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ELIZABETH HANNA,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION: BERGEN COUNTY
	:	
Plaintiff,	:	Docket No. _____
	:	
v.	:	<u>Civil Action</u>
	:	
AMERICAN DIABETES ASSOCIATION,	:	VERIFIED COMPLAINT
NICOLE JOHNSON, JOHN DOES 1-10,	:	
and JANE DOES 1-10,	:	
	:	
Defendants.	:	
	:	

Plaintiff ELIZABETH HANNA (“Plaintiff” or “Hanna”), by and through her attorneys, Rottenberg Lipman Rich, P.C., by way of a Verified Complaint (“Complaint”) against Defendants AMERICAN DIABETES ASSOCIATION (“ADA”), NICOLE JOHNSON (“Johnson” and together with the ADA, collectively, “Defendants”), JOHN DOES 1-10, and JANE DOES 1-10, says and alleges as follows:

PRELIMINARY STATEMENT

1. The ADA wrongfully terminated Hanna as its Director of Nutrition because she objected to a “pay to play” scheme whereby the ADA sold the good name of the organization to sponsors, such as Heartland Food Products Group (maker of, and hereinafter referred to as, “Splenda”), in violation of its own guidelines and standards of care on nutrition. The “pay to play” scheme was enforced by, among others, an officer of the ADA, Johnson – a former Miss America

who has traded upon the dreams and aspirations of people with diabetes to reach fame and fortune. Hanna is only the latest in a long line of Directors and Associate Directors of Nutrition who have been terminated or resigned because of the ADA's "pay to play" scheme.

2. Hanna, a Registered Dietitian Nutritionist, credentialed by the Commission on Dietetic Registration, as well as a PhD candidate, was terminated from her position as Director of Nutrition by the ADA on or about October 6, 2023. Hanna's termination arose from an intentional and targeted campaign of retaliatory conduct by Johnson, Vice President of Operations of the ADA's Science and Healthcare Division, following Hanna registering several written reports with Human Resources against Johnson for unethical and fraudulent conduct related to the ADA's "pay to play" scheme.

3. Johnson's unrelenting retaliatory conduct against Hanna for refusing to comply with the scheme and the ADA's unlawful discharge of Hanna violated New Jersey's Conscientious Employee Protection Act ("CEPA"), N.J.S.A. 34:19-12, and the New Jersey Law Against Discrimination ("LAD"), N.J.S.A. 10:5-12, as well as constitutes public policy retaliation at common law under Pierce v. Ortho Pharm. Corp., 84 N.J. 58 (1980).

4. Hanna seeks judgment of this Court against the ADA and Johnson for relief permitted under CEPA, the LAD, and Pierce because the ADA and Johnson have fostered (a) an abusive workplace, (b) retaliation in violation of law, and (c) a "pay to play" environment in favor of for-profit corporate benefactors such as Splenda.

PARTIES AND JURISDICTION

5. Plaintiff Elizabeth Hanna is and was an individual domiciled in and a citizen of the State of New Jersey, County of Bergen.

6. On information and belief, Defendant American Diabetes Association is and was a Virginia 501(c)(3) not-for-profit corporation that, during the period relevant to this Complaint, has and had its registered and principal place of business at 2451 Crystal Drive, Suite 900, Arlington, Virginia 22202.

7. On information and belief, Defendant Nicole Johnson is and was an individual domiciled in and a citizen of the State of Florida, County of Hillsborough.

8. Defendants John Does 1-10 and Jane Does 1-10 are fictitious defendants who are unknown to Plaintiff at this time, may become known through discovery, and participated in the wrongful acts alleged throughout the Complaint.

9. This Court has personal jurisdiction over Defendants, and venue is proper in this County, among other grounds, under Rule 4:4-4(6) because the ADA hired Hanna to work remotely or “work from home” in the State of New Jersey, Bergen County, and the ADA and Johnson sent emails to and had telephone calls and video conferences with Hanna while she was employed by the ADA in the State.

10. Exercise of jurisdiction over Defendants is reasonable because they conduct business activities within New Jersey and have engaged in tortious conduct in New Jersey.

11. Venue is proper as to Defendants because Bergen County is the county where a substantial part of the events or omissions giving rise to the claims occurred and where Plaintiff’s injuries occurred.

SUMMARY OF THE ACTION

**Miss America Sells Out Diabetics
for a Teaspoon of Splenda**

12. The parallels between Hanna and Marie Ragghianti—a young mother, who was retaliated against and fired for refusal to cooperate with the culture of corruption with which

she found herself confronted—are eerily striking. In 1985, *Marie*, a biographical film starring Sissy Spacek, was released to the American public who were eager to watch Ragghianti’s story about how she stood up to the trusted institutions that failed them. Hanna’s story could be the next movie that Americans need to see to understand what is going on behind closed doors between major for-profit corporations and the not-for-profit health sector.

