

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

_____)	
In re:)	Chapter 11
)	
SORRENTO THERAPEUTICS INC., <i>et al.</i>)	Case No. 23-90085 (DRJ)
)	
Debtors.)	(Jointly Administered)
)	
_____)	

**PARTY IN INTEREST, TIMOTHY CULBERSON’S, MOTION TO DISMISS OR TRANSFER
VENUE PURSUANT TO RULE 1014(a)(2) DUE TO FRAUDULENT
VENUE SELECTION BY DEBTORS’ COUNSEL AND MOTION FOR RECONSIDERATION
OF MOTION TO COMPEL DISCOVERY FROM
LATHAM & WATKINS, LLP *WITH REDACTIONS***

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing. Represented parties should act through their attorney.

COMES NOW, Party in Interest, Timothy Culberson, Esq. and respectfully files this Motion to Dismiss or Transfer Venue Pursuant to Rule 1014(a)(2) Due to Fraudulent Venue Selection by Debtors’ Counsel and Motion for Reconsideration of Motion to Compel Discovery from Latham Watkins, LLP *With Redactions* because compelling reasons justify this relief and will respectfully show unto the Court as follows:

I.

Emergency Motion and Timeliness of Venue Challenge

This motion to dismiss or transfer venue is needed on an emergent basis because fraud and factual misrepresentations were recently uncovered and confirmed through documented evidence within the last few days. Any further action by the Court in light of this illegitimate and improper venue selection process combined with the Elizabeth Freeman/ Judge Jones connection in this case requires immediate dismissal or transfer of venue.

When fraud is involved, the timeliness of actions should be broadly and generously construed in favor of the movant due to the very nature of the actions of which movant is complaining. Since this motion to dismiss or transfer venue is based on fraudulent actions only fully discovered in the past few days, this motion is timely.

II.

Motion to Dismiss or Transfer Venue

1. New evidence was just uncovered that proves Latham & Watkins, LLP and Jackson Walker, LLP conspired to fraudulently file this Sorrento Chapter 11 case in the Southern District of Texas representing venue facts that were knowingly false¹. Scintilla Pharmaceuticals, Inc.’s principal place of business is NOT, nor ever was, P.O. Box 513, 7 Switchbud Place, The Woodlands, Texas (“UPS Store No. 0577”).

2. On February 12, 2023, 10 hours before the bankruptcy filing, Latham & Watkins, LLP and Jackson Walker, LLP (“Debtors’ Counsel”) conspired to fraudulently set up a P.O. Box at 7 Switchbud Place, The Woodlands, Texas for the sole purpose of fraudulently filing in a clearly improper venue. *See Redacted Exhibit 1 – UPS Store documents with business records affidavit.*

¹ Party-in-Interest by this motion and facts contained herein calls on the US Trustee’s office, Mr. Hector Duran, to investigate whether these facts rise to the level of violating 18 U.S. Code §157 – Bankruptcy Fraud.

3. At 3:07 p.m. on February 12, 2023, Debtors' Counsel sent a soon-to-be partner² in the Bankruptcy section from Jackson Walker, LLP, Ms. "Doe" to set up this P.O. Box. *See Redacted Exhibit 1.* Ms. "Doe" paid for the P.O. Box using Chase Visa credit card ending in XXXX. *See Sealed Docket No. 1838.*

4. This fraudulent "principal place of business" was set up by Debtors' Counsel less than **10 Hours** before the fraudulent Scintilla Pharmaceutical voluntary petition was filed. *See Exhibit 2.* The moment Matthew Cavanaugh of Jackson Walker signed his name on that petition and filed it at 12:48 a.m. on February 13, fraud was committed on this Court and upon all parties in interest. *Id.*

5. 28 U.S. Code § 1408 governs venue in Chapter 11 cases. It clearly and unambiguously states that venue is proper only in a district where the "...principal place of business...[is] located for the one hundred and eighty days immediately preceding such commencement..." Or if the corporation's principal place of business was located in two districts during that 180-day period then venue is proper only in the district where the principal place of business was located the longest. *Id.*

6. The US Supreme Court in *Hertz v. Friend*, 559 U.S. 77 (2010) establishes the definition of "principal place of business" as the "nerve center" of the company. The Court also stated that "if the record reveals attempts at jurisdictional manipulation – for example, that the alleged "nerve center" is **nothing more than a mail drop box**...the courts should instead take as the "nerve center" the place of actual direction, control and coordination." *Id.*

7. Debtors' Counsel knew the venue requirements to clearly require the following:
- (a) "principal place of business" is more than a mail drop box; and
 - (b) Even if the mail drop box was enough, the "principal place of business" must be established for a minimum of 180 days in the district

² Interestingly, on February 16, 2023, 4 days later, Ms. Polnick is promoted to partner at Jackson Walker, LLP according to the Houston Business Journal.

Yet, less than 10 hours after the P.O. Box is set up, Debtors' Counsel falsely represents to the Court and parties in interest that Scintilla Pharmaceuticals, Inc.'s principal place of business is P.O. Box 513, 7 Switchbud Pl, The Woodlands, Texas – A UPS Store.

8. Incredibly, in the application Form 1583 for P.O. Box 513, Ms. "Doe" represents Scintilla Pharmaceuticals, Inc's true business address is 4955 Directors Place, San Diego CA 92121. **Exhibit 1 – page 4.** (This is a document Debtors' Counsel did not imagine would show up in this Court's records.) This shows Debtors' Counsel knew Scintilla's true principal place of business was NOT in the Southern District of Texas but rather in San Diego, California. Nevertheless, they fraudulently represented P.O. Box 513, 7 Switchbud Pl, The Woodlands, Texas – A UPS Store - as the principal place of business in the voluntary petition. **Exhibit 2.**

9. The majority view of federal cases hold that this Bankruptcy Court does not have discretion to retain this case if §1408 is violated.³ The advisory committee comment in the rule states that "The rule is amended to delete the reference to retention of a case commenced in the improper district." Rather, the Court may either dismiss the case or transfer to a proper venue. But the legislature did NOT give retention as an option when venue was originally improper.

10. However, if this Court chooses to follow the minority view as articulated in *In Re Lazaro*, 128 B.R. 168 (Bankr. W.D. Tex. 1991), the interest of justice requires this Court to use its discretion to transfer this case to another proper venue. In *In re Lazaro*, one of the reasons the Court chose to retain the case was the proper venue was virtually the same in locale and attorneys as the improper venue – El Paso vs. Las Cruces. There also was no scandal involving an attorney having a romantic relationship with the presiding judge. Here, Sorrento has zero ties to Texas, \$70,000,000 in professional fees billed to liquidate

³ See *Thompson v. Greenwood*, 507 F.3d 416, 422 (6th Cir. 2007) ("**Thompson**") (speaking through Boggs, C.J.); *In re Sorrells*, 218 B.R. 580, 585 (B.A.P. 10th Cir. 1998) (speaking through Glen Clark, J.); *Swinney v. Turner*, 309 B.R. 638, 640-641 (M.D. Ga. 2004) ("**Swinney**") (Land, J.); *In re Peachtree Lane Associates, Ltd.*, 188 B.R. 815, 831-832 (N.D. Ill. 1995) (Castillo, J.); *In re Frame*, 120 B.R. 718, 722 (Bankr. S.D.N.Y. 1990) (Abram, now Beatty, J.); *In re Suzanne de Lyon, Inc.*, 125 B.R. 863, 866 (Bankr. S.D.N.Y. 1991) ("**Suzanne de Lyon**") (Beatty, J.); *In re Sporting Club at Illinois Ctr.*, 132 B.R. 792, 798 (Bankr. N.D. Ga. 1991) (Drake, J.); *In re Washington, Perito & Dubuc*, 154 B.R. 853, 858 (Bankr. S.D.N.Y. 1993) (Beatty, J.).

a company while the presiding judge was sleeping with one of the lawyers consulting on the case, and a CRO appointed with zero experience in restructuring biotech companies. There can be no more imaginable interest of justice to transfer this case to a new court where the stench of past deeds might be able to be removed.

