12-08:00

Hi all,

Warren's proposal (which I've simplified and copied below for convenience) has been circulated to INNO as of yesterday. We'd appreciate a fulsome response to the proposal from Sentynl, insofar as we are expecting the same today from INNO. They have agreed to extend the date of assignment of the Lonza agreements as we continue to work on a good faith resolution of these issues through tomorrow at 6pm ET. We've already received a preliminary "no" from INNO, but we're hoping to turn their "no", and your preliminary "no" as well, into "yes" to get to a reasonable business solution for all without the need for unnecessary litigation.

Thanks,  
Rachel

Proposal:



---

**From:** Michael Hercz [REDACTED]  
**Sent:** Monday, November 4, 2024 4:41 PM  
**To:** Parisi, Rachel A. <RAParisi@pbnlaw.com>; Martin Jr., Warren J. <WJMartin@pbnlaw.com>  
**Cc:** Stirling, Jason <jason.stirling@pillsburylaw.com>; gary.broadbent@broadbentadvisors.com; Joshua Nahas <jn@dundon.com>; Morse, Joshua D. <joshua.morse@pillsburylaw.com>  
**Subject:** RE: Eiger - Bend/Lonza Contract - Liquidating Trustee Proposal for Resolution

### EXTERNAL MESSAGE

---

Hi Rachel,

Thanks for passing along IQVIA's inquiry – to my knowledge, all is in progress or completed and I'll circle back with an update tomorrow.

Hi Warren,

Agree, rank speculation is not at all productive. Sentynl has no desire whatsoever to have Inno enforce exclusivity against Sentynl or that Sentynl somehow “want[s] out of the deal” – it’s truly “rank” for Inno to even suggest it. We’re merely saying that Inno is acting in a manner that’s inconsistent with wanting to forge a “mutually beneficial business collaboration,” and there are many facts to back that up. Where’s the speculation in that?

Best,  
Michael


Michael G. Hercz  
Senior Vice President & General Counsel  
Sentynl Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

  
[www.sentynl.com](http://www.sentynl.com)



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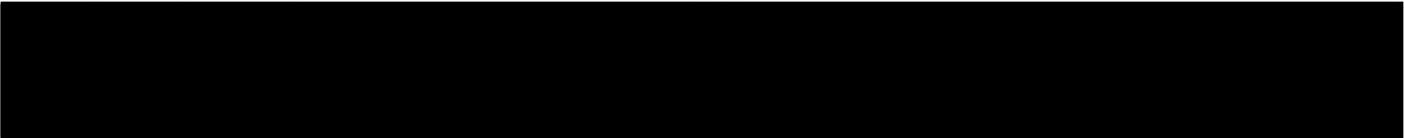
**From:** Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>  
**Sent:** Monday, November 4, 2024 12:45 PM  
**To:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>; Michael Hercz < >  
**Cc:** Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>; [gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com); Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>; Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>  
**Subject:** RE: Eiger - Bend/Lonza Contract - Liquidating Trustee Proposal for Resolution

Hi Michael:

Thanks again for speaking with us over the weekend, and apologies to all that I had to drop from the call early.

Appreciate your commentary that there should be common ground here and a push to move forward constructively – we’re hoping to continue to work to broker conversations and business solutions as between the parties.

Along these lines, we have been forwarded the following inquiry from IQVIA and would appreciate if you could assist with a response to the below. At the very least, and to the extent that the below request is an easy lift on your end, I think it would assist us in bringing INNO around on some of the items we discussed.

  
Thanks in advance,  
Rachel



---

**From:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>  
**Sent:** Monday, November 4, 2024 3:00 PM  
**To:** Michael Hercz [REDACTED]  
**Cc:** Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>; Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>;  
[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com); Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>; Morse, Joshua D.  
<[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>  
**Subject:** RE: Eiger - Bend/Lonza Contract - Liquidating Trustee Proposal for Resolution

Interesting. We heard the exact same thing from them about Sentynl with respect to your #1 – even speculation that you wanted out of the deal and perhaps wanted them to enforce the exclusivity so that you might be able to simply point the finger at others, while prosecuting a claim for your money back. I'm sure you would agree with me that such rank speculation is not productive.

My experience is that there is no value (for either side) in spending time trying to think about why "the other side" is so evil. Because in truth, we are all just business players and business solutions are required.

And so, I will continue to speak in terms of real constructs towards a resolution, rather than in speculation about motivations – which can wind up running away with us. Thanks.