13. Hanna submitted at least four reports of unethical and unlawful behavior by Johnson to Human Resources:

- (i) On or about July 22, 2023, Hanna submitted a written report via email to Susan Vrael (“Vrael”), the Vice President of Human Resources of the ADA, as follows: “I felt that [Johnson] was pressuring me to do something I felt was not ethical and not consistent with our practice or guidelines, as well as our values and our position as the credible source [of nutritional information for people with diabetes].”
- (ii) In a second email to Vrael, on or about July 24, 2023, Hanna reiterated her concern and stated that Johnson had “tried to coerce [Hanna] into making decisions [Hanna] do[es] not feel comfortable with based on values, ethics, and guidelines.”
- (iii) After these reports, on or about August 16, 2023, Hanna made a third report in writing to Vrael multiple instances of retaliation at the hands of Johnson, including that (a) Hanna’s direct report was no longer reporting to her (Hanna’s team was restructured without her knowledge) and (b) Hanna was removed from the Nutrition Consensus report renewal committee without notice.
- (iv) After Johnson turned two managers against Hanna (one of whom had never even worked with Hanna), on or about October 3, 2023, Hanna made a fourth written report, imploring Human Resources to take corrective action to stop Johnson’s continued retaliatory conduct against her.

14. Rather than taking remedial or corrective action for making these reports, the ADA doubled down on its “pay to play” scheme and fired Hanna on or about October 6, 2023.

15. These four written reports to Vrael, an officer of the ADA, from Hanna, a Registered Dietitian Nutritionist who has a duty to adhere to a standard of care when rendering

professional recommendations, constituted “blowing the whistle” on Johnson based on a reasonable, good faith belief that Hanna was being pressured to engage in unethical and fraudulent conduct by Johnson and thereafter when Hanna blew the whistle on Johnson for unlawfully retaliating against Hanna for registering complaints.

16. Defendants’ conduct shows that they were party to a scheme to defraud the American people by approving and endorsing recipes submitted by Splenda to be lauded by the ADA as a healthy choice for people with diabetes, when the ADA knew that those recipes were contrary to the ADA’s guidelines and well-established and emerging scientific principles.

17. Because Hanna refused to participate in this practice to endorse recipes that were not compliant with the ADA’s guidelines implemented as part of the ADA’s efforts to comply with public health mandates on such issues, she was fired, in violation of the law.

FACTUAL BACKGROUND

Background Information about the Parties

DEFENDANT ADA

18. Founded in 1939, the ADA, headquartered in Arlington, Virginia, is a nationally renowned not-for-profit membership association who touts that it promotes efforts to prevent and cure diabetes and works to improve the well-being of people with diabetes and their families.

19. According to the Mission Statement on the ADA’s website, the ADA’s mission is to: “To prevent and cure diabetes and to improve the lives of all people affected by diabetes[,] . . . lead the fight against the deadly consequences of diabetes and fight for those affected by diabetes[,] . . . fund research to prevent, cure and manage diabetes[, and] . . . deliver services to hundreds of communities.”

20. The ADA further states in its Mission Statement that it “provide[s] objective and credible information.”

DEFENDANT JOHNSON

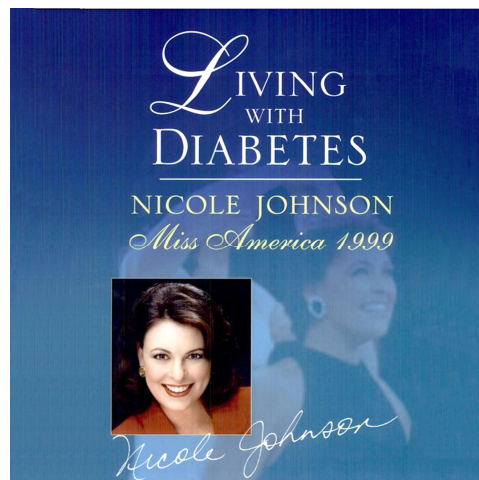
21. In or about January 2021, Johnson was hired by the ADA as Vice President of Operations for the Science and Health Care Division.

22. Johnson resides in Florida where she works remotely or “works from home” for the ADA and had multiple contacts with Hanna in New Jersey by email, telephone, and video conference during the course of Hanna’s employment with the ADA.

23. Johnson was crowned as Miss America in 1999:



24. On information and belief, Johnson, a public figure that used the Miss America image and her own diabetes diagnosis to her advantage to thrust herself further into the limelight, has served as an extremely valuable fundraiser for the ADA for decades:¹



ADA Spotlight:

**Nicole
Johnson**



¹ American Diabetes Association, HHS Diabetes Town Hall Meeting Seattle, WA, <https://donations.diabetes.org/site/Calendar/599054764?view=Detail&id=1141> (last visited Oct. 9, 2023) (stating that “other expected dignitaries” at a 2004 event include “Nicole Johnson Baker, Miss America 1999.”).

PLAINTIFF HANNA

25. Hanna, a highly credentialed nutrition professional, was hired by the ADA as its Director of Nutrition on or about January 23, 2023 to work remotely or “work from home” in New Jersey.

