

**MCKOOL SMITH, PC**

John J. Sparacino (TX Bar No. 18873700)  
S. Margie Venus (TX Bar No. 20545900)  
600 Travis Street, Suite 7000  
Houston, Texas 77002  
Telephone: (713) 485-7300  
Facsimile: (713) 485-7344  
Email: jsparacino@mckoolsmith.com  
Email: mvenus@mckoolsmith.com

Travis E. DeArman (TX Bar No. 24074117)  
300 Crescent Court, Suite 1200  
Houston, Texas 75201  
Telephone: (214) 978-4000  
Facsimile: (214) 978-4044  
Email: tdearman@mckoolsmith.com

*Counsel for the Liquidating Trustee, Dundon  
Advisers LLC*

**PORZIO, BROMBERG & NEWMAN, P.C.**

Warren J. Martin Jr. (admitted *pro hac vice*)  
Rachel A. Parisi (admitted *pro hac vice*)  
100 Southgate Parkway  
P.O. Box 1997  
Morristown, New Jersey 07962-1997  
Telephone: (973) 538-4006  
Facsimile: (973) 538-5146  
Email: WJMartin@pbnlaw.com  
Email: RAParisi@pbnlaw.com

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

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

**OBJECTION AND RESPONSE OF THE LIQUIDATING TRUSTEE AND PLAN  
ADMINISTRATOR TO MOTION FOR ALLOWANCE OF ADMINISTRATIVE  
EXPENSE CLAIM OF SENTYNL THERAPEUTICS, INC.**

**If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txnb.uscourts.gov/> no more than thirty-one (31) days after the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk and filed on the docket no more than thirty-one (31) days after the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

---

<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 Ave., Dallas, Texas 75201.

Dundon Advisers LLC, c/o Joshua Nahas, in its capacity as liquidating trustee (the “Liquidating Trustee”) of the liquidating trust of Eiger BioPharmaceuticals, Inc., *et al.* (the “Debtors” or “Eiger”), by and through its undersigned counsel, and the Plan Administrator appointed pursuant to the Fifth Amended Joint Plan of Liquidation of Eiger Biopharmaceuticals, Inc. and its Debtor Affiliates, hereby object (this “Objection”) to the administrative expense claim filed by Sentynl Therapeutics, Inc. (“Sentynl”). In support of this Objection, the Liquidating Trustee submits the accompanying *Declaration of Joshua Nahas in Support of the Liquidating Trustee’s Objection to Administrative Expense Claim Filed by Sentynl Therapeutics, Inc.* (the “Nahas Decl.”), which is fully incorporated by reference herein, and respectfully represents as follows:

### **PRELIMINARY STATEMENT**

1. As this Court is aware, the Debtors’ bankruptcy cases culminated in confirmation of a plan of liquidation [Docket No. 639] (the “Plan”) on September 5, 2024 after an orderly and efficient chapter 11 process that saw the Debtors sell substantially all of their assets and effectuate a value-maximizing process for all major constituents. At confirmation, the stellar results achieved were expected to pay unsecured creditors in full and return a substantial dividend to equity. On November 1, 2024, Sentynl, the purchaser of the Debtors’ asset, Zokinvy, filed a *Motion for Allowance of Administrative Expense Claim* [Docket No. 729] (the “Sentynl Administrative Claim”). If the Sentynl Administrative Claim is meritorious, none of this will happen.<sup>2</sup>

---

<sup>2</sup> Pursuant to the Plan, the claims of unsecured creditors bear interest at the applicable contract rate, the Federal Judgment Rate, or such other rate as determined by the Bankruptcy Court. *See* Plan, Docket No. 639, at Article III.(4)(b). The delay caused by the imposition of the Sentynl Administrative Claim has a continuing deleterious effect on the Liquidating Trustee’s anticipated distributions to equity securityholders.

2. The success of these cases revolved around the sale of three assets during the pendency of the chapter 11 proceeding: (1) Zokinvy, a commercial progeria therapeutic, to Sentynl; (2) Avexitide, a drug being developed to treat post-bariatric hypoglycemia (PBH) and congenital hyperinsulinism, to Amylyx Pharmaceuticals; and (3) lonafarnib for hepatitis D virus (HDV), to Eiger InnoTherapeutics, Inc. (“Inno”).<sup>3</sup> On April 24, 2024, the Court entered an order [Docket No. 162] authorizing and approving entry into an asset purchase agreement to sell Zokinvy to Sentynl for \$42.2 million (the “Sentynl APA”), and the sale closed on May 3, 2024 (“Closing Date”). *See* Docket No. 214.