11. Any protests by the professionals about the expense of such transfer should fall on deaf ears given the \$70,000,000 already spent for no results. At this point, what does the company have to lose? If nothing else, the appearance of impropriety should be removed by allowing another Court in a proper venue to put new and fresh eyes on this very unusual case.

12. Given the proven fraudulent actions of Debtors' Counsel, any expenses related to the proper transfer of venue should be paid by Debtors' Counsel.

III.

MOTION FOR RECONSIDERATION AS TO LATHAM & WATKINS, LLP

13. The Court should compel discovery as to Latham & Watkins, LLP now that it is proven they conspired to file this case in the Southern District of Texas based on fraudulent venue facts. This conduct by Latham & Watkins, through their local co-counsel, Jackson & Walker, begs the questions raised in Party-in-Interest's previous Motion to Vacate and disgorge fees – why the Southern District of Texas where Elizabeth Freeman was in a current romantic relationship with Judge Jones? Why the Southern District where Ms. Freeman just so happens to actively consult in this case? Discovery is required at minimum as to Latham & Watkins, LLP now with this new evidence – especially if this Court decides to retain this case against the majority holdings involving wrong venue.

IV.

PRAYER FOR RELIEF

WHEREFORE, Timothy L. Culberson, party in interest, respectfully requests that this Court order (1) an immediate dismissal of this Chapter 11 Bankruptcy case ; or (2) immediate transfer to a Court of proper venue; or 3) in the alternative, compel the previously served discovery as to Latham & Watkins, LLP; and (6) such other and further relief as is just and proper.

Respectfully submitted,

THE CULBERSON LAW OFFICE, PLLC



Timothy L. Culberson
State Bar No. 24012484
25700 I-45 North
Suite 100
Spring, Texas 77386
Telephone: (281) 825-4977
Fax: (281) 674-8161
Email: tim@culbersonlaw.com

PRO SE PARTY IN INTEREST

CERTIFICATE OF SERVICE

By my signature above, I hereby certify that the above foregoing instrument was served on all counsel of record and all parties appeared herein on this the 9th day of February 2024 by the Court's CM/ECF system.

CUSTODIAN OF RECORDS AFFIDAVIT

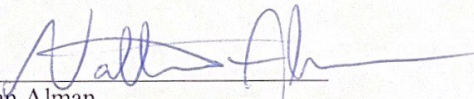
In the State of Texas

County of Montgomery

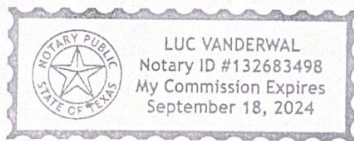
Before me, the undersigned authority, personally appeared **Nathan Alman**, who being by me duly sworn, deposed as follows:

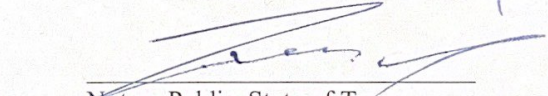
My name is **Nathan Alman**, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated and they are true and correct:

I am the custodian of records of **The UPS Store – The Woodlands – Store No. 0577** located at **7 Switchbud, The Woodlands, Texas 77380**. Attached hereto are 13 pages of records from **The UPS Store – The Woodlands – Store No. 0577** located at **7 Switchbud, The Woodlands, Texas 77380** pertaining to **P.O. Box 513**. These said 13 pages of records are kept by **The UPS Store – The Woodlands – Store No. 0577** in the regular course of business, and it was the regular course of business of **The UPS Store – The Woodlands – Store No. 0577** for an employee or representative of **The UPS Store – The Woodlands – Store No. 0577**, with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original.


Nathan Alman
Affiant (Custodian of Records)

SWORN TO AND SUBSCRIBED before me on the 6 day of February, 2024.




Notary Public, State of Texas
Luc Vanderwal
Print name

My commission expires: 9-18-24

2/12/2023

513

Please fill out: Personal Applicant (red sections) - Business Applicant (red & blue sections)

The UPS Store Agent (green sections)

The UPS Store 

Mailbox Service Agreement

Center Number 0577

Customer Information

Name VERONICA A. POINICK, AS ATTORNEY FOR
 Company SCINTILLA PHARMACEUTICALS, INC.
 Address 4955 DIRECTORS PL. State CA ZIP: 92121
 City SAN DIEGO
 Business Telephone (858) 203-4100 Home Telephone () -
 Fax (858) 203-4028 Mobile Telephone () -
 E-mail Address info@scintillatherapeutics.com Text Messaging ID: (input mobile carrier company)

Mailbox Information

Mailbox Number 513 Mailbox Size Small

Terms and Conditions

- This Mailbox Service Agreement ("Agreement") is made and entered into by the customer identified above ("Customer") for the use of and services related to a mailbox ("Mailbox") at The UPS Store® Center identified above ("Center") under the terms set forth herein.
- Customer agrees that Customer will not use the Center premises or any Center services for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U S postal regulations. Customer further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.
- This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Customer's name, address, and e-mail address, may be disclosed to the Center's franchisor, The UPS Store, Inc. or its successor, solely for purposes of communication between The UPS Store, Inc. and Customer related to Customer's use of the Mailbox, and upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Customer agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Customer further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.
- Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Customer, the Center will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.
- Customer agrees to pay an initial set-up fee of \$0.00 (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of \$0.00 (which includes an exterior door key fee and other fees associated with 24-hour access) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Customer agrees that the Center may withhold mail and packages from Customer pending payment. There will be no pro-rations or refunds for cancellation of any service. Customer agrees to pay a late fee of \$5.00 if any payment is not received within five (5) days of when due. In the event the Mailbox lock is changed upon the request or fault of Customer, Customer agrees to pay a fee of \$5.00. Mailbox service fees and other related fees stated herein are subject to change.
 In the event that Customer receives an unreasonable volume of mail or packages at the Mailbox according to the Center's reasonable judgment, the Center may require Customer to upgrade to a larger size Mailbox and pay any additional charge. The Center reserves the right to increase the Mailbox service fees in the event that Customer adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.
- Customer agrees that upon expiration, cancellation, or termination of this Agreement, Customer will not file a change of address order with the post office. Customer and the Center further agree that upon expiration, cancellation, or termination of this Agreement, Customer authorizes the Center to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation, or coupons, advertising, or other promotional material) and any mail addressed to Customer that is delivered to the Center by the United States Postal Service for six (6) months, and may refuse any package addressed to Customer delivered by any party other than the United States Postal Service, such as a commercial carrier service. However, at Customer's election, the Center will:
 - Re-mail (i.e., forward) Customer's mail (except for Unsolicited Mail) for six (6) months upon Customer's payment in advance for postage, packaging material, and forwarding fees. Customer must pay a monthly forwarding fee of \$0.00 for month 1, and \$0.00 for months 2 through 6 in advance for the time period that mail is to be re-mailed. It is Customer's responsibility to make arrangements with the Center to identify any mail forwarding needs prior to the expiration, cancellation, or termination of this Agreement, or
 - Store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Customer's payment in advance of a storage fee of 0 per month for the time period in which the Center holds the mail or packages, plus a service fee of 0 for each time Customer visits the Center to pick up such items. It is Customer's responsibility to make arrangements with the Center to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement.
- Six (6) months after the expiration, cancellation, or termination of this Agreement, the Center may:
 - Refuse any mail or package addressed to Customer and delivered to the Center
 - Destroy any of Customer's mail or packages remaining at the Center at such time
- Customer authorizes the Center to complete and file a Shipper's Export Declaration as "agent" on behalf of Customer as "principal party in interest" when necessary and to act on behalf of Customer as Customer's true and lawful agent for purposes of any and all re-mailing, including any re-mailing that requires the filing of a Shipper's Export Declaration by the Center (i.e., any export transaction), in accordance with the laws and regulations of the United States. Customer further agrees to provide the Center with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by the Center, whether during the term of the Agreement or after termination or cancellation.
- The term of this Agreement shall be the initial period paid for by Customer and any renewal period paid for by Customer from time to time. Renewal of this Agreement for additional terms shall be at the Center's sole discretion.
- Customer agrees that the Center may terminate or cancel this Agreement for good cause at any time by providing Customer with written notice. Good cause shall include but is not limited to: 1) Customer abandons the Mailbox; 2) Customer uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Customer fails to pay monies owed the Center when due; 4) Customer receives an unreasonable volume of mail or packages; 5) Customer engages in offensive, abusive, or disruptive behavior toward other customers of the Center or the Center's employees; and 6) Customer violates any provision of this Agreement. Customer acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Customer to use the Mailbox will be attributed to Customer.
- Any written notice to Customer required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Customer's Mailbox or at the time personally delivered to Customer. In the event of a termination notice