26. At all times relevant to this Complaint, Hanna was located or situated in New Jersey, Bergen County, when she performed work for the ADA, including sending and receiving emails to and from employees of the ADA (including Johnson), making and receiving telephone calls from and to employees of the ADA (including Johnson), and appearing for video conferences with employees of the ADA (including Johnson).

27. Hanna has over sixteen years of experience in the field of Medical Nutrition Therapy.

28. In addition to being a Registered Dietitian Nutritionist, Hanna is also a Certified Diabetes Care and Education Specialist (“CDCES”), certified by the Certification Board for Diabetes Care and Education.

29. The CDCES credential certifies that Hanna has specialized clinical knowledge in diabetes and behavior change principles and demonstrates her specialized training in and understanding of diabetes management and support.

30. Hanna is a former Adjunct Professor at Rutgers University and served as President of the New Jersey Academy of Nutrition and Dietetics (“NJAND”), which is an affiliate of the Academy of Nutrition and Dietetics, the world’s largest organization of food and nutrition professionals.

31. In her position prior to joining the ADA, Hanna supervised forty-five direct reports at Hackensack University Medical Center (ranked as the number one hospital in New Jersey) in the field of nutrition working in acute care outpatient and inpatient services.

32. Hanna is recognized as a leader in the field, including receipt of the Emerging Dietetic Leader award bestowed by the NJAND upon Hanna in 2018.

33. The retaliatory firing of Hanna and failure of the ADA to take appropriate corrective action as to Johnson, in light of Johnson's fundraising prowess and compromised ethics to sell the good name of the ADA to Splenda (and perhaps other corporate partners), shocks the conscience.

**The Executive Branch Issues a Clear Mandate on
Public Health: Reduce Diet-Related Disease by 2030**

34. Diabetes is a grave issue of national concern and public health.

35. According to the Centers for Disease Control and Prevention ("CDC"), "[m]ore than 37 million Americans have diabetes (about 1 in 10), and approximately 90-95% of them have type 2 diabetes," a diet-related disease. CDC, *Type 2 Diabetes*, <https://www.cdc.gov/diabetes/basics/type2.html> (last visited Oct. 9, 2023).

36. On or about January 31, 2022, Reuters reported that "[m]ore than 100,000 Americans died from diabetes in 2021, marking the second consecutive year for that grim milestone and spurring a call for a federal mobilization similar to the fight against HIV/AIDS." Reuters, [U.S. diabetes deaths top 100,000 for second straight year](https://www.reuters.com/world/us/exclusive-us-diabetes-deaths-top-100000-second-straight-year-federal-panel-urges-2022-01-31), <https://www.reuters.com/world/us/exclusive-us-diabetes-deaths-top-100000-second-straight-year-federal-panel-urges-2022-01-31> (Jan. 31, 2022).

37. On or about September 28, 2022, The White House issued a fact sheet with the title "[Fact Sheet: The Biden-Harris Administration Announces More Than \\$8 Billion in New](#)

Commitments as Part of Call to Action for White House Conference on Hunger, Nutrition, and Health,” <https://www.whitehouse.gov/briefing-room/statements-releases/2022/09/28/fact-sheet-the-biden-harris-administration-announces-more-than-8-billion-in-new-commitments-as-part-of-call-to-action-for-white-house-conference-on-hunger-nutrition-and-health> (Sept. 28, 2022) (“White House Fact Sheet”).

38. According to the White House Fact Sheet, “President Biden . . . host[ed] the White House Conference on Hunger, Nutrition, and Health to catalyze action for the millions of Americans struggling with . . . diet-related diseases like diabetes, obesity, and hypertension” and that “[t]he Biden-Harris Administration looks forward to working with all of these extraordinary leaders and to the many more that will come forward to . . . reduce diet-related disease by 2030.”

39. The White House Fact Sheet further states that:

[T]he White House launched a nationwide call to action to meet the ambitious goals laid out by the President. Across the whole of society, Americans responded – and advanced more than \$8 billion in private- and public-sector commitments. These range from bold philanthropic contributions and in-kind donations to community-based organizations, to catalytic investments in new businesses and new ways of screening for and integrating nutrition into health care delivery. At least \$2.5 billion will be invested in start-up companies that are pioneering solutions to hunger and food insecurity. Over \$4 billion will be dedicated toward philanthropy that improves access to nutritious food, promotes healthy choices, and increases physical activity. Today, the White House announces a historic package of new actions that business, civic, academic, and philanthropic leaders will take to end hunger and to reduce diet-related disease.

:

40. The funding of this \$8 billion “nationwide call to action” described in the White House Fact Sheet is a clear mandate of public policy concerning public health with the goal of reducing diabetes rates in the American public by 2030.

41. When Hanna gave up her job in a clinical setting in the top hospital in New Jersey and took a position with substantially less benefits to work for the ADA to help develop

public nutritional policy for people with diabetes, she accepted what she thought was her dream job and sought to join the effort to support this public health mandate.

