

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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ZUHAL BUTUNER,	:	
	:	INDEX No. _____
Plaintiff,	:	
	:	
vs.	:	
	:	COMPLAINT
NOVARTIS PHARMACEUTICALS CORP.	:	
	:	DEMAND FOR JURY TRIAL
Defendant.	:	
	:	
-----	X	

Plaintiff Zuhall Butuner, by and through her attorneys, Rafkin Esq., PLLC, as and for her complaint against Novartis Pharmaceuticals Corporation ("Novartis") alleges as follows:

PARTIES

1. Plaintiff is, and at all times relevant hereto was, a citizen of Canada. She is not a citizen of the United States.
2. Defendant Novartis is a corporation formed under the laws of the State of Delaware with its U.S. headquarters in East Hanover, New Jersey.
3. During all relevant times, Novartis was Plaintiff's employer within the meaning of all applicable statutes.

JURISDICTION AND VENUE

4. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332 because Plaintiff is a citizen of Canada, Defendant is a citizen of the State of New Jersey and the State of Delaware and the amount in controversy exceeds \$75,000.
5. At all times relevant hereto, Plaintiff resided in Canada.

6. Venue is proper in the United States District Court for the District of New Jersey under 28 U.S.C. § 1391(b)-(c) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred within this district.

FACTS COMMON TO ALL COUNTS

7. Plaintiff is an accomplished clinical drug development and medical affairs executive in the pharmaceutical industry. Plaintiff was employed by Novartis as a Worldwide Brand Medical Director for just over two years, from August 22, 2016 through September 14, 2018, when she was fired. Throughout her time at Novartis, Plaintiff received excellent performance reviews and feedback.

Plaintiff is recruited by Alcon (which becomes Novartis)

8. In August of 2015, an executive recruiter approached Plaintiff about an open position at Alcon, a Ft. Worth, Texas company owned by Novartis. She interviewed with Alcon in November and December of 2015 and received word in that Alcon wanted to hire her. In January 2016, Alcon informed Plaintiff that the position would be moving from Alcon to Novartis. Plaintiff then interviewed with Novartis in February. Throughout the recruiting process and to this day, Plaintiff resided in Canada, near Toronto, a fact well known to Novartis.

9. Plaintiff received a verbal offer from Novartis on February 29, 2016, but with little detail. She then heard nothing for three months. On May 27, 2016, Novartis extended a formal offer of employment for the position of Sr. Global Director Brand Medical Affairs Lead. The offer included a relocation and reimbursement package, and assistance through an executive relocation company. Plaintiff advised that she was willing to relocate, but she could not do so without a proper visa. Novartis confirmed that they would sponsor an appropriate visa.

10. On June 6, 2016 Plaintiff accepted the Novartis offer. Her specific start date was to be based on the ability to get the appropriate visa in place and provide her then-current employer with one month notice.

Novartis Alters Plaintiff's Offer to Fit the "TN" Visa Requirements

11. On June 9, 2016 Plaintiff was contacted by the Moore & Van Allen law firm on behalf of Novartis to assist Plaintiff with the visa process. Moore & Van Allen advised that they would assist Plaintiff in applying for an L-1 Blanket visa. Plaintiff responded by providing the law firm the requested information. She heard nothing from Moore & Van Allen for over a month, despite repeated requests for information. Meanwhile, Novartis told Plaintiff that it needed her to start as soon as possible as there was an urgent need for a Medical Director for brolocizumab, a late stage clinical (Phase III) ophthalmological drug candidate.

12. On July 14, 2016 Moore & Van Allen re-emerged and indicated that they had made an error, advising that Plaintiff was not, in fact, eligible for a L-1 visa. The law firm advised that rather than a L-1, Novartis could sponsor Plaintiff for a H1-B Visa, or an O-1 "extraordinary ability" visa, either of which would allow Plaintiff to relocate to New Jersey but both of which took significant time to obtain, even if Plaintiff met the qualifications of an O-1 visa (which was doubtful). Alternatively, Novartis could sponsor Plaintiff for a Trade NAFTA visa ("TN-1"), or hire Plaintiff through Novartis Canada; both of which were expeditious but neither of which would permit imminent relocation.