3. Certain transition services were called for under the Sentynl APA, and since the Closing Date, the estate has worked closely with Sentynl to ensure that representatives of the estate fulfilled all obligations to Sentynl. These efforts have continued unabated post September 30, 2024 (the “Effective Date”) with the Liquidating Trustee and the Plan Administrator cooperating to assist Sentynl with all requested transition issues Sentynl alleges it is encountering (whether such services have been required by the Sentynl APA or not).

4. Unfortunately, notwithstanding the fact that both the Debtor, pre-Effective Date, and the estate’s post-Effective Date representatives have met, completed and exceeded all of the contractually required transition services under the Sentynl APA, Sentynl presents to this Court the Sentynl Administrative Claim far in excess of the total asset value of this estate.

5. Of note, the Sentynl Administrative Claim essentially seeks return of the entire \$42.2 million purchase price it paid for Zokinvy (an amount that is almost four times larger than the cash currently in reserve with the Liquidating Trustee and intended for distribution to

---

<sup>3</sup> Notably, both Zokinvy and lonafarnib for hepatitis D virus (HDV) are comprised of the same molecule: lonafarnib, but simply used for different indications.

unsecured creditors and equity holders).<sup>4</sup> By this objection, the Liquidating Trustee and Plan Administrator request that this Court expunge/dismiss Sentynl’s baseless claim in order to allow the Liquidating Trustee to make distributions consistent with its duties and responsibilities under the Plan.

### **RELEVANT BACKGROUND**

6. On November 1, 2024, Sentynl, the purchaser of the Debtors’ asset, Zokinvy, filed the Sentynl Administrative Claim, outlining a purported \$42,200,000 administrative claim related to an alleged post-petition breach by the Eiger estate of the Sentynl APA.<sup>5</sup> The claim alleges two APA breaches by the estate, each of which allegedly deprived Sentynl of the benefit of its bargain: (1) the automatic assignment of the Eiger contract with Bend Research, Inc., a Lonza Company (“Lonza”) to Inno, which allegedly breached the estate’s representation to use reasonable efforts not to assign the Lonza contract to a third party in a way that would not impair Sentynl’s ability to commercialize Zokinvy; and (2) the Debtors’ alleged failure to deliver certain “Regulatory Information” to Sentynl under the Sentynl APA.

#### **I. Lonza**

7. In connection with the closing of the Sentynl APA and pursuant to an agreed upon sublicense agreement (the “Sublicense Agreement”) between the Debtor and Sentynl,<sup>6</sup> the parties

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>4</sup> It presents the Sentynl Administrative Claim notwithstanding the fact that it has clearly received the benefit of its bargain as it continues to market and sell the Zokinvy product.

<sup>5</sup> The Sentynl APA is attached to the Nahas Decl. as **Exhibit A**.

<sup>6</sup> See Section 10.2 of the Sentynl APA: “10.2 Entire Agreement. This Agreement, including the Exhibits and Schedules hereto, the Confidentiality Agreement and the Related Documents, contain the entire understanding of the parties hereto with respect to the subject matter contained herein and therein.” The definition of “Related Documents” in the Sentynl APA includes the Sublicense Agreement.

[REDACTED]  
[REDACTED] See Nahas Decl., at Exhibit B

(Sublicense Agreement, at Section 3.7) (emphasis added). [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

8. [REDACTED]  
[REDACTED]  
[REDACTED] | [REDACTED]  
[REDACTED]

9. [REDACTED] however, in connection with the proposed sale of Lonafarnib for HDV to Inno, which sale agreement was negotiated long after the closing on the Sentyln APA, the Debtor and Inno did agree that the Lonza Contract would be assigned to Inno no later than November 3, 2024. Not coincidentally, that date would be precisely 6 months following the closing on the Sentyln APA, [REDACTED]  
[REDACTED]  
[REDACTED] See Para 7 hereof, *supra*. Thus, the asset purchase agreement between Eiger Bio and Inno with respect to the Lonafarnib application for HDV (the “Inno APA”),<sup>8</sup> which was approved by the Bankruptcy Court on August 21, 2024 (*see* Docket No. 558), includes the Lonza

---

<sup>7</sup> [REDACTED]  
[REDACTED]

<sup>8</sup> See Inno APA, attached to the Nahas Decl. as Exhibit C; *see also* Notice of Closing of Lonafarnib/Lambda Sale Transactions [Docket No. 616] (“Inno Notice of Closing”), specifically, Exhibits A and B thereto (Assigned Contracts), attached to the Nahas Decl. as Exhibit D.