**The ADA Has a Pattern and Practice of Abusing
Employees Who Hold Positions on the Nutrition Team**

42. On information and belief, the ADA has abused employees in the Director of Nutrition and Associate Director of Nutrition positions who have complained about the “pay to play” scheme in favor of the ADA’s corporate partners, such as Splenda.

43. On information and belief, the ADA has employed no less than four individuals in the Director of Nutrition position since 2019 and no less than three individuals in the Associate Director of Nutrition position since 2020.

44. On information and belief, the ADA subjected Hanna’s predecessors working in nutrition at the ADA to the same or substantially similar conduct that is underlying Hanna’s claims in this Complaint.

45. On information and belief, Hanna’s predecessors were pressured to approve recipes and endorse products of the ADA’s benefactors and sponsors that Hanna’s predecessors believed, in light of their training and experience, were against a clear mandate of public policy concerning public health.

46. On information and belief, Hanna’s predecessors were either terminated by the ADA when they refused to comply with the ADA’s unethical and unlawful practices or were constructively terminated by the ADA by the abusive and hostile work environment they faced for refusing to comply.

47. By way of example, on or about June 23, 2023, Hanna’s direct report – the Associate Director of Nutrition – abruptly resigned from the ADA.

48. On information and belief, the unethical and unlawful conduct underlying this Complaint extends well beyond Johnson and has been part and parcel of the ADA's practice at the executive level in years prior to Johnson's employment with the ADA.

**Plaintiff Refuses to Participate in the
ADA's Illegal "Pay to Play" Scheme**

49. As part of her job duties and responsibilities in the job description provided to Hanna for the Director of Nutrition position, Hanna was expected to "[l]ead the [ADA] policy for all nutrition related matters, including policy statements, managing relationships with the food and nutrition industry, and other key external collaborators," in addition to "[m]aintain[ing] nutrition guidelines for the [ADA] and oversee[ing] the procedure for reviewing all food products and food companies that want to advertise or participate in local and national program sponsorships/partnerships."

50. In or about July 2023, Hanna determined that four recipes (the "Inappropriate Recipes") submitted by Splenda failed to meet the ADA's nutritional guidelines and could not receive the ADA seal of approval. She reported her conclusion to Rebecca Nessen ("Nessen"), the Project Management Officer for the ADA's Splenda and another manufacturer's contracts.

51. On information and belief, Splenda is a brand of artificial sweetener owned by parent company, Heartland Sweeteners, LLC d/b/a Heartland Food Products Group.

52. Splenda was given the new guidelines at the time they were told the Inappropriate Recipes could not be approved.

53. On or about July 7, 2023, Nessen emailed Hanna to advise that Splenda was "pushing back" on the Inappropriate Recipes that the nutrition team did not approve, contending that similar recipes were approved in the past.

54. Nessen advised Hanna that Splenda had responded by insisting that the Inappropriate Recipes should be approved by the ADA, notwithstanding the ADA's guidelines that clearly excluded approval of the Inappropriate Recipes.

55. Hanna explained to Nessen the reasons that the ADA could not approve the Inappropriate Recipes and asked Nessen if Splenda could submit new recipes that would meet the guidelines and/or if Splenda could make the suggested modifications to bring them in compliance with the guidelines.

56. Specifically, Hanna told Nessen that she was not comfortable endorsing or approving the Inappropriate Recipes, or any other recipes on behalf of the ADA that promoted the use of nonnutritive sweeteners, like Splenda, sprinkled on whole foods like vegetables and beans. Hanna further reminded Nessen that Hanna and her team approved Splenda's other recipes because the nonnutritive sweeteners were being used to cut down on sugar and calories that aligned with the ADA's guidelines and standard of care. Hanna also informed Nessen that the ADA's guidelines banning approval of recipes that used nonnutritive sweeteners on whole foods were long-standing and required by fundamental nutrition science.

57. Hanna was further concerned that approval of the Inappropriate Recipes would harm those who trust the ADA, because the use of nonnutritive sweeteners by the general public, including by people with diabetes, has the potential to create a significant health risk.

58. On or about September, 8, 2022, for example, it was reported widely by NBC News and other news organizations that “[n]ew research adds to mounting evidence that artificial sweeteners may be harmful to your health.” See NBC News, Spate of new research points to the potential harms of artificial sweeteners, <https://www.nbcnews.com/health/health-news/artificial-sweeteners-health-risks-heart-disease-blood-sugar-rcna46717> (Sept. 8, 2022) (“NBC News

Report”); see also Prevention, Study Finds Sucralose, Chemical Found in Popular Artificial Sweetener, May Cause Cancer, <https://www.prevention.com/food-nutrition/a44156389/sucralose-artificial-sweeteners-splenda-may-cause-cancer-dna-damage-study> (June 11, 2023).