Warren

---

**From:** Michael Hercz [REDACTED]  
**Sent:** Sunday, November 3, 2024 9:24 PM  
**To:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>  
**Cc:** Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>; Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>;  
[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com); Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>; Morse, Joshua D.  
<[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>  
**Subject:** RE: Eiger - Bend/Lonza Contract - Liquidating Trustee Proposal for Resolution

## EXTERNAL MESSAGE

---

Hi Warren,

Thanks for your email – saw your second response as well. My intent was simply to help craft a proposal that was in the ballpark of what Sentynl might accept. If instead you'd like to view this as a mediator's proposal, then feel free to convey whatever you'd like to both parties.

A few points you may want to consider, not because you're acting as an advocate for either party, but solely as background that could help inform your approach:

1. As you heard earlier, we are very skeptical that Inno (including Propel) is truly interested in a mutually beneficial business collaboration based on their actions to date. They've alienated Sentynl by taking adversarial positions on the Lonza agreement and IQVIA. We don't have the resources or desire to work with difficult partners and would prefer to keep our dealings with them to an absolute minimum based on our experiences to date. Immediately dropping the Lonza and IQVIA issues would demonstrate that they are in fact interested in working constructively with us.
-



[REDACTED]

Hope that's helpful context, feel free to take as much or as little as you'd like back to Inno.

Best,  
Michael

Michael G. Hercz  
Senior Vice President & General Counsel  
Sentyln Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

[REDACTED]

[www.sentyln.com](http://www.sentyln.com)



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**From:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>  
**Sent:** Sunday, November 3, 2024 2:37 PM  
**To:** Michael Hercz [REDACTED]  
**Cc:** Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>; Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>;  
[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com); Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>; Morse, Joshua D.  
<[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>  
**Subject:** RE: Eiger - Bend/Lonza Contract - Liquidating Trustee Proposal for Resolution

Michael,

I'll respect your request, but please keep in mind that this exercise may work because it is neither your proposal nor their proposal, but rather the Liquidation Trustee's. I put it together having listened to them and having listened to you and knowing that it was something that neither side would like as is. If you modify it such that I am doing your bidding, and I am deemed by one or the other of you to be acting as the agent of the other, the exercise will surely fail.

And so I would ask that you keep that in mind when you come back to me.

Alternatively, my preferred approach is that I simply send it as is, and then both sides can say "no, but here's a counter we might be able to live with."

Let me know. Thanks.

Warren

---

**From:** Michael Hercz [REDACTED]  
**Sent:** Sunday, November 3, 2024 3:32 PM  
**To:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>  
**Cc:** Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>; Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>;  
[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com); Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>; Morse, Joshua D.  
<[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>  
**Subject:** RE: Eiger - Bend/Lonza Contract - Liquidating Trustee Proposal for Resolution

**EXTERNAL MESSAGE**

---

Warren,

[REDACTED]

Best,  
Michael

Michael G. Hercz  
Senior Vice President & General Counsel  
Sentynl Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

[REDACTED]

[www.sentynl.com](http://www.sentynl.com)



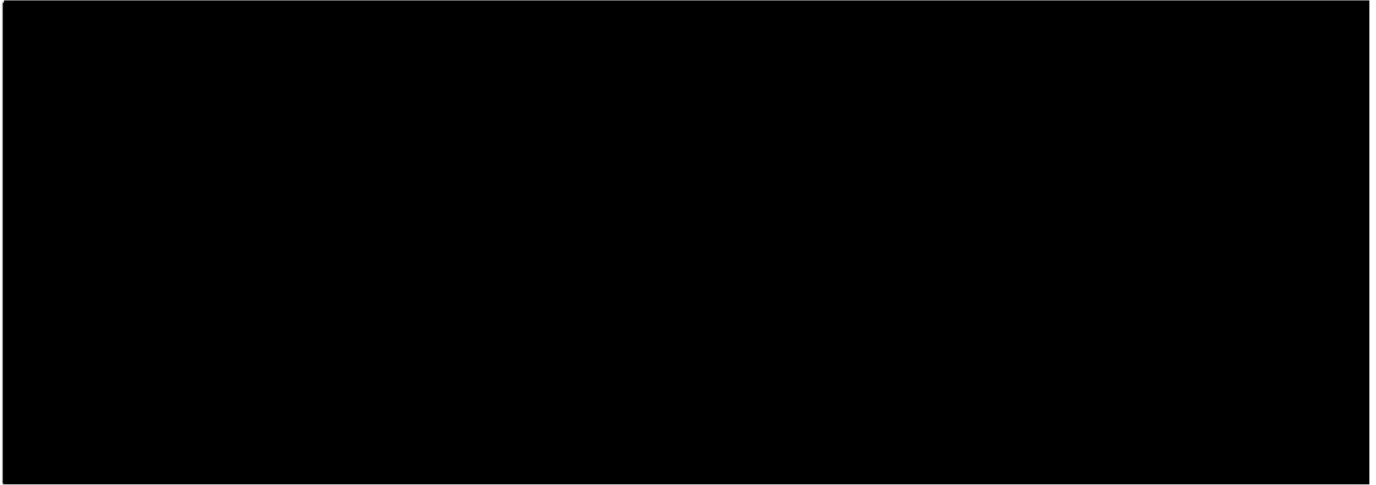
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---