13. Two immigration lawyers from Moore & Van Allen (Steve Hader and Samantha Franklin) discussed the options with Plaintiff and Novartis Human Resources personnel (Heidi Hyatt, Jon Strasnick and Cassandre Joseph). The law firm moved forward with Novartis sponsoring Plaintiff for a TN-1 visa, which would allow her to legally begin work for Novartis immediately, and to travel to the US for Novartis business, but not to relocate immediately. They

would then, obtain a more permanent visa for her to permit relocation. The TN-1 visa is a temporary visa valid for only 3 years.

14. Moore and Van Allen provided Plaintiff a TN-1 visa application package to provide to the US immigration officials. The package included a petition letter signed by Novartis stating that the position offered to Plaintiff was for a temporary 3-year period with no mention of relocation.

15. The TN-1 visa application package also requires that the applicant have a valid offer letter from the employer that meets specified requirements, including that the applicant's time in the United States is temporary (i.e. the applicant intends to keep permanent residence in Canada) and that the job fits the visa's Schedule of Occupations.

16. Recognizing such requirements, Steven Hadar, one of the Moore & Van Allen attorneys communicated with, including sending an email, to three Novartis HR employees, Jon Strasnick, Heidi Hyatt and Cassandra Joseph, and Plaintiff. The email attached a revised offer letter for Plaintiff. The revised offer letter changed Plaintiff's title from "Sr. Global Brand Medical Affairs Lead" to "Sr. Global Brand Medical Affairs Scientist" and removed any reference to relocating to the United States. The revised offer letter bore a date of May 27, 2015 (rather than May 27, 2016). On information and belief, Mr. Hadar cut and pasted Plaintiff's signature from her original offer letter signed on June 6, 2016. Plaintiff did not sign or otherwise alter the letter provided to her by Mr. Hadar on July 21, 2016.

17. Mr. Hadar's email states (Heidi Hyatt was also copied):

Jon/Cassandre/Zuhal,
Attached is an amended offer letter for Zuhal to carry with her when entering the US and in connection with her TN application. The letter will only be presented if requested by the US inspector. The amendment is [a] simple one (Leader amended to Scientist) and will comply more closely with the TN requirements. For purposes of presentation in connection with the TN application we also removed the relocation paragraph. This

amended offer letter does not supersede the prior offer letter and the attachments associated with the prior offer letter are still applicable.

18. Plaintiff used the TN visa package provided by Novartis and Mr. Hadar's firm and obtained the TN-1 visa on July 26, 2016. Indeed, the US immigration official requested and reviewed the offer letter as part of his diligence.

19. She provided notice to her then-current employer, and began at Novartis on August 22, 2016.

Plaintiff Excels at Novartis

20. Upon commencing employment, Plaintiff came to realize the basis for Novartis' urgency to get someone in the position. The backlog of work was immense and Plaintiff was regularly working long hours. The brolocizumab program was approaching the end of Phase III development. Given the drug's stage in development and the job's global nature, extensive travel was required immediately, e.g., regularly to Basel, Switzerland (Novartis' European headquarters where 90% of the global brolocizumab team is located), throughout Europe and much of the US, as well as to Novartis offices in East Hanover, NJ, all while residing in Canada, consistent with the terms of Plaintiff's TN-1 visa.

21. In early 2017, Plaintiff had a follow up conversation with her manager, Debra Barker, regarding relocating to New Jersey. Plaintiff discussed with her boss the need for Novartis to pursue an alternate visa for Plaintiff that would allow her to relocate to East Hanover, NJ. To date, Human Resources had made no progress on alternative visa options for Plaintiff, and Plaintiff had utilized all of the lump sum allocated to her for travel to New Jersey.

