

**Nicholas Stevens, Esq. (ID No. 7507)**  
**STARR, GERN, DAVISON & RUBIN, P.C.**  
**105 Eisenhower Parkway**  
**Roseland, NJ 07068-1050**  
**(973) 403-9200 (Phone)**  
**(973) 226-0031 (Fax)**  
**www.starrgern.com**  
**Attorneys for Plaintiff**

IMMUNOMEDICS, INC.,

Plaintiff,

vs.

THE BOARD OF DIRECTORS OF ROGER  
WILLIAMS MEDICAL CENTER,  
RICHARD P. JUNGHANS, M.D., Ph.D.,  
STEVEN C. KATZ, M.D., THE OFFICE OF  
THE BOARD OF ADVISORS OF TUFTS  
UNIVERSITY SCHOOL OF MEDICINE,  
ABC ENTITIES 1-10 and JOHN DOES 1-10,

Defendants.

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

Civil Action No. \_\_\_\_\_

**COMPLAINT DESIGNATION OF  
TRIAL COUNSEL**

Plaintiff IMMUNOMEDICS, INC., with a principal place of business located at 300 The American Road, Morris Plains, Morris County, New Jersey 07950, through the above counsel, alleges by complaint against defendants, as follows:

#### **THE PARTIES**

1. Plaintiff IMMUNOMEDICS, INC. (“Immunomedics”) is a Delaware corporation and a New Jersey-based biopharmaceutical company primarily focused on the development of monoclonal antibody-based products (“mAbs”) for the targeted treatment of cancer, autoimmune and other serious diseases.

2. Defendant THE BOARD OF DIRECTORS OF ROGER WILLIAMS MEDICAL CENTER (“Directors”) is the governing body of ROGER WILLIAMS MEDICAL CENTER (“RWMC”) an academic medical center, with a principal place of business located at 825 Chalkstone Avenue, Providence, Rhode Island, 02908. RWMC engages in research and development of cancer-related drugs, clinical trials, diagnosis, and treatment of cancer. RWMC also patents medical discoveries, including those developed by RWMC and its medical staff, and derives income through licensing royalties.

3. Defendant THE OFFICE OF THE BOARD OF ADVISORS OF TUFTS UNIVERSITY SCHOOL OF MEDICINE (“Advisors”) is the governing body of TUFTS UNIVERSITY SCHOOL OF MEDICINE (“TUSM”), with a principal place of business located at 145 Harrison Avenue, Boston, Massachusetts, 02111. TUSM engages in research and development of cancer-related drugs, clinical trials, diagnosis, and treatment of cancer. TUSM also patents medical discoveries, including those developed by TUSM and its medical staff, and derives income through licensing royalties. TUSM markets heavily and directly to New Jersey residents.

4. Defendant RICHARD P. JUNGHANS, M.D., Ph.D. (“Dr. Junghans”), is an individual residing in Massachusetts. Dr. Junghans is a medical doctor who was employed by RWMC during a period that included 2008 to 2014. He subsequently was, and now is, employed by TUSM as a professor and member of the faculty.

5. Defendant STEVEN C. KATZ, M.D. (“Dr. Katz”), is an individual residing in Rhode Island. Dr. Katz is a medical doctor who is an employee, contractor, agent, or is otherwise affiliated with RWMC.

6. Defendants ABC ENTITIES 1-10 are fictitious names of entities that engaged in the wrongful conduct alleged herein but whose identities are not yet known.

7. Defendants JOHN DOES 1-10 are fictitious names of individuals that engaged in the wrongful conduct alleged herein but whose identities are not yet known.

### **JURISDICTION AND VENUE**

8. The United States District Court for the District of New Jersey, Newark Vicinage, has jurisdiction and venue over this matter because there is complete diversity and the amount in controversy exceeds \$75,000, plaintiff asserts federal patent claims, plaintiff resides in Morris County, New Jersey, defendants engaged in intentional torts against a New Jersey resident, and defendants do business and solicit business in New Jersey. Among other things, Dr. Junghans and Dr. Katz separately visited Immunomedics in New Jersey during the dealing between Immunomedics and Dr. Junghans and RWMC.

