IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

VINCERX PHARMA, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No: S23C-09-003 MHC
	)	
YOURWAY TRANSPORT, INC.,	)	
	)	
	)	
Defendant.	)	
	)	

ORDER

Submitted: March 19, 2026
Decided: April 21, 2026

Upon Consideration of Defendant's Motion for a New Trial, or, in the Alternative, Remittitur, **DENIED.**

Sean A. Meluney, Esquire and Matthew D. Beebe, Esquire, Meluney, Alleman & Spence, LLC, Lewes, Delaware, *Attorneys for Plaintiff.*

Joseph J. Bellew, Esquire, and Chelsea A. Botsch, Esquire, Gordon, Rees, Scully, Manskuhani, LLP, Wilmington, Delaware, *Attorneys for Defendant*.

CONNER, J.

Before the Court is Yourway Transport, Inc.'s ("Defendant") Motion for a New Trial, or in the Alternative, Remittitur. Defendant filed the instant Motion on March 19, 2026. Vincerx Pharma, Inc. ("Plaintiff") filed its response on March 27, 2026. Defendant asks the Court to hold the Motion in abeyance until the trial transcripts are available. However, holding the Motion in abeyance pending the release of trial transcripts is unnecessary. Upon consideration of the Motion for a New Trial, or in the Alternative, Remittitur, it appears to the Court that:

1. On March 5, 2026, the jury returned a verdict in favor of Vincerx Pharma, Inc., for an amount of $7,650,000.00 in damages.

2. In its Motion, Defendant argues three things: (1) the damages award is against the weight of the evidence; (2) the verdict reflects an improper measure of damages; and (3) the combined effect of evidentiary rulings limited the jury's damages analysis.

3. To grant a Motion for a New Trial under Superior Court Civil Rule 59, "the verdict must be manifestly and palpably against the weight of the evidence or for some reason, or combination of reasons, justice would miscarry if it were allowed to stand."[1] Stated differently, the verdict must be "so grossly out of proportion to the evidence presented as to

[1] *Clean Harbors, Inc. v. Union Pac. Corp.*, 2017 WL 5606953, at *1 (Del. Super. Ct. 2017), *aff'd,* 201 A.3d 1161 (Del. 2019)(quoting *Broderick v. Wal–Mart Stores, Inc.,* 2002 WL 388117, at *1 (Del. Super. 2002)).

shock the Court's conscience and sense of justice."[2] Delaware courts give great deference to jury verdicts.[3] "In the face of any reasonable difference of opinion, courts will yield to the jury's decision."[4] "[T]here is a presumption that the jury verdict is correct."[5]

The Damages Award is Not Against the Great Weight of the Evidence

4. In its Motion, Defendant argues that Plaintiff's damages were premised on the hypothetical idea of restarting the program from scratch, not the actual cost incurred for the destroyed cell banks. Furthermore, the trial testimony demonstrated that the program had halted and had not restarted, which was unrelated to Defendant. Lastly, the damages do not reflect the certified value of the materials that were shipped. Instead, the damages were premised upon the reconstruction of an entirely new cell bank. For these reasons, Defendant argues that the damages reflect a hypothetical project and not the actual damages that were lost.

5. Delaware courts can set aside a jury verdict for being against the great weight of the evidence only if "the evidence preponderates so heavily

[2] *Carpenter v. Liberty Mut. Ins. Co.*, 2025 WL 213850, at *1 (Del. Super. Ct. 2025).
[3] *Clean Harbors, Inc.*, 2017 WL 5606953, at *1.
[4] *Id.* (quoting *Broderick,* 2002 WL 388117, at *1).
[5] *Id.* (quoting *Daub v. Daniels,* 2013 WL 5467497, *1 (Del. Super. 2013)).

against the jury verdict that a reasonable jury could not have reached the result."[6]

6. In the present case, the jury heard and considered "a classic battle of the experts."[7] Plaintiff presented Dr. Lindell, who testified that the cost to replace the cell banks is $7.65 million.[8] Dr. Lindell opined that to "meet the regulatory requirements and continue the development of VIP943 [the antibody], Vincerx would have to redevelop both the cell banks and the process used to manufacture the antibody, as well as manufacture new antibody and test it for stability."[9] Dr. Lindell found that because the cell banks were destroyed, Plaintiff needed to fully replace the destroyed cell banks, which would cost $7.65 million.