22. Ms. Barker, Plaintiff's boss, told her that she did not need to relocate. This made sense on many fronts. Firstly, the Fovista program, another late-stage Phase III ophthalmology candidate had just failed in December 2016 and management had to lay off many staff members. The Phase III results of the brolocizumab program were still unknown. Secondly, Plaintiff's

manager was herself, and 90% of the brolocizumab team, located in Basel, Switzerland, not East Hanover, and much of Plaintiff's job required travel outside of New Jersey, e.g. to Basel, Europe, Asia, Japan, Australia etc. Moreover, other Worldwide Brand Medical Directors within the ophthalmology franchise also worked remotely. There was no basis or need to treat Plaintiff any differently.

23. On March 1, 2018 Novartis executed a document for the Canadian Revenue Agency stating that Plaintiff resided in Canada and worked remotely out of Novartis' East Hanover, NJ office.

24. In Q2 of 2017, Plaintiff's boss, Debra Barker, left the company. Novartis hired Joanne Chang into the role. Ms. Chang was also not located in New Jersey. She was based in the Ft. Worth, TX office and was well aware that Plaintiff worked from Canada. Among other things, Plaintiff and Ms. Chang discussed as much, and Ms. Chang signed off on Plaintiff's expense reports for reimbursement for trips back and forth to Novartis' headquarters in New Jersey. Ms. Chang later asked Plaintiff to travel more regularly to the East Hanover office, as the brolocizumab program was becoming a key priority for the company. Indeed, Brolocizumab forecasts were approaching US\$6B. Plaintiff agreed to travel to East Hanover more regularly.

25. In December of 2017, Ms. Chang rated Plaintiff as a "3:2" in her performance review – one of the highest ratings within Novartis and a difficult one to achieve – in part because of her incredible work ethic.

26. In 2018, Plaintiff continued to work and travel back and forth to East Hanover with more frequency as requested. Ms. Chang continued to regularly approve Plaintiff's travel expenses. At no time did Ms. Chang tell Plaintiff that she needed to relocate to the US.

Plaintiff Raises The Flag On Data Disclosure Errors

27. In June of 2017, topline positive phase 3 results for brolucizumab were made public in a press release. The trial was a head-to-head study against brolucizumab's biggest competitor, Eylea. Eylea had already been approved and sales of Eylea exceeded \$6B in 2017. The trial results showed that brolucizumab's efficacy was similar to Eylea, but that 50% of patients were able to go 50% longer in between doses (injections into the eye). Preliminary (first interpretable) results showed that the safety was similar to Eylea. Accordingly, the press release stated that overall safety was comparable to Eylea. Detailed phase 3 results were presented at the biggest ophthalmology conference that year (AAO Nov 2017).

28. In March of 2018, Novartis caught a material error in their published safety data. Novartis had published that the rate for stroke/heart attacks (collectively called ATEs) of their competitor, Eylea, was double that of Novartis' own drug brolucizumab. In fact, the rate of ATEs for both drugs was comparable.

29. Plaintiff suggested Novartis executives to draft a press release to acknowledge and correct the error. Novartis refused. Novartis was worried that the competition would use the error to question other data reported by Novartis. Instead, Novartis wanted Plaintiff to have one of the key physician speakers to disclose the error at an upcoming eye conference (Macular Society Meeting), as that would lessen the blow. This doctor was not a Novartis employee and understandably had no interest in being the sacrificial lamb to deliver the corrected safety data. He clearly stated he would not present the data if he had to be the first one presenting the error. Plaintiff concurred with the key physician and pushed back on Novartis, advocating for a press release. When Novartis again refused to acknowledge the data error in a responsible way, Plaintiff volunteered to write personalized letters to inform Novartis' doctors and advisors about the data

error prior to Macular Society Meeting presentation the following day. She stayed in the office until 2am to get the job done.

30. One week later, Plaintiff was informed that persons from Novartis' legal department made a complaint about *Plaintiff*, alleging *Plaintiff* was trying to "hide the data." Plaintiff's boss stated that this had been discussed with top executives and that this would be reflected on the Plaintiff's HR record. Plaintiff responded with shock and disbelief at this accusation and told her boss that she did not accept the allegations as she was the one who advocated for a press release. Indeed, it was Novartis who did not want to publicize the error in a responsible manner. It was a harbinger of things to come.