### **FACTS**

9. In or about December 2008, Immunomedics entered into a Material Transfer Agreement (“MTA”), dated December 11, 2008, with RWMC and Dr. Junghans. The MTA designated Dr. Junghans as the “Principal Investigator.” As it states, the MTA is to be construed and governed in accordance with New Jersey law.

10. MTAs are commonly executed by entities and research scientists in order to increase the chances of success through cooperation and the establishment of additional research and development, and to state the recipients’ obligations to the provider so as to, for example, protect the provider’s proprietary interest in the materials.

11. Immunomedics has title, possession, and all rights in the MN-14 antibodies, including related materials and associated know how and data.

12. Pursuant to the MTA, in 2008, Immunomedics supplied to RWMC and Dr. Junghans (“Recipients”), and Recipients accepted, the “Murine MN14 antibody including related materials and associated know how and data,” known as the “Research Material.”

13. Pursuant to the MTA, the Recipients were obligated to use the Research Material solely in connection with their “Research Project,” and solely in Recipient’s Laboratories.

14. Pursuant to the MTA, Immunomedics’s supplying the Research Material to the Recipients did not grant Recipients any rights in the Research Material, including the data provided therein, which remains the exclusive proprietary property of Immunomedics.

15. The Research Materials include, but are not limited to, clones, vectors, antibodies, scFv, CAR, and CAR-T cells that contain MN-14 coding sequences.

16. Pursuant to the MTA, the Recipients are obligated to return the Research Materials to Immunomedics.

17. Pursuant to the MTA, the Recipients agreed to keep confidential any information relating to the Research Material, except as provided in the MTA.

18. Pursuant to the MTA, the Recipients agreed to inform Immunomedics in writing of the results of the Research Project.

19. Pursuant to the MTA, the Recipients agreed to provide 30 days notification prior to submitting any manuscript or giving any presentation describing the results of the Research Project to any third party. Such notification would enable Immunomedics to exercise its right to delete

any unpublished data pertaining to the Research material if such release could be harmful to the interests of Immunomedics.

20. Pursuant to the MTA, Section 9, the Recipients agreed to handle and store the Research Materials in compliance with all applicable laws and governmental regulations.

21. Pursuant to the MTA, the Recipients agreed to indemnify Immunomedics from any loss, cost, damage, or expense (including reasonable attorney's fees), including for any breach by Recipients of Section 9 of the MTA.

22. Pursuant to the MTA, Immunomedics has the right of first refusal of an exclusive license of any "Research Product" developed by Recipients "utilizing research employing" the Research Material.

23. Dr. Katz is bound by the MTA because he is a researcher employed by RWMC and, prior to Dr. Junghans leaving RWMC, Dr. Katz assisted Dr. Junghans with studies involved in the Research Project, using the Research Materials.

24. The Recipients breached the MTA by, among other things, failing to: (a) use the Research Material solely in connection with their "Research Project," and (b) solely in Recipient's Laboratories; (c) keep confidential any information relating to the Research Material, except as provided in the MTA; (d) inform Immunomedics in writing of the results of the Research Project; (e) provide 30 days notification prior to submitting any manuscript or giving any presentation describing the results of the Research Project to any third party; (f) handle and store the Research materials in compliance with all applicable laws and governmental regulations; (g) provide to Immunomedics the right of first refusal of an exclusive license of any "Research Product"

developed by Recipients “utilizing research employing” the Research Material; and (h) return the Research Materials to Immunomedics.

25. Dr. Junghans, when affiliated with RWMC, was a co-author of a manuscript entitled, “2<sup>nd</sup> Generation Anti-CEA Designer T Cells, etc.,” published in *Clinical Cancer Research*, 2008 December 15 (“2008 Manuscript”).

26. Dr. Junghans’s contribution to the 2008 Manuscript arose from and reflected his work on the Research Project with the Research Materials.