**From:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>  
**Sent:** Sunday, November 3, 2024 11:58 AM  
**To:** Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>; Michael Hercz [REDACTED]  
**Cc:** Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>; Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>;  
[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com); Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>  
**Subject:** RE: Eiger - Bend/Lonza Contract - Liquidating Trustee Proposal for Resolution  
**Importance:** High

Michael,

At the conclusion of our conversation just now, the Liquidating Trustee came up with the following proposal, which I am hereby presenting in writing to you. If you think any of this is unclear/ needs language tweaks, etc., let me know asap, as I will hold this a bit before also sending it to the INNO team. Again, this comes from us and only from us, acting as mediator of sorts.



Thanks.

Warren

**Warren J. Martin Jr., Esq.**

Principal

[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)

Phone: (973) 889-4006

[vCard](#) | [CV](#)

**PORZIO**  
**Bromberg & Newman**

100 Southgate Parkway P.O. Box 1997

Morristown, NJ 07962-1997

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# **Exhibit R**



**To:** Jason Stirling[jason.stirling@pillsburylaw.com]; Joshua D. Morse[joshua.morse@pillsburylaw.com]; Michael Hercz [REDACTED]  
**Cc:** Parisi, Rachel A.[RAParisi@pbnlaw.com]; Joshua Nahas[jn@dundon.com]; Fazio, Frank[FFazio@pbnlaw.com]  
**From:** Martin Jr., Warren J.  
**Sent:** 2024-12-18T17:24:54-08:00  
**Importance:** Normal  
**Subject:** Fwd: Lonza lonafarnib SDD manufacturing  
**Received:** 2024-12-18T17:25:16-08:00

Jason,  
See below. I'll forward the IQVIA email as well momentarily. Thanks.  
Warren

Sent from my iPhone

Begin forwarded message:

**From:** "Jarashow, Kizzy L." <KJarashow@goodwinlaw.com>  
**Date:** December 18, 2024 at 8:19:34 PM EST  
**To:** "Martin Jr., Warren J." <WJMartin@pbnlaw.com>, "Chen, David R." <DavidChen@goodwinlaw.com>  
**Cc:** "Parisi, Rachel A." <RAParisi@pbnlaw.com>, "Fazio, Frank" <FFazio@pbnlaw.com>, jn@dundon.com, "Lathrop, James" <JLathrop@goodwinlaw.com>, "Rockers, Joseph P" <JRockers@goodwinlaw.com>, "Ward, Justin" <JWard@goodwinlaw.com>  
**Subject:** RE: Lonza lonafarnib SDD manufacturing

**EXTERNAL MESSAGE**

David is in the process of updating the PVA to reflect the new language and address a few other concerns we had with Sentyln's last draft (which I believe are modest). We are aiming to get that back to you for submission to Sentyln ASAP. We have been focused exclusively on this since we saw IQVIA's response, and are working in good faith and with urgency to get it back to you.

**Kizzy L. Jarashow**  
she/her/hers



Goodwin Procter LLP  
The New York Times Building  
620 Eighth Avenue  
New York, NY 10018  
o +1 212 459 7338  
m +1 917 714 0112  
f +1 646 558 4183

[KJarashow@goodwinlaw.com](mailto:KJarashow@goodwinlaw.com) | [goodwinlaw.com](http://goodwinlaw.com) 

**From:** Martin Jr., Warren J. <WJMartin@pbnlaw.com>  
**Sent:** Wednesday, December 18, 2024 8:15 PM  
**To:** Jarashow, Kizzy L. <KJarashow@goodwinlaw.com>; Chen, David R. <DavidChen@goodwinlaw.com>  
**Cc:** Parisi, Rachel A. <RAParisi@pbnlaw.com>; Fazio, Frank <FFazio@pbnlaw.com>; jn@dundon.com  
**Subject:** Fwd: Lonza lonafarnib SDD manufacturing

\*\*\*EXTERNAL\*\*\*

Kizzy,

See below and attached. Let's proceed accordingly. Can you process a turn tonight? Thanks.

