

## Case Summary

On April 11, 2009, the day before she would die, Simone Langston is alleged to have entered into an agreement with Defendant Dr. Lefu Harrison, allowing her/him to biopsy her cancer cells and to assign exclusive rights to the cells to Dr. Harrison, in exchange for \$200,000. At the time, Simone was 72 years old and suffering from advanced forms of cancer. Defendant, a pathologist at United General Hospital in Pittsburgh, discovered that Simone's metastasized colon cancer cells, which s/he named SiLa, harbored extraordinary properties. Dr. Harrison believed that through the use of genetic engineering, s/he could reprogram SiLa and create a novel cure for cancer. Shortly after Simone's death, Dr. Harrison formed SiLa, Inc. and raised in excess of \$50 million dollars of venture capital funding. Dr. Harrison is currently developing SiLa into what s/he hopes will be a revolutionary advent for scientists and medical researchers across the globe.

Plaintiff, The Estate of Simone Langston, by and through Avery Langston, Simone's daughter/son, challenges the validity of the agreement claiming Simone lacked the capacity (or competency) to enter into any kind of contract with Dr. Harrison. Avery is Simone's only surviving heir and the executor of her estate. The Estate argues that Simone's incapacity renders any agreement for the sale of her cancer cells invalid. It claims that Simone's aggressive chemotherapy scheme, high dosage morphine intake, and generally failing mental state, made it impossible for Simone to read, understand and make competent decisions regarding her medical care or to understand a complex contract concerning the rights to SiLa, as evidenced, in part, by a competency examination she badly failed a few days prior to her death. In addition, The Estate claims it unlikely that Simone would have consented to the biopsy of her cells since she was a member of the Temple of Bona Valetudo, a small but devout religious sect which believed that removal of any part of the human body, no matter how small, was a terrible sin. The Estate also denies that Avery Langston entered into a separate agreement with Dr. Harrison for the rights to SiLa as Simone's de facto legal guardian.

Defendant Dr. Harrison claims that s/he was granted permission to remove the cells and now possesses full rights to the cells through the April 11 contract. Defendant asserts that Simone was competent to enter into the agreement, as supported by a competency exam administered within an hour or so of Simone Langston's execution of the contract by which she granted SiLa rights to Defendant and provided her consent to the biopsy. Defendant also claims that first-hand witness testimony supports a finding that Simone lucidly decided to sell her tissue. Simone's medical insurer had refused to cover her huge medical bill and her only significant asset was her home, in which Avery and her/his own family lived. Simone was concerned that Avery would lose the home. According to the Defendant, Simone also felt an obligation to help humanity, and it was for these reasons that she knowingly sold her tissue. In the alternative, Defendant asserts that if Simone is found incompetent, s/he still retains the rights to SiLa as a result of a separate agreement reached between Defendant and Avery Langston.

At trial, Plaintiff will present three witnesses: (1) Avery Langston, Simone's daughter/son; (2) Dr. Tabor Caget, Simone's oncologist; and (3) Dr. Farley Davis, a competency expert. The Defense will also call three witnesses: (1) Gopi Anandganda, Simone's primary nurse; (2) Dr. Lefu Harrison, the defendant; and (3) Dr. Quincy Ebardiar, a competency expert.