31. During the same time frame, Plaintiff also pushed Novartis executives to correct a material omission in its published safety data. For nearly a year, Novartis had known that ocular inflammation rates in brolocizumab exceeded Eylea (~ 4% for brolocizumab vs 0.6% for Eylea). Ocular inflammation is an important safety parameter in this class of drugs and is of key interest to the medical community. Indeed, higher ocular inflammation rates can limit adoption of a drug in the marketplace. Plaintiff pushed to have this information disclosed at scientific and medical congresses including the AAO 2017.

32. Yet again, however, Novartis refused. It maintained that it was not ready to do so and continued to state that safety was comparable with Eylea. This is unacceptable due to the importance of the safety information. For example, Allergan immediately reported its ocular inflammation data on a comparable late-stage Phase III drug candidate with the first interpretable results. This is expected in the physician and investor community. With Novartis, it had been *14 months* since the first interpretable results (June 2017), yet the ocular inflammation rates were still not disclosed. Plaintiff was told to remove the ocular inflammation rates provided to the field clinical staff (MSLs) and the company continued to state that the safety was comparable to Eylea

in press releases. The need for this disclosure was only heightened when it was discovered, in mid-July, that the ocular inflammation rates in Japanese patients were over 12% (vs 0% for Eylea), especially since Novartis initiated another global study, excluding Japan. At the time of the termination of Plaintiff's employment, the company had yet to disclose this high rate in Japanese patients to study doctors from other countries (where Japanese patients may be enrolled). As of the most recent press release (September 22, 2018), the company continued to provide new efficacy data, but not updated safety data.

Novartis Does An About-Face on Plaintiff

33. After the late March 2018 incident accusing Plaintiff of unethical behavior, Novartis started to pull the rug out from under Plaintiff. On May 10, 2018, Plaintiff dialed into her regular monthly call with her manager, Ms. Chang. Instead of their regular call, Ms. Chang announced that she had Devin Lawton from Human Resources on the phone.

34. Ms. Lawton began the conversation with an ultimatum, stating words to the effect "if you don't relocate to East Hanover by September 1, 2018, you will be immediately terminated." She also accused Plaintiff of violating her contract.

35. Plaintiff was shocked. She explained to Ms. Lawton the background of her current working arrangement, i.e., that she had worked for two different bosses neither of whom said she needed to relocate. She also explained that Novartis Human Resources had been intimately involved in setting up this working arrangement for Plaintiff and that Novartis' lawyers had prepared the documentation. Lawton mustered only that she was not aware of those facts and would have to look into it.

36. After arriving home from a business trip to London, UK and taking a few days to digest Lawton's May 10th ambush, Plaintiff composed an email to Ms. Lawton and Ms. Chang explaining the entire back story of her recruitment, the visa process, the urgent need for her to start,

etc. She also copied several senior executives. She attached Novartis' original offer letter as well as the revised offer letter prepared by Novartis and its counsel, and the Canadian Revenue Agency document signed by her initial supervisor attesting to her residency in Canada and work in NJ.

37. Plaintiff expressed that she was deeply disturbed by the tone and nature of the May 10th call and follow up. She explained that she was certainly open to relocation to New Jersey, however she obviously had to do it in compliance with the US Immigration and Naturalization Services and the Canadian Revenue Agency.

38. Neither Ms. Lawton or Ms. Chang ever responded to Plaintiff's email. Distraught, Plaintiff requested a call with the head of her group, the Chief Medical Officer for pharmaceuticals ("CMO"). In that call, which included HR as well, Plaintiff explained that she was happy to relocate, but that she could not do so without the company's support in obtaining a visa consistent with relocation. The CMO agreed, stating words to the effect that "we need to get you an appropriate visa."

39. Following that call, in June and July of 2018 Plaintiff tried repeatedly to follow up with Ms. Lawton regarding the visa issue. Lawton repeatedly cancelled meetings requested by Plaintiff, would not answer or return Plaintiff's phone calls and then told Plaintiff not to schedule any more appointments with her. Indeed, human resources did not do a single thing to advance the process of obtaining Plaintiff a visa consistent with relocation, despite the May 10th ultimatum to relocate by September 1st. On August 3, 2018, HR informed Plaintiff that it would not initiate any visa process.

