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<p>Plaintiff,</p> <p>DIANE PONTE,</p> <p>vs.</p> <p>Defendants,</p> <p>SANOFI, S.A., its agents, servants, and/or employees, SANOFI U.S. SERVICES, INC., its agents, servants, and/or employees, SANOFI-AVENTIS U.S. LLC, its agents, servants, and/or employees, GENZYME CORPORATION, its agents, servants, and/or employees, CHRISTOPHER A. VIEHBACHER, individually, ROBERT DEBERARDINE, individually, BRIT BYERS, individually, LAURA CARVELLO, individually, KATHY CHAURETTE, individually, JEANETTE FONTANES-QUILES, individually, ALLISON GASSARO, individually, RAYMOND GODLESKI, individually, KAREN LINAHAN, individually, SYEDA SULLIVAN, individually, DENNIS URBANIAK, individually, MARTIN TRAVERS, individually, "ABC CORP. 1-5", "JOHN DOE 1-5" and/or "JANE DOE 1-5" (the last three being fictitious designations).</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: ESSEX COUNTY</p> <p>DOCKET NO.: ESX-L-</p> <p>CIVIL ACTION</p> <p>COMPLAINT AND JURY DEMAND</p> <div style="text-align: right; margin-top: 20px;"> <p>2014 DEC -3 A 11: 33 ESSEX COUNTY FILED FOR THE ATTORNEY ROSEMARIE ARNOLD 93</p> </div>
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Plaintiff, Diane Ponte, residing in Annandale, County of Hunterdon, State of New Jersey, by way of Complaint against the Defendants, alleges the following:

THE PARTIES

1. This action is being instituted on behalf of Plaintiff Diane Ponte [hereinafter, "Plaintiff"] pursuant to the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-3, et seq. [hereinafter, "CEPA"].
2. At all times relevant hereto, Plaintiff was employed by Defendants Sanofi S.A., Sanofi U.S. Services, Inc., and/or Sanofi-Aventis U.S., LLC [hereinafter and together, "Defendant Sanofi"], as a Paralegal of its U.S. Marketed Products Contracts Group [hereinafter, "Contracts Group"], and worked at its U.S. headquarters located in Bridgewater, County of Somerset, State of New Jersey.
3. Plaintiff's employment with Defendant Sanofi continued from March 2001 and up until the termination of her employment on October 15, 2014.
4. At all times relevant hereto, up and until the time of the protected actions complained of herein, and throughout the course of her employment with Defendant Sanofi, Plaintiff consistently received stellar reviews, compliments, and/or rewards from her supervisors and clients for her exemplary work.
5. At all times relevant hereto, Defendant Sanofi, S.A. was a multinational pharmaceutical company, which was primarily headquartered in Paris, France.
6. At all times relevant hereto, Defendants Sanofi U.S. Services, Inc., and/or Sanofi-Aventis U.S., LLC was a subsidiary of Defendant Sanofi, S.A, which principal place of business and/or headquarters was located in Bridgewater, County of Somerset, State of New Jersey.

7. At all times relevant hereto, Defendant Sanofi conducted its business of researching, developing, manufacturing, and/or marketing of pharmaceutical drugs within the State of New Jersey.
8. ~~At all times relevant hereto, Defendant Sanofi was engaged in business which required it~~ to, *inter alia*, comply with the statutes, regulations, and written directives of Medicare, Medicaid, the Federal Anti-kickback law, and all other Federal healthcare program requirements codified in 42 U.S.C. § 1320, et seq. [hereinafter and together, “Federal healthcare laws”].
9. At all times relevant hereto, Defendant Sanofi was a participant of Federal healthcare programs such as Medicaid and/or Medicare, and was therefore subject to the mandates of the aforesaid Federal healthcare laws, which prohibit any person or entity from soliciting, paying, and/or receiving illegal remunerations such as incentives and/or kickbacks in return for the referral and/or sale of any items or services covered by federal healthcare programs.
10. At all times relevant hereto, a Corporate Integrity Agreement [hereinafter, “CIA”] did exist between Defendant Sanofi and the Office of Inspector General [hereinafter, “OIG”] of the U.S. Department of Health and Human Services [hereinafter, “HHS”] which required Defendant Sanofi to, *inter alia*, comply with the aforesaid Federal healthcare laws and prescribed mandatory guidelines for the investigation and reporting of illegal activities performed by Defendant Sanofi, its agents, servants, and/or employees.
11. Upon information and belief, the above-mentioned CIA was entered into as a result of Defendant Sanofi’s past failure to comply with the aforesaid Federal healthcare laws.