Contract under the defined term “Existing Manufacturing Contract,” which is a contract that is being assigned to Inno. *See* Inno Notice of Closing.<sup>9</sup>

10. Specifically, the Inno APA provided that the Lonza Contract, among others, would be assigned to Inno **on the earlier of** (i) November 3, 2024, (ii) the date that Sentyln obtains a new agreement for substantially the same services as those provided to seller by Lonza under the relevant agreement prior to May 3, 2024, and (iii) the date that Inno and Sentyln agree to arrangements for the supply of lonafarnib to Sentyln under the Lonza Contract following its assignment to Inno. *See* Nahas Decl., at **Exhibit C** (Inno APA, at definition of “Existing Manufacturing Contract Transfer Date”; Section 2.1(a); and Section 7.11). Notably, if the earlier milestone date was not achieved by Sentyln, *see* Para. 7, *supra*, the assignment of the Lonza Contract to Inno was pre-approved under the Inno APA and would occur “automatically” on November 3, 2024.

11. Sentyln was aware of the 6-month time frame, [REDACTED] as well as the identical November 3, 2024 date contained in the Inno APA, which was filed on the docket and approved by this Court.

12. So, what was the estate’s obligation to Sentyln with respect to the Lonza Contract? [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>9</sup> While not on the docket, the final schedule 2.1(a) (Assigned Contracts) to the Inno APA also includes the Lonza Contract.

[REDACTED] See Nahas Decl., at **Exhibit B** (Sublicense Agreement, at Section 3.7) (emphasis added).<sup>10</sup>

13. As the November 3<sup>rd</sup> automatic assignment date approached, the Liquidating Trustee was contacted by Sentynl’s attorneys, who advised that: (i) Sentynl had not obtained an alternate source for the Lonza “spray” component of the manufacturing process, (ii) it was difficult to do so and that Sentynl now realized that it needed Lonza, (iii) the Lonza Contract contains an “exclusivity” provision, which, if enforced by Inno post November 3, 2024, would prevent Sentynl from even having the option of separately contracting with Lonza for the spray dispersion service, and that therefore, (iv) if November 3, 2024 came and went (the automatic assignment date of the Lonza Contract to Inno) Sentynl would suffer damages the estate would be liable for because Eiger would not have [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] See Nahas Decl., at ¶ 9, and **Exhibit B** (Sublicense Agreement, at Section 3.7) (emphasis added).

14. Without itemizing the “reasonable efforts” Eiger went through [REDACTED]

[REDACTED] or to find another spray dispersion services provider, [REDACTED]  
[REDACTED]  
[REDACTED] the Liquidating Trustee and Plan Administrator continued to do more.

---

<sup>10</sup> Notably, under the Inno APA, Inno is obligated to “negotiate in good faith with the Zokinvy Buyer [Sentynl] a Zokinvy Buyer Agreement which addresses the following matters: ... (f) supply by [Inno] to [Sentynl] of the Zokinvy Product under [Inno’s] rights under the Existing Manufacturing Contracts [including the Lonza Contract] after the Existing Manufacturing Contract Transfer Date for such Existing Manufacturing Contract.” See Inno APA, **Exhibit C** to the Nahas Decl., at Section 7.12.

15. First, and consistent with the estate's obligations [REDACTED]

[REDACTED] the estate requested (and received) multiple extensions of the automatic assignment date of the Lonza Contract (November 3<sup>rd</sup>) from Inno, and proceeded to negotiate extensively with Inno and Sentynl with respect to finding a solution for providing Sentynl with Lonza's service. *See* Nahas Decl., at ¶ 10-11.

