

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

**INSYS THERAPEUTICS, INC.,**  
Plaintiff,

v.

**LANCE CLARK,**  
Defendant.

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Civil Action No. 3:15- cv- 1190

Judge \_\_\_\_\_

**COMPLAINT**

Plaintiff Insys Therapeutics, Inc. brings this Complaint against Defendant Lance Clark, and in support thereof states, as follows:

**A. PARTIES**

1. Plaintiff **INSYS THERAPEUTICS, INC.** (“Insys” or the “Company”) is a Delaware corporation with its principal place of business in Chandler, Arizona. Insys Therapeutics, Inc. operates through its wholly-owned subsidiary Insys Pharma, Inc., a Delaware corporation with its principal place of business in Chandler, Arizona. These entities report earnings on a consolidated basis.

2. Upon information and belief, Defendant **LANCE CLARK** (“Clark”) is a resident of Dallas, Texas, and may be served with process by service at his residence, 1400 Hi Lane Drive, Apartment 2217, Dallas, Texas 75207.

**B. JURISDICTION AND VENUE**

3. This Court has jurisdiction in this Action under 28 U.S.C. § 1332(a) because Plaintiff is a citizen of Delaware and Arizona and Defendant is a citizen of Texas, and because the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

4. Venue is proper in this District because Defendant resides in the Northern District of Texas, a substantial part of the events giving rise to the claims took place in the Northern District of Texas, and Defendant is subject to personal jurisdiction in the Northern District of Texas. *See* 28 U.S.C. § 1391.

### **C. PRELIMINARY STATEMENT**

5. Plaintiff Insys is a specialty pharmaceutical company that develops and commercializes innovative supportive care products.

6. Defendant was previously employed by Insys in a highly-compensated managerial sales position.

7. During his employment with Insys, Defendant improperly (a) participated in an outside toxicology businesses, in conflict with the interests of the Company, without the Company's authorization, (b) utilized his position and professional relationships at Insys to actively and successfully recruit other sales personnel to join the outside toxicology businesses for his own personal gain, and (c) leveraged and exploited his health care provider ("HCP") connections, which were established through his employment at Insys, to provide such HCPs with toxicology services for his own personal gain.

8. These unauthorized activities violated several Company policies and Clark's contractual obligations, as well as Clark's common law obligations as a full-time employee, agent and fiduciary of Insys.

9. Defendant has been terminated for Cause in connection with his improper and unauthorized conduct.

## D. FACTS

### *Insys's Background*

10. Among other commercial endeavors, Insys currently develops and markets Subsys, an opioid agonist indicated for the management of breakthrough pain in cancer patients 18 years of age and older who are already receiving and who are tolerant to opioid therapy for their underlying persistent cancer pain. Patients must remain on around-the-clock opioids when taking Subsys. Subsys is a transmucosal immediate-release fentanyl (TIRF) product that delivers fentanyl, an opioid analgesic, for transmucosal absorption underneath the tongue.

11. Insys promotes Subsys using a highly targeted approach designed to maximize impact with HCPs who are TIRF Risk Evaluation and Mitigation Strategy (REMS) enrolled. Enrollment in the TIRF-REMS program is required by the FDA as of March 2012 in order to prescribe TIRF products. Among other things, HCPs who prescribe Subsys are advised by Insys to monitor their patients' use of the prescribed drugs carefully for opioid toxicity, which may cause fatal respiratory depression, and to ensure the patients are using and not illegally selling them, by ordering toxicology screenings on those patients. These toxicology services provide an important, independent "check and balance" mechanism.

12. Insys employs a Senior Vice President of Sales, who supervises two or three Regional Sales Directors for the East, West and Central regions. Regional Sales Directors oversee a number of District Sales Managers, who supervise sales representatives in those districts.