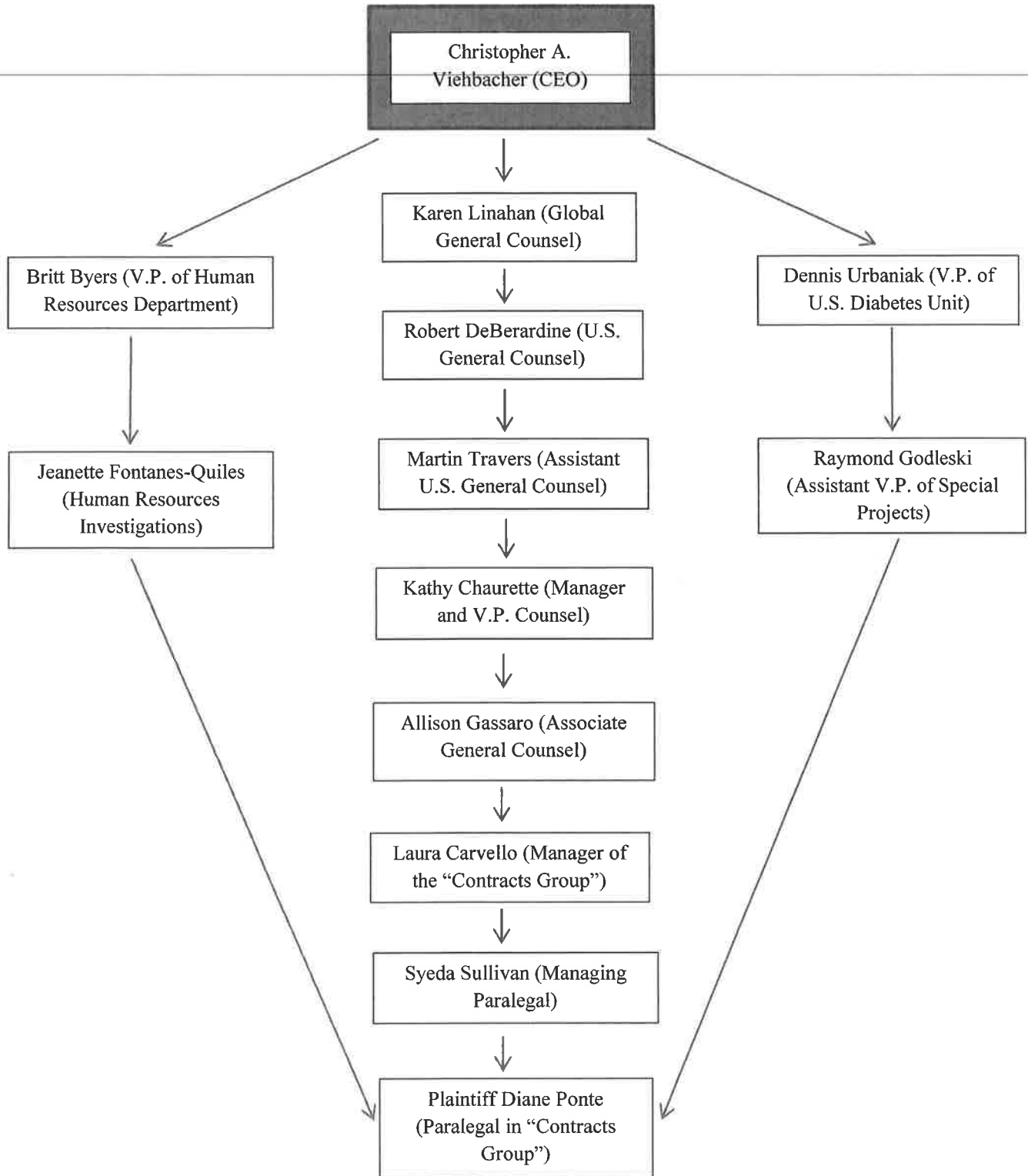
12. At all times relevant hereto, Defendant Genzyme Corporation [hereinafter, "Genzyme"] was acquired by Defendant Sanofi in or about February 2011, had its primary headquarters in Cambridge, State of Massachusetts, and engaged in the business of ~~developing, marketing, and selling drugs within the State of New Jersey.~~
13. At all times relevant hereto, Defendant Christopher A. Viehbacher [hereinafter, "Viehbacher"] resided in Paris, France, and Boston, Massachusetts.
14. At all times relevant hereto, Defendant Viehbacher was employed by Defendant Sanofi as its Corporate Executive Officer [hereinafter, "CEO"], and was acting within the course and scope of his employment.
15. At all times relevant hereto, Defendant Viehbacher served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.
16. At all times relevant hereto, Defendant Brit Byers [hereinafter, "Byers"] resided in Scotch Plains, County of Union, State of New Jersey.
17. At all times relevant hereto, Defendant Byers was employed by Defendant Sanofi as its Vice President of Human Resources, and was acting within the course and scope of her employment.
18. At all times relevant hereto, Defendant Byers served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.
19. At all times relevant hereto, Defendant Laura Carvello [hereinafter, "Carvello"] resided in Cambridge, State of Massachusetts.
20. At all times relevant hereto, Defendant Carvello was employed by Defendants Sanofi and/or Genzyme as the Manager of their "Contracts Group", and was acting within the course and scope of her employment.

21. At all times relevant hereto, Defendant Carvello served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.
22. At all times relevant hereto, Defendant Kathy Charette [hereinafter, "Charette"] resided in Cambridge, State of Massachusetts.
23. At all times relevant hereto, Defendant Charette was employed by Defendants Sanofi and/or Genzyme as their Manager, and was acting within the course and scope of her employment.
24. At all times relevant hereto, Defendant Charette served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.
25. At all times relevant hereto, Defendant Robert DeBerardine [hereinafter, "DeBerardine"] resided in New Hope, State of Pennsylvania.
26. At all times relevant hereto, Defendant DeBerardine was employed by Defendant Sanofi as its U.S. General Counsel, and was acting within the course and scope of his employment.
27. At all times relevant hereto, upon information and belief, Defendant DeBerardine was practicing law on behalf of Defendant Sanofi as in-house counsel within the State of New Jersey, without a limited license, in violation of the Supreme Court of New Jersey's laws, rules, and/or regulations, specifically R. 1:27-2.
28. At all times relevant hereto, Defendant DeBerardine served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.
29. At all times relevant hereto, Defendant Jeanette Fontanes-Quiles [hereinafter, "Fontanes"] resided in Old Bridge, County of Middlesex, State of New Jersey.

30. At all times relevant hereto, Defendant Fontanes was employed by Defendant Sanofi as a Human Resources investigator, and was acting within the course and scope of her employment.
31. At all times relevant hereto, Defendant Fontanes served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.
32. At all times relevant hereto, Defendant Allison Gassaro [hereinafter, "Gassaro"] resided in Maplewood, County of Essex, State of New Jersey.
33. At all times relevant hereto, Defendant Gassaro was employed by Defendant Sanofi as an Associate General Counsel, and was acting within the course and scope of her employment.
34. At all times relevant hereto, Defendant Gassaro served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.
35. At all times relevant hereto, Defendant Raymond Godleski [hereinafter, "Godleski"] resided in Warren, County of Somerset, State of New Jersey.
36. At all times relevant hereto, Defendant Godleski was employed by Defendant Sanofi as its Assistant Vice President of Special Projects and worked as a supervisor in its U.S. diabetes marketing unit, and was acting within the course and scope of his employment.
37. At all times relevant hereto, Defendant Godleski served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.
38. At all times relevant hereto, Defendant Karen Linahan [hereinafter, "Linahan"] resided in Paris, France.
39. At all times relevant hereto, Defendant Linahan was employed by Defendant Sanofi as its global General Counsel, and was acting within the course and scope of her employment.

40. At all times relevant hereto, Defendant Linahan served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.
41. At all times relevant hereto, Defendant Syeda Sullivan [hereinafter, "Sullivan"] resided in Hillsborough, County of Somerset, State of New Jersey.
42. At all times relevant hereto, Defendant Sullivan was employed by Defendant Sanofi as a Managing Paralegal, and was acting within the course and scope of her employment.
43. At all times relevant hereto, Defendant Sullivan served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.
44. At all times relevant hereto, Defendant Dennis Urbaniak [hereinafter, "Urbaniak"] resided in Freehold, County of Monmouth, State of New Jersey.
45. At all times relevant hereto, Defendant Urbaniak was employed by Defendant Sanofi as its Vice President of the U.S. diabetes business unit within pharmaceutical operations, and was acting within the course and scope of his employment.
46. At all times relevant hereto, Defendant Urbaniak served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.
47. At all times relevant hereto, Defendant Martin Travers [hereinafter, "Travers"] resided in Livingston, County of Essex, State of New Jersey.
48. At all times relevant hereto, Defendant Travers was employed by Defendant Sanofi as a U.S. Assistant General Counsel, and was acting with the course and scope of his employment.
49. At all times relevant hereto, Defendant Travers served in a supervisory capacity, and had supervisory and managerial authority over Plaintiff.