40. For her part, Ms. Chang told Plaintiff that she "couldn't discuss" the issue, nor support her in any fashion, citing confidentiality of an "investigation" (described below). Nevertheless, Ms. Chang had no issues discussing it with other coworkers, e.g. the Business Franchise Head for Ophthalmology. Increasingly, Plaintiff felt isolated and dejected.

Novartis' Sham Investigation

41. On May 30, 2018, Plaintiff received an email from Bob Treiber in Novartis' Global Security group asking her to meet with him the following week at the East Hanover office for an interview about a business practices case. He said she should tell her boss she was meeting with Novartis Global Security to discuss a case. He gave her no further detail except that it was on the topic of the Plaintiff's visa.

42. When she arrived at the meeting, two men (Mr. Treiber and a Security employee) set about to interview her in a conference room. Plaintiff asked if she could take notes. They said no. Plaintiff asked if she could review the notes the men were taking, for accuracy purposes. They said no. Plaintiff asked if and when she would be able to review their notes. They said the information in the notes could be used as evidence against her in a court of law, and that is when she would be able to see them.

43. Understandably frightened, Plaintiff asked if she could have her husband on the phone during the interview. They said no. Plaintiff asked if she could consult a lawyer. Again, they said no.

44. The two men then set about interrogating Plaintiff. They advised that "Human Resources" had accused her of tampering with her employment offer letter. They said "Human Resources" had accused her of stealing from the company. They did not provide any names. They said they had interviewed a lot of people about Plaintiff to "see what kind of worker" she was, or words to that effect.

45. As with Ms. Chang and Ms. Lawton, Plaintiff recounted the back story of her recruitment, the decision making around the visa process, and Novartis' urging that she needed to start as soon as possible. She advised that the second offer letter had come from Novartis' immigration counsel, not her, and that Plaintiff did not alter it. She simply included it in her visa

application package in the form provided by Novartis' immigration counsel. The security men asked for proof that the letter came from Moor & Van Allen with discussions with HR. Promptly, Plaintiff contacted her husband in Canada and had him forward the email from her personal MAC computer in Canada. The email contained the email from Mr. Hadar that attached the revised offer letter, as excerpted above.

46. Plaintiff also advised that she had discussed relocation with her initial supervisor in early 2017, and had been advised she did not need to relocate. She also advised them of the Canadian Revenue Agency form signed by her supervisor acknowledging that Plaintiff lived in Canada and worked in the U.S. She further explained that the lump sum funds provided to her upon hire were used for travel back and forth to New Jersey in the first 4-5 months of her employment, and after that she expensed her work trips through the standard reimbursement process, which was always approved by both her initial boss as well as Ms. Chang.

47. Save for one follow up email regarding whether Plaintiff had located additional receipts, neither Mr. Treibor or anyone from security follow up with Plaintiff again. When Plaintiff reached out to Mr. Treibor in August, he informed her he had completed his investigation back in June and there was nothing he could tell her.

Novartis Ices Plaintiff Out Then Terminates Her Employment

48. Other things began to change. Novartis moved to hire another Worldwide Brand Medical Director for brolucizumab. This was highly unusual as brolucizumab has one customer base for all of its retinal indications and there was no basis to have two Worldwide Brand Medical Directors to set one strategy for the brand.

49. In another unusual move, Ms. Chang began sitting in on Plaintiff's meetings with her team. Ms. Chang also began scheduling 1:1 meetings with all of Plaintiff's direct reports. Ms. Chang had never done this before. It was an unusual move as Novartis culture is one that typically

adheres strictly to reporting hierarchies in terms of managing one's reports. She told Plaintiff *not* to travel to New Jersey (a complete reversal of the prior directive to be there more), even when the team was holding important meetings with senior management. Most of Plaintiff's direct reports are located in Basel and Ms. Chang would give them direction outside of Plaintiff's knowledge. This under minded Plaintiff's leadership with her staff and was emotionally taxing.

50. She also made off-color comments to Plaintiff regarding her immigration status, stating that since Plaintiff's husband is a professor, he probably could not relocate, that her boss only wanted MD's for the Global Brand Medical Director position and commenting on favorability of the Canada-US exchange rate for Plaintiff.