16. Second, using the extra time provided, the Liquidating Trustee<sup>11</sup> was able to enter into an agreement with Inno whereby Inno became obligated to supply requested lonafarnib product to Sentynl at cost, subject to reasonable and market overhead. That settlement agreement with Inno (the "Inno Settlement Agreement") is attached to the Nahas Decl. as Exhibit E. Before entering the Inno Settlement Agreement, the Debtors had obligated Inno to use good faith efforts to negotiate an agreement with Sentynl to supply Sentynl with Lonza product under the Lonza Contract. *See* Nahas Decl., at Exhibit C (Inno APA, at Section 7.12). While the Liquidating Trustee believes that such obligation included in the Inno APA already constituted "reasonable efforts" of the estate, the Inno Settlement Agreement now goes further insofar as it accomplishes the goal itself, i.e., it actually assures Sentynl the ability to obtain product with Lonza's spray dispersion services. The efforts were not only reasonable, but they succeeded. *See id.*, at ¶ 12.

## II. Regulatory Obligations

17. The second and final component<sup>12</sup> of Sentynl's Administrative Claim is that Sentynl claims that Eiger was obligated to (and failed to) transfer to Sentynl data from the

---

<sup>11</sup> Pursuant to the corporate successorship transaction called for pursuant to Eiger's Chapter 11 Plan, the Liquidating Trustee is now the 100% owner of Eiger Biopharmaceuticals, LLC, successor-in-interest to Eiger Biopharmaceuticals, Inc., the counterparty to the Lonza Contract.

<sup>12</sup> The Sentynl Administrative Claim also alleged breaches regarding the periodic reporting obligations, including the Development Safety Update Reports (the "DSUR"). Sentynl received the relevant information from the Debtors and/or Inno relevant to the DSUR for purposes of the November 29, 2024 reporting obligation, thus rendering this aspect of the administrative claim moot. *See* Nahas Decl., at ¶13.



lonafarnib global safety database.<sup>13</sup> Sentynl references the Debtors' obligations under the Sentynl APA and Sublicense Agreement to transfer and/or license data and "Regulatory Information" necessary for Sentynl to commercialize Zokinvy.

18. More precisely, [REDACTED]

[REDACTED]

[REDACTED]

See Nahas Decl., at **Exhibit B** (Sublicense Agreement, at Section 3.5). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *See id.* at

Section 5.3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>13</sup> [REDACTED]

<sup>14</sup> [REDACTED] *See Nahas Decl., at **Exhibit B** (Sublicense Agreement, at Definition 1.57).*

<sup>15</sup> Section 3.8 of the Sublicense Agreement also provides [REDACTED]

[REDACTED]

19. Based on the above, Sentynl contended that it was entitled to a copy of the lonafarnib global safety database (and the information contained therein), which database was previously owned and controlled by the Debtors. The lonafarnib global safety database is maintained by a third-party provider, IQVIA. Of note, the IQVIA executory contracts (like the Lonza Contract addressed in Section I above) were assumed and assigned to Inno in these chapter 11 proceedings, on notice to Sentynl. *See* Nahas Decl., at **Exhibit D** (Inno Notice of Closing). Prior to the assignment to Inno, the Debtors directed IQVIA to share a copy of the global safety database with Sentynl. Specifically, on September 30, 2024, general counsel of the Debtors wrote to IQVIA and instructed as follows: “Subject to the confidentiality restrictions in the applicable MSA and in compliance with any other applicable legal restrictions, you are authorized to confidentially transfer an encrypted electronic copy of the entire global safety databases for lonafarnib to Sentynl Therapeutics, Inc. (“Sentynl”) following receipt of transfer instructions in compliance with applicable laws from Sentynl. Sentynl’s employees and outside counsel from Pillsbury Winthrop Shaw Pittman LLP are copied here and will follow up with you.” *See* Nahas Decl., at **Exhibit F** (September 30, 2024 email from Debtor to IQVIA), and ¶ 15.

20. Due to factors not directly known to the Liquidating Trustee, IQVIA did not share such database with Sentynl at that time.<sup>16</sup> *See id.*, at ¶ 16.

21. Given the assignment of the IQVIA relationship to Inno, which included the transfer of the lonafarnib global safety database (and its contents) to Inno, the Liquidating Trustee determined that the best path forward to meet Sentynl’s demands would be to enter into

---

<sup>16</sup> Notwithstanding that Sentynl had months to receive a copy of the global safety database prior to the assignment of the IQVIA contract to Inno, upon information and belief, Sentynl did not have the appropriate infrastructure in place to receive the information at that time.

the Inno Settlement Agreement, which settlement facilitated the entry of a pharmacovigilance agreement between Inno and Sentynl, whereby Inno has directed IQVIA to transfer a default copy of the global safety database to Sentynl and to work directly with Sentynl in that regard.