27. The Recipients failed to provide Immunomedics 30 days notification prior to submitting their portion of the 2008 Manuscript to *Clinical Cancer Research*.

28. Dr. Junghans, when affiliated with RWMC, authored a report entitled, “PT-Cell Gene Therapy to Eradicate Disseminated Breast Cancers,” which he submitted to the U.S. Army Medical Research and Material Command, Fort Detrick, Maryland, published May 1, 2010 (“2010 Report”).

29. Dr. Junghans’s authoring of the 2010 Report arose from and reflected his work on the Research Project with the Research Materials.

30. The Recipients failed to provide Immunomedics 30 days notification prior to submitting the 2010 Report to the U.S. Army Medical Research and Material Command, Fort Detrick, Maryland.

31. Dr. Junghans, when affiliated with RWMC, was a co-author of a manuscript entitled, “Anti-HIV Designer T Cells Progressively Eradicate, etc.,” published in *Virology*, 2013 November (“2013 Manuscript”).

32. Dr. Junghans's contribution to the 2013 Manuscript arose from and reflected his work on the Research Project with the Research Materials. Moreover, the work presented in the 2013 Manuscript exceeded the scope of activities allowed under the Research Project.

33. The Recipients failed to provide Immunomedics 30 days notification prior to submitting their portion of the 2013 Manuscript to *Virology*.

34. Dr. Junghans and Dr. Katz, both when affiliated with RWMC, were co-authors of a manuscript entitled, "Neutrophil: lymphocyte ratios and serum cytokine changes, etc.," published in *Cancer Gene Therapy*, 2014 November ("2014 Manuscript").

35. Dr. Junghans's and Dr. Katz's contributions to the 2014 Manuscript arose from and reflected their work on the Research Project with the Research Materials.

36. The Recipients failed to provide Immunomedics 30 days notification prior to submitting their portion of the 2014 Manuscript to *Cancer Gene Therapy*.

37. Dr. Junghans and Dr. Katz, when affiliated with RWMC, were co-authors of a manuscript entitled, "Liver myeloid-derived suppressor cells expand, etc.," published by Springer-Verlag Berlin Heidelberg in 2015 ("2015 Manuscript").

38. Dr. Junghans's and Dr. Katz's contributions to the 2015 Manuscript arose from and reflected their work on the Research Project with the Research Materials.

39. The Recipients failed to provide Immunomedics 30 days notification prior to submitting their portion of the 2015 Manuscript to Springer-Verlag Berlin Heidelberg.

40. The defendants published other articles and made presentations describing the results of the Research Project to third parties without giving Immunomedics any notice.

41. Dr. Junghans took the Research Material and the data provided therein to TUSM when he left RWMC's employment and began employment with TUSM.

42. As a result, Dr. Junghans used the Research Materials for purposes other than the "Research Project," and not in Recipient's Laboratories.

43. When Dr. Junghans left RWMC, he left stocks of the Research Materials in the possession of Dr. Katz.

44. Dr. Katz planned to perform, and did perform additional studies with the Research Materials, including administering them to cancer patients at RWMC, and did make and intends to make additional publications based on the Research Materials without plaintiff's authorization.

45. Dr. Katz is not a Recipient pursuant to the MTA nor did he have permission from Immunomedics to possess or use the Research Materials himself.

46. By letter dated May 8, 2015, Immunomedics advised Dr. Junghans, that taking the Research Materials to TUMC was an unauthorized transfer of the research Materials, and that he otherwise had engaged in numerous violations of the MTA, including by making publications without notice.

47. As a result, Immunomedics further advised Dr. Junghans that it was terminating the MTA and demanded return of the Research Materials including "all remaining stocks of Immunomedics' hMN-14 antibody or derivatives thereof and/or nucleic acid sequences encoding the hMN-14 antibody, antibody fragment or derivatives thereof . . ."

48. Immunomedics also demanded through that letter that Dr. Junghans cease and desist from conducting any further research with the Research Materials.