13. Insys has spent a significant amount of time and money over the last several years in training its sales force and educating a network of HCPs that prescribe Insys products on the clinical benefits of its products. As the medical community has increasingly grown to

understand Subsys's unique clinical attributes and potential benefits to patients, sales of Subsys have continually increased since its commercial launch in March 2012 and the Company's sales organization and infrastructure have grown significantly over the past several years. During this period, the Company has also expended a great deal of time and money on obtaining prescription and market data, and market research studies related to Subsys.

14. Like their peers in the pharmaceutical industry, Insys sales professionals can receive significant compensation if they properly and effectively perform their position.

15. Upon its launch in March 2012, Subsys was the sixth entrant into the existing TIRF market. Accordingly, the Company's sales and marketing efforts have primarily targeted the top physicians prescribing the existing TIRF products that preceded Subsys in the market. These efforts have been very successful and many of the top physician prescribers in the TIRF-REMS program prescribe Subsys for their patients. Insys's sales approach has resulted in Subsys having the highest market share percentage of any TIRF product.

#### ***Insys Policies and Agreements***

16. Policy 110 (Conflict of Interest), contained in the Insys Handbook for New Employees, requires that: "Employees should always act in the best interest of INSYS . . . and not permit outside interests to interfere with their job duties. This policy prohibits all employees from using their position with INSYS or relationships with INSYS clients, customers, physicians, patients, vendors, suppliers, contractors or advisors for private gain or to obtain benefits for themselves or members of their family. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. . . . For purposes of this policy, a potential or actual 'conflict of interest' occurs when an employee's outside interests (for example, financial or personal interests) interfere with the interests of INSYS or

the INSYS employee's work-related duties or when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative. . . If you become aware of any potential conflict of interest or ethical concern regarding your employment or another employee at INSYS, you must promptly speak to, write or otherwise contact the head of INSYS Human Resources Department (or the head of the Compliance or Legal Departments), as soon as possible."

17. Policy 111 (Outside Employment), contained in the Insys Handbook for New Employees, requires that: "Employees are required to obtain written approval from their supervisor before participating in outside work activities. Approval will be granted unless the activity conflicts with the Company's interest. In general, outside work activities are not allowed when they: Prevent the employee from fully performing work for which he or she is employed at the Company, including overtime assignments; Involve organizations that are doing or seek to do business with the Company, including actual or potential vendors or customers; or Violate provisions of law or the Company's policies or rules."

18. All employees are provided with a copy of the Insys Handbook for New Employees, which includes Policy 110 (Conflict of Interest) and Policy 111 (Outside Employment), upon commencement of employment. A copy of the Insys Handbook for New Employees is readily available and accessible on the Company's information website.

19. Under the Insys Proprietary Information and Inventions Assignment Agreement (the "Proprietary Agreement"), Insys employees agree, as a condition of employment with the Company, among other things, that they will not, either directly or indirectly: (a) at any time, use or disclose Insys's proprietary information which includes information regarding customers, including HCPs, or skills of employees, (b) engage in any employment or business activity that

would conflict with their employment at the Company without the Company's express written consent, or (c) during and for the one-year period following employment by Insys, solicit or attempt to solicit any employee, independent contractor, or consultant of Insys to terminate his, her or its relationship with Insys in order to become an employee, consultant, or independent contractor to or for any other person or entity.

20. The Insys Therapeutics Confidential Information Policy (the "Confidentiality Agreement") provides that, among other things, (a) Insys employees must not use or disclose Insys's confidential information, except within the scope of employment, (b) Insys employees must surrender all Company documents and information upon termination of employment, and (c) obligations under the Confidentiality Agreement continue after employment with the Company has ended.

21. All Insys employees are required to review, acknowledge and agree to these policies and contracts.

***Defendant's Employment with Insys***

22. Clark was hired by Insys on February 25, 2013 as a Specialty Sales Professional.

23. On November 10, 2014, Clark was promoted by the Company to District Sales Manager, STL.

24. On February 25, 2013, Clark entered into the Proprietary Agreement.

25. On February 25, 2013, Clark also executed the Confidentiality Agreement.

26. On July 30, 2013, Clark acknowledged and accepted responsibility for complying with all Insys policies and procedures.