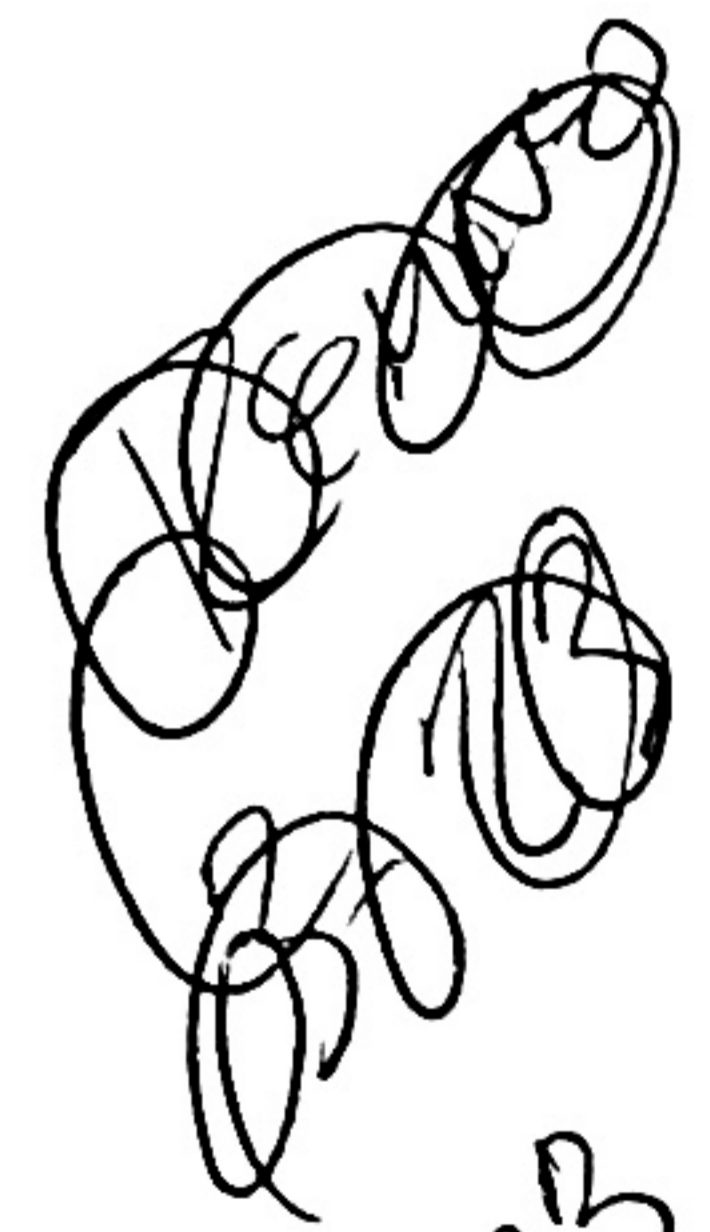
\$20/month
3 month minimum

\$10 set-up fee

6 months paid + \$10 set-up

\$130

on 2/12/23



2-12-23

Mailbox Service Agreement

based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage pre-paid, and addressed to Customer at Customer's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier

12. As Customer's authorized agent for receipt of mail, the Center will accept all mail, including registered, insured, and certified items, and, if authorized on Form 1583, restricted mail (i.e., mail where the sender has paid a fee to direct delivery only to an individual addressee or addressee's authorized agent). Unless prior arrangements have been made, the Center shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from the Center as a condition of delivery. Customer must accept and sign for all mail and packages upon the request of the Center. Packages not picked up within 7 days of notification will be subject to a storage fee of \$1.00 per day per package, which must be paid before Customer receives the package. In the event Customer refuses to accept any mail or package, the Center may return the mail or package to the sender and Customer will be responsible for any postage or other fees associated with such return. C O D items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to the Center. In those states where the Center is required by law to act as Customer's agent for service of process, Customer hereby authorizes the Center to act as Customer's agent for service of process, and this authorization shall remain in effect for as long as this Agreement is in effect, or as long as required by state law, whichever is later. The Center agrees to follow its standard procedures for the timely placement of mail received at the Center and addressed to Customer into Customer's Mailbox, and Customer hereby releases and agrees to protect, indemnify, defend, and hold harmless the Center from any and all liability that may arise at any time in connection with the Center's actions or status as Customer's agent for service of process.
13. Customer agrees to protect, indemnify, defend, and hold harmless the Center, The UPS Store, Inc., and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims, and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Center's collection or remission of sales, use, or any other taxes, including, but not limited to, the Center's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Center's actions or status as Customer's agent with respect to export transactions, or the Center's completion and filing of any Shipper's Export Declaration on behalf of Customer, and from any violation by Customer of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that the Center submits or processes any sales, use, or other tax refund claim on behalf of Customer, Customer agrees to cooperate fully with the Center, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.
14. Customer acknowledges and agrees that the Center is an independently owned and operated franchise of The UPS Store, Inc. and that The UPS Store, Inc. is not responsible for any acts or omissions of its franchisees.
15. CUSTOMER HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF THE CENTER AND THE UPS STORE, INC., IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM (INITIAL _____)
16. Customer must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."
17. Delivery by commercial carrier services must be made to the Center street address only (and not to a P O Box). "P O Box" may be used only if it is part of Customer's "Caller Service" (arrangement for delivery of mail through Centers using a United States Postal Service address) address format.
18. Upon signing this Agreement, Customer shall provide two (2) forms of valid identification, one of which shall include a photograph. This Agreement may not be amended or modified, except in a writing signed by both parties.

Customer Signature: X James J. Palumbo Date 2/12/23

For Center Use Only	
Authorized Center Representative Signature: X <u>[Signature]</u>	Date: <u>2/12/23</u>
How did the customer hear about us?	
Comments:	

United States Postal Service®
Application for Delivery of Mail Through Agent
See Privacy Act Statement on Reverse

① Date 2/12/2023

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service™ upon termination of the agency relationship, (2) the transfer of mail to another address is the responsibility of the addressee and the agent, (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails, (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail, and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA)

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or a notary public. The agent provides the original completed signed PS Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form PS 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable Postal Service rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business address listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

② Name in Which Applicant's Mail Will Be Received for Delivery to Agent
(Complete a separate PS Form 1583 for EACH applicant. Spouses may complete and sign one PS Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)

Scintilla Pharmaceuticals, Inc.

