



GRANTED WITH MODIFICATIONS

Filed: Sep 27 2007 5:15PM EDT
Transaction ID: 10475819
Case No. 2471-VCS



**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

SINOMAB BIOSCIENCE LIMITED,)	
SKYTECH TECHNOLOGY LIMITED,)	
and SHUI-ON LEUNG,)	
)	Civil Action No. 2471-VCS
Plaintiffs,)	
v.)	
)	
IMMUNOMEDICS, INC.)	
)	
Defendant.)	

ORDER

On this ___ day of _____, 2007, having considered Defendant Immunomedics, Inc.'s Motion to Compel Discovery and for the reasons announced at the hearing on September 6, 2007,

IT IS HEREBY ORDERED:

- (1) Defendant's motion is DENIED in part and GRANTED in part;
- (2) Defendant Immunomedics, Inc., is not entitled to disclosure of Dr. Leung's privileged communications with counsel regarding Plaintiffs' representation in the April 18, 2007, production letter that Dr. Yang's lab notebook contained a "date error";
- (3) Plaintiffs' counsel's speaking objection during the deposition of Plaintiff Shui-on Leung on July 19, 2007, violated Court of Chancery Rule 30(d);

SINOMAB BIOSCIENCE LIMITED, SKYTECH TECHNOLOGY LIMITED, and SHUI-ON LEUNG,

Plaintiffs, v.

IMMUNOMEDICS, INC.

Defendant.

)))) Civil Action No. 2471-VCS)))))

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(4) Plaintiffs shall pay Defendant Immunomedics, Inc.'s reasonable costs incurred in obtaining this order, pursuant to Court of Chancery Rules 30(d) and 37, including Defendant Immunomedics, Inc.'s reasonable attorneys' fees.

Vice Chancellor Strine

1604822/3

(4) Plaintiffs shall pay Defendant Immunomedics, Inc.'s reasonable costs incurred in obtaining this order, pursuant to Court of Chancery Rules 30(d) and 37,

including Defendant Immunomedics, Inc.'s reasonable attorneys' fees.

Vice Chancellor Strine

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This document constitutes a ruling of the court and should be treated as such.

Court: DE Court of Chancery

Judge: Leo E Strine

**File & Serve
Transaction ID:** 16432355

Current Date: Sep 27, 2007

Case Number: 2471-VCS

Case Name: CONF ORDER SinoMab BioScience Ltd et al vs Immunomedics Inc

Court Authorizer

Comments:

The parties have asked for clarification of my bench ruling. In shifting costs, I spoke imprecisely but clearly meant to shift attorneys' fees as well as other costs. Frankly, the non-moving party's failure to concede the impropriety of the speaking objection was not gracious, nor was its counsel's earlier Orwellian communication about what its client now claims to be a document that was falsely dated at his own direction. That Orwellian communication did not give fair notice to counsel that the document was in fact (if the client is telling the truth) back-dated at his direction.

Rather than confessing error and proposing a fitting and proportionate remedy, the non-moving party largely resisted all relevant discovery into the circumstances of this odd situation. Although it is true I did not grant the moving party the precise remedy it sought, I granted it relief and consider the commission motions part of that relief. To account for the lack of full success and the reasonableness of opposing the precise relief sought, I will require the moving party to reduce its requested fees by 25%.

In granting this award, I also take into account the fact that the improper objection is difficult to cure, in the sense that it clearly put the client on notice of what the lawyer wished him to say. Who knows what he would have said without improper coaching.

/s/ Judge Leo E Strine

Court: DE Court of Chancery

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