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

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

**EIT PHARMA, INC.’S RESPONSE
TO EXPEDITED MOTION FOR INTERIM EQUITABLE
RELIEF AND EMERGENCY MOTION TO ADJOURN OR CONTINUE HEARING**

EIT Pharma, Inc., formerly known as Eiger InnoTherapeutics, Inc., (“EIT”), files this Response (the “Response”) to Sentynl Therapeutics, Inc.’s (“Sentynl,” and together with EIT, the “Parties”) *Expedited Motion for Interim Equitable Relief* [Docket No. 834] (the “Motion”).² Through this Response, EIT (i) objects to the Motion, and (ii) requests an adjournment or

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

² Capitalized terms not defined herein have the meaning as defined in Sentynl’s Motion.



continuance of the hearing on the Motion currently set for April 29, 2025 at 9:30 am (prevailing Central Time) (the “Hearing”). In support of the Response, EIT respectfully represents as follows:

1. There is no need for the Court to conduct a hearing or rule upon the Motion. The Parties are on the brink of an interim settlement relating to the matters contained in the Motion that would provide Sentynl with access to the items identified in the Motion. At the eleventh hour, Sentynl insisted on additional verification with respect to one single item—the **only** item for which EIT requested immediate access for itself. The Parties are working together to secure the necessary verification(s) in short order, which would moot the Motion. Instead of continuing the Hearing to give the Parties a reasonable time to work with third parties to obtain the requested verification(s), however, Sentynl is doggedly insisting that the Hearing proceed.³

2. Almost immediately after the status conference on April 15, 2025, the Parties began negotiating an interim settlement. EIT has negotiated with Sentynl in good faith to “free up the supply chain” (as characterized by Sentynl) for **both parties**. The interim settlement would provide Sentynl with access to certain data, information, and records to commercialize Zokinvy—items Sentynl characterizes as “Urgent Validation Materials, Records, and Data” in its Motion. EIT has agreed Corden⁴ may provide Sentynl with access to **all** such Urgent Validation Materials, Records, and Data that are the subject of the Motion.

³ Notably, neither the Motion nor the Hearing would have been necessary if Sentynl had allowed the Court to hear and rule on *EIT’s Emergency Motion to Confirm the Terms of the Lonafarnib/Lambda Sale Order* [Docket No. 787] (the “Motion to Confirm”) at the April 15, 2025 hearing. EIT could have efficiently reached out to Corden who would have obtained the assurance that it needed to release items owned by EIT and Sentynl respectively, and the Parties would be on the road to commercializing and delivering their respective drugs to those in need around the world. Instead, Sentynl has focused its resources on pursuing needless litigation that otherwise distracts from the matters set by the agreed scheduling order [Docket No. 828].

⁴ “Corden” refers to Corden Pharma International and/or any affiliate including Corden Pharma Colorado and Corden Pharma International GmbH.

3. EIT only asked for one thing in return: that Sentynl agree to Corden's release of a specific batch of unfinished materials to EIT (that is not part of Sentynl's own inventory) (the "Batch"). The Batch is *vital* for EIT to finalize its regulatory requirements with the FDA and commence the process of bringing its drug to the patients who need it. By way of background, prior to the Debtors' sales of assets to Sentynl and then EIT, a batch of material was split. A portion of that batch was processed by Corden and sent to Lonza⁵ (the "Finished Batch"). It is EIT's understanding that the remaining portion of the batch (the Batch defined above) still resides with Corden. The Parties agree the Finished Batch held at Lonza was sold to Sentynl and the separate, unfinished Batch believed to be held at Corden was sold to EIT. But Sentynl has recently (on the eve of EIT's deadline to respond to the Motion) feigned a concern that Sentynl *could potentially* have rights to the Batch due to some ostensible inaccuracy in the inventory reporting by either Corden and/or Lonza, and therefore Sentynl is unwilling to allow EIT access to it even under an interim settlement. (This is beyond ironic, given that EIT has agreed to allow Sentynl access to items that EIT believes EIT owns, while also working extensively to address Sentynl's alleged concern about ownership of the Batch.)