27. Clark was paid a substantial base salary and bonuses throughout his employment.

28. Clark also participated in the Insys Therapeutics, Inc. 2013 Employee Stock Purchase Plan, which allowed him to purchase common stock at, effectively, a 15% discount.

29. Clark's employment with Insys was terminated for Cause effective March 26, 2015, as a result of his blatant and significant violations of Policy 110 (Conflict of Interest) and Policy 111 (Outside Employment), his obligations under the Proprietary Agreement and the Confidentiality Agreement and his common law obligations as a full-time Insys employee.

***Defendant's Misconduct***

30. In March 2015, Insys learned that during Clark's employment at Insys, Clark was actively working for, and potentially owned, one or more toxicology and marketing companies. Each of these other companies is based in Texas.

31. Clark engaged in such outside toxicology businesses while doing Insys business and on Insys time, starting no later than August 2014, while continuing to be paid in excess of \$220,000 in salary and quarterly bonuses from Insys.

32. In August 2014, Clark set up one or more HCPs, that were prescribing Subsys, with standing orders for toxicology services.

33. Insys also determined that Clark was utilizing his position and professional relationships at Insys to actively and successfully recruit other Insys sales personnel to join these outside business activities for his own personal gain.

34. Clark approached and pressured a number of Insys sales representatives to sell the outside toxicology services to the HCPs to whom they sold Insys products, and promised the sales representatives they would make a lot of money doing so.

35. In August 2014, Clark aggressively attempted to recruit an Insys sales representative to his outside toxicology businesses. Clark misrepresented to that sales

representative that it was not against Company policy to engage in outside business activities. When that sales representative said she wanted to make sure that engaging in such businesses would not be a conflict of interest with her employment at Insys, Clark did not answer the question, but advised her to get a separate e-mail and cellphone for the toxicology businesses. Clark told her that she would miss out on a huge opportunity if she did not join and that it would be a mistake for her to leave so much money on the table. He even told her that the toxicology businesses could serve as her primary source of income. On August 14, 2014, Clark emailed to her contracts with and other relevant information pertaining to the toxicology businesses.

36. On August 21, 2014, Clark sent a contract to another Insys sales representative, who had agreed to participate in Clark's outside businesses. In exchange for work performed by the sales representative for Clark's outside toxicology businesses, the sales representative received a check, written by Clark, in the outside company's name.

37. Clark recruited one Insys sales representative to train new hires for the toxicology businesses, including Insys employees, while she was employed by the Company. One such training was held in Dallas, Texas in or about October 2014.

38. Clark exploited his and other Insys sales representatives' HCP connections which were established using the Insys platform solely during his and the other sales representatives' employment at Insys for his own personal gain. Clark specifically targeted the network of TIRF-REMS participating HCPs that Insys had developed, at Insys's significant time and expense, who Clark knew would need toxicology services based upon his interactions with these HCPs during the scope of his duties at Insys. Clark improperly, and in conflict with the Company's interests and written policies, encouraged those HCPs to use his toxicology services in exchange for referral or consulting fees.

39. As part of its marketing efforts, Insys retains qualified HCPs to serve as speakers at promotional speaker programs designed to educate other HCPs about Subsys. Clark threatened to take a speaker program away from an HCP if he did not agree to use Clark's outside companies for toxicology services.

40. Sales personnel at the Company were given preferential treatment by Clark for their involvement with his outside toxicology companies, such as more desired territories and HCPs for their sales.

41. Sales personnel who refused to be involved with Clark's outside toxicology businesses received negative treatment from Clark.

42. An Insys employee reported that Clark "wage[d] war" against another Insys sales representative due to her reluctance to encourage Insys HCPs to engage Clark's outside businesses for toxicology services. Upon information and belief, that sales representative said, "You can't go against Lance because he'll go after you."

43. In addition, Clark took away several of another sales representative's top HCPs, who had been selling toxicology services for Clark's outside businesses, as retaliation for not continuing to do so.

