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In the Matter of the Arbitration between

JAMS Reference # 1420018077

ELENA FERRANTE,
Claimant

and

SECOND AMENDED NOTICE
OF CLAIM

AMGEN, INC., et als
Respondent

Claimant, ELENA FERRANTE, by way of Claim against the Respondents, hereby says:

PARTIES

1. Claimant, Elena Ferrante, presently resides at 6 Fairview Ave in the Borough of Montvale, County of Bergen, State of New Jersey.
2. Upon information and belief, Respondent, Amgen Inc. (“Amgen”) is a corporation engaged in the business of pharmaceutical sales, and doing business in the State of New Jersey.
3. Upon information and belief, Respondent Amgen is incorporated in the State of Delaware with its principal place of business located in Thousand Oaks, California.
4. Upon information and belief, Amgen Washington Inc. a/k/a Amgen Washington (“AWI”) is a subsidiary, division or affiliated company of Amgen, with its principal place of business located in

Seattle, Washington.

5. Upon information and belief, at all relevant times, Respondent, Sam Caruso, (“Caruso”), was employed by Respondent Amgen as a district manager in the corporate division of drug sales in the Inflammatory Business Unit (“IBU”).

6. Upon information and belief, at all relevant times, Respondent, Frances Ventriglia, (“Ventriglia”), was employed by Respondent Amgen as a district manager in the corporate division of drug sales in IBU.

FACTS COMMON TO ALL COUNTS

7. In or about June 1997, Claimant began employment with the company, Immunex, which was the predecessor company to Respondent AWI on a full time basis as a professional sales representative (“PSR”).

8. Immunex, a company based in Seattle, Washington, was in the business of selling pharmaceuticals.

9. In or about October 2001, Claimant transferred from the Immunex cancer drug division to the startup dermatology drug division of Immunex. Claimant was one of the original seven Immunex employees chosen by Scott Burton for the newly formed dermatology sales force. She pioneered the introduction of biologicals into dermatology offices and forged one of the most important and enduring investigator/company relationships with Alice Gottlieb, M.D.

10. Initially, when the new division of Immunex was formed (October 2001), Claimant’s territory encompassed all Dermatologists and Rheumatologists in Northern New Jersey (the top 1/3 of the state). The only drug she was responsible for promoting was Enbrel, a brand new class of drug

introduced to the Dermatology community to combat psoriasis and psoriatic arthritis.

11. Once Amgen purchased Immunex, (July 2002) they hired additional sales personnel, and she no longer had responsibility for the Rheumatologists in this territory, only Dermatologists.

12. An additional expansion took place in August 2003, her territory was again made smaller, she became responsible for all Derms in the Warren, Essex, Lower Bergen, Monmouth, Middlesex, Mercer, Somerset, Hunterdon, Union counties, and at all times, she was responsible for a physician who was to become one of the top 5 Enbrel prescribers in the nation, Alice Gottlieb, MD PhD.

13. Claimant has also been tremendously successful in bringing the Enbrel message to community dermatologists through the use of peer selling and sold millions of dollars of Enbrel for Immunex.

14. Respondent Amgen recast the business entity located in Seattle, Washington, formerly known as Immunex as AWI.

15. Soon after the Amgen buy out of Immunex, Respondents Amgen and/or AWI altered the marketing of the drug Enbrel (generic name: Etanercept).

15. Enbrel was developed for and intended for treatment of rheumatoid arthritis, psoriatic arthritis and severe psoriasis, as well as other dermatological conditions.

16. Once Amgen purchased Enbrel from Immunex, the entire atmosphere of the company changed. What was once a science based organization, become a marketing driven company. Claimant and other representatives were told what to say, to whom to say it, almost as though reading from a script. The original Immunex employees had been taught about Enbrel by Dr. Goodwin, who discovered the molecule, and they were carefully instructed on the appropriate uses for a potent immunomodulator.

Such facts seemed to be of little importance to Amgen, and their sales employees were only trained casually on the science, but very heavily on the marketing message Respondents adopted an overly aggressive marketing strategy with respect to Enbrel.

17. With regard to patient recipients of Enbrel, Respondents manipulated data concerning persons experiencing and/or developing congestive heart failure (“CHF”). Specifically, Respondent Amgen disregarded the importance of clinical trials that pointed to a worsening of CHF after the prescribed regimen of Enbrel, and altered the drug warning so that only persons with advanced or “stage four” CHF were termed at risk. Respondents specifically promoted this manipulated data regarding CHF, and coerced its sales representatives, including Claimant, to adopt, endorse and effect this unethical, untruthful and dangerous marketing ploy.