See Nahas Decl. at ¶ 17, and **Exhibit E** (Inno Settlement Agreement).

22. Pursuant to the Inno Settlement agreement, entered on December 18, 2024, the Liquidating Trustee required Inno, as the owner of the IQVIA contract to:

immediately direct IQVIA to transfer to Sentynl a default copy of the Global Safety Database (the “Default Copy”) maintained by IQVIA, (as well as any other required regulatory information maintained by IQVIA), pursuant to Inno’s Third-Party Contract with IQVIA (the “IQVIA Transfer”). The IQVIA Transfer shall be effectuated as immediately as possible in accordance with IQVIA’s standard operating procedures.

Nahas Decl., at. ¶ 18, and **Exhibit E** (Inno Settlement Agreement). That same day, in accordance with the Settlement Agreement, Inno sent an email to IQVIA with the following instructions:

Through this email, I hereby instruct IQVIA to (i) create a copy of the legacy lonafarnib global safety database in its current form held under Inno’s account at IQVIA (the “Default Copy”), and (ii) transfer such Default Copy to Sentynl to its account at IQVIA or any other third party service provider (the “IQVIA Transfer”), with such transfer to be performed in accordance with IQVIA’s standard operating procedures. Inno consents to Sentynl immediately contracting directly with IQVIA for work following receipt of the Default Copy, including any customization thereof required for such product-specific Zokinvy GSDB (any such contract, the “Sentynl/IQVIA Contract”) and consents to Sentynl and IQVIA using the Default Copy for such purposes.

Nahas Decl., at ¶ 19, and **Exhibit G** (December 18<sup>th</sup> email from Inno to IQVIA). Notably, through the intercession of the Liquidating Trustee, the express language of Inno’s above email to IQVIA was shared with Sentynl in advance, and Sentynl’s general counsel made changes and agreed to its form and substance. See Nahas Decl., at ¶ 20.

23. Finally, and also as a result of the efforts of the Liquidating Trustee, Sentynl and Inno entered into an industry standard Pharmacovigilance Agreement (“PVA”) on December 19,

2024 governing cooperation among the two purchasers with respect to sharing data for AEs and the like. A copy of the fully executed PVA is annexed to the Nahas Decl. as **Exhibit H**.

24. As a result of the above, the component of Sentynl's Administrative Claim wherein Sentynl alleges that Eiger was obligated to (and failed to) transfer to Sentynl data from the lonafarnib global safety database must fail insofar as the Liquidating Trustee went above and beyond to complete all steps necessary for the transfer of the database.

### III. Other Requests

25. Although not included in the Sentynl Administrative Claim, Sentynl has informally asserted to the Liquidating Trustee that the estate failed to provide Sentynl with certain other data and information relevant to Zokinvy.

26. Based on this allegation, the Liquidating Trustee retained Charissa Bondy, the Debtor's former Executive Director of Quality Assurance for Eiger, to work with Sentynl on each and every information and document request. *See* Nahas Decl., at ¶ 23.

27. Ms. Bondy identified three categories of requested data during her review: (1) information that had been previously shared with Sentynl; (2) information that had not been previously shared with Sentynl and that existed within the Debtors' systems; and (3) information that the Debtors could not locate in any of their systems but that may be housed with third parties. With respect to (1) and (2), Ms. Bondy shared (or re-shared, as appropriate), such information with Sentynl. With respect to (3), Ms. Bondy reached out to certain third parties and requested that they share information created for the Debtors with Sentynl. *See* Nahas Decl., at ¶ 24. A copy of Ms. Bondy's log, showing the vast amount of data transferred to Sentynl in compliance with Sentynl's requests, is attached to the Nahas Decl. as **Exhibit I**.

28. As of today's date, the estate is aware of only one document that has been requested from a third party that has not yet been shared with Sentynl. Inno has requested such

information and intends to share it with the estate and Sentynl upon receipt. *See* Nahas Decl., at ¶ 25.