51. On August 6, 2018, Novartis hired David Tanzer, an MD with limited pharmaceutical development experience, as the Executive Worldwide Brand Medical Director for brolocizumab. Mr. Tanzer was directed to sit in on all of Plaintiff's meetings, including her weekly meetings with her staff. Plaintiff was then asked to "onboard" Mr. Tanzer with everything she has.

52. Then, on August 30, 2018, without warning, Novartis shut off Plaintiff's computer access. She was advised by an IT technician that there was an "urgent request by HR to deactivate your computer."

53. The next day, nearly three months after she was interviewed by BPO and without any follow up, Novartis informed Plaintiff she was being fired. Victor Gu, Head of Human Resources for United States Pharma, and David Rich, executive Human Resources Director for Legal and Compliance, called Plaintiff on the phone to purportedly deliver the "result" of the BPO investigation – an investigation concluded two months prior according to Mr. Treiber, the investigator.

54. In the call, Mr. Gu stated that Plaintiff was being terminated for general unprofessional behavior by continuing to reside in Canada and not relocate to the US. Further, he stated that the company had concluded that Plaintiff committed fraud by providing Human Resources with the letter provided by Mr. Hadar as evidence of her current working arrangement and visa. And finally, Mr. Gu stated that Plaintiff violated the Novartis Code of Conduct by providing the company with the Canada Revenue Agency document as evidence that the company was well aware of Plaintiff's work arrangement given that Plaintiff's supervisor signed it. Mr. Gu stated that the document was "not signed by the manager, nor was there a signature line for the manager on the form."

55. No reasonable investigation could come to this conclusion. First, Novartis supported, petitioned and paid for Plaintiff's TN-1 visa, *which does not permit relocation*. Plaintiff could not legally relocate to the United States on that visa, a fact well known to Novartis as it was intimately involved in the process of obtaining it.

56. Second, as set forth above, the evidence is painstakingly clear that *Novartis'* immigration counsel, not Plaintiff, prepared the amended offer letter, *copying and highlighting the changes to Novartis human resources when it sent the revised letter to Plaintiff and directed her to use it*. Moreover, it is clear that Novartis HR was well aware of the altered offer letter to obtain the TN-1 visa.

57. And finally, the Canada Revenue Agency document is plainly signed by Plaintiff's supervisor. Indeed, apparently Novartis did not bother to ask Plaintiff's boss about it. Had it done so, the company would have confirmed that her boss was well aware of Plaintiff's working arrangement, approved it, and signed the Canada Revenue Agency document for Plaintiff.

58. Instead, Novartis used the results of the so-called investigation as a cover to push Plaintiff out the door soon after accusing her of unethical behavior. And, after accusing Plaintiff

of unprofessional behavior, fraud, and code of conduct violations and firing her, the company advised that it wanted to make her transition “as smooth as possible” and “support her as she transitions from the organization” and to that end, “welcomed” Plaintiff’s input around shaping the communication about her exit. Hardly the statements of a company that thinks an employee defrauded it.

COUNT I
(RETALIATION IN VIOLATION OF NJ CEPA)

59. Plaintiff hereby incorporates by reference paragraphs 1 through 58 as though fully set forth herein.

60. Novartis was Plaintiff’s employer.

61. During her employment with Novartis, Plaintiff objected to Novartis’ actions of refusing to responsibly publicize a material error in safety data with respect to Novartis’ drug versus Eylea. She did so at a meeting of Novartis supervisors and other managers and executives of Novartis in March of 2018. She also objected to Novartis’ refusal to publish known ocular inflammation rates that exceeded their competitor. She was also told not to make comments on potential safety topics in emails. Plaintiff reasonably believed that Novartis’ failure to disclose material information violated consumer safety laws, was fraudulent or criminal, and/or violated public policy concerning public health, safety and welfare.