18. In addition, Respondents manipulated and/or purposely skewed data with respect to the definition of “moderate” in the context of a psoriasis condition. Specifically, Respondents unethically and in contradiction of the available scientific data, promoted the prescription of Enbrel for “**mild**” cases of psoriasis by reinterpreting “moderate” cases in terms of the lesser mild cases.

19. In addition, Respondents specifically ordered sales employees including Claimant, to instruct doctors to prescribe Enbrel at the lesser therapeutic dose but to direct their patients not to fill said prescription and skip to the increased dosage right away. This unethical and untruthful practice, clearly would boost the sales and revenue for Respondents, and represented a total disregard of the proper care of patient recipients of Enbrel.

20. Although the scientific and medical data indicated that Enbrel should be prescribed for the aforementioned conditions including severe psoriasis, Respondents Amgen and/or AWI

manipulated the data to support its strategy to market the drug to people with “moderate” psoriasis thereby presenting a danger to people with certain heart conditions.

21. Amgen instructed its employees, including Claimant, to review the files of patients in the offices of physicians who were prescribing Enbrel, contrary to HIPPA, and extract insurance information; and to then encourage the physicians to write to those carriers to urge them to approve payment for the Enbrel prescription.

22. Enbrel costs approximately \$20,000.00 per year for regular prescription treatment.

23. From the beginning of Amgen’s new, over aggressive marketing strategy for Enbrel, Claimant voiced objections to management personnel, including Respondents Ventriglia and Caruso, training department representatives and others, to such strategy and resisted such marketing directives in her servicing of customers because she genuinely believed such marketing tactics were unethical, dangerous and illegal.

24. Respondents Caruso and Ventriglia endorsed and embraced this new marketing strategy of Respondent Amgen, for the drug Enbrel.

25. Because of Claimant’s proper and conscientious position with respect to the aforementioned over aggressive marketing strategy for Enbrel, Respondents fabricated complaints against Claimant and transgressions on the part of Claimant.

26. Such pretextual complaints by Respondents included disingenuous criticism that she failed to attend dinners for clients and that she repeatedly brought her dog into the doctor’s office of one customer despite his persistent objections.

27. The aforementioned examples of pretextual and fabricated complaints against Claimant

were completely fallacious.

28. In or about February 2005, Respondents Ventriglia and Amgen placed Claimant on a corrective action plan as a purported warning and a means of her addressing the false criticism by Amgen management.

29. In or about April 2005 Respondent Caruso began to work with Respondent Amgen in the IBU Unit.

30. Respondent Caruso often berated Claimant for nonsensical criticism and often clashed with Claimant. Respondent Caruso argued with Claimant, to the point of yelling and screaming at Claimant, for her conscientious and resistant position with respect to Respondent Amgen's aggressive marketing strategy of Enbrel.

31. Respondents Caruso and Ventriglia continued to create a hostile work environment against Claimant and fabricate other transgressions by Claimant with respect to Amgen company policy.

32. On or about August 17, 2005 Claimant injured her back on the job while lifting boxes of patient's starter kits into her vehicle.

33. At that time Claimant checked with a physician(s) and/or care giver(s) who recommended a period of disability.

34. Claimant reported this injury to her manager, Respondent Caruso, by leaving a voice mail on his company telephone and cell telephone. However, she received no response to same. Consequently, she sought relief from her personal physician who indicated that she could not work for at least two or more weeks.

35. Claimant contacted Shirley O'Donnell, an employee in the Human Resources Department at Respondent Amgen, who advised her to contact Matrix in order to go out on short term disability and Gallagher Bassett to report her work related injury. The Company's personnel never filed a Workers' Compensation claim or disability claim on behalf of Claimant and ignored Claimant's repeated requests to file same.

36. On or about that time, Respondent Caruso told Claimant she would have to attend a meeting, purportedly for the issuance of another corrective action warning against her.

37. Claimant informed Respondent Caruso that the extent of her injury to her back would prevent her from traveling and attending such a meeting to be held in Philadelphia.

38. On or about August 23, 2005 Respondent Amgen scheduled a conference call. Respondent Caruso, Michael Abromovitz from Amgen Human Resources Department and Claimant participated in the conference call.