49. Immunomedics also demanded through that letter that Dr. Junghans provide the MTA required notice prior to making any publications based on already existing data.

50. Immunomedics also put RWMC and TUMC on notice, and made demand upon them, by copying them on the above correspondence.

51. Despite receiving that May 8, 2015 letter, the Recipients failed to return all of the Research Materials; more specifically, Dr. Junghans did not ship to Immunomedics any derivatives of the hMN-14 antibody, despite having improperly disclosed them in his publications, without notice to Immunomedics.

52. Despite receiving that May 8, 2015 letter, the Recipients also failed to cease and desist in conducting further research, and failed to give proper notice of any future publications.

53. By letter dated May 27, 2015, Immunomedics reiterated to Dr. Junghans, RWMC, and TUMC, that all Research Materials, as described in the earlier correspondence, had to be returned.

54. Despite receiving that May 27, 2015 letter, the Recipients failed to return the requested Research Materials.

55. The Recipients continue to conduct research and prepare potential publications based on their work with the Research Materials.

56. The Recipients also have applied, and will continue to apply, for patents for antibodies containing or derived from the Research Materials.

57. Immunomedics is conducting clinical trials in patients with cancer, using antibodies containing or derived from the Research Materials.

58. Immunomedics has filed patents for products created from and containing the Research Materials.

59. The Research Materials, if successfully developed even to an early clinical stage of sufficient potential, can attract a “Big Pharma” company to invest in the development, license the product, purchase the developing company, or enter into some other financial arrangement potentially worth hundreds of millions of dollars to the developing company. In fact, small biopharmaceutical companies like Immunomedics may devote their entire existences to developing many antibodies at great expense until one reaches that critical stage sufficient for the product candidate to be licensed, bought, or commercialized. Thus, the companies and their shareholders rely on the careful protection of the antibodies and the rights associated with them.

60. The Defendants intend to profit financially from their use of the Research Materials, and to exclude Immunomedics from such profit.

**FIRST COUNT**  
**(Breach of Contract – RWMC and Dr. Junghans)**

61. Plaintiff repeats and realleges the above paragraphs.

62. By engaging in the conduct described above, including improperly using and sharing the Research Materials, making publications without proper notice, and failing to return the Research Materials, RWMC and Dr. Junghans breached the MTA

63. As a direct result of their breaches, plaintiff has been damaged, will continue to suffer damages, and will be irreparably harmed if the Research Materials are not returned.

**WHEREFORE**, plaintiff demands judgment against defendants, jointly and severally, for return of its Research Materials, including all remaining stocks of Immunomedics’ hMN-14

antibody or derivatives thereof and/or nucleic acid sequences encoding the hMN-14 antibody, antibody fragment or derivatives thereof, an injunction barring defendants' further development and transfer of those Materials, damages, punitive damages, attorney's fees, costs, and such other relief as the Court deems equitable and just.

**SECOND COUNT**

**(Breach of Covenant of Good Faith and Fair Dealing – RWMC and Dr. Junghans)**

64. Plaintiff repeats and realleges the above paragraphs.

65. By engaging in the conduct described above, to the extent that the conduct does not violate the express terms of the MTA but still deprives Immunomedics of the "fruits" of the MTA, RWMC and Dr. Junghans breached the covenant of good faith and fair dealing implied in the MTA.

66. As a direct result of their breaches, plaintiff has been damaged, will continue to suffer damages, and will be irreparably harmed if the Research Materials are not returned.

**WHEREFORE**, plaintiff demands judgment against defendants, jointly and severally, for return of its Research Materials, including all remaining stocks of Immunomedics' hMN-14 antibody or derivatives thereof and/or nucleic acid sequences encoding the hMN-14 antibody, antibody fragment or derivatives thereof, an injunction barring defendants' further development and transfer of those Materials, damages, punitive damages, attorney's fees, costs, and such other relief as the Court deems equitable and just.