50. At all times relevant hereto, Defendant Sanofi's chain of command, with regard to the Plaintiff and the individual Defendants, was as follows:



51. At all times relevant hereto, Defendants ABC Corp. 1-5 and/or John Doe 1-5 and/or Jane Doe 1-5 are fictitious names for yet undiscovered parties pleaded to represent persons and/or entities whose identities are presently unknown who may be discovered to be potentially liable to the Plaintiff by reason of their acts or omissions and/or complicity with any and all of the Defendants named herein and/or by reason of any doctrine in law or in equity that may apply.
52. At all times relevant hereto, Defendant(s) John Doe 1-5 and/or Jane Doe 1-5 was/were an agent(s), servant(s) and/or employee(s) of Defendants Sanofi, Genzyme, and/or ABC Corp. 1-5, and an employment relationship did exist between them whereby Defendant(s) John Doe 1-5 was/were paid a monetary salary by Defendants Sanofi, Genzyme, and/or ABC Corp. 1-5.
53. At all times relevant hereto, non-party Raphaela Giampiccolo [hereinafter, "Giampiccolo"] was employed by Defendant Sanofi as an Associate General Counsel, and was acting within the course and scope of her employment.
54. At all times relevant hereto, non-party Marilyn Martin [hereinafter, "Martin"] was employed by Defendant Sanofi as an Associate General Counsel, and was acting within the course and scope of her employment.
55. At all times relevant hereto, non-party Jan Smith [hereinafter, "Smith"] was employed by Defendant Sanofi as an Analyst, and was acting within the course and scope of her employment.
56. At all times relevant hereto, non-party Jean Kazimir [hereinafter, "Kazimir"] was employed by Defendant Sanofi as a Contractor and as a Project Coordinator, and was acting within the course and scope of her employment.

57. At all times relevant hereto, non-party vendor Accenture PLC (ACN) [hereinafter, "Accenture"] was a multinational management consulting, outsourcing, and/or technology services company which was primarily headquartered in Dublin, Ireland, and engaged in business within the State of New Jersey.
58. At all times relevant hereto, a business relationship did exist between Defendant Sanofi and non-party vendor Accenture.
59. At all times relevant hereto, non-party Deloitte LLP [hereinafter, "Deloitte"] was a multinational auditing, financial, tax, consulting and/or professional services firm which was primarily headquartered in New York, New York, and engaged in business within the State of New Jersey.
60. At all times relevant hereto, a business relationship did exist between Defendant Sanofi and non-party Deloitte.
61. At all times relevant hereto, Rite Aid Pharmacy [hereinafter, "Rite Aid"] was a retail pharmacy program, and engaged in business within the State of New Jersey.
62. At all times relevant hereto, a business relationship did exist between Rite Aid, Defendant Sanofi, Accenture, and/or Deloitte.
63. At all times relevant hereto, non-party Walgreens Pharmacy [hereinafter, "Walgreens"] was a retail pharmacy program, and engaged in business within the State of New Jersey.
64. At all times relevant hereto, a business relationship did exist between Walgreens and Defendant Sanofi, Accenture, and/or Deloitte.
65. At all times relevant hereto, non-party Novo Nordisk, Inc. [hereinafter, "Novo"] was a multinational pharmaceutical company primarily headquartered in Bagsvaerd, Denmark, and engaged in business within the State of New Jersey.

66. At all times relevant hereto, non-party Novo was a direct competitor of Defendant Sanofi in their business of manufacturing, distributing, and/or selling drugs.

VENUE

67. Venue is properly laid in this action pursuant to R. 4:3-2(a) of the New Jersey Court Rules as at least one party to the action resided in Essex County at the time of its commencement.

FACTS

68. In or about March 2001, Plaintiff was hired by Defendant Sanofi as a Coordinator in its U.S. Litigation Group, and was subsequently promoted to the position of Paralegal within its U.S. Litigation Group.
69. In or about August 2008, as a result of her exemplary work, Plaintiff was promoted by Defendant Sanofi to work as a Paralegal in its Contracts Group, wherein she was managed and worked under two non-party attorneys, to wit, Martin and Giampiccolo.
70. Since her promotion to Defendant Sanofi's Contracts Group, and at all times relevant hereto, Plaintiff's job duties as a Paralegal required her to attend review committee and grant meetings on behalf of the Legal Department, and to review and approve certain contracts on behalf of Defendant Sanofi for their compliance with the aforesaid Federal healthcare laws and Defendant Sanofi's own internal policies, which contracts were being entered by and between Defendant Sanofi and certain vendors and/or between Defendant Sanofi and "customers".
- a. The definition of a Defendant Sanofi "customer" is any person or entity that can influence the prescribing of drugs directly and/or indirectly to patients.

71. At all times relevant hereto, it was Defendant Sanofi's internal policy that no employee was permitted to sign contracts on behalf of Defendant Sanofi until the contracts were approved by its Finance, Purchasing, and Legal Departments.
72. Upon information and belief, Defendant Sanofi implemented said internal policy set forth in the preceding paragraph for the purpose of ensuring that no employee execute a contract(s) that provided for illegal incentives, kickbacks, and/or inducements to "customers", including physicians, hospitals, and/or retail pharmacy programs, such as Walgreens and Rite Aid, to, *inter alia*, unduly influence the prescribing of drugs, and/or improperly "switch" from selling other manufacturers' drugs (ex: Novo drugs) to selling Sanofi drugs, all of which violate the aforesaid Federal healthcare laws and clear mandates of public policy.
73. At all times relevant hereto, in or around 2012 through 2013, Defendant Sanofi, by and through its agents, servants, and/or employees, including but not limited to Defendants Viehbacher, Urbaniak, and Godleski, were engaged in an illegal and/or fraudulent scheme of approving and/or executing certain contracts between Defendant Sanofi, Accenture, and/or Deloitte, which contracts were illegal and/or failed to comply with the aforesaid Federal healthcare laws and/or which contracts authorized multi-millions of dollars' worth of unknown and/or fraudulent expenditures, and/or illegal incentives and/or kickbacks from Defendant Sanofi to Accenture, Deloitte, and/or "customers", the ultimate repercussions of which were to, *inter alia*, unduly influence the prescribing of drugs and/or induce "customers", including physicians, hospitals, and/or retail pharmacy programs such as Walgreens and Rite Aid, to improperly "switch" from selling other manufacturers' drugs (ex: Novo drugs) to selling Sanofi drugs.