39. Although Claimant was assured by Respondent Caruso that the meeting which was to take place in Philadelphia was not being scheduled for the purpose of terminating her employment, she was informed during the conference call that she was in fact terminated from employment for "unprofessional conduct..

FIRST COUNT

40. The preceding paragraphs are incorporated herein by reference, as though set forth in full herein.

41. The aforementioned over aggressive marketing strategy of Enbrel by Respondents constituted an inappropriate and dangerous extension of the prescription drug's intended purpose and

encouraged the use of Enbrel to treat people with symptoms that were contraindicated with respect to said drug.

42. Claimant, who has many years experience in the pharmaceutical sales industry, had a genuine, sincere and objectionably reasonable belief that this over aggressive marketing strategy used by Respondents violated ethical and legal standards, as well as clear mandates of public policy.

43. Claimant repeatedly voiced her objections to said marketing strategies to Respondents.

44. In retaliation for Claimant's resisting and/or refusal to endorse, promote and participate in the aforementioned over aggressive marketing strategy, Respondents fabricated pretextual adverse job actions, including the corrective action plan imposed upon her.

45. Respondents' aforesaid retaliation against the Claimant with respect to her opposition to Respondents' over aggressive marketing strategy of Enbrel persisted and climaxed with termination of Claimant's employment.

46. Respondents' harassment, retaliation, adverse job actions and/or wrongful termination of Claimant violated the Conscientious Employee Protection Act (CEPA), N.J.S.A. 34:19-1 to -8 .

47. As a direct and proximate result of Respondents' action in violation of CEPA, Claimant suffered and continues to suffer damages, including but not limited to physical and emotional damages, economic harm, stress, damage to her reputation as well as disruption in her professional and personal life.

WHEREFORE, Claimant demands judgment against Respondents for back pay, front pay, compensatory and punitive damages, counsel fees, pre-judgment and post-judgment interest, Court costs and fees and such other relief as the Court may deem just and appropriate under the circumstances.

SECOND COUNT

48. The preceding paragraphs are incorporated herein by reference, as though set forth in full herein.

49. The aforementioned over aggressive marketing strategy of Enbrel by Respondents constituted an inappropriate and dangerous extension of the prescription drug's intended purpose and encouraged the use of Enbrel to treat people with symptoms that were contraindicated with respect to said drug.

50. Claimant, who has many years experience in the pharmaceutical sales industry, had a genuine, sincere and reasonable belief that this over aggressive marketing strategy used by Respondents violated ethical and legal standards, as well as clear mandates of public policy.

51. Claimant repeatedly voiced her objections to said marketing strategies to Respondents.

52. In retaliation to Claimant's resistance and/or refusal to endorse, promote and participate in the aforementioned over aggressive marketing strategy, Respondents fabricated pretextual adverse job actions, including the corrective action plan imposed upon her.

53. Respondents' aforesaid retaliation against the Claimant with respect to her opposition to Respondents' aggressive marketing strategy of Enbrel persisted and climaxed with termination of Claimant's employment.

54. Respondents' hostile work environment, harassment, retaliation, adverse job actions and/or and wrongful termination of Claimant from employment violated New Jersey Supreme Court precedents recognizing employee protection with respect to a refusal to take part in and/or promote an employer's practice that violates a clear mandate of public policy.

55. As a direct and proximate result of Respondents' actions in violation of New Jersey law, protecting an employee for refusal to take part in and/or promote employer practices that violate a clear mandate of public policy, Claimant suffered and continues to suffer damages, including but not limited to physical and emotional damages, economic harm, stress, damage to her reputation as well as disruption in his professional and personal life.

WHEREFORE, Claimant demands judgment against Respondents for back pay, front pay, compensatory and punitive damages, counsel fees, pre-judgment and post-judgment interest, Court costs and fees and such other relief as the Court may deem just and appropriate under the circumstances.

THIRD COUNT

56. The preceding paragraphs are incorporated herein by reference, as though set forth in full herein.

57. On or about August 17, 2005 Claimant injured her back while on the job while lifting boxes of patient's starter kits into her vehicle.

58. As a result of this incident, Claimant suffered bodily injury and suffered and/or continues to suffer bodily pain from her injuries. After sustaining this on-the-job injury, Claimant received medical treatment(s) and/or recommendations for medical treatments from care provider(s).

59. Because of her injuries sustained on the job on or about August 17, 2005, Claimant intended to apply for temporary disability leave pursuant to doctor's orders and file a Workers' Compensation claim.