Warren.

Sent from my iPhone

Begin forwarded message:

**From:** "Stirling, Jason" <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>  
**Date:** December 18, 2024 at 7:09:23 PM EST  
**To:** "Martin Jr., Warren J." <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>, "Parisi, Rachel A." <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>, [gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)  
**Cc:** "Morse, Joshua D." <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>, "Fazio, Frank" <[FFazio@pbnlaw.com](mailto:FFazio@pbnlaw.com)>, Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>, Michael Hercz <[mhercz@sentylnl.com](mailto:mhercz@sentylnl.com)>, "Dickinson, L. James" <[james.dickinson@pillsburylaw.com](mailto:james.dickinson@pillsburylaw.com)>  
**Subject:** RE: Lonza lonafarnib SDD manufacturing

**EXTERNAL MESSAGE**

---

Warren,

To say that we are shocked and surprised at this development would be an understatement, particularly given that you seem to have acted IN ADVANCE of the agreed to and jointly negotiated expiration extension for assignment of the Lonza contract that was granted and which we relied on to continue negotiating in good faith with you and Eiger Inno to avoid seeking immediate intervention from the Bankruptcy Court. These are not benign acts but instead materially harm Sentyln and further compromise its rights under its APA.

To make matters worse, IQVIA has communicated to us that it will not transfer the database despite Eiger Inno's direction without a signed PVA between Eiger Inno and Sentyln and we have received no feedback on our good faith turn of that document from Eiger Inno. **To that end we have updated the PVA to mirror the language from the communication Eiger Inno sent to IQVIA and attached it here (clean and redlined to the prior Pillsbury draft). We need Eiger Inno to sign this and return it to us immediately (today) so we can engage with IQVIA and receive the database we are entitled to. Please immediately facilitate the execution and delivery of this by Eiger Inno to us and let us know status of that request as soon as possible.**

We are working on a formal letter setting out our concerns with your settlement agreement and will deliver it to you in due course. Your actions today, however, required an immediate response to put you and your client on notice of the harm inflicted on to Sentyln and that we will look to have a response on how they will be addressed.

All rights are reserved.

Jason Stirling

**Jason Stirling | Partner**

Pillsbury Winthrop Shaw Pittman LLP

11682 El Camino Real, Suite 200 | San Diego, CA 92130-2092

**t** +1.858.847.4116

jason.stirling@pillsburylaw.com | website bio

---

**From:** Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>

**Sent:** Wednesday, December 18, 2024 12:53 PM

**To:** Michael Hercz [REDACTED] Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>;  
[gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)

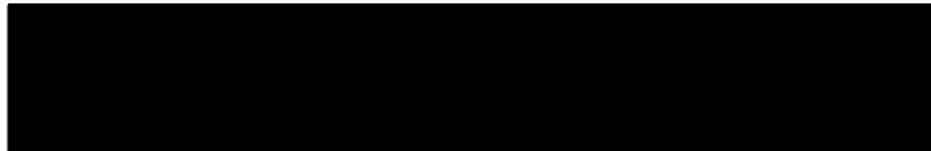
**Cc:** Morse, Joshua D. <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>; Fazio, Frank  
<[FFazio@pbnlaw.com](mailto:FFazio@pbnlaw.com)>; Stirling, Jason <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>; Joshua Nahas  
<[jn@dundon.com](mailto:jn@dundon.com)>

**Subject:** Lonza Ionafarnib SDD manufacturing

Michael,

Thanks. Attached please find a Settlement Agreement we entered into today with Inno Therapeutics. Among other things it provides for:

1. Inno's direction to IQVIA, which has been delivered to you just now, as had been your most pressing request of us and an issue expressly raised in your administrative proof of claim;



3. Maintenance of Inno's obligation to continue negotiating in good faith with you on any unresolved issues (again see section 7.12 of the Inno APA), and
4. Access to General (non-specific data) as you may require insofar as you already have been assigned ownership of all Zokinvy/Progeria product specific data, and while you have copies of all of the non-specific data, we wanted to ensure your



right to use the non-specific data, without leaving Inno with any ability to complain about it.

We think this is a favorable deal to all parties, that unfortunately would not have been possible for the parties to reach on their own, given the impasse between Sentynl and Inno on: (i) the order of proceeding – you wanted the direction to IQVIA to happen irrespective of any kind of more global arrangement, and Inno unwilling to agree to this, and (ii) Inno wanted your agreement in connection with any cross-field sales agreement that your parent would also not compete in the Lonafarnib for HDV space, which you were clearly unwilling to give. We hope you will find this to be an acceptable resolution, given the impasse the parties were at. Thanks.