74. At all times relevant hereto, Defendant Sanofi, by and through its agents, servants, and/or employees, including but not limited to Defendants Viehbacher, Godleski, and Urbaniak, were engaged in an improper and/or fraudulent scheme of executing the aforesaid ~~contracts out-of-compliance with its own legal guidelines and in violation of its internal~~ policies.
75. At all times relevant hereto, Defendant Sanofi, by and through its agents, servants, and/or employees, and Defendants Viehbacher, Godleski, and Urbaniak, were engaged in an improper and/or fraudulent scheme which violated Defendant Sanofi's obligations under the CIA, which required Defendant Sanofi to comply with the aforesaid Federal healthcare laws, and which prescribed mandatory guidelines for the investigation and reporting of illegal activities performed by Defendant Sanofi, its agents, servants, and/or employees to the OIG and HHS.
76. Prior to March 2013, Defendant Sanofi, by and through its agents, servants, and/or employees, including but not limited to Defendants Viehbacher, Urbaniak, and Godleski, conspired and/or caused to have certain employees of Defendant Sanofi, not including the Plaintiff, approve and/or sign off on several Accenture and Deloitte contracts which were improperly executed prior to obtaining approval from Defendant Sanofi's Finance, Purchasing, and/or Legal Departments.
77. Prior to March 2013, Defendant Sanofi, by and through its agents, servants, and/or employees, including but not limited to Defendants Viehbacher, Urbaniak, and Godleski, conspired to and did in fact by-pass Legal review of the aforesaid contracts by instructing Defendant Sanofi's employees, including but not limited to Smith and Kazimir, to intentionally and fraudulently mis-code "spend categories" in NEXTS, an electronic

software system used by Defendants for project/contract management. As illustrative examples,

- a. In or about January 2013, Defendant Urbaniak instructed Defendant Sanofi's employee(s) to fraudulently code \$2,426,508.00 worth of "communication agency technical costs" in a NEXTS spend category for a contract with Walgreens, which funds were actually, upon information and reasonable belief, illegal kickbacks from Defendant Sanofi to Walgreens for their referral and/or sale of Defendant Sanofi's diabetes drugs, to unduly influence the prescribing of drugs, and/or to induce Walgreens to improperly "switch" from selling other manufacturers' drugs (ex: Novo drugs) to selling Sanofi's drugs.
 - b. In or about August 2012, Defendant Godleski instructed Defendant Sanofi's employee(s) to fraudulently code \$1,955,632.00 worth of "printed materials" in a NEXTS spend category for a contract with Accenture, which funds were actually, upon information and reasonable belief, illegal kickbacks from Defendant Sanofi to Accenture for their referral and/or sale of Defendant Sanofi's diabetes drugs.
 - c. In or about February 2012, Defendant Godleski instructed Defendant Sanofi's employee(s) to fraudulently code \$977,281.00 worth of "printed materials" in a NEXTS spend category for a contract with Deloitte, which funds were actually, upon information and reasonable belief, illegal kickbacks from Defendant Sanofi to Deloitte for their referral and/or sale of Defendant Sanofi's diabetes drugs.
78. Upon information and belief, Defendant Sanofi, by and through its agents, servants, and/or employees, including but not limited to Defendants Viehbacher, Urbaniak, and Godleski, were successful in executing and implementing many such illegal contracts

over the course of many years, with, *inter alia*, Accenture, Deloitte, and “customers”, including physicians, hospitals, and/or retail pharmacy programs such as Walgreens and Rite Aid.

79. In or about March 2013, while working at Defendant Sanofi’s Bridgewater, New Jersey office, Plaintiff received, in her NEXTS queue, 9 contract requests for her approval, 7 of which were between Sanofi and Accenture and 2 of which were between Sanofi and Deloitte, the ultimate repercussions of which were to induce “customers”, including physicians, hospitals, and/or retail pharmacy programs such as Walgreens and Rite Aid to, *inter alia*, unduly influence the prescribing of drugs and/or improperly “switch” from selling other manufacturers’ drugs (ex: Novo drugs) to selling Sanofi drugs.
80. The aforesaid 9 contract approval requests were submitted by Defendant Godleski, who reported directly to Defendant Urbaniak.
81. Upon her review of the aforesaid 9 contract requests, Plaintiff discovered that the 9 contracts had already been fully executed in or about November 2012, prior to the approval of Defendant Sanofi’s Finance, Purchasing, and/or Legal Departments, in violation of Defendant Sanofi’s internal policies.
82. Upon her review of the aforesaid 9 contracts, Plaintiff discovered that the 9 contracts failed to set forth an accounting of services or any other documentation from Accenture and/or Deloitte which explained why the contracts provided for payment of approximately \$34,000,000.00 dollars by Defendant Sanofi to these non-party vendors, or how said monetary figure represented the fair-market value of services being rendered by these non-party vendors to Defendant Sanofi.

83. Upon her review of the aforesaid 9 contracts, Plaintiff determined that they involved illegal incentives and/or kickbacks from Defendant Sanofi to non-party vendors Accenture and/or Deloitte for their referral and/or sale of Defendant Sanofi's diabetes drugs, in violation of the aforesaid Federal healthcare laws.
84. Upon her review of the aforesaid 9 contracts, Plaintiff determined that the ultimate repercussions of said contracts involved illegal incentives and/or kickbacks from Defendant Sanofi, Accenture, and/or Deloitte to induce "customers", including physicians, hospitals, and/or retail pharmacy programs such as Walgreens and Rite Aid to, *inter alia*, unduly influence the prescribing of drugs, and/or improperly "switch" from selling other manufacturers' drugs (ex: Novo drugs) to selling Sanofi drugs, in violation of the aforesaid Federal healthcare laws.
85. Upon her review of the aforesaid 9 contracts, Plaintiff determined that they involved possible money laundering from Defendant Sanofi to non-party vendors Accenture, Deloitte, and/or "customers", including physicians, hospitals, and/or retail pharmacy programs such as Walgreens and Rite Aid, and/or others.
86. Upon her review of the aforesaid 9 contracts, Plaintiff spoke to Defendant Sanofi's contract coordinator, Kazimir, with regard to her concerns regarding the illegality of the aforesaid 9 contracts.
87. Kazimir told Plaintiff that Defendant Godleski wanted Kazimir and Plaintiff to by-pass Legal review of the aforesaid 9 contracts, to approve the contracts, and to authorize payment of \$34,000,000.00 dollars from Defendant Sanofi to non-parties Accenture and Deloitte, without the contracts being screened or denied for their illegality.