60. Respondents took adverse action against Claimant by unlawfully terminating, dismissing

and/or not renewing her employment based upon her handicap, disability and/or medical condition and/or her assertion of her rights as to disability benefits and/or Workers' Compensation benefits.

61. By the foregoing actions, Respondents wrongfully and unlawfully retaliated against Claimant for seeking to assert her rights as to disability rights and benefits and Workers' Compensation benefits, thereby violating a clear mandate of public policy as set forth in the Temporary Disability Benefits Law, (see N.J.S.A. 43:21-25 to 43:21-56), and the Workers' Compensation Act. (See N.J.S.A. 34:15-39.1).

62. As a direct and proximate result of Respondents' actions in violation of New Jersey law protecting an employee for refusal to take part in and/or promote employer practices that violate a clear mandate of public policy, Claimant suffered and continues to suffer damages, including but not limited to physical and emotional damages, economic harm, stress, damage to her reputation as well as disruption in his professional and personal life.

WHEREFORE, Claimant demands judgment against Respondents for back pay, front pay, compensatory and punitive damages, counsel fees, pre-judgment and post-judgment interest, Court costs and fees and such other relief as the Court may deem just and appropriate under the circumstances.

FOURTH COUNT

63. The preceding paragraphs are incorporated herein by reference, as though set forth in full herein.

64. Claimant is 47 years old and was employed by Respondents Amgen and/or AWI, and the predecessor company Immunex, for nearly eight years.

65. Claimant is a member of a protected class under the New Jersey Law Against

Discrimination (“LAD”), N.J.S.A. 10:5-1 et seq.

66. Claimant was performing her job as a PSR for Respondents Amgen and/or AWI at a level that met Respondents’ legitimate expectations.

67. Claimant’s qualifications for her job as PSR were similar to those of other similarly situated employees of Respondents Amgen and/or AWI.

68. During the course of her employment with Respondents Amgen and/or AWI, Claimant was subjected to age discrimination in violation of the LAD.

69. The discrimination based upon Claimant’s age includes, but is not limited to, Respondents’ practice and/or policy of hiring significantly younger and thoroughly inexperienced sales representatives from the time Amgen acquired Immunex in July 2002. From the time this discriminatory hiring practice was implemented virtually all the sales representatives hired by Respondents were in their 20s or early 30s. Additionally, these much younger and quite inexperienced individuals were given a higher base pay, in the range of \$93,000.00.

70. These younger and more inexperienced persons hired pursuant to Respondents’ discriminatory policy were also more prone to implement Respondents’ over aggressive marketing strategy with respect to Enbrel, without questioning the unethical, illegal, immoral and dangerous aspects of this strategy.

71. Respondents took adverse action against Claimant by unlawfully terminating Claimant based upon her age despite Claimant’s contribution to and personal sacrifice for her employer, Respondents Amgen and/or AWI. Respondents violated the LAD, which prohibits age discrimination, by unlawfully terminating Claimant based upon her age.

72. Respondents sought a replacement for Claimant, who was, upon information and belief, significantly younger..

73. As a direct and proximate result of Respondents' age discrimination, Claimant suffered and continues to suffer damages, including but not limited to, physical and emotional damages, financial damages, stress, as well as disruption in her professional and personal life.

WHEREFORE, Claimant demands judgment against Respondents for back pay, front pay, compensatory and punitive damages, counsel fees, pre-judgment and post-judgment interest, Court costs and fees and such other relief as the Court may deem just and appropriate under the circumstances.

FIFTH COUNT

74. The preceding paragraphs are incorporated herein by reference, as though set forth in full herein.

75. Claimant is a member of a protected class under the New Jersey Law Against Discrimination ("LAD"), N.J.S.A. 10:5-1 *et seq.* Claimant was and/or is handicapped within the meaning of the LAD because she suffers from a physical handicap, disability and/or medical condition, specifically, the condition described in the above recounted facts, and/or another disease.

76. Respondents became aware of Claimant's medical condition while she was employed by Respondent company.

77. Claimant had treatment or was in the process of seeking treatment for her medical condition from her care giver(s) during the time she worked with Respondents.

78. Respondents failed to provide a reasonable accommodation for Claimant by dismissing and/or not renewing her employment after she reasonably began seeking and/or was in the process of

seeking treatment for her medical condition.