### **OBJECTION**

29. Unlike in the proof of claim context, where a proof of claim constitutes prima facie evidence of the nature and the amount of the debt which the debtor must rebut, “[i]n an application for administrative expense, the burden of proof by a preponderance of the evidence is on the movant.” *See, e.g., In re New WEI, Inc.*, No. 15-02741-TOM-7, 2018 WL 1115200, at \*3 (Bankr. N.D. Ala. 2018); *In re TransAmerican Nat. Gas Corp.*, 978 F.2d 1409,1416 (5th Cir. 1992) (“[Creditor] had the burden of proving that its claim was for ‘actual, necessary costs and expenses of preserving the estate’”); *see also Woods v. City Nat. Bank & Trust Co. of Chicago*, 312 U.S. 262, 268 (1941) (explaining that claims for “expenses in connection with the reorganization ... may be allowed,” but that “[t]he claimant ... has the burden of proving [such claims’] worth”).

30. Sentynl’s administrative claim is based on an alleged failure by the estate to meet its contractual obligations with respect to transition services. As evidenced by the facts set forth in the Declaration of Joshua Nahas and herein, the estate has not only met, but has gone far above and beyond its contractual obligations to Sentynl. As a result, Sentynl has not and cannot evidence any claim against the estate. *See In re Jobs.com, Inc.*, 283 B.R. 209, 220 (Bankr. N.D. Tex. 2002) (“[an] entity’s claim is not allowable in a bankruptcy case ... unless the claim is enforceable against the debtor under an agreement or applicable nonbankruptcy law.”).

#### **I. Lonza**

31. With regard to Lonza, [REDACTED]

[REDACTED] *See* Nahas Decl., at **Exhibit B** (Sublicense Agreement, at Section 3.6 and Schedule 3.6). The estate’s only obligation to Sentynl

was to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

32. First, [REDACTED] to find an alternative manufacturer to assist with the spray dried dispersion services previously provided to the estate by Lonza pursuant to the Lonza Contract. Second, the estate built into the Inno APA that Inno “shall negotiate in good faith with [Sentynl] a Zokinvy Buyer Agreement which addresses the following matters: ... (f) supply by [Inno] to Sentynl of the Zokinvy Product under [Inno’s] rights under the Existing Manufacturing Contracts [such as the Lonza Contract] after the Existing Manufacturing Contract Transfer Date for such Existing Manufacturing Contract.” Thus, the estate obligated Inno to work in good faith with Sentynl to ensure that Sentynl is supplied with “Zokinvy Product” under Inno’s contracts, including the Lonza Contract. And finally, beyond best efforts, the estate negotiated the Inno Settlement Agreement, which provides expressly that

at Sentynl’s request, Inno shall supply Sentynl with bulk finish drug product intermediate containing the Molecule [Lonafarnib] that Lonza (Bend) manufacturers for Inno under the [Lonza Contract] (the “Material”) solely for use with Zokinvy for the treatment of Progeria, which shall continue to be manufactured in accordance with the terms of the [Lonza Contract], at Inno’s cost of manufacturing the Material plus a reasonable markup to compensate Inno for related overhead (such markup to be consistent with arms-length, market rate markups in the industry for similar supply arrangements), such that Sentynl is in substantially no worse position in obtaining its requirements of the Material for use

with Zokinvy for the treatment of Progeria had Sentynl been able to contract directly with Lonza (Bend).

(Emphasis added). *See* Nahas Decl., at **Exhibit E** (Inno Settlement Agreement).

33. Without the Settlement Agreement, which the Liquidating Trustee negotiated with Inno for Sentynl's benefit, Sentynl would not have been permitted to utilize Lonza for services related to its Zokinvy product due to the exclusivity provision in the Lonza Contract.<sup>17</sup> Based upon Inno's new obligation negotiated by the Liquidating Trustee to supply Sentynl, Sentynl's hypothetical, contingent, and unliquidated claim regarding the Lonza Contract (specifically, regarding a potential interference to Sentynl's manufacturing process) is rendered entirely moot. And more importantly, the estate has satisfied its contractual obligations to Sentynl by using reasonable efforts that resulted in the assignment of the Lonza Contract to Inno with Inno's commitment to a supply obligation to Sentynl. This was accomplished in the face of what Sentynl knew when it entered into the Sentynl APA, which was that it would not be receiving the Lonza contract, and further that the Lonza contract contained an exclusivity provision. This was also accomplished in the face of what Sentynl knew as it watched the APA with Inno unfold in early September of 2024, which included the impending automatic assignment of the Lonza Contract to Inno on November 3, 2024.<sup>18</sup>

## II. Regulatory Information

34. As an initial matter, there is no obligation in the Sentynl APA to transfer a copy of the Global Safety Database to Sentynl. [REDACTED]

---

<sup>17</sup> Inno's supply obligations should provide a financial benefit to Sentynl that it could not achieve on its own, insofar as under the Settlement Agreement, Sentynl will be able to capitalize on volume discounts Inno will receive – expressly set forth in the Lonza contract – that would otherwise not be available to Sentynl.