44. Several employees have allegedly resigned from Insys in response to monetary disputes with Clark regarding their involvement in his toxicology businesses.

45. Clark's activity violated several company policies, including Policy 110 (Conflict of Interest) and Policy 111 (Outside Employment), Clark's contractual obligations under the Proprietary Agreement and the Confidentiality Agreement, as well as his common law obligations as a full time employee and fiduciary of Insys.

46. Upon information and belief, Clark earned a significant amount of money in connection his and other Insys employee's services to the outside toxicology businesses.

47. Clark's misconduct has caused and will continue to cause significant disruption to the productivity of Insys's sales force and Insys's relationships with HCPs. Had the Company known of Clark's misconduct, it would have terminated his employment for Cause sooner.

## **E. COUNTS**

### ***COUNT 1 - Breaches of Contract Against Defendant***

48. Insys incorporates by reference all preceding and succeeding paragraphs of this Complaint.

49. Insys and Clark entered into a valid and enforceable written Proprietary Agreement effective February 25, 2013.

50. Insys and Clark entered into a valid and enforceable written Confidentiality Agreement effective February 25, 2013.

51. On July 30, 2013, Clark acknowledged and accepted responsibility for complying with all Insys policies and procedures.

52. Insys has fully performed its contractual obligations under the Proprietary Agreement, Confidentiality Agreement, Company Policy 110 (Conflict of Interest) and Company Policy 111 (Outside Employment).

53. Clark materially breached the Proprietary Agreement by unlawfully using Company proprietary information relating to customers and skills and compensation of Company's employees and soliciting Company employees.

54. Clark materially breached the Confidentiality Agreement by using confidential information for personal gain, outside the scope of his employment.

55. Clark materially breached Company Policy 110 (Conflict of Interest) by using his Insys position and professional relationships for private gain, which created a conflict of interest that was never disclosed to the Company.

56. Clark materially breached Company Policy 111 (Outside Employment) by failing to obtain written approval before participating in unauthorized outside work activities that prevented him from fully performing work for which he was employed and violated Company policies.

57. Clark's breaches, including those set forth above, proximately caused irreparable injury to Insys.

***COUNT 2 – Tortious Interference with Contracts Against Defendant***

58. Insys incorporates by reference all preceding and succeeding paragraphs of this Complaint.

59. Insys entered into valid and enforceable written contracts with Insys sales representatives, including the Proprietary Agreement, the Confidentiality Agreement, and Company Policies 110 and 111.

60. Insys has fully performed its contractual obligations under these agreements and policies.

61. Clark was aware of the terms of the Company's contracts with Insys employees.

62. Clark interfered with the contracts by willfully and intentionally causing Insys employees to breach the terms of the agreements and policies.

63. This interference proximately caused irreparable injury to Insys, causing actual damage and loss.

***COUNT 3 - Breaches of Fiduciary Duties Against Defendant***

64. Insys incorporates by reference all preceding and succeeding paragraphs of this Complaint.

65. Defendant was employed as a key employee and sales leader by Insys in a position of trust and confidence and was expected to devote his full time and energies to the management and promotion of Insys's business. Clark owed fiduciary duties to Insys including, but not limited to, a duty of loyalty. As a fiduciary, Clark owed Insys duties of loyalty and good faith, integrity of the strictest kind, fair, honest dealing, and the duty not to conceal matters which might influence his actions to Insys's detriment. By virtue of these fiduciary duties, Clark was prohibited from using his fiduciary relationship to further his personal interests at the expense of Insys, except with the full knowledge and consent of Insys.

66. The totality of conduct and actions alleged and ascribed to Clark during his employment by Insys demonstrates that Clark has intentionally, willfully, knowingly, wantonly, recklessly, maliciously, deceptively, fraudulently, in bad faith, and/or in a grossly negligent manner, acted in total disregard of Insys's contractual and other rights and breached the fiduciary duties, including the duty of loyalty, Clark owed Insys during such period by, among other things, (a) using Insys's proprietary and confidential information for personal gain, (b) soliciting Insys employees while they were employed by Insys, (c) using the professional relationships he had developed with HCPs while employed by Insys for personal gain, (d) abusing his position of power to give preferential treatment to Insys employees whom were complicit in his unlawful activities and retaliating against those whom were not and (e) pursuing personal business interests during work time.