7. Defendant's expert, Dr. Burger, testified that creating a new Master Cell Bank by restarting development from scratch was unnecessary. Dr. Burger testified that further development of VIP943 requires replacing the master cell and working cell banks. However, the master cell bank can be replaced by using master cell bank vials stored at a Samsung facility, which would be in full compliance with regulatory

[6] *Id.* at *2 (quoting *Storey v. Camper*, 401 A.2d 458, 465 (Del. 1979)).
[7] *Id.* at *2.
[8] Pl.'s Resp. to Def.'s Mot. for New Trial, D.I. 160, Ex. 1, at 5.
[9] Pl.'s Resp. to Def.'s Mot. for New Trial, D.I. 160, Ex. 1, at 5.

requirements. Dr. Burger further testified that the value for the cell banks is consistent with the value on the pro forma invoice, which is $253,391.

8. The experts provided different opinions as to whether Plaintiff needed to restart development from scratch. This difference created a great disparity between the experts' opinions on the reasonable cost to replace the cell banks.

9. Additionally, in its Motion, Defendant argues that the damages are speculative.[10]

10. Delaware courts have found that "[w]hile mathematical certainty is not required to prove damages, the plaintiff must show 'the existence of damages provable to a reasonable certainty, and that the damages flowed from the defendant's violation of the contract.'"[11]

11. Based on Dr. Lindell's expert report, the damages are not speculative. Dr. Lindell explained the process for redeveloping cell banks and provided a summary of costs and timeline estimates.

12. Furthermore, the parties stipulated that Defendant breached the Master Services Agreement. The cell banks were destroyed due to the breach.

[10] Def.'s Mot. for a New Trial, D.I. 157, at 3-4.
[11] *JanCo FS 2, LLC v. ISS Facility Servs., Inc.*, 344 A.3d 1009, 1040 (Del. Super. Ct. 2025).

Therefore, the damages flowed from Defendant's violation of the contract.

13. Even so, Defendant waived this objection by failing to object to Dr. Lindell's testimony during trial. In *Cohen-Thomas v. Lewullis*, the plaintiff failed to object to the defendant's expert testimony during trial, but attempted to file a motion for a new trial due to improperly admitted expert testimony.[12] The Court held it would not "retroactively cure any perceived mistake created by trial counsel's failure to object at trial."[13]

14. Similarly, Defendant seeks to argue that Dr. Lindell's expert testimony regarding damages was "based on speculation or conjecture."[14] However, Defendant did not object to Dr. Lindell's theory of damages during trial, therefore, it is waived.

15. The verdict demonstrates that the jury found Plaintiff's experts more persuasive. Based on the evidence presented at trial, it is clear to the Court that the jury's verdict is not against the great weight of the evidence and the damages are not speculative. For these reasons, the Court must "yield to the jury's decision."[15]

[12] 2016 WL 721009, at *2 (Del. Super. Ct. 2016).
[13] *Id.* at *4.
[14] Def.'s Mot. for New Trial, D.I. 157, at 4.
[15] *Clean Harbors, Inc.*, 2017 WL 5606953, at *1.

The Verdict Reflects a Proper Measure of Damages

16. Next, Defendant argues that the jury's award provided Plaintiff with a "windfall," and is excessive and an improper measure of damages. Defendant argues that Plaintiff's theory for damages went beyond compensating Plaintiff for the loss of the cell banks and put Plaintiff in a better position than it would have been absent Defendant's breach.

17. As aforementioned, the experts offered different opinions on how to place Plaintiff into the position it would have been absent Defendant's breach. The experts presented their opinions on the replacement cost of the cell banks and how to properly replace the cell banks. As aforementioned, the jury found Plaintiff's expert more persuasive.

18. The jury found that the replacement cost and the amount in damages that would place Plaintiff in the position it would have been absent Defendant's breach is $7.65 million. This is not an improper measure of damages.

19. The Court gives great deference to the jury's verdict. The Court finds that the jury's verdict is supported and does not "shock the conscience" of the Court.

The Court's Pretrial Rulings on the Motions in Limines Will Not be Revisited

20. During an office conference on February 4, 2026, the Court ruled on Defendant's Motion for Summary Judgment and three of Plaintiff's motions in limine. The Court denied the Motion for Summary Judgment, Plaintiff's Motion in Limine to exclude the pro forma invoice, and Plaintiff's Motion in Limine to exclude the expert testimony of Dr. Burger. However, the Court granted Plaintiff's Motion in Limine to exclude evidence of Plaintiff's financial and operational condition.