<sup>18</sup> Notably, under the Inno APA, the Debtor was obligated “[not to] amend any of the Existing Manufacturing Contracts [which includes the Lonza Contract] in a manner that adversely affects the rights granted to Purchaser under this Agreement or Purchaser's ability to Commercialize any Lonafarnib Antiviral Products, ...” *See* Inno APA, at Section 7.11.

[REDACTED]

[REDACTED] *See, e.g.,* Nahas Decl., at **Exhibit B** (Sublicense Agreement at Section 5.1(c); and at Section 5.3). Without question, the estate has complied with its obligations to transfer [REDACTED]

[REDACTED] *See* Nahas Decl., at ¶¶ 13-25.

35. Moreover, and notwithstanding that the estate had no obligation to transfer a copy of the global safety database, and notwithstanding that the estate did not hold a copy of the global safety database to transfer to Sentynl on the closing data of the Zokinvy sale, Eiger directed the third-party custodian of that database, IQVIA, to transfer a copy of such database to Sentynl prior to the transfer of the IQVIA agreements to Inno. When the estate learned that such transfer had not occurred, the estate ensured, through the Settlement Agreement, that Inno (the current IQVIA contract counterparty) would instruct IQVIA to “(i) create a copy of the legacy lonafarnib global safety database in its current form held under Inno’s account at IQVIA (the “Default Copy”), and (ii) transfer such Default Copy to Sentynl to its account at IQVIA or any other third party service provider (the “IQVIA Transfer”), with such transfer to be performed in accordance with IQVIA’s standard operating procedures.” *See* Nahas Decl., at **Exhibit E** (Inno Settlement Agreement, at Section 2 (Inno’s Obligation to Direct IQVIA Transfer)). That explicit instruction to IQVIA occurred on December 19, 2024, pursuant to an email that Sentynl reviewed and agreed to prior to it being sent to IQVIA. *See* Nahas Decl., at **Exhibit G** (December 18<sup>th</sup> email from Inno to IQVIA), and ¶¶ 19-20.

36. As a result, Sentynl has received all relevant regulatory information from the estate, or is otherwise entitled to receive all relevant regulatory information from third parties. Sentynl can no longer assert that it may suffer hypothetical damages due to not receiving such



information / data, and the Sentynl Administrative Claim must therefore be disallowed in its entirety.

**CONCLUSION**

**WHEREFORE**, the Liquidating Trustee and Plan Administrator respectfully request that the Court deny and disallow the *Motion for Allowance of Administrative Expense Claim* filed by Sentynl on November 1, 2024 [Docket No. 729] in its entirety, and for such other and further relief as the Court deems just and proper.

*[signature page follows]*

Dated: March 7, 2025

Respectfully submitted,

/s/ S. Margie Venus

**MCKOOL SMITH, PC**

John J. Sparacino (TX Bar No. 18873700)

S. Margie Venus (TX Bar No. 20545900)

600 Travis Street, Suite 7000

Houston, Texas 77002

Telephone: (713) 485-7300

Facsimile: (713) 485-7344

Email: jsparacino@mckoolsmith.com

Email: mvenus@mckoolsmith.com

Travis E. DeArman (TX Bar No. 24074117)

300 Crescent Court, Suite 1200

Houston, Texas 75201

Telephone: (214) 978-4000

Facsimile: (214) 978-4044

Email: tdearman@mckoolsmith.com

**PORZIO, BROMBERG & NEWMAN, P.C.**

Warren J. Martin Jr. (admitted *pro hac vice*)

Rachel A. Parisi (admitted *pro hac vice*)