Warren

---

**From:** Michael Hercz [REDACTED]  
**Sent:** Wednesday, December 18, 2024 3:44 PM  
**To:** Parisi, Rachel A. <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>; Martin Jr., Warren J. <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>; [gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com)  
**Cc:** Joshua D. Morse <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>; Fazio, Frank <[FFazio@pbnlaw.com](mailto:FFazio@pbnlaw.com)>; Jason Stirling <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>; Joshua Nahas <[jn@dundon.com](mailto:jn@dundon.com)>  
**Subject:** Lonza lonafarnib SDD manufacturing  
**Importance:** High

**EXTERNAL MESSAGE**

---

Hi Rachel, Warren and Gary (copying Josh N.),

Our team spoke with Richard Nkansah at Lonza earlier today and he said that Eiger Bio informed Lonza that Sentynl would acquire SDD from Eiger Inno. Since we're hearing this second hand, would you please let me know immediately if anyone at Eiger Bio actually said that to Lonza?

As you know, Sentynl has not agreed to work through Eiger Inno to acquire SDD and we understood that we were working in good faith to have the exclusivity clause removed from the Eiger Bio / Lonza MSA.

Thanks very much.  
Michael

Michael G. Hercz  
Senior Vice President & General Counsel  
Sentynl Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075  
[REDACTED]

[www.sentylnl.com](http://www.sentylnl.com)

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**Warren J. Martin Jr., Esq.**

Principal

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# **Exhibit S**

**To:** Michael Hercz [REDACTED]  
**Cc:** Alisha Bachan [REDACTED]  
**From:** Benson, Alan  
**Sent:** 2024-12-23T21:38:40-08:00  
**Importance:** Normal  
**Subject:** RE: Requests related to LonaFarnib DS  
**Received:** 2024-12-23T21:39:03-08:00

Hello Michael,

It has become known to Corden that the Master Services Agreement from Eiger had been assigned to Eiger InnoTherapeutics.

Calls with respective counsel may be required to sort out a contractual path forward but in meantime talking to EIT should be your starting point.

-Alan

---

**From:** Michael Hercz [REDACTED]  
**Sent:** Monday, December 23, 2024 8:23 PM  
**To:** Benson, Alan [REDACTED]  
**Cc:** Alisha Bachan [REDACTED]  
**Subject:** RE: Requests related to LonaFarnib DS

**ATTENTION:** This e-mail originates from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Alan,

Alisha shared your email with me. Would you please let us know why Corden has asked that we speak first with Eiger InnoTherapeutics? As you know, Corden and Sentynl have been working together since at least October on an MSA to cover services rendered by Corden on behalf of Sentynl. The batch records requested are for drug substance lots previously manufactured and actively being used in clinical and commercial Zokinvy finished drug product batches.

Apologies for the email on the eve of the holidays, but I'd greatly appreciate your prompt reply.

Kind regards,  
Michael

Michael G. Hercz  
Senior Vice President & General Counsel  
Sentynl Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075

[www.sentynl.com](http://www.sentynl.com)



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**From:** Benson, Alan [REDACTED]  
**Sent:** Monday, December 23, 2024 4:27 PM  
**To:** Alisha Bachan [REDACTED]  
**Cc:** Ashwini Kadam [REDACTED]; Jeffrey Glenn [REDACTED]; Leen  
Kawas [REDACTED]  
**Subject:** Requests related to Lonafarnib DS

Hello Alisha,  
Coming back to you on your inquiry I ask that you speak first with Eiger InnoTherapeutics.  
Please message them directly. It is not necessary to keep me in copy.  
Kind regards,  
-Alan

**Alan Benson**  
Sr. Director, Sales & Key Account Management

**CordenPharma International**  
2075 55<sup>th</sup> Street | Boulder, CO 80301 | USA

[REDACTED]  
[cordenpharma.com](https://cordenpharma.com)



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## **Exhibit T**

**To:** Michael Hercz [REDACTED] Matt Heck [REDACTED] Eileen Banaga [REDACTED] Alisha Bachan [REDACTED]  
**From:** Grant Castor  
**Sent:** 2024-12-31T05:04:37-08:00  
**Importance:** Normal  
**Subject:** RE: Eiger - Corden Pharma Issues / Administrative Claim Scheduling  
**Received:** 2024-12-31T05:04:45-08:00

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Michael,

Got it, thanks for the update.