88. On or about March 21, 2013, Defendant Godleski personally commanded Plaintiff to approve the aforesaid 9 contracts, while stating that Defendants Viehbacher and Urbaniak knew Plaintiff had the 9 contracts in her NEXTS queue and that “Viehbacher [was] extremely unhappy” with the fact that she had not yet approved them and “wanted [the contracts] moving”.
89. Thus, Defendant Sanofi, by and through its agents, servants, and/or employees, including but not limited to Defendants Viehbacher, Urbaniak, and Godleski, improperly demanded that Plaintiff approve the aforesaid 9 contracts for their compliance with the aforesaid Federal healthcare laws and payment of \$34,000,000.00 to non-parties Accenture and Deloitte, although the contracts were non-compliant on their face and were, in fact, illegal and provided for unlawful incentives, inducements for the prescribing of drugs, inducements for “switching” manufacturers, kickbacks, and/or money laundering in violation of the aforesaid Federal healthcare laws.
90. At all times relevant hereto, Defendants Viehbacher and Urbaniak were deliberate co-conspirators of the aforesaid fraudulent and/or illegal activity.
91. At all times relevant hereto, Defendants Viehbacher and Urbaniak knew or should have reasonably known of the aforesaid fraudulent and/or illegal activity.
92. At all times relevant hereto, Defendants Viehbacher and Urbaniak had a duty to properly investigate and/or address and/or report the aforesaid fraudulent and/or illegal activity.
93. At all times relevant hereto, Defendants Viehbacher and Urbaniak failed to properly investigate and/or address and/or report the aforesaid fraudulent and/or illegal activity.

94. At all times relevant hereto, Defendants Viehbacher and Urbaniak, by and through their knowledge of and/or complicity with the aforesaid fraudulent and/or illegal activity, aided and/or abetted the same.
95. ~~At all times relevant hereto, Plaintiff objected and/or refused to participate in the aforesaid illegal and/or fraudulent activity by refusing to approve the aforesaid 9 contracts.~~
96. At all times relevant hereto, Plaintiff reported the aforesaid illegal and/or fraudulent activity to her supervisors at Defendant Sanofi, including but not limited to Giampiccolo.
97. An alleged internal “investigation” of the above matters commenced in or about March 2013 and lasted up until in or about late Fall/early Winter 2013.
98. Upon information and belief, the alleged “investigation” of the above matters revealed that the 9 aforesaid contracts had already been improperly signed and executed by Defendants Sanofi, Accenture, and Deloitte prior to Plaintiff’s involvement, and prior to Defendants obtaining pre-approval for same.
99. Upon information and belief, the alleged “investigation” of the above matters revealed that the aforesaid 9 signed and executed contracts were illegal.
100. Upon information and belief, the alleged “investigation” of the above matters revealed that the aforesaid 9 signed and executed contracts failed to comply with the aforesaid Federal healthcare laws.
101. Upon information and belief, the alleged “investigation” of the above matters revealed that the aforesaid 9 signed and executed contracts failed to comply with Defendant Sanofi’s internal policies.

102. Upon information and belief, the alleged “investigation” of the above matters revealed that the aforesaid 9 signed and executed contracts provided unlawful incentives and/or kickbacks from Defendants Sanofi to Accenture, Deloitte, and/or “customers”, including physicians, hospitals, and/or retail pharmacy programs such as Walgreens and Rite Aid, in violation of the aforesaid Federal healthcare laws.
103. Upon information and belief, the alleged “investigation” of the above matters revealed that the aforesaid 9 signed and executed contracts provided for inducements to “customers”, including physicians, hospitals, and/or retail pharmacy programs such as Walgreens and Rite Aid to, *inter alia*, unduly influence the prescribing of drugs and/or improperly “switch” from selling other manufacturers’ drugs (ex: Novo drugs) to selling Sanofi drugs, in violation of the aforesaid Federal healthcare laws.
104. Upon information and belief, the alleged “investigation” of the above matters revealed that the aforesaid 9 signed and executed contracts involved money laundering from Defendant Sanofi to Accenture, Deloitte, and/or “customers”, including physicians, hospitals, and/or retail pharmacy programs such as Walgreens and Rite Aid.
105. Upon information and belief, the alleged “investigation” of the above matters revealed that by virtue of the unlawful and/or fraudulent actions and/or omissions of its agents, Defendants Viehbacher, Urbaniak, and Godleski, Defendant Sanofi was in violation of and/or contractually breached its CIA with the OIG and HHS.
106. Upon information and belief, the alleged “investigation” revealed that Defendant Sanofi, by and through its agents, servants, and/or employees, including but not limited to Defendants Viehbacher, Urbaniak, and Godleski, unlawfully “covered up” the aforesaid

fraudulent activity and intentionally failed to properly report same to the OIG and/or HHS, in violation of the CIA.

107. Upon information and belief, Defendant Sanofi, by and through its agents, servants, and/or employees, including but not limited to Defendants Viehbacher, Urbaniak, and Godleski, had engaged in a conspiracy to and/or did in fact bypass Defendant Sanofi's Legal Department in order to execute and pay illegal and/or fraudulent contracts, for years.
108. Upon information and belief, approximately \$1 billion dollars is missing from Defendant Sanofi which has not been accounted for.
109. Upon information and belief, months after the internal investigation of the above matters commenced, in or about the summer of 2013, Defendants Urbaniak and Godleski "retired" from Defendant Sanofi with millions of dollars in severance packages and/or in their pensions, and Defendant Urbaniak became a high-level and highly-paid employee of non-party Accenture.
110. Upon information and belief, despite Defendant Godleski's engagement in the aforesaid illegal and/or fraudulent activity, and Defendant Sanofi's knowledge thereof, subsequent to Defendant Godleski's departure from Defendant Sanofi, Defendants Godleski and Sanofi entered into a Consultancy Agreement with each other which had a substantial monetary value to Defendant Godleski.
111. Upon information and belief, despite the findings of the aforesaid internal investigation, and Defendant Sanofi's knowledge thereof, Defendant Sanofi has continued to enter into a high volume of contracts with non-party Accenture, and has paid Accenture millions of dollars each month.

112. Upon information and belief, despite the findings of the aforesaid internal investigation, and Defendant Sanofi's knowledge thereof, Defendant Sanofi has permitted non-party Accenture personnel to move into Sanofi's rented space in Bridgewater, New Jersey, so that Accenture personnel could conduct business on behalf of Defendant Sanofi and/or Accenture.
113. Upon information and belief, despite the findings of the aforesaid internal investigation, and Defendant Sanofi's knowledge thereof, during the Summer of 2014, Defendant Sanofi entered into a Master Services Agreement with non-party Accenture, which Agreement has allowed illegal and/or fraudulent contracts between Defendant Sanofi and Accenture to by-pass Legal review and become signed and executed by their representatives without pre-approval.
114. Upon information and belief, on or about October 29, 2014, Defendant Sanofi terminated Defendant Viehbacher as its CEO, in part, because Defendant Viehbacher was involved in the aforesaid illegal and/or fraudulent activity.
115. As a result of Plaintiff engaging in the protected activity set forth in Paragraphs 95 and 96 of the within Complaint, Plaintiff was subjected to a severe and pervasive pattern of workplace retaliation, adverse employment actions, and/or harassment by Defendant Sanofi, by and through the individual Defendants, in violation of CEPA, N.J.S.A. 34:34:19-3, et seq. This improper and intentional behavior constituted illegal retaliation under CEPA and created an openly hostile work environment for Plaintiff.
116. The Defendants' retaliatory conduct, adverse employment actions, and harassment against Plaintiff were continuous and systematic and occurred from approximately

September 2013, up until the termination of her employment with Defendant Sanofi on or about October 15, 2014.