**THIRD COUNT**

**(Tortious Interference with Prospective Economic Gain – All Defendants)**

67. Plaintiff repeats and realleges the above paragraphs.

68. Plaintiff has a reasonable expectation of economic gain resulting from the research and development of the Research Materials that defendants knowingly continue to possess and to develop in breach of the MTA and without plaintiff's consent, and contrary to plaintiff's demand that its Research Materials be returned.

69. Defendants' conduct constitutes tortious interference with Immunomedics's prospective economic gain.

70. Defendants' conduct directly results in damages to plaintiff, plaintiff will continue to suffer damages, and will be irreparably harmed if the Research Materials are not returned.

**WHEREFORE**, plaintiff demands judgment against defendants, jointly and severally, for return of its Research Materials, including all remaining stocks of Immunomedics' hMN-14 antibody or derivatives thereof and/or nucleic acid sequences encoding the hMN-14 antibody, antibody fragment or derivatives thereof, an injunction barring defendants' further development and transfer of those Research Materials, damages, punitive damages, attorney's fees, costs, and such other relief as the Court deems equitable and just.

**FOURTH COUNT**  
**(Tortious Interference with Contracts – All Defendants)**

71. Plaintiff repeats and realleges the above paragraphs.

72. As defendants are aware, plaintiff has licensing agreements with other entities through which it has a reasonable expectation of economic gain resulting from the research and development of products created from and including the Research Materials.

73. In addition, Dr. Junghans works with the Research Materials at TUSM, with the knowledge of TUSM and its Advisors.

74. Defendants' conduct constitutes tortious interference with Immunomedics's contracts with those entities.

75. Defendants' conduct directly results in damages to plaintiff, plaintiff will continue to suffer damages, and will be irreparably harmed if the Research Materials are not returned.

**WHEREFORE**, plaintiff demands judgment against defendants for return of its Research Materials, including all remaining stocks of Immunomedics' hMN-14 antibody or derivatives thereof and/or nucleic acid sequences encoding the hMN-14 antibody, antibody fragment or derivatives thereof, an injunction barring defendants' further development and transfer of those Research Materials, damages, punitive damages, attorney's fees, costs, and such other relief as the Court deems equitable and just.

**FIFTH COUNT**  
**(Misappropriation – All Defendants)**

76. Plaintiff repeats and realleges the above paragraphs.

77. By knowingly continuing to possess and to develop plaintiff's Research Materials in breach of the MTA and without plaintiff's consent, and contrary to plaintiff's demand that its Research Materials be returned, defendants have misappropriated plaintiff's property.

78. By reason of defendants' misappropriation, plaintiff has been damaged, will continue to suffer damages, and will be irreparably harmed if the Research Materials are not returned.

**WHEREFORE**, plaintiff demands judgment against defendants, jointly and severally, for return of its Research Materials, including all remaining stocks of Immunomedics' hMN-14 antibody or derivatives thereof and/or nucleic acid sequences encoding the hMN-14 antibody,

antibody fragment or derivatives thereof, an injunction barring defendants' further development and transfer of those Materials, damages, punitive damages, attorney's fees, costs, and such other relief as the Court deems equitable and just.

**SIXTH COUNT**  
**(Conversion – All Defendants)**

79. Plaintiff repeats and realleges the above paragraphs.

80. By knowingly continuing to possess and to develop plaintiff's Research Materials in breach of the MTA and without plaintiff's consent, and contrary to plaintiff's demand that its Research Materials be returned, defendants have converted plaintiff's property.

81. As a direct result of defendants' conversion, plaintiff has been damaged, will continue to suffer damages, and will be irreparably harmed if the Research Materials are not returned.

**WHEREFORE**, plaintiff demands judgment against defendants, jointly and severally, for return of its Research Materials, including all remaining stocks of Immunomedics' hMN-14 antibody or derivatives thereof and/or nucleic acid sequences encoding the hMN-14 antibody, antibody fragment or derivatives thereof, an injunction barring defendants' further development and transfer of those Materials, damages, punitive damages, attorney's fees, costs, and such other relief as the Court deems equitable and just.