4 Applicant authorizes delivery to and in care of:

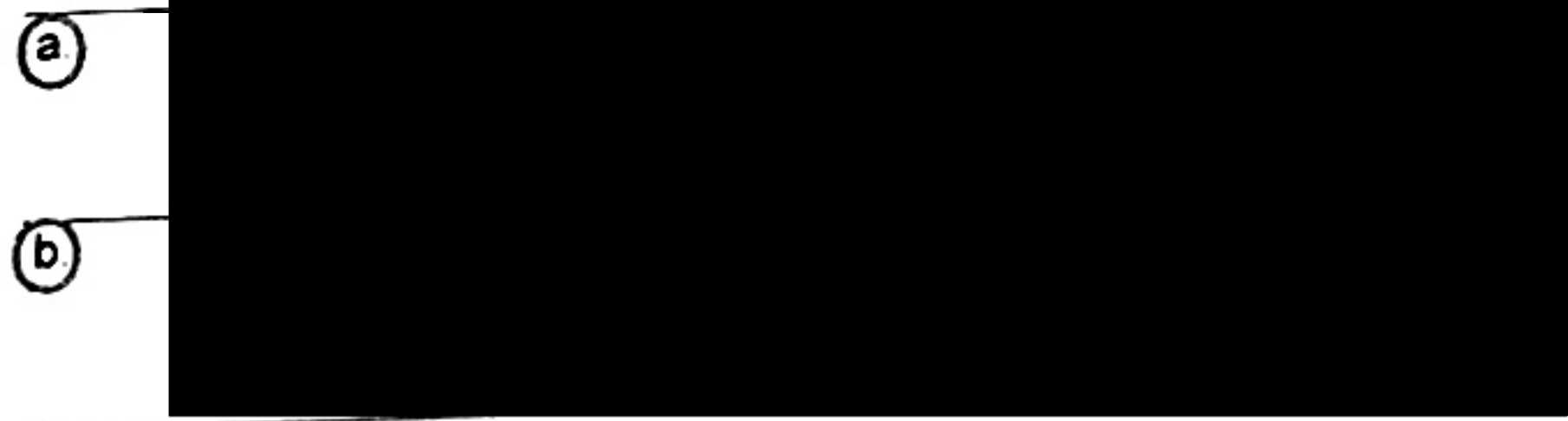
a Name The UPS Store

b Address (No., street, apt./ste. no.) 7 Switchbud Place, Ste. 192

c City The Woodlands d State TX e ZIP + 4 77380-3707

⑥ Name of Applicant
Veronica A. Polnick, as attorney

⑧ Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.



Acceptable identification includes: valid driver's license or state non-driver's identification card, armed forces, government, university, or recognized corporate identification card, passport, alien registration card or certificate of naturalization, current lease, mortgage or Deed of Trust, voter or vehicle registration card, or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.

⑫ If applicant is a firm, name each member whose mail is to be delivered. (All names listed must have verifiable identification. A guardian must list the names of minors receiving mail at their delivery address.)

⑬ If a CORPORATION, Give Names and Addresses of Its Officers

⑭ If business name (corporation or trade name) has been registered, give name of county and state, and date of registration.

Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).

⑮ Signature of Agent/Notary Public

⑯ Signature of Applicant (If firm or corporation, application must be signed by officer. Show title.)

Privacy Act Statement: Your information will be used to authorize the delivery of your mail to the designated addressee as your agent. Collection is authorized by 39 USC 401, 403, and 404. Providing the information is voluntary, but if not provided, we cannot provide this service to you. We do not disclose your information without your consent to third parties, except for the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS® auditor; to entities, including law enforcement, as required by law or in legal proceedings; to contractors and other entities aiding us to fulfill the service, as purpose of identifying an address as an address of an agent who receives mail on behalf of other persons. Information concerning an individual who has filed an appropriate protective court order with the postmaster will not be disclosed except pursuant to court order. For more information on our privacy policies, see our privacy link on usps.com®.

THIS PAGE HAS BEEN COMPLETELY REDACTED WHICH CONTAINED
PERSONAL IDENTIFICATION IN THE FORMS OF A TEXAS DRIVERS
LICENSE AND US PASSPORT



Matthew D. Cavanaugh
 (713) 752-4284
mcavanaugh@jw.com

February 9, 2023

Elizabeth Czerepak, Executive VP, CFO, Chief Business Officer
 Sorrento Therapeutics

Re: Retention of Counsel for chapter 11 restructuring

Dear Ms. Czerepak:

GENERAL. We are very pleased that you have asked us to represent Sorrento Therapeutics (the "Client") in connection with the filing of a restructuring case. The details of this representation are outlined below. Please note, the Firm's representation is only of Client; the Firm does not and will not represent any direct or indirect shareholder, director, officer, partner, employee, affiliate, or joint venture of Client or of any other entity.

This retention letter (this "Agreement") sets forth the terms of Client's retention of Jackson Walker LLP to provide legal services and constitutes an agreement between the Firm and Client (collectively, the "Parties" and each a "Party"). This Agreement sets forth the Parties' entire agreement for rendering professional services for the current matter, as well as for all other existing or future matters (collectively, the "Engagement"), except where the Parties otherwise agree in writing.

FEES. Our fees are determined principally on the basis of our time at hourly rates. Our hourly rates vary with the experience and seniority of our attorneys and legal assistants, and are adjusted by us October 1 of each year. Naturally, we try to assign work among our attorneys and other professionals so as to meet the client's needs, including timing requirements, in an economically efficient manner. I currently expect that I will be the principal lawyer involved in this matter. Our individual hourly rates fall in the range set forth in the below table, which also shows the ranges applicable to the Firm's other lawyers and paraprofessionals.

<u>Billing Category</u>	<u>Fee Range (USD)</u>
Partners	\$750-1,045
Associates	\$475-750
Paraprofessionals	\$230-250

Although the Firm will attempt to estimate fees to assist Client in its planning if requested, such estimates are subject to change and are not binding unless otherwise expressly and unequivocally stated in writing.

February 9, 2023
Page 2

EXPENSES. Reasonable expenses related to our services will be included in our statements. They may include third-party disbursements, such as travel expenses, messenger charges, and filing and recording fees, and other costs, such as certain overtime assistance and special postage. It is our intent to bill such expenses to the client at our cost. Certain other expenses, such as photocopying, computerized research and long distance tolls, will be billed in accordance with our standard schedule of charges. To the extent there may be large third-party disbursements, such as expert fees and expenses, mediation and arbitration fees, deposition costs, and substantial travel expenses, at our option, we may ask that the client be responsible for paying them directly, rather than through us, provided that the client will only be responsible for such advance payment if it so agrees in advance in writing. Client may request supporting documentation for any expense included on any statement and will not be required to reimburse such expense until reasonably satisfactory supporting documentation is provided.

STATEMENTS. Our statements are rendered monthly and are due upon receipt (subject to bankruptcy court approval, if and as required). If there is any question concerning a bill, we ask that it be raised within thirty (30) days. In the event that our statements are not timely paid, we reserve the right to suspend our services until satisfactory payment arrangements are made, or if necessary, to terminate such services.

RETAINER. Considering the nature and scope of the matters for which Client has engaged us (the filing of a restructuring case), we are requesting a \$250,000 retainer at this time, which is earned upon receipt. We anticipate applying this retainer to all outstanding fees and work in process immediately prior to a filing of any restructuring proceeding, and holding the balance until the completion of the representation. When our representation is completed, we will apply the balance of the retainer against our final statement and refund any excess to you.

CLIENT. In this engagement, our principal representation is of the Client. Unless specifically agreed to by us in a letter like this one, we will not be representing other persons or entities, including any directors, shareholders, officers or related entities, or their subsidiaries, affiliates, or shareholders in connection with a restructuring proceeding. The Client is free to terminate this engagement at any time, as are we. If the engagement is terminated, the Client will remain responsible for the payment of fees and expenses incurred until termination in accordance with this agreement, and, if court approval is required, both of us will cooperate seeking it.