117. Examples of the adverse employment actions and/or retaliatory conduct suffered by Plaintiff, at the hands of Defendants, as a result of Plaintiff engaging in the aforesaid protected CEPA activity are:

- a. In September 2013, immediately after the aforesaid “investigation”, Defendant Sanofi, by and through its agents, servants, and employees, including but not limited to all of the individual Defendants, conspired to and did in fact transfer Plaintiff away from the attorneys she supported, demoted Plaintiff, and forced Plaintiff to report directly to another paralegal, Defendant Sullivan.
- b. In October 2013, Defendant Sullivan told Plaintiff that she had her “**marching orders**” from Defendant DeBerardine with respect to Plaintiff’s future employment at Defendant Sanofi.
 - i. Upon information and reasonable belief, Defendant DeBerardine has a history of scheming and engaging in pretextual retaliatory actions on behalf of Defendant Sanofi, so as to make workplace conditions for “whistle-blowing” employees and minorities so hostile, intimidating, and intolerable that they were forced to leave their employment.
 - ii. Notably, Defendant Linahan previously promoted Defendant DeBerardine to act as the head of Defendant Sanofi’s Patent Department in order to retaliate against and “clean out” certain “undesirable” employees, who Defendant DeBerardine did in fact force to leave and/or terminate.

- c. From September 2013 – May 2014, Defendant Sullivan had numerous telephonic and in-person conversations with, *inter alia*, Defendants Gassaro and Travers who also conspired with and instructed Defendant Sullivan to subject Plaintiff to a hostile work environment and retaliate against her for her “whistle-blowing” activity.
- i. Defendant Gassaro conspired to retaliate against Plaintiff for her “whistle-blowing” activity, despite the fact that Defendant Gassaro frequently announced to Defendant Sanofi’s employees that she too had a “Godleski file” which contained illegal and/or fraudulent actions taken by Defendant Godleski during the course of his employment with Defendant Sanofi.
 - ii. Defendant Gassaro also conspired with Defendants Sullivan and Chaurette by accepting and/or initiating “private meetings” between them regarding retaliation against Plaintiff for her “whistle-blowing” activity on their calendars.
- d. After Defendant Sanofi’s Legal Department Christmas party in 2013, Defendant Travers threatened Plaintiff with regard to her “whistle-blowing” activity by hostilely stating to her that **“It’s never a good thing for you when you are the one who reports something this big”**.
- e. From September 2013 – October 2014, Defendant Sanofi, by and through its agents, servants, and employees, including but not limited to all of the individual Defendants, conspired to and did in fact instruct Defendant Sullivan to “set Plaintiff up to fail” so as to create a pretextual and false basis upon which to subject Plaintiff to retaliatory adverse employment actions. For instance,

- i. From December 2013 through May 2014, Defendant Sullivan knowingly and intentionally withheld many documents from Plaintiff on a contract which Defendant Sullivan instructed Plaintiff to complete in order to ~~create and then blame a strained relationship with a new client of Plaintiff,~~ which scheme failed;
 - ii. In April 2014, Defendant Sullivan knowingly and intentionally instructed Plaintiff to prepare the wrong contract with a vendor. Had Plaintiff actually drafted the wrong contract, which she did not in fact draft, Plaintiff would have failed an audit and the client would have been dissatisfied;
 - iii. Defendant Sullivan attempted to force Plaintiff to complain about clients so as to create yet another pretextual and false basis to reprimand her, which attempt failed;
- f. From September 2013 – October 2014, Defendant Sanofi, by and through its agents, servants, and employees, including but not limited to all of the individual Defendants, conspired to and did in fact instruct Defendant Sullivan to subject Plaintiff to humiliation, harassment, and emotional distress, including but not limited to:
- i. In January 2014, Plaintiff confided to Defendant Sullivan and other employees of Defendant Sanofi that her beloved pet dog was terminally ill and was dying. In response to Plaintiff's tragedy, Defendant Sullivan cruelly, loudly, and repeatedly sang in the office "**Oh where oh where has my little dog gone?**" and "**She's Going Down!**", and would cackle

and laugh all day long in the office, while looking directly at Plaintiff, with the intent to retaliate against and harass Plaintiff and cause her severe emotional distress;

- ii. ~~At one point, Plaintiff told Defendant Sullivan, “Syeda, you are my Manager, but I am also a human being”. In response, Defendant Sullivan mocked and humiliated Plaintiff by loudly singing in the office: “**don’t you know I’m human too!**”, with the intent to retaliate, harass, mock, and humiliate Plaintiff.~~
 - iii. On occasions too numerous to list, Defendant Sullivan taunted Plaintiff about her aforesaid “whistleblowing” activity.
 - iv. On occasions too numerous to list, Defendant Sullivan verbally attacked Plaintiff by calling her, *inter alia*, “**ditz**”, “**dingbat**”, “**pumpkin**”, and “**scatterbrain**” to her face.
- g. From September 2013 – October 2014, Defendant Sanofi, by and through its agents, servants, and employees, including but not limited to the individual Defendants, conspired to and did in fact instruct Defendant Sullivan to subject Plaintiff to threats of and actual physical assault and battery, including but not limited to:
- i. On numerous occasions, Defendant Sullivan threatened Plaintiff with physical violence, and on one occasion she handed Plaintiff papers and then hostilely yelled “**Take these unless you want to wear them!**”

- ii. In or about November 2013, Defendant Sullivan physically and forcefully grabbed and pulled Plaintiff's arm, thereby causing Plaintiff to suffer physical violence and pain.
 - iii. On May 8, 2014, while Plaintiff and Defendant Sullivan were at a team builder meeting, Defendant Sullivan verbally attacked Plaintiff and ran after her to the ladies' bathroom in front of others, thereby causing Plaintiff to suffer violence, pain, and humiliation.
- h. From September 2013 – October 2014, Defendant Sanofi, by and through its agents, servants, and employees, including but not limited to the individual Defendants, conspired to and did in fact instruct Defendant Sullivan to subject Plaintiff to isolation and unfair scrutiny, including but not limited to:
- i. Completely ignoring Plaintiff's presence for weeks at a time despite the fact that Defendant Sullivan moved Plaintiff's desk next to hers and Plaintiff greeted Defendant Sullivan "hello" or "good morning" in a cordial manner and on a daily basis;
 - ii. Knowingly, intentionally, and repeatedly failing to send Plaintiff meeting notices in order to ensure that Plaintiff would miss important meetings and would be reprimanded on her absence at said meetings;
 - iii. Writing Plaintiff up for not going to lunch with her;
 - iv. Confronting Plaintiff and advising she was not happy to see Plaintiff at a group lunch in the workplace cafeteria in May 2014.