67. Clark never disclosed his outside business activities to Insys and never received consent to engage in such activities.

68. As a consequence of Clark's intentional breaches of his fiduciary duties, including the duty of loyalty, Insys has and will continue to be injured.

69. As a consequence of Clark's intentional breaches of his fiduciary duties, including the duty of loyalty, Insys is entitled to the disgorgement of all compensation, including salary and incentive bonus it paid to Clark during the periods in which he breached his fiduciary duties, plus interest.

70. As a consequence of Clark's intentional breaches of his fiduciary duties, including the duty of loyalty, Insys is also entitled to the profits earned by Clark in connection with unauthorized services provided by Clark while employed by Insys.

***COUNT 4 - Aiding and Abetting Breaches of Fiduciary Duties Against Defendant***

71. Insys incorporates by reference all preceding and succeeding paragraphs of this Complaint.

72. Insys sales representatives owed fiduciary duties to Insys, including the duty of loyalty.

73. Clark was aware of the fiduciary duties owed by sales representatives to Insys, including their duties of loyalty.

74. Clark knowingly and successfully induced sales representatives to breach the fiduciary duties they owed to Insys, including their duties of loyalty.

75. Clark knowingly participated and substantially assisted in the breaches of fiduciary duties owed by sales representatives to Insys, including their duties of loyalty.

76. This knowing inducement of and participation and assistance in breaches of fiduciary duties proximately caused irreparable injury to Insys, causing actual damage and loss.

#### F. PRAYER

For the foregoing reasons, Insys asks that the Court issue citation for Defendant to appear and answer, and that Insys be awarded a judgment against Defendant for the following:

- a. Actual Damages in an amount expected to significantly exceed \$75,000;
- b. Compensation Disgorgement;
- c. Profit Disgorgement;
- d. Equitable Relief;
- e. Exemplary Damages;
- f. Prejudgment and Postjudgment Interest;
- g. Court costs;
- h. Attorney Fees; and
- i. All other relief to which Plaintiff is entitled.

Date: April 20, 2015

Respectfully submitted,

/s/ Noelle M. Reed

**Noelle M. Reed**

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**ATTORNEYS FOR PLAINTIFF  
INSYS THERAPEUTICS, INC.**

JS 44-TXND (Rev. 12/12)

### 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.)

<p><b>I. (a) PLAINTIFFS</b></p> <p>INSYS THERAPEUTICS, INC</p> <p>(b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Noelle M. Reed, Skadden, Arps, Slate, Meagher &amp; Flom LLP, 1000 Louisiana, Suite 6800, Houston, Texas 77002</p>	<p><b>DEFENDANTS</b></p> <p>LANCE CLARK</p> <p>County of Residence of First Listed Defendant <u>Dallas</u> (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input checked="" type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input checked="" type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input 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 checked="" type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**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"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
			<p><b>LABOR</b></p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
			<p><b>SOCIAL SECURITY</b></p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<p><b>REAL PROPERTY</b></p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p><b>CIVIL RIGHTS</b></p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p><b>PRISONER PETITIONS</b></p> <p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <p><b>Other:</b></p> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<p><b>FEDERAL TAX SUITS</b></p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS--Third Party 26 USC 7609	

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 28 USC 1332a

Brief description of cause: Breach of contract, tortious interference with contract and breach of fiduciary duties claims by pharmaceutical company against its former employee

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ Damages in excess of \$75,000.00    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**VIII. RELATED PENDING OR CLOSED CASE(S) IF ANY** (See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE: 04/20/2015    SIGNATURE OF ATTORNEY OF RECORD: /s/ Noelle M. Reed

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFF \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_