59. The NBC News Report explained that a recent “study found that consuming non-nutritive sweetener — sugar substitutes that contain few calories or nutrients — could alter a person’s gut microbes and potentially elevate blood sugar levels.” See also Medical News Today, Do sweeteners have any effect on gut health or metabolism?, <https://www.medicalnewstoday.com/articles/do-no-calorie-artificial-sweeteners-have-any-effect-on-gut-health-or-metabolism> (Aug. 19, 2022).

60. According to the CDC, high blood sugar levels in a person with diabetes can put that person at risk of a life-threatening condition known as diabetic ketoacidosis (“DKA”), stating that “DKA is very serious and can cause a coma or even death.” CDC, Manage Blood Sugar, <https://www.cdc.gov/diabetes/managing/manage-blood-sugar.html> (last visited Nov. 10, 2023).

61. As reported on the ADA’s own affiliated website, a recent study shows that consumption of artificial sweeteners such as Splenda may also lead to an increase in type 2 diabetes. See Diabetes Care, Artificial Sweeteners and Risk of Type 2 Diabetes in the Prospective NutriNet-Santé Cohort, <https://diabetesjournals.org/care/article/46/9/1681/153434/Artificial-Sweeteners-and-Risk-of-Type-2-Diabetes> (July 25, 2023).

62. On or about May 15, 2023, the World Health Organization (“WHO”) “released a new guideline on non-sugar sweeteners (NSS), which recommends against the use of NSS to control body weight or reduce the risk of noncommunicable diseases (NCDs) [such as diabetes].” World Health Org., WHO advises not to use non-sugar sweeteners for weight control

in newly released guideline, <https://www.who.int/news/item/15-05-2023-who-advises-not-to-use-non-sugar-sweeteners-for-weight-control-in-newly-released-guideline> (May 15, 2023) (“NSS Guidelines Release”).

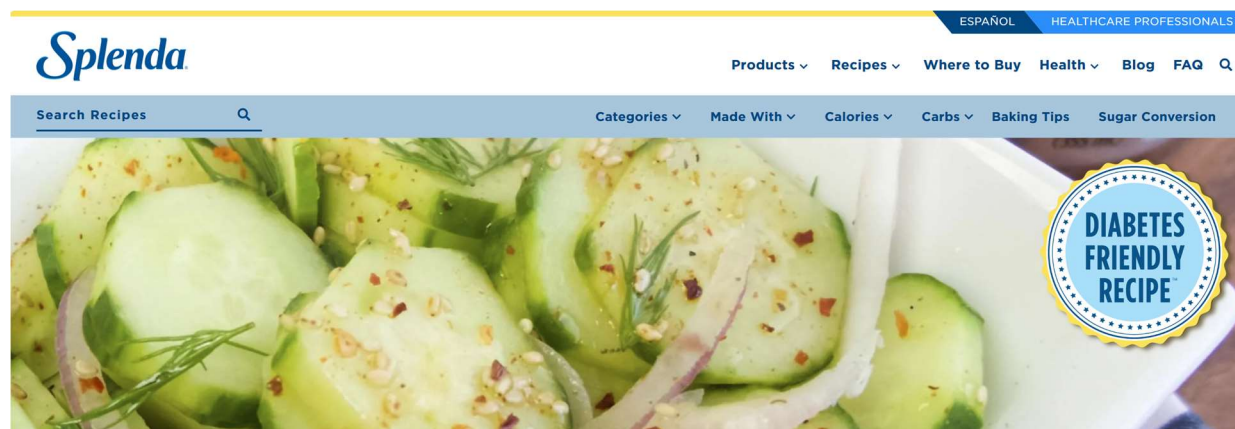
63. In the NSS Guidelines Release, the WHO stated that its “recommendation is based on the findings of a systematic review of the available evidence which suggests that use of NSS does not confer any long-term benefit in reducing body fat in adults or children. Results of the review also suggest that there may be potential undesirable effects from long-term use of NSS, such as an increased risk of type 2 diabetes, cardiovascular diseases, and mortality in adults.”

64. In WHO’s announcement of the new guidelines, Francesco Branca, WHO Director for Nutrition and Food Safety, stated that “NSS are not essential dietary factors and have no nutritional value. People should reduce the sweetness of the diet altogether . . . to improve their health.”

65. In light of the available scientific evidence and recommendations, Hanna was duly concerned with the potential harm posed to public health and preserving the reputation of the ADA as its diabetes food hub had become saturated with recipes that had some kind of nonnutritive sweetener being added (either from Splenda or others) and the ADA had received public criticism for it.

66. By way of example, the following recipe was not approved by Hanna but is currently endorsed by the ADA: <https://www.splenda.com/recipe/cucumber-and-onion-salad>.

67. On the webpage displaying Splenda’s recipe for “Cucumber and Onion Salad,” a badge states “Diabetes Friendly Recipe” as follows:



68. Words of endorsement stating “[m]eets nutrition guidance set by the American Diabetes Association®” appear directly beneath the title of the recipe on this same webpage as follows:

Cucumber and Onion Salad

Meets nutrition guidance set by the **American Diabetes Association®**

69. In this “salad,” the recipe calls for “ $\frac{1}{3}$ cup Splenda® Granulated Sweetener.” The recipe also calls for “ $\frac{1}{2}$ cup thinly sliced onions.” There is almost as much Splenda as there are onions in the cucumber and onion salad.