CONFLICTS. The Firm currently represents the following entities or affiliates of the following entities that may have direct or indirect claims against the Client:

State of Texas (and all related entities)
Exelon Entities
ACE Insurance
Chubb Insurance
Bank of America

February 9, 2023

Page 3

Goldman Sachs
Wells Fargo
JPMorgan Chase Bank, NA
US Bank
BMO Harris Bank
Regions Bank

Your agreement to this retention agreement constitutes your acknowledgement of the Firm's ongoing relationship with these entities, and your waiver of any actual or potential conflict with the Firm's continuing representation of these entities. In addition, you acknowledge that the Firm's representation of the Client will carve out any matters or issues directly adverse to these existing Firm clients, or to other existing Firm clients that may be identified as the representation progresses, and that any such issues will be handled by other conflicts counsel as the case may be, except as set forth in a separate written agreement amongst you, the Firm and these entities.

The Firm and you understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing. We recognize that we shall be disqualified from representing any other client with interest materially and directly adverse to yours (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage. You understand and agree that, with those exceptions, we are free to represent other clients, including clients whose interests may conflict with yours in litigation, business transactions, or other legal matters. You agree that our representing you in this matter will not prevent or disqualify us from representing clients adverse to you in other matters and that you consent in advance to our undertaking such adverse representations.

CONFLICTS COUNSEL AND SPECIAL COUNSEL. The Firm from time to time engages outside conflicts counsel to serve as special conflicts counsel "Conflicts Counsel," now and as the need may arise. Due to the number of banking relationships, and utility providers, the need for Conflicts Counsel is imperative, and should be retained concurrently with the Firm. At this time, the Firm strongly recommends the engagement of the Law Office of Liz Freeman as Conflicts Counsel. Ms. Freeman's hourly rate is \$750/hour. Ms. Freeman will send a short form of engagement letter by separate cover.

CELL PHONE AND E-MAIL COMMUNICATION. The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys occasionally communicate with their clients and their clients' professionals and agents by cellular telephone, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client does not wish the Firm to discuss privileged matters on cellular telephones with Client or Client's professionals or agents.

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Page 4

The Firm hereby informs Client and Client hereby acknowledges that the Firm's attorneys sometimes communicate with their clients and their clients' professionals and agents by unencrypted e-mail, that such communications are capable of being intercepted by others and therefore may be deemed no longer protected by the attorney-client privilege, and that Client must inform the Firm if Client wishes to institute a system to encode all e-mail between the Firm and Client or Client's professionals or agents.

NO GUARANTEE OF SUCCESS. It is impossible to provide any promise or guarantee about the outcome of Client's matters. Nothing in this Agreement or any statement by Firm staff or attorneys constitutes a promise or guarantee. Any comments about the outcome of Client's matter are simply expressions of judgment and are not binding on the Firm.

CONSENT TO USE OF INFORMATION. In connection with future materials that, for marketing purposes, describe facets of the Firm's law practice and recite examples of matters the Firm handles on behalf of clients, Client agrees that, if those materials avoid disclosing Client's confidences and secrets as defined by applicable ethical rules, they may identify Client as a client, may contain factual synopses of Client's matters, and may indicate generally the results achieved.

CONTACT PERSON. Unless you otherwise direct, I will be your principal contact at this Firm. However, if at any time you wish to address concerns regarding this engagement with someone other than me, please feel free to contact Wade Cooper, our Managing Partner.

GOVERNING LAW. This engagement will be governed by Texas law. In addition, there may be times when we hold or transfer money on the client's behalf. In those situations, our relationship will also be subject to a variety of Texas and U.S. government requirements, including reporting requirements.


MISCELLANEOUS. This Agreement sets forth the Parties' entire agreement for rendering professional services. It can be amended or modified only in writing and not orally or by course of conduct. Each Party signing below is jointly and severally responsible for all obligations due to the Firm and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each Party countersigning below, whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Any agreement or waiver contained herein by Client extends to any assignee or successor in interest to Client.

We will do our best to provide Client with the legal services reasonably necessary to achieve a result satisfactory to Client. However, the outcome of any transaction or lawsuit is subject to uncertainties and risks, and we make no promises or guarantees concerning the outcome.

February 9, 2023
Page 5

Once again, we are very pleased to have the opportunity to represent the Client. Please confirm acceptance of the terms of our engagement by signing a copy of this letter in the space provided below, and return a copy to me along with the requested retainer. For your reference I have included an invoice with wiring instructions for the \$250,000 retainer.

Sincerely,



Matthew D. Cavanaugh

Agreed to and accepted this 10 day of February, 2023.

SORRENTO THERAPEUTICS, on behalf of itself and its wholly-owned direct and indirect subsidiaries:

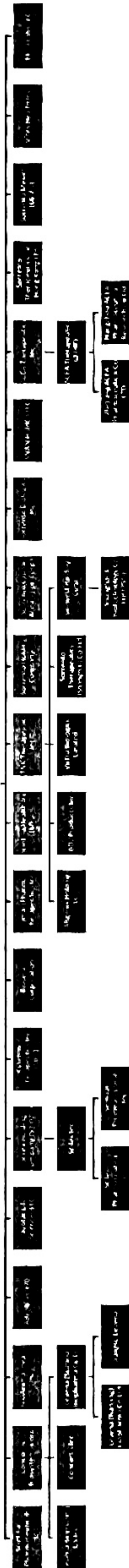
By: Dr. Henry Ji
Name: Dr. Henry Ji
Title: chief Executive officer, Sorrento Therapeutics, Inc.

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF GENERAL COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT. PLEASE CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.

Sorrento Therapeutics Inc and Subs Organizational Chart

Structure as of January 12, 2023

Page 1 of 2



Note:

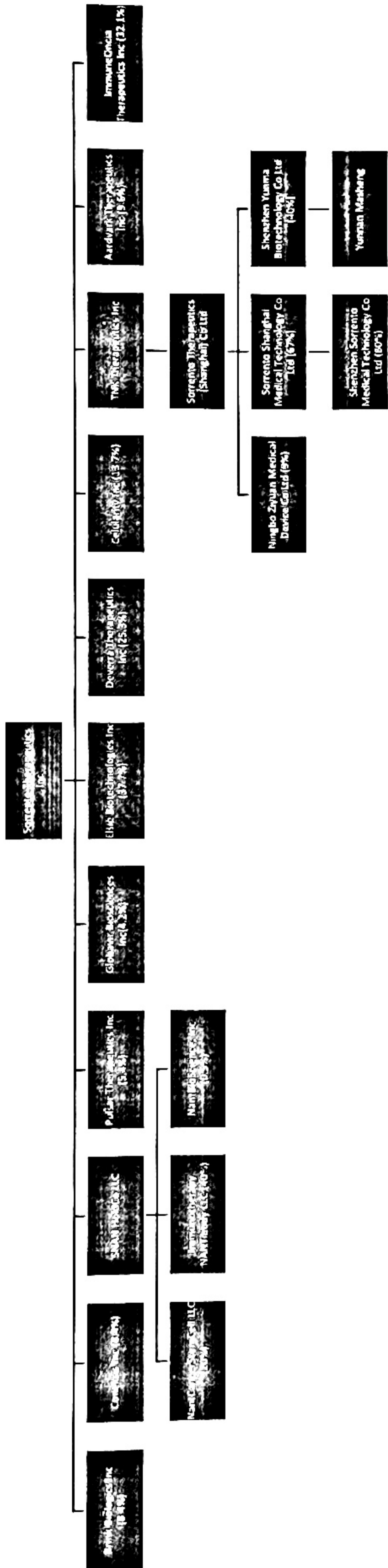
Green: US Domestic Affiliate

Red: Foreign Affiliate

Sorrento Therapeutics Inc and Subs Organizational Chart

Structure as of January 12, 2023

Page 2 of 2



The UPS Store #0577
7 Switchbud Pl
The Woodlands, TX 77380-3700
281-367-0291

Terminal....: POS0577A Date.: 2/12/2023
Employee....: 116812 Time.: 03:07 PM
Cashier's Name Nathan

COPY

ITEM NAME	QTY	PRICE	TOTAL
Business SM Mailbox (NR)			\$120.00
	6 @	\$20.00	
Tax			\$0.00
Store Promotion			
Miscellaneous Non-Taxable			\$10.00
	1 @	\$10.00	
Tax			\$0.00
Subtotal			\$130.00
Shipping/Other Charges			\$0.00
Total tax			\$0.00
Total			\$130.00
Cards			\$130.00

=====
Items Designated NR are NOT eligible
for Returns, Refunds or Exchanges.