- v. Talking about Plaintiff during her personal phone calls at a voice level that Plaintiff could very well hear, wherein she called Plaintiff a “**lunatic**” and ridiculed Plaintiff and her dying dog to others;
- vi. ~~Spreading lies about Plaintiff to others in order to ruin Plaintiff’s good name.~~
- i. During the last three months of Plaintiff’s employment, Defendants Chaurette and Carvello refused to answer any of Plaintiff’s workplace e-mails.
- j. Despite Plaintiff having consistently received positive performance reviews in the years, months, and weeks prior to her reporting of Defendants’ illegal and/or fraudulent behavior, in March 2014, Plaintiff received her first bad performance review concerning the 2013 work year, which review was based on pretextual falsities presented by Defendant Sanofi, its agents, servants, and/or employees, including but not limited to Defendant Sullivan, and contained no input from the attorneys Plaintiff had actually supported.
- k. Despite Plaintiff having consistently received positive performance reviews in the years prior to her reporting of Defendants’ illegal and/or fraudulent behavior, on or about June 19, 2014, Defendant Sullivan gave Plaintiff her first ever pretextual “Expectations Memo”, which falsely accused Plaintiff of failing to meet standards of respect and cooperation in order to create a pretextual basis upon which to reprimand Plaintiff and/or subject her to adverse employment actions.
- l. When Plaintiff appealed her pretextual performance review and “Expectations Memo”, Defendant DeBerardine hostilely confronted her with completely fabricated and pretextual accusations regarding Plaintiff’s personality.

- m. When Plaintiff appealed her pretextual performance review and “Expectations Memo” and reported the workplace retaliation to Defendant Sanofi’s Human Resources Department, Defendants Byers and Fontanes launched a scam “investigation” into Plaintiff’s allegations and then conspired with the other individual Defendants, including but not limited to Defendant DeBerardine, to prevent Plaintiff from posting to other jobs within the company and to ultimately terminate Plaintiff.
- n. On or about September 16, 2014, Defendants Chaurette, Carvello, and Byers lied to Plaintiff and advised her that her job was being relocated to Cambridge, Massachusetts, even though the overwhelming majority of the units and the attorneys Plaintiff supported were all located in Bridgewater, New Jersey.
- o. On or about September 16, 2014, Defendant Brit advised Plaintiff that she was terminated from her employment with Defendant Sanofi and that DeBerardine wanted Plaintiff out of the Company, in retaliation against Plaintiff for engaging in the aforesaid protected CEPA activity.
- i. Importantly, the only individuals who had the authority to approve Plaintiff’s termination were Defendants Viehbacher and Linahan.
- p. On or about September 18, 2014, Defendant DeBerardine caused Plaintiff’s job position to be posted on the internet. Notably, the job posting was for a position located in Bridgewater, New Jersey.
- q. Immediately after Plaintiff’s termination, Defendant DeBerardine planned on transferring and/or did in fact transfer Defendant Sullivan to Defendant Sanofi’s

Procurement Department, as Defendant Sullivan had accomplished her mission to have Plaintiff terminated.

118. The allegations set forth above are not intended to be an exhaustive list of all of the allegations against Defendants, but merely a representative sample.^{1 2}

COUNT I (CEPA N.J.S.A. 34:19-3(c))

119. Plaintiff repeats all of foregoing allegations and/or paragraphs as if set forth herein at length.

120. At all times relevant hereto, Plaintiff reasonably believed that the aforesaid conduct of her employer, Defendant Sanofi, by and through its agents, servants, and/or employees (including some named above), was in violation of a law, rule or regulation governing, *inter alia*, the aforesaid Federal healthcare laws and/or the Federal Anti-Kickback Statute, 42 U.S.C. § 1320, *et seq.*

121. At all times relevant hereto, Plaintiff reasonably believed that the aforesaid conduct of her employer, Defendant Sanofi, by and through its agents, servants, and/or employees (including some named above), was incompatible with a clear mandate of public policy concerning the public health, safety, and/or the welfare of patients.

a. Specifically, the Federal healthcare laws prohibit kickbacks and the inappropriation of pharmaceutical funds because they are harmful to the best interests of the patient.

¹ Numerous employees of Defendant Sanofi informed Plaintiff that Defendant Sanofi subjected Plaintiff to the foregoing retaliatory actions as a result of her engaging in the aforesaid protected CEPA activity.

² Upon information and belief, Smith and Kazimir were also subjected to unlawful workplace retaliation under CEPA, and Kazimir was ultimately terminated by the Defendants right after she testified as a witness against Defendants Godleski and Urbaniak, and as a result of their refusing and/or objecting to engage in the aforesaid fraudulent and/or illegal activity.

- i. Public policy mandates that drugs should be prescribed to a patient because they are believed to be the best therapeutic option for the patient, not because the pharmacies and/or physicians are contracted with the drug company as an incentive to “switch” from one manufacturer’s product to another.
- ii. Public policy prohibits the inappropriation of funds that support the research and development of drugs to improve the quality of patients’ lives.

122. At all times relevant hereto, Plaintiff performed a “whistle-blowing” activity described in N.J.S.A. 34:19-3(c), in that she objected to and/or refused to participate in the aforesaid illegal and/or fraudulent activity.

123. At all times relevant hereto, Plaintiff was subjected to unlawful retaliation and/or, *inter alia*, the aforesaid retaliatory and/or adverse employment actions, harassment, and hostile work environment by the Defendants outlined at length in the preceding paragraphs.

124. At all times relevant hereto, a causal connection existed between Plaintiff’s “whistle-blowing” activity under N.J.S.A. 34:19-3(c) and the aforesaid retaliatory and/or adverse employment actions to which Plaintiff was unfairly and wrongfully subjected.

125. At all times relevant hereto, Defendant Sanofi’s upper management, including but not limited to the individual Defendants, actually participated in and/or were willfully indifferent to the aforesaid retaliatory and/or adverse employment actions.

126. As a proximate cause and reasonably foreseeable result of the foregoing, Plaintiff was caused to sustain and will continue to sustain severe pain, suffering and permanent injuries including, but not limited to, physical health issues, severe emotional distress,

alarm, humiliation, psychological harm, embarrassment, and anxiety, and Plaintiff was further caused to expend, and will continue to expend great sums of money for professional care and/or treatment for her injuries.

127. As a further proximate cause and reasonably foreseeable result of the foregoing, Plaintiff was caused to sustain and will continue to sustain loss of wages and benefits for both herself and her daughter, and has and will be prevented from attending her usual occupation, duties, activities, and business.