Grant W Castor  
Senior Vice President, Commercial Strategy & Operations  
Sentynl Therapeutics, Inc.  
420 Stevens Ave., Suite 200  
Solana Beach, CA 92075  
[REDACTED]

[www.sentynl.com](http://www.sentynl.com)



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---

**From:** Michael Hercz [REDACTED]  
**Sent:** Tuesday, December 31, 2024 2:15 AM  
**To:** Matt Heck [REDACTED] Grant Castor [REDACTED] Eileen Banaga [REDACTED] Alisha Bachan [REDACTED]  
**Subject:** Fwd: Eiger - Corden Pharma Issues / Administrative Claim Scheduling

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FYI

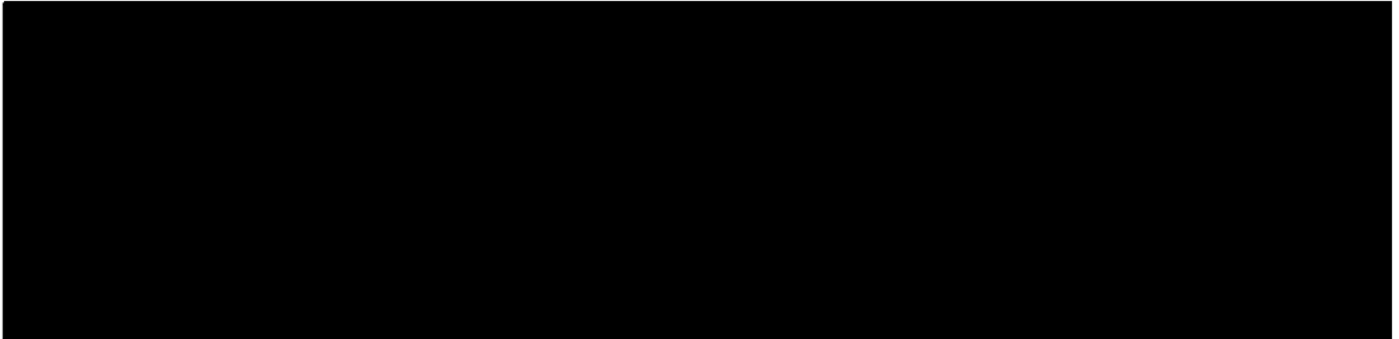
Begin forwarded message:

**From:** "Morse, Joshua D." <[joshua.morse@pillsburylaw.com](mailto:joshua.morse@pillsburylaw.com)>  
**Date:** December 30, 2024 at 10:54:19 PM PST  
**To:** "Martin Jr., Warren J." <[WJMartin@pbnlaw.com](mailto:WJMartin@pbnlaw.com)>, "Parisi, Rachel A." <[RAParisi@pbnlaw.com](mailto:RAParisi@pbnlaw.com)>  
**Cc:** [gary.broadbent@broadbentadvisors.com](mailto:gary.broadbent@broadbentadvisors.com), "Wallice, Anne G." <[anne.wallice@sidley.com](mailto:anne.wallice@sidley.com)>, "Stirling, Jason" <[jason.stirling@pillsburylaw.com](mailto:jason.stirling@pillsburylaw.com)>, "Dickinson, L. James" <[james.dickinson@pillsburylaw.com](mailto:james.dickinson@pillsburylaw.com)>  
**Subject:** Eiger - Corden Pharma Issues / Administrative Claim Scheduling