US Postal Rates Are Subject to Surcharge.



View The UPS Store, Inc.'s privacy notice at
<https://www.theupsstore.com/privacy-policy>

Win a \$250 gift card

Tell us how we're doing for your chance to win
a \$250 Amazon.com® Gift Card. Scan the
QR code or go to the link to take the survey.



<https://bit.ly/theupsstore-PR>

NO PURCHASE NECESSARY. Void where prohibited.
Ends 1/31/25. Must be US resident 18 years or older
to enter. Limit (1) entry per person per month.
For Official Rules visit
www.TheUPSStore.com/surveyrules2024

Need Package Help?

(lost/damaged)

Provide details so we can help:

<https://online.upscapital.com/tccp>

VISA ***** [REDACTED]

02/12/2023

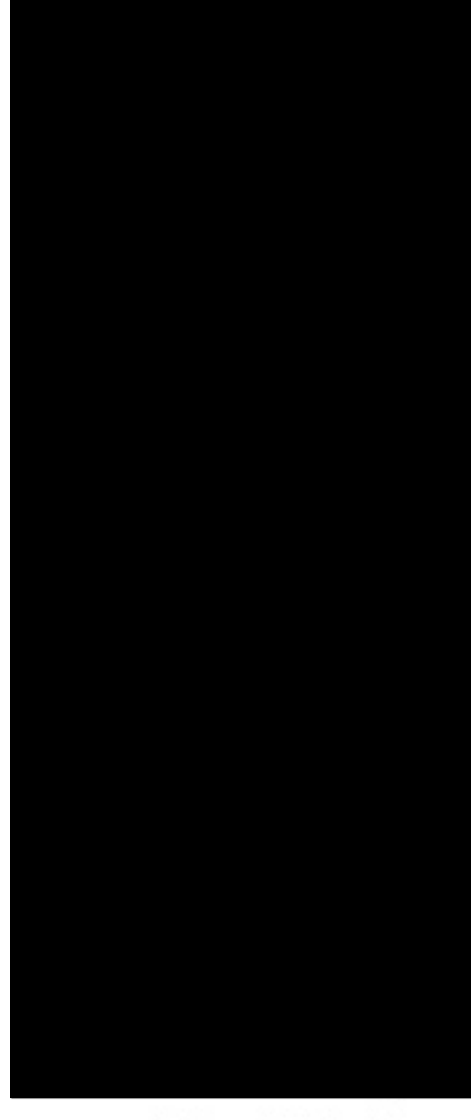
03:07 PM

TID

758464370001

Purchase

CHASE VISA
ENTRY METHOD
CVN
Invoice
Clerk
Response
Auth Code



EMV DETAILS

MODE
AID
TUR
IAD
TSI
ARC

Amount

USD \$130.00

POLNICK/VERONICA

*** CUSTOMER COPY ***

Debtor Scintilla Pharmaceuticals, Inc.
Name

Case number (if known) _____

Fill in this information to identify the case:

United States Bankruptcy Court for the:
Southern District of Texas
(State)

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's Name Scintilla Pharmaceuticals, Inc.

2. All other names debtor used in the last 8 years
Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 47-4207956

4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	<u>7 Switchbud Place, Suite 192-513</u>	<u>4955 Directors Place</u>
	Number Street	Number Street
	<u>P.O. Box 513</u>	
	<u>The Woodlands TX 77380</u>	<u>San Diego CA 92121</u>
	City State Zip Code	City State Zip Code
	Montgomery	Location of principal assets, if different from principal place of business
	County	Number Street
		City State Zip Code

5. Debtor's website (URL) <https://sorrentotherapeutics.com/>

6. Type of debtor
 Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
 Partnership (excluding LLP)
 Other. Specify: _____

Debtor Scintilla Pharmaceuticals, Inc. Case number (if known) _____
 Name

7. Describe debtor's business

A. Check One:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
- Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>. **3254 (Pharmaceutical and Medicine Manufacturing)**

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check One:

- Chapter 7
- Chapter 9
- Chapter 11. Check all that apply:

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11**. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the **Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11** (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No
- Yes

District _____	When _____	Case number _____
	MM/DD/YYYY	
District _____	When _____	Case number _____
	MM/DD/YYYY	

If more than 2 cases, attach a separate list.

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- No
- Yes

Debtor <u>Sorrento Therapeutics, Inc.</u>	Relationship <u>Affiliate</u>
District <u>Southern District of Texas</u>	
When: <u>02 / 13 / 2023</u>	
Case number, if known _____	MM / DD / YYYY

List all cases. If more than 1, attach a separate list.

Debtor Scintilla Pharmaceuticals, Inc.
Name

Case number (if known) _____

11. Why is the case filed in this district?

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

- No
- Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other _____

Where is the property?

Number _____ Street _____
City _____ State _____ Zip Code _____

Is the property insured?

- No
- Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors¹

- 1-49
- 50-99
- 100-199
- 200-999
- 1,000-5,000
- 5,001-10,000
- 10,001-25,000
- 25,001-50,000
- 50,001-100,000
- More than 100,000

15. Estimated assets

- \$0-\$50,000
- \$50,001-\$100,000
- \$100,001-\$500,000
- \$500,001-\$1 million
- \$1,000,001-\$10 million
- \$10,000,001-\$50 million
- \$50,000,001-\$100 million
- \$100,000,001-\$500 million
- \$500,000,001-\$1 billion
- \$1,000,000,001-\$10 billion
- \$10,000,000,001-\$50 billion
- More than \$50 billion

¹ The Debtors' estimated number of creditors, assets, and liabilities noted here are provided on a consolidated basis.

Debtor Scintilla Pharmaceuticals, Inc. Case number (if known) _____
 Name

- 16. Estimated liabilities**
- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |


Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

- 17. Declaration and signature of authorized representative of debtor**
- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
 - I have been authorized to file this petition on behalf of the debtor.
 - I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 02 / 13 / 2023
 MM/ DD / YYYY

x /s/  Dr. Henry Ji
 Signature of authorized representative of debtor Printed name

Title Chief Executive Officer

18. Signature of attorney **x** /s/ Matthew D. Cavanaugh Date 02 / 13 / 2023
 Signature of attorney for debtor MM/DD/YYYY

Matthew D. Cavanaugh

JACKSON WALKER, LLP

Firm name

1401 McKinney Street, Suite 1900

Number Street

Houston

City

Texas

State

77010

ZIP Code

(713) 752-4200

Contact phone

mcavanaugh@jw.com

Email address

24062656

Bar number

Texas

State

Fill in this information to identify the case:

Debtor name Scintilla Pharmaceuticals, Inc.