4. Indeed, EIT has provided evidence that the Batch is not and cannot be owned by Sentynl. Based on the most recently available information as of December 2024, EIT is informed that the Finished Batch belonging to Sentynl is held at Lonza in its entirety. EIT has relayed that information to Sentynl, and it is EIT's understanding that Lonza also separately provided the same to Sentynl. Although EIT provided documentation that proves exactly what Sentynl seeks to verify, Sentynl has nonetheless demanded a physical inventory be conducted by Corden and Lonza.

⁵ "Lonza" refers to Lonza Bend Research, Inc. f.k.a Bend Research Inc.

5. Following receipt of this demand on Wednesday, April 23, 2025, EIT contacted Lonza regarding confirmation of their inventory.⁶ However, Lonza would not speak directly to EIT alone on the issue. As a result, the Parties jointly contacted Lonza on Thursday, April 24, 2025. Lonza independently confirmed it is holding the Finished Batch in the amount claimed by Sentynl, but Sentynl is still insisting that a physical inventory be completed before Tuesday, April 29, 2025. EIT is unaware of what—if any—basis Sentynl has for believing Lonza’s records are inaccurate. Verification from Lonza that Sentynl’s Finished Batch is held at Lonza should be the end of the inquiry; however, Sentynl also demanded that Corden provide verification that it has the Batch that EIT believes it owns. Although EIT asserts this verification from Corden is unnecessary, on Thursday, April 24, 2025, EIT also contacted Corden and Sentynl about an inventory of the Batch, including Sentynl on the correspondence. Corden has not yet provided a response—but EIT was previously informed by Corden that the Batch is at Corden. Consequently, and in furtherance of a consensual resolution—which now involves just one matter outside the control of either Sentynl or EIT—more time is required for Corden and Lonza to provide the inventory demanded by Sentynl.

6. As the Court knows, the underlying material Sentynl is demanding is necessary for **both** EIT and Sentynl to bring their products to market, and EIT has its own specific, immediate needs to move forward with its own drug—which is why EIT filed its Motion to Confirm in the first place. But Sentynl’s tactics have prevented the third parties with whom EIT contracts from providing EIT access to the services and items it purchased from the Debtors, completely blocking EIT from moving forward with its own approval and manufacturing process.

⁶ It should be noted that Sentynl could have reached out to Lonza on its own with regard to verifying the amount of the Finished Batch—which is Sentynl’s own inventory—held at Lonza, but Sentynl instead put the burden on EIT to verify the amount of Sentynl’s own Finished Batch.

7. This micro-episode is indicative of how Sentynl has conducted its affairs from the get-go by manufacturing or arguing false emergencies that could be resolved outside of court. EIT has continuously attempted to reach a business resolution with Sentynl extending back to the Fall of 2024, if not earlier. As is clear through the various filings made to date in this matter, Sentynl prefers to litigate rather than take a commercial approach. *Sentynl* is the blockade to immediate release of materials critical to *both* Parties. *Sentynl* is causing further harm and further delay to EIT, not the other way around. Sentynl is, once again, preventing a business solution to a problem of its own creation.

8. Accordingly, the Court should either deny the Motion pending mediation and trial or adjourn/continue the Hearing to give the Parties sufficient and reasonable time to work with Corden and Lonza to secure the information Sentynl is demanding. Alternatively, if the Hearing proceeds, the Court should order *Sentynl* to authorize Corden to release the Batch immediately to EIT.

WHEREFORE, EIT respectfully requests that the Court enter an order (i) either (a) adjourning or otherwise continuing the Hearing on Sentynl's Motion, (b) denying Sentynl's Motion, or (c) directing Sentynl to communicate its assent to Corden to release the Batch to EIT; and (ii) granting such other and further relief as may be just and proper.

Respectfully submitted this 25th day of April, 2025.

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By: /s/ Jason S. Brookner

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Certificate of Service

The undersigned hereby certifies that on the 25th day of April, 2025, he caused a true and correct copy of the foregoing document to be served via the Court's CM/ECF system and on the following party via email.

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