70. In light of her training and experience, Hanna believed (and believes) that there is no nutrition-based reason to add this amount of sweetener to this recipe to make it a “Diabetes Friendly Recipe.”

71. On information and belief, the ADA’s motivating factor to approve this recipe was the money that the ADA receives from Splenda as a benefactor, and not for reasons related to it being a “Diabetes Friendly Recipe.”

72. On information and belief, this recipe does not “[m]eet[] nutrition guidance set by the [ADA].”

73. In short, there is no reason (other than taking Splenda's money) for the ADA to recommend that people with diabetes add massive amounts of Splenda to cucumber salad.

74. By approving this recipe and others,² and endorsing them to the American public with the ADA's stamp of approval as "friendly" for people with diabetes, the ADA is endorsing Splenda's use in a manner that betrays people with diabetes who trust the ADA to only recommend appropriate use of calorie-free sweeteners.

75. As the ADA has been repeatedly warned, evidence in recent studies demonstrates that nonnutritive sweeteners, such as Splenda, adversely alter intestinal bacteria and in some individuals may lead to blood sugar increases.

76. The ADA has invited researchers to present such studies at its national conferences, as webinars to its members, and funded studies that demonstrate these adverse effects. When Hanna sought to hold the ADA to the standards that it had set, the ADA not only refused to do so, it fired Hanna.

77. Following Hanna's denial of approval of the four Inappropriate Recipes, Nessen advised Hanna that Splenda would escalate the issue to the ADA's Chief Executive Officer, Charles Henderson, but instead it appears that Splenda raised the issue to Robert Gabbay, MD ("Dr. Bob"), Chief Scientific Officer of the Science and Healthcare Division.

78. Dr. Bob is Johnson's direct supervisor and Johnson was Hanna's interim direct supervisor as of May 2023.

² The following are other Splenda recipes that are current endorsed by the ADA which were not approved by Plaintiff: <https://www.splenda.com/recipe/autumn-sheet-pan-veggies>; <https://www.splenda.com/recipe/black-eye-pea-salad>/<https://www.splenda.com/recipe/grilled-hawaiian-chicken-kabobs>; <https://www.splenda.com/recipe/sweet-red-pepper-hummus>; <https://www.splenda.com/recipe/sweet-sriracha-roasted-brussels-sprouts>; <https://www.splenda.com/recipe/one-skillet-sweet-orange-chicken>; <https://www.splenda.com/recipe/black-bean-chili>; <https://www.splenda.com/recipe/roasted-bbq-chickpeas>; <https://www.splenda.com/recipe/cranberry-almond-spinach-salad>; <https://www.splenda.com/recipe/strawberry-poppysseed-chicken-salad>; <https://www.splenda.com/recipe/crunchy-asian-salad>; <https://www.splenda.com/recipe/summer-chicken-salad>.

79. Hanna emailed Johnson and Dr. Bob to inform them of her discussions with Nessen regarding the Inappropriate Recipes.

80. Notwithstanding the fact that there was no legitimate reason for the ADA to approve the Inappropriate Recipes, Johnson ordered that Hanna “approve the recipes to stay consistent with past approvals just like we were consistent with allowing Splenda to use the images they wanted to use instead of the ADA’s.”

81. Hanna explained to Johnson that approving the recipes was different than approving photos because it would mean ignoring the scientific guidelines and that Hanna was not comfortable approving them for the reasons mentioned, and that in the ADA’s contract with Splenda, it clearly stated the ADA has full discretion to not approve content or to ask for changes.

82. Johnson then warned Hanna to “think it over,” and continued to press upon whether “it was necessary to make modifications to the recipes.”

83. At this point, Hanna realized that Johnson was pressuring her to violate the ADA’s practice and guidelines, as well as the ADA’s values and the ADA’s position as a credible source of dietary information for people with diabetes.

84. Hanna later learned from Nessen that Splenda refused to make the suggested changes to bring the Inappropriate Recipes into conformity with nutritional science and continued to demand approval.

**Hanna Reports Johnson’s Unethical and Fraudulent
Conduct to Human Resources and Johnson Conducts a
Retaliatory Campaign to Force Hanna to Resign**

85. On or about July 23, 2023, Hanna complied with ADA policy and reported details in writing via email to Vrabel, Vice President of Human Resources, regarding Hanna’s interactions with Johnson related to the Splenda recipes incident.

86. The ADA conducted a sham investigation of Johnson, which took no meaningful corrective action against her.

87. In the wake of this sham investigation, Hanna asked Vrabel whether she should have done anything differently. Vrabel stated Hanna had “done all the right things” in reporting this conduct and that Hanna would not be receiving any coaching, but Johnson would be.