United States Bankruptcy Court for the: Southern District District of Texas
(State)

Case number (if known): 23-XXXXX

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	NantCell, Inc. 9920 Jefferson Blvd Culver City, CA 90232						\$156,829,562.00
2	NANTibody LLC 9920 Jefferson Blvd Culver City, CA 90232						\$16,681,521.00
3	Paul Hastings LLP 515 S Flower St Suite 2500 Los Angeles, CA 90071						\$11,470,493.00
4	JB Pacific, Inc. 11633 Sorrento Valley Rd Suite 103 San Diego CA 92121						\$4,485,396.00
5	Latham & Watkins LLP 555 Eleventh St NW Suite 1000 Washington, DC 20004						\$3,888,196.00
6	Aditus Partners, LLC 568 Garden Way Edgewood KY 41017						\$2,800,000.00
7	Mayo Clinic 200 First St SW MN Biobusiness 4 Rochester, MN 55905						\$2,246,974.00
8	Global Life Sciences Solutions USA LLC 100 Results Way Marlborough, MA 01752						\$1,382,227.00

Debtor Name Scintilla Pharmaceuticals, Inc.

Case Number 23-XXXXX

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Ernst & Young U.S. LLP 200 Plaza Dr Secaucus NJ 07094						\$1,080,000.00
10	Precision Oncology Acquisition Co. Inc. (DBA: Precision for Medicine) 200 Route 31 North, Suite 102 Flemington, NH 08822						\$1,065,422.00
11	Synova Pesquisa Cientifica LTDA. Av. Brigadeiro Faria Lima, n 1912, 8 Floor 8B Jardim Paulistano, Sau Paulo San Paulo, 01451-907 Brazil						\$872,760.00
12	Cooley LLP 101 California St 5th Floor San Francisco, CA 94111-5800						\$783,394.05
13	Indena, Banca Popolare DI Milano AG 24 Milano ABI 05584 CAB 01624 C/C 6733 Italy						\$732,870.66
14	Karolinska Institutet Department of Medicine Huddinge, 171 77 Stockholm Sweden						\$591,701.73
15	Linical Accelovance America, Inc. 789 SW Federal Hwy Suite 212 Stuart FL 34994						\$548,559.91
16	First Insurance Funding 450 Skokie Blvd Suite 1000 Northbrook, IL 60062						\$547,895.04
17	Worldwide Clinical Trials Scilex 3800 Paramount Pkwy Suite 400 Morrisville NC 27560						\$537,134.21
18	Life Technologies Corp. 12088 Collection Center Dr Chicago IL 60693						\$499,735.62
19	Emas Pharma Limited Knowl Piece, Wilbury Way Hitchin, SG4 0TY United Kingdom						\$492,943.93
20	Protiviti Inc. 2613 Camino Ramon San Ramon CA 94583						\$483,801.07

Debtor Name **Scintilla Pharmaceuticals, Inc.**

Case Number **23-XXXXX**

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	AB Sciex LLC 62510 Collections Center Dr Cook, IL 60693						\$476,594.51
22	Charles River Laboratories PO Box 27812 New York, NY 10087						\$475,917.41
23	Roger Williams Medical Center Office of Research Administration Providence, RI 02908						\$472,600.35
24	Advance Instruments LLC PO Box 23302 New York, NY 10087						\$410,232.00
25	BSP Pharmaceuticals Via Appia km. 65, 651 04013 Latina Scalo (LT) Italy						\$359,440.43
26	Human Gene Exploration Technologies LLC (Hugenx) 530 Technology Dr, Suite 100 Irvine, CA 92618						\$299,275.00
27	Trilink Bio PO Box 889189 Los Angeles, CA 90088-9189						\$292,657.00
28	Morris, Nichols, Arsht & Tunnell LLP 1201 N Market St, 16th Floor Wilmington, DE 19801						\$274,726.39
29	Baker Botts L.L.P. PO Box 301251 Dallas TX 75303-1251						\$257,051.67
30	Silex Microsystems PO Box 595 175 26 Jarfalla Sweden						\$242,443.00

* The Debtor reserves its right to amend this list as needed.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	Chapter 11
)	
Scintilla Pharmaceuticals, Inc.)	Case No. 23- _____ ()
)	
Debtor.)	
)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor’s equity interest:

Equity Interest Holder	Percentage of Equity Interests Held
Sorrento Therapeutics, Inc.	100%

Fill in this information to identify the case and this filing:	
Debtor Name	Scintilla Pharmaceuticals, Inc.
United States Bankruptcy Court for the:	Southern District of Texas (State)
Case number (If known):	

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (*Official Form 206A/B*)
- Schedule D: Creditors Who Have Claims Secured by Property (*Official Form 206D*)
- Schedule E/F: Creditors Who Have Unsecured Claims (*Official Form 206E/F*)
- Schedule G: Executory Contracts and Unexpired Leases (*Official Form 206G*)
- Schedule H: Codebtors (*Official Form 206H*)
- Summary of Assets and Liabilities for Non-Individuals (*Official Form 206Sum*)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (*Official Form 204*)
- Other document that requires a declaration: List of Equity Security Holders and Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

02 / 13 / 2023
MM/ DD/YYYY

/s/ 

Signature of individual signing on behalf of debtor

Dr. Henry Ji

Printed name
Chief Executive Officer

Position or relationship to debtor

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
SCINTILLA PHARMACEUTICALS, INC.
a Delaware corporation**

WHEREAS, management of SCINTILLA PHARMACEUTICALS, INC. (the “*Corporation*”) seeks approval from the Corporation’s Board of Directors (the “*Board*”) of a proposal whereby the Corporation would (A) file a voluntary petition in the United States Bankruptcy Court for the Southern District of Texas (the “*Court*”) pursuant to Chapter 11 of the United States Bankruptcy Code (the “*Chapter 11 Filing*,” and such case, the “*Chapter 11 Case*”), (B) in connection therewith, have the power and authority to effectuate any postpetition financing transactions that may arise during the Chapter 11 Case, such as the incurrence of secured or unsecured debt or equity financing or the consensual or nonconsensual use of cash collateral (each, a “*Financing Transaction*”), and (C) evaluate other potential strategic transactions that may arise within or related to the Chapter 11 Case (the “*Potential Transactions*”); and

WHEREAS, in connection therewith, the Corporation seeks to appoint Mr. Mohsin Meghji as Chief Restructuring Officer of the Corporation; and

WHEREAS, in further connection therewith, the Corporation seeks to retain certain outside advisors, including M3 Partners (as financial advisor and investment banker), Jackson Walker LLP (as restructuring counsel), Latham & Watkins LLP (as special corporate, finance, and litigation counsel), and Stretto (as claims and noticing agent); and

WHEREAS, the Board has reviewed and considered the circumstances of the Corporation, including its current and future liabilities and strategic alternatives, and has determined that a Chapter 11 Filing is in the Corporation’s best interests; and

WHEREAS, the Board wishes to provide the Corporation with authority to commence a Chapter 11 Case, effectuate any Financing Transaction, and evaluate any other Potential Transactions.