WHEREFORE, Plaintiff, Diane Ponte, demands judgment against the Defendants, Sanofi S.A., its agents, servants, and/or employees, Sanofi U.S. Services, Inc., its agents, servants, and/or employees, Sanofi-Aventis U.S. LLC, its agents, servants, and/or employees, Genzyme Corporation, its agents, servants, and/or employees, Christopher A. Viehbacher, Robert DeBerardine, Brit Byers, Laura Carvello, Kathy Chaurette, Jeanette Fontanes-Quiles, Allison Gassaro, Raymond Godleski, Karen Linahan, Syeda Sullivan, Dennis Urbaniak, Martin Travers, "ABC CORP. 1-5", "JOHN DOE 1-5", and/or "JANE DOE 1-5" (the last three being fictitious designations), jointly and severally, for compensatory and punitive damages, emotional distress damages, attorneys' fees, interest, cost of suit, and any and all other relief that the Court may deem just and proper.

COUNT II (CEPA N.J.S.A. 34:19-3(a))

128. Plaintiff repeats all of foregoing allegations and/or paragraphs as if set forth herein at length.

129. At all times relevant hereto, Plaintiff reasonably believed that the aforesaid conduct of her employer, Defendant Sanofi, by and through its agents, servants, and/or employees

(including some named above), was in violation of a law, rule or regulation governing, *inter alia*, the aforesaid Federal healthcare laws and/or the Federal Anti-Kickback Statute, 42 U.S.C. § 1320, et seq.

130. At all times relevant hereto, Plaintiff reasonably believed that the aforesaid conduct of her employer, Defendant Sanofi, by and through its agents, servants, and/or employees (including some named above), was incompatible with a clear mandate of public policy concerning the public health, safety, and/or the welfare of patients.

a. Specifically, the Federal healthcare laws prohibit kickbacks and the inappropriation of pharmaceutical funds because they are harmful to the best interests of the patient.

i. Public policy mandates that drugs should be prescribed to a patient because they are believed to be the best therapeutic option for the patient, not because the pharmacies and/or physicians are contracted with the drug company as an incentive to “switch” from one manufacturer’s product to another.

ii. Public policy prohibits the inappropriation of funds that support research and development of drugs to improve the quality of patients’ lives.

131. At all times relevant hereto, Plaintiff performed a “whistle-blowing” activity described in N.J.S.A. 34:19-3(a), in that she reported the aforesaid illegal and/or fraudulent activity to her supervisors at Defendant Sanofi.

132. At all times relevant hereto, Plaintiff was subjected to unlawful retaliation and/or, *inter alia*, the aforesaid retaliatory and/or adverse employment actions, harassment, and hostile work environment by the Defendants outlined at length in the preceding paragraphs.

133. At all times relevant hereto, a causal connection existed between Plaintiff's "whistle-blowing" activity under N.J.S.A. 34:19-3(a) and the aforesaid retaliatory and/or adverse employment actions to which Plaintiff was unfairly and wrongfully subjected.
134. At all times relevant hereto, Defendant Sanofi's upper management, including but not limited to the individual Defendants, actually participated in and/or were willfully indifferent to the aforesaid retaliatory and/or adverse employment actions.
135. As a proximate cause and reasonably foreseeable result of the foregoing, Plaintiff was caused to sustain and will continue to sustain severe pain, suffering and permanent injuries including, but not limited to, physical health issues, severe emotional distress, alarm, humiliation, psychological harm, embarrassment, and anxiety, and Plaintiff was further caused to expend, and will continue to expend great sums of money for professional care and/or treatment for her injuries.
136. As a further proximate cause and reasonably foreseeable result of the foregoing, Plaintiff was caused to sustain and will continue to sustain loss of wages and benefits for herself and her daughter, and has and will be prevented from attending her usual occupation, duties, activities, and business.

WHEREFORE, Plaintiff, Diane Ponte, demands judgment against the Defendants, Sanofi S.A., its agents, servants, and/or employees, Sanofi U.S. Services, Inc., its agents, servants, and/or employees, Sanofi-Aventis U.S. LLC, its agents, servants, and/or employees, Genzyme Corporation, its agents, servants, and/or employees, Christopher A. Viehbach, Robert DeBerardine, Brit Byers, Laura Carvello, Kathy Chaurrette, Jeanette Fontanes-Quiles, Allison Gassar, Raymond Godleski, Karen Linahan, Syeda Sullivan, Dennis Urbaniak, Martin Travers, "ABC CORP. 1-5", "JOHN DOE 1-5", and/or "JANE DOE 1-5" (the last three being

fictitious designations), jointly and severally, for compensatory and punitive damages, emotional distress damages, attorneys' fees, interest, cost of suit, and any and all other relief that the Court may deem just and proper.

COUNT III (RESPONDEAT SUPERIOR LIABILITY)

137. Plaintiff repeats all of foregoing allegations and/or paragraphs as if set forth herein at length.
138. A master-servant relationship existed between Defendants Sanofi, Genzyme, and the individual Defendants, all of whom served in supervisory roles over Plaintiff.
139. Accordingly, Defendants Sanofi and/or Genzyme were vicariously liable to Plaintiff under CEPA for the aforesaid fraudulent and/or retaliatory actions committed by the individual Defendants within the course and scope of their employment.
140. As a proximate cause and reasonably foreseeable result of the foregoing, Plaintiff was caused to sustain and will continue to sustain severe pain, suffering and permanent injuries including, but not limited to, physical health issues, severe emotional distress, alarm, humiliation, psychological harm, embarrassment, and anxiety, and Plaintiff was further caused to expend, and will continue to expend great sums of money for professional care and/or treatment for her injuries.
141. As a further proximate cause and reasonably foreseeable result of the foregoing, Plaintiff was caused to sustain and will continue to sustain loss of wages and benefits for herself and her daughter, and has and will be prevented from attending her usual occupation, duties, activities, and business.

WHEREFORE, Plaintiff, Diane Ponte, demands judgment against the Defendants, Sanofi S.A., its agents, servants, and/or employees, Sanofi U.S. Services, Inc., its agents, servants, and/or employees, Sanofi-Aventis U.S. LLC, its agents, servants, and/or employees, Genzyme Corporation, its agents, servants, and/or employees, Christopher A. Viehbacher, Robert DeBerardine, Brit Byers, Laura Carvello, Kathy Chaurette, Jeanette Fontanes-Quiles, Allison Gassaró, Raymond Godleski, Karen Linahan, Syeda Sullivan, Dennis Urbaniak, Martin Travers, "ABC CORP. 1-5", "JOHN DOE 1-5", and/or "JANE DOE 1-5" (the last three being fictitious designations), jointly and severally, for compensatory and punitive damages, emotional distress damages, attorneys' fees, interest, cost of suit, and any and all other relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all claims and issues so triable.

DESIGNATION OF TRIAL COUNSEL

Rosemarie Arnold, Esq. is hereby designated as trial counsel.

LAW OFFICES ROSEMARIE ARNOLD
Attorneys for Plaintiff

By: 

ROSEMARIE ARNOLD

Dated: December 3, 2014