**SEVENTH COUNT**  
**(Bailment – All Defendants)**

82. Plaintiff repeats and realleges the above paragraphs.

83. By knowingly continuing to possess and to develop plaintiff's Research Materials in breach of the MTA and without plaintiff's consent, and contrary to plaintiff's demand that its Research Materials be returned, each defendant is a bailee of plaintiff's property.

84. As a direct result of defendants' bailment, plaintiff has been damaged, will continue to suffer damages, and will be irreparably harmed if the Research Materials are not returned.

**WHEREFORE**, plaintiff demands judgment against defendants, jointly and severally, for return of its Research Materials, including all remaining stocks of Immunomedics' hMN-14 antibody or derivatives thereof and/or nucleic acid sequences encoding the hMN-14 antibody, antibody fragment or derivatives thereof, an injunction barring defendants' further development and transfer of those Materials, damages, punitive damages, attorney's fees, costs, and such other relief as the Court deems equitable and just.

**EIGHTH COUNT  
(Negligence - RWMC)**

85. Plaintiff repeats and realleges the above paragraphs.

86. By failing to prevent Dr. Junghans from transferring the Research Materials to TUMC, RWMC and its Directors were negligent in its management and control of Dr. Junghans and of Immunomedics's Research Material.

87. As a direct result of those defendants' negligence, plaintiff has been damaged, will continue to suffer damages, and will be irreparably harmed if the Research Materials are not returned.

**WHEREFORE**, plaintiff demands judgment against defendant for return of its Research Materials, including all remaining stocks of Immunomedics' hMN-14 antibody or derivatives thereof and/or nucleic acid sequences encoding the hMN-14 antibody, antibody fragment or derivatives thereof, an injunction barring defendants' further development and transfer of those Materials, damages, punitive damages, attorney's fees, costs, and such other relief as the Court deems equitable and just.

**NINTH COUNT**  
**(Vicarious Liability – RWMC and Directors)**

88. Plaintiff repeats and realleges the above paragraphs.

89. RWMC, as Dr. Junghans's former employer, is vicariously liable for his providing the Materials to TUMC.

90. As a direct result of Dr. Junghans's conduct, for which RWMC is vicariously liable, plaintiff has been damaged, will continue to suffer damages, and will be irreparably harmed if the Research Materials are not returned.

**WHEREFORE**, plaintiff demands judgment against defendants, jointly and severally, for return of its Research Materials, including all remaining stocks of Immunomedics' hMN-14 antibody or derivatives thereof and/or nucleic acid sequences encoding the hMN-14 antibody, antibody fragment or derivatives thereof, an injunction barring defendants' further development and transfer of those Materials, damages, punitive damages, attorney's fees, costs, and such other relief as the Court deems equitable and just.



**TENTH COUNT**  
**(Negligence – Dr. Junghans)**

91. Plaintiff repeats and realleges the above paragraphs.

92. By providing the Materials to TUMC, Dr. Junghans was negligent in his management and control of Immunomedics's Research Material.

93. As a direct result of Dr. Junghans's negligence, plaintiff has been damaged, will continue to suffer damages, and will be irreparably harmed if the Research Materials are not returned.

**WHEREFORE**, plaintiff demands judgment against defendant for return of its Research Materials, including all remaining stocks of Immunomedics' hMN-14 antibody or derivatives thereof and/or nucleic acid sequences encoding the hMN-14 antibody, antibody fragment or derivatives thereof, an injunction barring defendants' further development and transfer of those Materials, damages, punitive damages, attorney's fees, costs, and such other relief as the Court deems equitable and just.

**ELEVENTH COUNT**  
**(Patent Infringement – 540 Patent)**

94. Immunomedics is the owner of U.S. Patent No. 5,874,540 ("540 Patent"), entitled "CDR-grafted type III anti-CEA humanized mouse monoclonal antibodies." The 540 Patent was issued on February 23, 1999, and expires on February 23, 2016.