21. During the office conference, Defendant's counsel expressed his intent to introduce evidence of Plaintiff's insurance policy. Defense counsel argued such evidence would be used to demonstrate that Plaintiff was "aware of the risk spreading mechanisms that were available in the shipping industry with a bill of lading" and "the ability to declare a higher value."[16] Plaintiff's counsel responded that if Defendant introduces evidence of Plaintiff's insurance, then Plaintiff should be allowed to introduce proof of Defendant's insurance. Defense counsel disagreed. The Court ordered the parties to write brief letters to the Court outlining their arguments. Ultimately, the Court ruled that evidence regarding the Plaintiff's insurance is inadmissible.

[16] Tr. of Office Conference on Feb. 4, 2026, D.I. 159, at 21:22-22:2.

22. In the present Motion, Defendant argues that a new trial should be granted because the Court "restricted the context available to the jury in evaluating Plaintiff's damages theory, especially the assumption that a full restart of the program was the appropriate measure of loss."[17]

23. Defendant's request for the Court to "take into account" the rulings from the motions and limine and its decision to preclude Plaintiff's insurance policy is better addressed on a motion for reargument. Delaware courts have found that "[a] motion for reargument is the proper device for seeking reconsideration of the findings of fact and conclusions of law of the Superior Court."[18] Defendant is asking the Court to revisit issues it already decided on the pretrial motions in limine. Such argument is time barred by Civil Rule 59(e), which states that a "motion for reargument shall be served and filed within 5 days after the filing of the Court's opinion or decision."[19] As aforementioned, the Court ruled on the motions in limine on February 4, 2026. The Court gave its decision on the issue of insurance during the office conference on February 27, 2026. Defendant filed this

[17] Def.'s Mot. for New Trial, D.I. 157, at 6.
[18] *Nicholson v. Sullivan*, 1993 WL 542297, at *1 (Del. 1993).
[19] Super. Ct. Civ. R. 59(e).

Motion on March 19, 2026, which is more than five days after the Court issued its decisions. Therefore, Defendant's argument is time-barred.

24. Even so, Defendant argued in front of the jury that the program involving the cell banks was halted. Defendant also argued that the program halt was not due to any fault of the Defendant. Therefore, the jury was aware that the program was not in operation due to circumstances not involving Defendant. Nonetheless, the jury found that the appropriate replacement cost of the damages was $7.65 million.

25. Defendant argues that not allowing proof of Plaintiff's insurance impacted the jury's verdict, which was evident by the jury's questions during deliberation, specifically, whether the shipment was insured and what recovery was available.[20] Defendant argues that by excluding the information about insurance and Plaintiff's financial and operative condition, the jury was left to assess damages without a complete factual framework.

26. However, as the Court previously found, allowing evidence of Plaintiff's insurance policy would be unfairly prejudicial and would violate the collateral source doctrine.

[20] Def.'s Mot. for New Trial, D.I. 157, at 5.

27. Fo these reasons, the Court will not reconsider the pretrial Motions in Limine, nor will it reconsider its decision regarding Plaintiff's insurance policy.

Defendant's Request for Remittitur is Denied

28. For the same reasons stated above, the Motion for Remittitur is denied.

29. Delaware courts have held that "[r]emittitur is appropriate when the jury's damages verdict 'is so grossly disproportionate to the injuries suffered so as to shock the Court's conscience and sense of justice.'"[21] "In considering remittitur, 'the trial court must evaluate the evidence and decide whether the jury award falls within a supportable range.'"[22]

30. The jury found Dr. Lindell's opinion more persuasive than Dr. Burger. The Court gives great deference to the jury's verdict. The verdict is not grossly disproportionate to the injuries suffered, nor does it "shock the Court's conscience," as Dr. Lindell testified that the cost to replace the

[21] *Salt Meadows Homeowners Ass'n, Inc. v. Zonko Builders, Inc.*, 312 A.3d 195, 199 (Del. 2024).
[22] *Salt Meadows Homeowners Ass'n, Inc. v. Zonko Builders, Inc.*, 2023 WL 1370997, at *2 (Del. Super. Ct. 2023), *aff'd,* 312 A.3d 195 (Del. 2024).

cell banks is $7.6 million."[23] The jury's verdict falls within a supportable range. Therefore, the Motion for Remittitur is denied.

Conclusion

31. For these reasons, Defendant's Motion for a New Trial, or, in the Alternative, Remittitur, is **DENIED.**

IT IS SO ORDERED.

/s/ Mark H. Conner
Mark H. Conner, Judge

oc: Prothonotary

[23] *Id.*