79. Making a reasonable accommodation for Claimant by permitting her to continue to use some work time to obtain treatment for her medical condition when necessary, and/or the time out of work for her disability, as necessary, would not have imposed and/or did not impose undue hardship on the operation of Respondents' activities or business.

80. Claimant was handicapped, disabled and/or suffering a medical condition at or around the time of Respondents' adverse employment action, namely, Claimant's unlawful termination, dismissal and/or non-renewal of her employment.

81. Respondents were aware of Claimant's handicap, disability and/or medical condition at the time Respondents terminated, dismissed and/or non-renewed her employment.

82. Claimant was qualified for the position of sales representative for Respondents in terms of both general qualifications and physical/non-physical qualifications. The nature and extent of Claimant's handicap, disability and/or medical condition did not preclude or significantly impede Claimant's job performance.

83. Respondents took adverse action against Claimant by unlawfully terminating, dismissing and/or not renewing her employment based upon her handicap, disability and/or medical condition, despite Claimant's contribution to and personal sacrifice for her employer. Respondents violated the LAD which prohibits such discrimination by unlawfully discharging Claimant based upon her handicap disability and/or medical condition.

84. On information and belief, Respondents sought a replacement for Claimant.

85. As a direct and proximate result of Respondents' aforesaid discrimination, Claimant

suffered and continues to suffer damages, including but not limited to, physical and emotional damages, financial damages, stress, as well as disruption in her professional and personal life.

WHEREFORE, Claimant demands judgment against Respondents for back pay, front pay, compensatory and punitive damages, counsel fees, pre-judgment and post-judgment interest, Court costs and fees and such other relief as the Court may deem just and appropriate under the circumstances.

SIXTH COUNT

86. The preceding paragraphs are incorporated herein by reference, as though set forth in full herein.

87. Additionally, on or about August 17, 2005 Claimant injured her back while performing a task for her job with Respondents.

88. As a result of this aforementioned incident on or about August 17, 2005, Claimant suffered bodily injury and suffered and/or continues to suffer bodily pain from her injuries. After the aforementioned incident, Claimant received medical treatment(s).

89. Because of said injury to Claimant, she was out of work pursuant to doctor's orders, from the time the injuries were sustained on the job to the time of her wrongful termination.

90. Respondents took adverse action against Claimant by unlawfully terminating, dismissing and/or not renewing her employment based upon her handicap, disability and/or medical condition and/or her assertion of her rights as to Workers' Compensation benefits.

91. By the foregoing actions, Respondents retaliated against Claimant for seeking to assert her rights as to disability, thereby violating a clear mandate of public policy as set forth in the Temporary

Disability Benefits Law, N.J.S.A. 43:21-25 to 43:21-56, and/or because she claimed Workers' Compensation benefits. (See N.J.S.A. 34:15-39.1.)

92. As a direct and proximate result of Respondents' retaliation, Claimant suffered and continues to suffer damages, including but not limited to, physical and emotional damages, financial damages, stress, as well as disruption in his professional and personal life.

WHEREFORE, Claimant demands judgment against Respondents for back pay, front pay, compensatory and punitive damages, counsel fees, pre-judgment and post-judgment interest, Court costs and fees and such other relief as the Court may deem just and appropriate under the circumstances.

SEVENTH COUNT

93. The preceding paragraphs are incorporated herein by reference, as though set forth in full herein.

94. At all relevant times Claimant was employed on a full time basis by Respondents as a professional sales representative.

95. Claimant possessed certain rights and privileges by right of promises made and/or documentation signed and/or given to Claimant by Respondents.

96. Claimant detrimentally relied upon the representations made by Respondents.

97. Claimant performed all the duties required by the position she held with Respondents in a satisfactory manner. Respondents did not at any time prior to her termination inform Claimant of any valid complaint that she was performing poorly or was failing to meet Respondents' expectations.

98. Besides being discriminatory, Respondents' termination, dismissal and/or non-renewal of

her employment in or about August 23, 2005, as well as Respondents' other acts of misconduct, constitute a breach of Respondents' employment contract with Claimant, such breach having caused damage to Claimant.

99. As a direct and proximate result of Respondents' retaliation and/or breach, Claimant suffered and continues to suffer damages, including but not limited to, physical and emotional damages, financial damages, stress, as well as disruption in her professional and personal life.

WHEREFORE, Claimant demands judgment against Respondents for back pay, front pay, compensatory and punitive damages, counsel fees, pre-judgment and post-judgment interest, Court costs and fees and such other relief as the Court may deem just and appropriate under the circumstances.