62. Novartis retaliated against Plaintiff by conducting a sham investigation and ultimately terminating her employment.

63. Novartis’ conduct violates Title 34 of the New Jersey Statutes Section 34:19 et seq.

64. Novartis’ conduct has caused injury to Plaintiff in the form of lost wages and benefits as well as emotional distress and humiliation all of which she may seek to recover for under Section 34:19-5.

65. Further, Novartis' conduct was engaged in intentionally with a fraudulent and oppressive purpose. The conduct was engaged in by managers and executives of Novartis and was thus ratified and condoned by the company. Accordingly, punitive damages are also warranted.

66. Plaintiff is also entitled to recover attorneys' fees and costs pursuant to statute.

COUNT II
(WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY)

67. Plaintiff hereby incorporates by reference paragraphs 1 through 66 as though fully set forth herein.

68. Under New Jersey law, an employer's right to discharge an employee at will carries a correlative duty not to discharge an employee who declines to perform an act that would require a violation of a clear mandate of public policy.

69. Novartis was Plaintiff's employer, and owed her a duty not to discharge her for refusing to perform an act that would require her to violate a clear mandate of public policy.

70. Here, Plaintiff refused to perform an act – relocating to the United States without a proper visa – that would violate a clear mandate of public policy, i.e. federal immigration law. Federal immigration law is clear that any individual who wishes to work and live in the United States must obtain proper admission, and presenting false information to US immigration services or otherwise fraudulently seeking admission into the United States violates federal law. INA § 212(a)(6)(C)(i); 18 U.S. Code § 1546.

71. Novartis fired Plaintiff for her refusal to engage in acts violative of public policy, namely federal immigration law.

72. Further, Plaintiff's discharge was in retaliation for participating in an investigation into immigration business practices in which Plaintiff advised Novartis that Human Resources and Novartis' immigration counsel had directed her to use an altered offer letter for purposes of her visa application, and then Novartis thereafter (apparently) expected her to move to the United

States inconsistent with such offer letter and in violation of such visa. Notably, Novartis fired its immigration counsel shortly after it concluded its BPO investigation.

73. Novartis has caused Plaintiff damages, including but not limited to lost wages and benefits and emotional distress damages. The conduct was engaged in by managers and executives of Novartis and was thus ratified and condoned by the company. Punitive damages are also warranted.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff hereby prays for judgment against Defendant on all causes of action and for recovery as follows:

- a. Damages for past lost wages and the value of lost benefits, including equity grants, in an amount to be proven at trial;
- b. Damages for emotional distress, mental anguish and humiliation in an amount to be proven at trial;
- c. Punitive damages in an amount to be proven at trial;
- d. Prejudgment interest;
- e. Attorneys' fees and costs pursuant to statute; and
- f. For such other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury of all issues triable by jury in this action.

Executed at Randolph, New Jersey.
Dated: February 22, 2019

RAFKIN ESQ.
1201 SUSSEX TURNPIKE, SUITE 102
RANDOLPH, NJ 07869

By: _____
Seth A. Rafkin

Attorneys for Plaintiff Zuhail Butuner

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant

)
)
)
)
)
)
)

Civil Action No. _____

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Zuhai Butuner

(b) County of Residence of First Listed Plaintiff Canada
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Rafkin Esq., PLLC
Seth Rafkin
1201 Sussex Turnpike, Suite 102
New York, NY 10020

DEFENDANTS

Novartis Pharmaceuticals Corp.

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input checked="" type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT		TORTS		FORFEITURE/PENALTY		BANKRUPTCY		OTHER STATUTES	
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 897 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability			<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 897 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud			<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 897 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending			<input type="checkbox"/> 430 Banks and Banking		<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 897 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage			<input type="checkbox"/> 450 Commerce		<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 897 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability			<input type="checkbox"/> 460 Deportation		<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 897 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability				<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations Act		<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 897 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury				<input type="checkbox"/> 480 Consumer Credit		<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 897 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice				<input type="checkbox"/> 490 Cable/Sat TV		<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 897 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 195 Contract Product Liability					<input type="checkbox"/> 490 Cable/Sat TV		<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 897 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 196 Franchise					<input type="checkbox"/> 490 Cable/Sat TV		<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 897 Arbitration	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
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