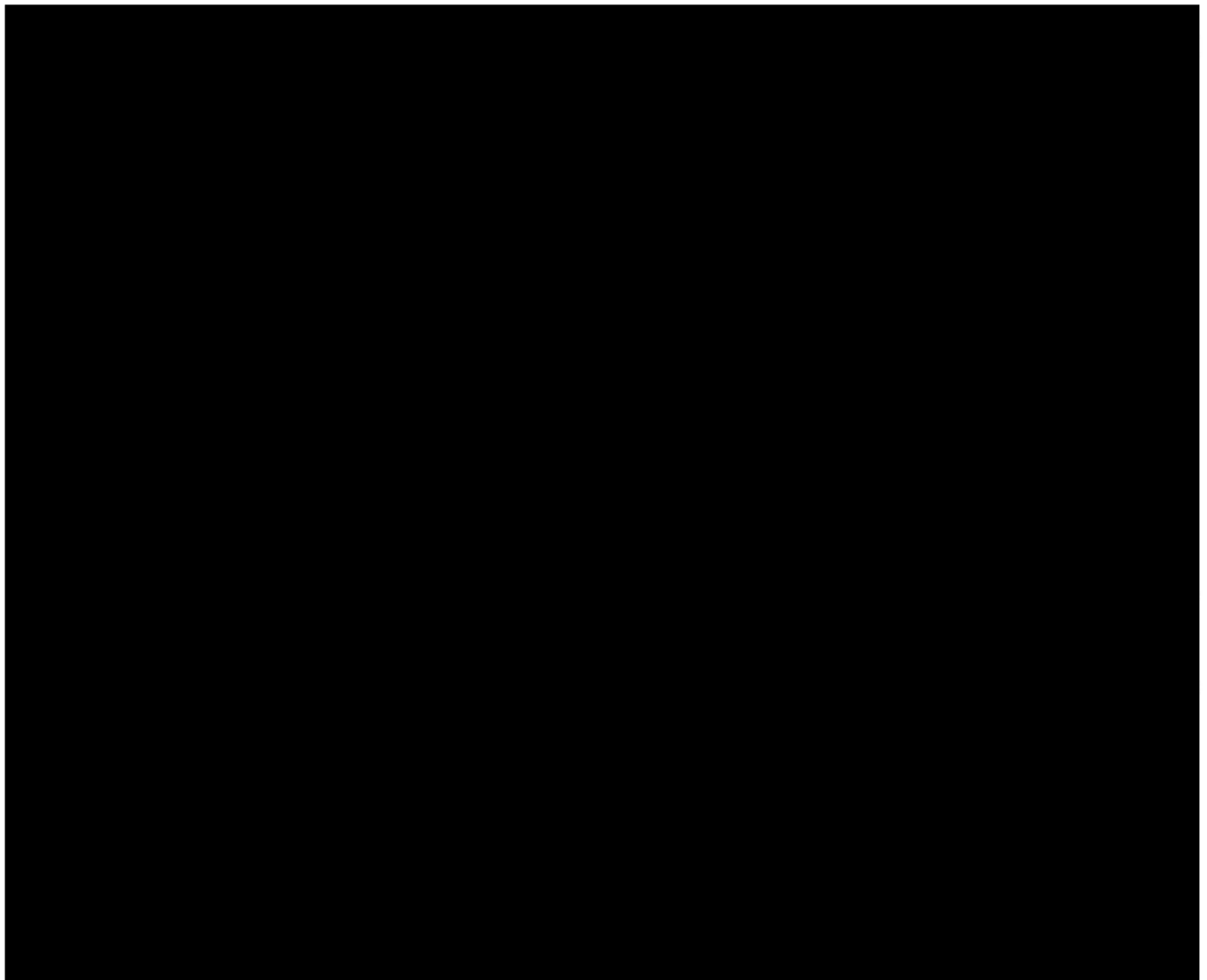


Warren and Rachel (copying Gary + counsel for visibility):

Two important issues to raise with you.