CHAPTER 11 FILING

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Corporation to, working with its outside advisors, effectuate the Chapter 11 Filing, commence the Chapter 11 Case, and evaluate the Potential Transactions; and it is further

RESOLVED, that each proper officer of the Corporation be, and hereby is, acting singly, authorized to take all such steps and do all such acts and things as they shall deem necessary or advisable to commence the Chapter 11 Case, including, but not limited to, employing and retaining all assistance by legal counsel and accountants, financial advisors, and other professionals; executing, verifying, and delivering a voluntary petition in the name of the Corporation under Chapter 11 of the United States Bankruptcy Code and causing the same to be filed with the Court together with the execution, delivery and filing of any

other documents and customary first day pleadings; and the taking of any and all other actions necessary or desirable to make, execute, verify, and file all applications, certificates, documents, or other instruments and to do any and all acts and things that are necessary, advisable, or appropriate in order to carry out the intent and purpose of any and all of the foregoing resolution to commence Chapter 11 Case for the Corporation; and it is further

CHAPTER 11 PROFESSIONALS

RESOLVED, that Mr. Mohsin Meghji shall serve as Chief Restructuring Officer of the Corporation and shall have the powers and duties as set forth in his engagement letter, for the term set forth in such letter or, if earlier, until his earlier resignation or removal; and it is further

RESOLVED, that the Corporation is authorized, directed, and empowered to employ and retain M3 Partners as financial advisor and investment banker for the Chapter 11 Case, pursuant to the terms of its engagement letter and subject to Court approval; and it is further

RESOLVED, that the Corporation is authorized, directed, and empowered to employ and retain Jackson Walker LLP as restructuring counsel (for purposes of section 327(a) of the Bankruptcy Code) for the Chapter 11 Case, pursuant to the terms of its engagement letter and subject to Court approval; and it is further

RESOLVED, that the Corporation is authorized, directed, and empowered to employ and retain co-counsel and conflicts counsel (pursuant to section 327(a) of the Bankruptcy Code) for the Chapter 11 Case, subject to Court approval; and it is further

RESOLVED, that the Corporation is authorized, directed, and empowered to employ and retain Latham & Watkins LLP as special corporate, financing, and litigation counsel (for purposes of section 327(e) of the Bankruptcy Code) for the Chapter 11 Case, pursuant to the terms of its engagement letter and subject to Court approval; and it is further

RESOLVED, that the Corporation is authorized, directed, and empowered to employ and retain Stretto as claims and noticing agent for the Chapter 11 Case, pursuant to the terms of its engagement letter and subject to Court approval; and it is further

FINANCING TRANSACTION

RESOLVED, that, in connection with such Chapter 11 Case the Corporation be, and hereby is, authorized to (x) enter into one or more agreements to consummate one or more Financing Transactions and (y) take all actions contemplated thereby, in each case to the extent a proper officer of the Corporation shall deem it necessary or appropriate; and it is further

RESOLVED, that, in any connection with the Chapter 11 Case and any such Financing Transaction, the Corporation be, and hereby is, authorized to grant a security interest in, pledge, or otherwise encumber, as security for the obligations under any such Financing Transaction, the assets of the Corporation, to the extent a proper officer of the Corporation shall deem it necessary or appropriate; and it is further

RESOLVED, that, in connection with the Chapter 11 Case and any such Financing Transaction, each proper officer of the Corporation is hereby authorized and empowered to do or cause to be done all such acts or things and to execute and deliver, or cause to be executed and delivered, under seal or otherwise, acting alone or in combination, all such acts, acknowledgments, affidavits, agreements, certificates, documents, filings, instruments, letters, notices, recordings, statements, transactions, waivers or undertakings (including, without limitation, any and all certificates and notices required to be given or made under the terms, conditions or provisions of any of the agreements, documents or instruments executed therewith), in the name and on behalf of any Corporation and on behalf of each of the Corporation's direct or indirect subsidiaries, required by the Financing Transaction, to the extent a proper officer of the Corporation shall deem it necessary or appropriate; and it is further

GENERAL AUTHORIZATION; RATIFICATION OF PAST ACTS

RESOLVED, that the Corporation's President be, and hereby is, directed to cause a copy of these Resolutions of the Board of Directors to be inserted into the minute book of the Corporation; and it is further

RESOLVED, that the "proper officers" of the Corporation shall mean the Corporation's Chief Executive Officer, President, Treasurer, or Chief Restructuring Officer; and it is further

RESOLVED, that any proper officer's execution of any document or performance of any act, in each case, authorized by the foregoing resolutions or any document executed or act performed, in each case, by any proper officer in the accomplishment of any action or actions so authorized, is (or shall become upon delivery) the enforceable and binding act and obligation of the Corporation, without the necessity of the signature or attestation of any other officer or representative of the Corporation; and it is further

RESOLVED, that the proper officers be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to (1) make or cause to be made such agreements, amendments, instruments, filings and applications; (2) execute and deliver or cause to be executed or delivered such agreements, amendments, instruments, filings and applications; and (3) do or cause to be done such acts and things, in each case as each such proper officer deems necessary, appropriate or advisable in order to implement the intent and purposes of the foregoing resolutions, and that any and

all prior acts, acknowledgments, affidavits, agreements, certificates, documents, filings, instruments, letters, notices, recordings, statements, transactions, waivers or undertakings done (or not done) on behalf of the Corporation consistent with the foregoing resolutions be, and the same hereby are, adopted, authorized, ratified, approved and confirmed in all respects as acts of the Corporation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of Scintilla Pharmaceuticals, Inc., a Delaware corporation, hereby consent to and adopt the foregoing resolutions as of February 12, 2023, and waive the requirement that a meeting be held to accomplish the same.

Dr. Henry Ji

Henry Ji, Ph.D.

United States Bankruptcy Court
Southern District of Texas



Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 11 of the United States Bankruptcy Code, entered on 02/13/2023 at 12:48 AM and filed on 02/13/2023.

Scintilla Pharmaceuticals, Inc.

7 Switchbud Place
Suite 192-513
PO Box 513
The Woodlands, TX 77380
Tax ID / EIN: 47-4207956

The case was filed by the debtor's attorney:

Matthew D Cavanaugh

Jackson Walker LLP
1401 McKinney Street
Ste 1900
Houston, TX 77010
713-752-4200

The case was assigned case number 23-90084 to Judge Christopher M. Lopez.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.txs.uscourts.gov/> or at the Clerk's Office, United States Bankruptcy Court, PO Box 61010, Houston, TX 77208.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Nathan Ochsner
Clerk, U.S. Bankruptcy Court

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	Chapter 11
SORRENTO THERAPEUTICS INC., <i>et al.</i>)	Case No. 23-90085 (DRJ)
Debtors.)	(Jointly Administered)
)	

ORDER ON PARTY IN INTEREST, TIMOTHY CULBERSON’S, *EMERGENCY* MOTION TO DISMISS OR TRANSFER VENUE PURSUANT TO RULE 1014(a)(2) DUE TO FRAUDULENT VENUE SELECTION BY DEBTORS’ COUNSEL AND MOTION FOR RECONSIDERATION OF MOTION TO COMPEL DISCOVERY FROM LATHAM & WATKINS, LLP

I.

ORDER

This Court, having considered Party in Interest’s *Emergency* Motion to Dismiss or Transfer Venue Pursuant to Rule 1014(a)(2) Due to Fraudulent Venue Selection by Debtors’ Counsel and Motion for Reconsideration of Motion to Compel Discovery from Latham Watkins, LLP and related filings; the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; it appearing that this motion and request for relief is in the best interest of the Debtors’ estates, their creditors, and parties in interest; and after due deliberation and sufficient cause appearing herein, it is **HEREBY ORDERED THAT:**

Latham & Watkins, LLP fully respond to Party in Interest, Timothy L. Culberson’s First Request for Production within 14 business days of the signing of this order. **IT IS FURTHER ORDERED THAT;**

Such production of documents should be sent electronically/digitally to The Culberson Law Office at tim@culbersonlaw.com; **IT IS FURTHER ORDERED THAT;**

All such documents shall be produced in their original format containing all original metadata in order to fully authenticate the digital documents. **IT IS FURTHER ORDERED THAT;**

This case be immediately dismissed/transferred to a proper venue.

(SIGNATURE FOLLOWS ON PAGE 2)

Signed _____, 202__.

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUTCY JUDGE

APPROVED AS TO FORM ONLY

Respectfully submitted,

THE CULBERSON LAW OFFICE, PLLC



Timothy L. Culberson
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Spring, Texas 77386
Telephone: (281) 825-4977
Fax: (281) 674-8161
Email: tim@culbersonlaw.com

PRO SE PARTY IN INTEREST

CERTIFICATE OF SERVICE

By my signature above, I hereby certify that the above foregoing instrument was served on all counsel of record and all parties appeared herein on this the 8th day of February, 2024 by the Court's CM/ECF system.