EIGHTH COUNT

100. The preceding paragraphs are incorporated herein by reference, as though set forth in full herein.

101. Implied in the oral employment contract between Respondents and Claimant was a covenant that the parties to the contract would act in good faith and would deal fairly with each other.

102. The aforementioned discriminatory and improper acts by Respondents constitute a breach of this implied covenant of good faith and fair dealing.

103. As a direct and proximate result of Respondents' breach of this implied covenant, Claimant suffered and continues to suffer damages, including but not limited to, physical and emotional damages, financial damages, stress, as well as disruption in her professional and personal life.

WHEREFORE, Claimant demands judgment against Respondents for back pay, front pay, compensatory and punitive damages, counsel fees, pre-judgment and post-judgment interest, Court costs

and fees and such other relief as the Court may deem just and appropriate under the circumstances

NINTH COUNT

104. The preceding paragraphs are incorporated herein by reference, as though set forth in full herein.

105. Respondents engaged in extreme and outrageous conduct towards Claimant by subjecting Claimant to handicap, disability and/or medical condition discrimination, retaliation, harassment, hostile environment, and/or wrongful discharge.

106. Respondents acted recklessly in deliberate disregard of a high degree of probability that emotional distress would follow such acts against Claimant.

107. Respondents are vicariously and directly liable to Claimant for the tortious acts of its officers, supervisors, agents and/or employees.

108. As a direct and proximate result of Respondents' infliction of emotional distress, Claimant has suffered severe emotional distress, which has had a demonstrable negative effect on Claimant's life and work; physical and emotional damages, as well as a disruption in her professional life and earnings.

WHEREFORE, Claimant demands judgment against Respondents for back pay, front pay, compensatory and punitive damages, counsel fees, pre-judgment and post-judgment interest, Court costs and fees and such other relief as the Court may deem just and appropriate under the circumstances.

TENTH COUNT

109. The preceding paragraphs are incorporated herein by reference, as though set forth in full herein.

110. Respondents engaged in a course of conduct as set forth in the preceding paragraphs which

forms the basis for claims against Respondents for violations of CEPA, violations of mandates of public policy as set forth in the Temporary Disability Benefits Law, Workers' Compensation Act, handicap discrimination, harassment, hostile environment, wrongful discharge, retaliatory discharge, infliction of emotional distress, breach of contract and breach of the covenant of good faith and fair dealing.

111. Respondents are vicariously and directly liable to Claimant for the acts of its officers, supervisors, agents and/or employees.

WHEREFORE, Claimant demands judgment against Respondents for back pay, front pay, compensatory and punitive damages, counsel fees, pre-judgment and post-judgment interest, Court costs and fees and such other relief as the Court may deem just and appropriate under the circumstances.

ELEVENTH COUNT

112. The preceding paragraphs are incorporated herein by reference, as though set forth in full herein.

113. The true names and capacities, whether individual, corporate, associate or otherwise, of Respondents John Does (1-10) and ABC Corporations (1-10) are unknown to Claimant at this time. Claimant sues such Respondents by such fictitious names and will amend this Complaint to show their true names and capacities when they have been ascertained. Claimant is informed and believes, and based on such information and belief alleges, that each of the Respondents designated as John Doe and/or ABC Corporation is negligent or otherwise legally responsible for the events and happenings referred to in this Complaint, and negligently or otherwise unlawfully caused the injuries and damages alleged in this Complaint.

114. At all times herein mentioned, Respondents herein named as John Does (1-10) and ABC

Corporation (1-10), and each and all Respondents, were in some manner responsible for the acts and/or omissions and damages and injuries as alleged herein after, and each such Respondent is named in accordance with the New Jersey Rules of Court. Respondents, ABC Corporation and John Does (1-10) are named herein as well as representing any unknown potential Respondents in this lawsuit whose identity might be revealed to the Claimant during the course of this lawsuit, and so as to halt the running of the Statute of Limitations to said presently unknown and unidentified Respondents.

WHEREFORE, Claimant demands judgment against Respondents for back pay, front pay, compensatory and punitive damages, counsel fees, pre-judgment and post-judgment interest, Court costs and fees and such other relief as the Court may deem just and appropriate under the circumstances.

Cotz & Cotz
Attorneys for Claimant

Dated: October 16, 2006

By _____

Lydia B. Cotz