100 Southgate Parkway

P.O. Box 1997

Morristown, New Jersey 07962-1997

Telephone: (973) 538-4006

Facsimile: (973) 538-5146

Email: WJMartin@pbnlaw.com

Email: RAParisi@pbnlaw.com

***Counsel for the Liquidating Trustee***

/s/ Gary Broadbent

Gary Broadbent

Broadbent Advisors LLC

1209 Orange St.

Wilmington, DE 19801

Telephone: (740) 827-7165

Email: gary.broadbent@broadbentadvisors.com

***Plan Administrator***

**CERTIFICATE OF SERVICE**

I hereby certify that on March 7, 2025, I caused a copy of the foregoing redacted document<sup>19</sup> to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas, and upon the following (i) Sentyln Therapeutics, Inc. and its counsel, and (ii) Eiger InnoTherapeutics, Inc and its counsel who will receive both the redacted as well as an unredacted version via electronic mail:

Michael G. Hercz  
Senior Vice President & General Counsel  
Sentyln Therapeutics, Inc.  
mhercz@sentyln.com

Pillsbury Winthrop Shaw Pittman LLP  
L. James Dickinson  
james.dickinson@pillsburylaw.com  
Joshua D. Morse  
joshua.morse@pillsburylaw.com  
Counsel to Sentyln Therapeutics, Inc.

Dr. Jeffrey Glenn  
Eiger InnoTherapeutics, Inc.  
jsglenn@stanford.edu

Goodwin Proctor LLP  
Kizzy Jarashow  
kjarashow@goodwinlaw.com  
Maggie Wong  
mwong@goodwinlaw.com  
David Chen  
davidchen@goodwinlaw.com  
Counsel to Eiger InnoTherapeutics, Inc.

/s/ S. Margie Venus  
S. Margie Venus

---

<sup>19</sup> An Emergency Motion is simultaneously being filed requesting authority to file unredacted versions of the Objection and Declaration under seal.

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

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

**ORDER GRANTING THE LIQUIDATING TRUSTEE AND PLAN  
ADMINISTRATOR'S OBJECTION TO THE ADMINISTRATIVE EXPENSE CLAIM  
OF SENTYNL THERAPEUTICS, INC.**

Upon the objection (the “Objection”)<sup>2</sup> of Dundon Advisers, LLC in its capacity as the Liquidating Trustee (the “Liquidating Trustee”) and the Plan Administrator (together with the Liquidating Trustee, the “Movants”) for an order disallowing the administrative expense claim filed by Sentynl Therapeutics, Inc.; and the Court having jurisdiction to consider the Objection and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Objection

---

<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 Ave., 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 Objection.

and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection having been provided; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Objection; and the Court having determined that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The administrative expense claim filed by Sentynl Therapeutics, Inc. is hereby disallowed in its entirety.

2. Verita Global, the claims and noticing agent appointed in these cases, is authorized to update the Claims Register to reflect the relief granted in this Order.

3. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

4. The Movants are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Objection.

5. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

**### End of Order ###**

Order Submitted by:

**MCKOOL SMITH, PC**

John J. Sparacino (TX Bar No. 18873700)  
S. Margie Venus (TX Bar No. 20545900)  
600 Travis Street, Suite 7000  
Houston, Texas 77002  
Telephone: (713) 485-7300  
Facsimile: (713) 485-7344  
Email: jsparacino@mckoolsmith.com  
Email: mvenus@mckoolsmith.com

and

Travis E. DeArman (TX Bar No. 24074117)  
300 Crescent Court, Suite 1200  
Houston, Texas 75201  
Telephone: (214) 978-4000  
Facsimile: (214) 978-4044  
Email: tdearman@mckoolsmith.com

**PORZIO, BROMBERG & NEWMAN, P.C.**

Warren J. Martin Jr. (admitted *pro hac vice*)  
Rachel A. Parisi (admitted *pro hac vice*)  
100 Southgate Parkway  
P.O. Box 1997  
Morristown, New Jersey 07962-1997  
Telephone: (973) 538-4006  
Facsimile: (973) 538-5146  
Email: WJMartin@pbnlaw.com  
Email: RAParisi@pbnlaw.com

***Counsel for the Liquidating Trustee***

**BROADBENT ADVISORS LLC**

Gary Broadbent  
1209 Orange St.  
Wilmington, DE 19801  
Telephone: (740) 827-7165  
Email: gary.broadbent@broadbentadvisors.com

***Plan Administrator***