88. Had there been concerns by the ADA regarding Hanna’s performance, or otherwise, Vrabel did not communicate same.

89. Whatever “coaching” the ADA administered to Johnson, it had no remedial effect on her behavior. Johnson’s campaign against Hanna intensified over the two months that followed.

90. On or about July 19, 2023, Johnson conducted an egregious, demonstrably false, and inappropriate mid-year review of Hanna (the “Pretext Review”).

91. During the Pretext Review, scheduled with no notice and no discussion of goals for the remainder of the year, Johnson specifically raised the Splenda incident, ordered Hanna to “modify” herself, and stated that Hanna’s refusal to approve the Inappropriate Recipes “frustrated” executive leadership. Johnson specifically admonished Hanna that she should have executed Johnson’s directive to approve the Inappropriate Recipes.

92. Without any other options for redress as speaking to Johnson proved fruitless, Hanna submitted a third written complaint to Vrabel on August 16, 2023 because of the Pretext Review.

93. Apparently, some people within the ADA recognized that Johnson’s behavior towards Hanna was entirely inappropriate.

94. Human Resources thereafter removed the ability of Johnson to review Hanna.

95. Barbara Eichorst (“Eichorst”), Vice President of Health Care Programs, who had only recently joined the ADA as of July 2023, was assigned to conduct Hanna’s mid-year review, which Eichorst documented in writing via email to Hanna on or about August 30, 2023.

96. Eichorst’s review of Hanna was overall positive and forward-looking. During the review, however, Eichorst revealed that Johnson had specifically asked Eichorst to include Johnson’s unsubstantiated negative and false accusations about Hanna.

97. When Hanna inquired whether Eichorst would be including those false allegations in her review, Eichorst confirmed that she had no concerns regarding Hanna’s conduct or performance and the false allegations by Johnson in the Pretext Review would not be included.

98. Eichorst, however, failed to bring Johnson’s abuse of Hanna to an end. Despite a directive from Human Resources that Eichorst directly supervise Hanna, whenever Hanna asked a question of Eichorst, Eichorst would respond that she needed to consult with Johnson.

99. On or about September 5, 2023, Eichorst and Johnson met with Hanna to discuss upcoming recipes Splenda would be sending to the ADA before year-end and asked that the ADA approve them.

100. During the meeting, Johnson stated that the ADA’s relationship with Splenda was “strained” because the nutrition team, meaning Hanna, would not approve many of Splenda’s recipes.

101. Hanna advised that she and the other members of the nutrition team had approved over thirty of Splenda’s recipes this year and had asked that modifications be made to

the four Inappropriate Recipes to ensure that such recipes were aligned with ADA nutrition guidelines for use of nonnutritive sweeteners for people with diabetes.

102. Despite Johnson having no direct knowledge of the nutrition team's meetings with Splenda, Johnson repeatedly accused Hanna of "straining" the ADA's relationship with Splenda, a paying contract partner and sponsor, by her refusal to approve Splenda's non-compliant recipes.

103. Hanna suffered daily mistreatment from Johnson (directly and indirectly), which Hanna meticulously documented once she realized she was being subjected to abuse for her refusal to acquiesce to the "pay to play" scheme.

104. On or about October 3, 2023, Hanna made yet another written report to Vrabel regarding Johnson's retaliatory conduct and the unbearable hostile work environment that Johnson was generating against her.

105. In her October 3, 2023 email, Hanna reported to Vrabel that Eichhorst emailed her on October 2, 2023 requesting to meet with Hanna to provide her "with feedback from Sarah B's and Jami G's team about [Hanna's] involvement in their projects." Eichhorst was referring to two team managers, Sarah Bradley ("Bradley") and Jami Goodman ("Goodman").

106. When Hanna met with Eichhorst that same day as requested, Eichhorst informed her that Bradley and Goodman sent Eichhorst "notifications" separately to advise that their direct reports/teams no longer sought for Hanna to be involved in their work because they "didn't find [Hanna's] involvement to be valuable and didn't want to work with [Hanna]."

107. These purported complaints from Bradley and Goodman can only be explained as part of the punishment inflicted by the ADA on Hanna, whether directly or indirectly through Johnson, for Hanna's refusal to acquiesce in the "pay to play" scheme.

108. Hanna was shocked to hear these comments because (1) Hanna never worked with Goodman's reports/teams; and (2) Bradley's team members had just recently contacted Hanna via email asking for feedback and assistance on a deliverable related to a Nutrition Education program. The one set of team members with whom Hanna had actually worked immediately refuted these claims in writing via Microsoft Teams chat to Hanna stating that they never complained about her and would inform their managers. In the same response to Hanna via Microsoft Teams chat, Bradley's team members also asked Hanna when they could send her more educational modules to review.

109. These two managers, Goodman and Bradley, are subject to Johnson's influence because they report to her, as all Science and Healthcare leaders within the Division are directed to do.

110. These fallacious reports from Bradley and Goodman were the product of Johnson's continued illegal conduct against Hanna for her refusal to go along with the ADA's "pay to play" scheme with Splenda (and other corporate benefactors).