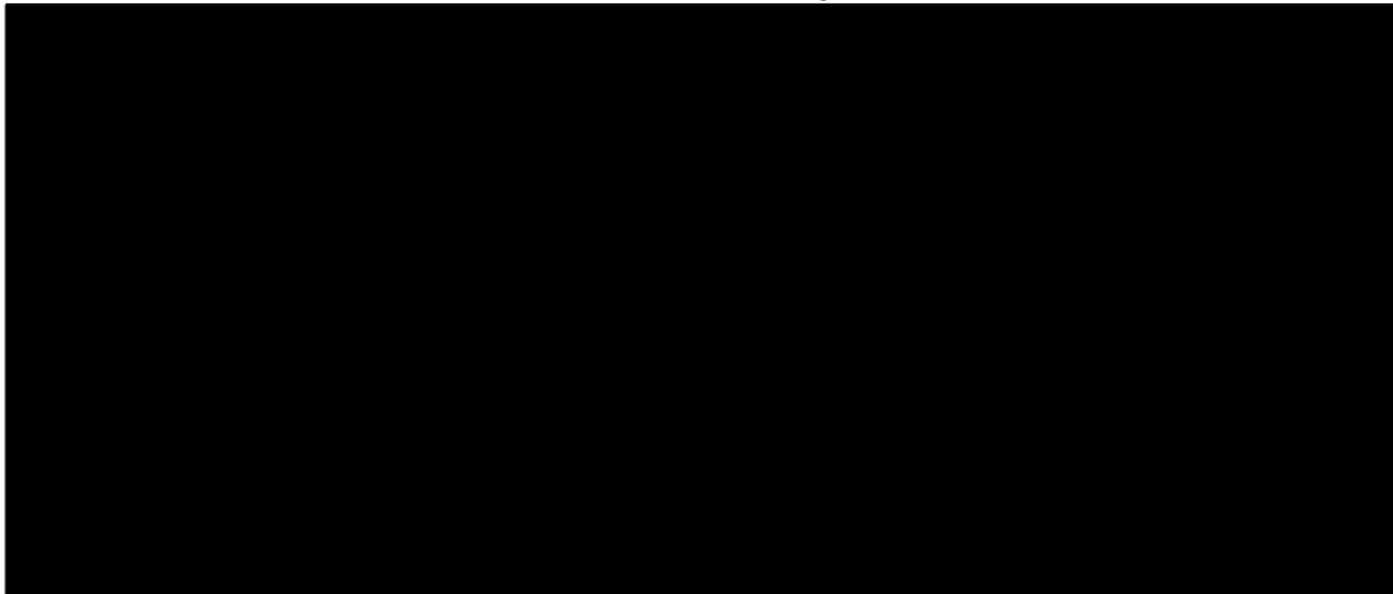


**Background:**

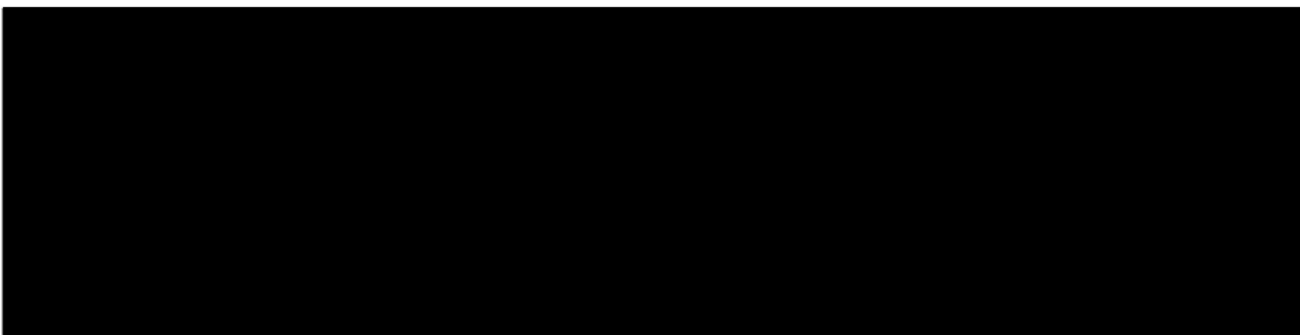


**Regulatory Information:**





**Rights to Data:**



**Immediate Assistance:**

As noted, Sentynl requires your immediate assistance for Sentynl to obtain access to the data held by Corden and owned by Sentynl without any intervention, obstruction, or involvement of Eiger Inno.

Please confirm via reply email that you have received this email and provide us with your plans for remedying this issue not later than Thursday, January 2, 2025, at 11:00 AM ET.

**Second**, Judge Jernigan's clerk has asked us to upload the order approving our motion for approval of our administrative claim. As you recall, we filed that motion as a placeholder with the expectation that it would lead to discussions concerning the consensual allowance of an administrative claim. It appears that we may need to accelerate those discussions and/or set a schedule to resolve the motion. Please let us know when you have time to discuss next steps, as we indicated we would get back to the clerk by the end of the week.

Best,

Josh

**Joshua D. Morse | Partner**

Pillsbury Winthrop Shaw Pittman LLP

Four Embarcadero Center, 22nd Floor | San Francisco, CA 94111-5998

t +1.415.983.1202 | m +1.415.309.6833

Joshua.Morse@Pillsburylaw.com | website bio

AUSTIN BEIJING HONG KONG HOUSTON LONDON LOS ANGELES  
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# **Exhibit U**

**From: Eiger Biopharmaceuticals, Inc.**

**July 8, 2024**

2155 Park Blvd  
Palo Alto, CA 94306

**To: Lonza API**

1234 Industrial Way  
Bend, OR 97701

Dear **Richard Nkansah**

Subject: Transfer of Global Rights for Zokinvy

We are writing to inform you that Eiger Biopharmaceuticals, Inc. has sold the global rights to manufacture and sell Zokinvy to Sentynyl Therapeutics, Inc., effective May 6, 2024. Sentynyl Therapeutics, Inc. is located at 1000 Solana Beach Drive, Solana Beach, CA 92075.

We appreciate your cooperation with Sentynyl Therapeutics in facilitating a smooth and efficient transition. Should you have any questions or require further information, please do not hesitate to contact us.

Thank you for your attention to this matter.

Sincerely,

Christopher Kurtz

CTO

Eiger Biopharmaceuticals, Inc.