95. Defendants, and each of them, have been infringing, and indirectly inducing or contributing to infringement of plaintiff's 540 Patent, in this judicial district and elsewhere in the U.S. and world by, among other things, using, developing, distributing, and publishing

information about, without license or other permission, antibodies derived from and containing the antibodies covered by the 540 Patent.

96. Defendants' infringement has caused and will continue to cause injury to plaintiff; thus, they are liable to plaintiff for patent infringement pursuant to 35 U.S.C. §271.

97. If facts discovered before trial reveal that defendants' infringement has been willful, plaintiff reserves the right to request a finding at the time of trial.

98. As a result of defendants' infringement, plaintiff has suffered damages.

99. If defendants, and their employees, agents, representatives, and affiliates, are not enjoined from continued infringement, plaintiff will be irreparably harmed.

**TWELFTH COUNT**  
**(Patent Infringement – 924 Patent)**

100. Immunomedics is the owner of U.S. Patent No. 6,676,924 B2 ("924 Patent"), entitled "CDR-grafted type III anti-CEA humanized mouse monoclonal antibodies." The 924 Patent was issued on January 13, 2004, and expired on October 5, 2014.

101. Prior to October 5, 2014, Defendants, and each of them, have been infringing, and indirectly inducing or contributing to infringement of plaintiff's 924 Patent, in this judicial district and elsewhere in the U.S. and world by, among other things, using, developing, distributing, and publishing information about, without license or other permission, methods for treating a patient with antibodies derived from and containing the antibodies covered by the 924 Patent.

102. Defendants' infringement has caused injury to plaintiff; thus, they are liable to plaintiff for patent infringement pursuant to 35 U.S.C. §271.

103. If facts discovered before trial reveal that defendants' infringement has been willful, plaintiff reserves the right to request a finding at the time of trial.

104. As a result of defendants' infringement, plaintiff has suffered damages.

**THIRTEENTH COUNT**  
**(Patent Infringement – 893 Patent)**

105. Immunomedics is the owner of U.S. Patent No. 6,926,893 ("893 Patent"), entitled "Multi-stage cascade boosting vaccine." The 893 Patent was issued on August 9, 2005, and expired on February 9, 2013.

106. Prior to February 9, 2013, Defendants, and each of them, have been infringing, and indirectly inducing or contributing to infringement of plaintiff's 893 Patent, in this judicial district and elsewhere in the U.S. and world by, among other things, using, developing, distributing, and publishing information about, without license or other permission, methods for inducing a cellular immune response against tumors that express carcinoembryonic antigen, with transfected T cells containing antibodies covered by and/or derived from antibodies covered by the 893 Patent.

107. Defendants' infringement has caused injury to plaintiff; thus, they are liable to plaintiff for patent infringement pursuant to 35 U.S.C. §271.

108. If facts discovered before trial reveal that defendants' infringement has been willful, plaintiff reserves the right to request a finding at the time of trial.

109. As a result of defendants' infringement, plaintiff has suffered damages.

**WHEREFORE**, plaintiff demands judgment against defendants, jointly and severally, for:

1. A declaration that defendants, and each of them, have infringed on each of plaintiff's patents identified above;
2. A permanent injunction against defendants, and each of them, enjoining them from infringing plaintiff's patents identified above;
3. Damages, costs, expenses, and pre-judgment and post-judgment interest, from defendants, jointly and severally, for infringement pursuant to 35 U.S.C. §284;
4. A finding that this is an exceptional case pursuant to 35 U.S.C. §285, and awarding plaintiff reasonable attorney's fees;
5. All other relief as the Court may find equitable and just.

#### **DESIGNATION OF TRIAL COUNSEL**

Plaintiff designates Nicholas Stevens as trial counsel.

#### **CERTIFICATION**

I certify that, to the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, that no other action or arbitration proceeding is contemplated, and that no other parties should be joined in the action.

STARR, GERN, DAVISON & RUBIN, P.C.  
105 Eisenhower Parkway  
Roseland, New Jersey 07068  
Attorneys for plaintiff

By: s/ Nicholas Stevens  
NICHOLAS STEVENS

DATED: June 26, 2015