111. During this same October 2, 2023 meeting with Eichhorst, Hanna recounted the months of documented prior complaints that she had raised about Johnson's illegal conduct, beginning in July 2023.

112. Not knowing what else to do (because Johnson's campaign against her had reached a breaking point with blatant lies being spread throughout the organization about Hanna to valued colleagues in the profession), through tears, Hanna advised Eichhorst that she would need to speak with an attorney.

**The ADA Fires Hanna for Forbidden Reasons,
Hidden Behind Pretext Spread by Johnson**

113. On or about October 6, 2023, three days after Hanna reported in writing to Human Resources that Hanna had informed Eichorst that (a) she had been the subject of months of illegal conduct from Johnson and others and (b) she would be consulting an attorney, Hanna was fired, effective immediately.

114. During her termination by Eichorst and Vrael, the same members of senior management from whom Hanna pleaded for help, they cited vague, incredible, and unsubstantiated assertions regarding alleged “gaps” in Hanna’s performance, all stemming directly from Johnson’s demonstrably false statements. There can be no doubt that Eichorst knew that Johnson’s statements were false, as Eichorst had assured Hanna that Johnson’s statements would not be part of Hanna’s review.

115. On information and belief, Eichorst, apparently conscious that her prior statements would not support a poor performance finding for Hanna, singularly and/or in concert with Defendants, fraudulently altered, modified, and/or destroyed the prior review.

116. On the day of Hanna’s termination, October 6, 2023, when viewing the “Feed” tab in Outlook for Microsoft365 documents that had been shared with Hanna, she discovered that her mid-year review form, despite being completed on August 30, 2023, had been “modified” on October 4, 2023 by Eichhorst’s account, just two days prior to Hanna’s termination. On information and belief, Defendants, singularly and/or in concert with each other and/or Eichorst, fraudulently changed Plaintiff’s job evaluation shortly before her termination, in an attempt to fabricate evidence that she had been terminated for poor performance.

117. As a result of Johnson’s unlawful actions and the ADA’s failure to take appropriate corrective action each time Hanna reported her, Plaintiff has endured significant

damages, including but not limited to, severe emotional distress, humiliation, embarrassment, personal hardship, career and social disruption, psychological and emotional harm, economic losses and other such damages.

118. Hanna is a mother of a 14-month-old son. Her husband and infant were dependents under her healthcare coverage provided by the ADA.

119. Hanna, who has been a hard worker since she got her first job at the age of fourteen and had never been fired, is now unemployed because the ADA retaliated against her for making valid complaints about Johnson's inappropriate actions, including demanding that Hanna engage in a "pay to play" scheme in favor of Splenda.

120. Hanna, who is a PhD candidate and owes student loan debt, is now forced to take her infant out of daycare for lack of financial resources, making it even more difficult for Hanna to find a new job, simply because she refused to sanction the ADA's desire to put its stamp of approval on a scheme which would have improved Splenda's profit margins and put money in the ADA's pockets in violation of a clear mandate of public health.

121. The echoes of the story told in *Marie* to that of Hanna's are palpable with an extra "only in the movies" moment of a former Miss America engaging in conduct to defraud the same American people that she was crowned to represent.

COUNT ONE
RETALIATION IN VIOLATION OF N.J.S.A. 34:19-1, ET SEQ.,
THE NEW JERSEY CONSCIENTIOUS EMPLOYEE PROTECTION ACT

122. Plaintiff repeats and realleges each and every prior allegation with the same force and effect as if fully set forth herein.

123. Plaintiff sustained damages by Defendants' unlawful retaliatory actions in New Jersey.

124. CEPA, enacted in New Jersey in 1986, is among the country's broadest and most far-reaching whistleblower statutes.

125. Plaintiff was an "employee" and is a "person" under CEPA.

126. The ADA was and is an "employer" under CEPA.

127. Under CEPA, an employer is prohibited from retaliating against an employee who "[o]bjects to, or refuses to participate in any activity, policy or practice which the employee reasonably believes: . . . is incompatible with a clear mandate of public policy concerning the public health." N.J.S.A. 34:19-3(c)(3).

128. Plaintiff engaged in a whistleblowing activity where she reasonably believed that Defendants' conduct was incompatible with a clear mandate of public policy concerning the public health.

129. Plaintiff subjectively believed that Defendants' conduct in pressuring her to approve the Inappropriate Recipes violated a clear expression of public policy.

130. Plaintiff engaged in protected activity on or about July 22, 2023 and July 24, 2023 when she reported Defendants' unlawful conduct related to the Inappropriate Recipes to Vrabel, an officer of the ADA.

131. Plaintiff's subjective belief that Defendants' conduct was illegal and unethical was objectively reasonable (i.e., her belief was reasonable in light of her training and experience).

132. CEPA has been repeatedly construed to encourage an employee to report an imminent violation, especially where such violation implicates public health or safety, as here, given the national crisis of diabetes rates in the United States.

133. Chief among Hanna's myriad concerns reported to Human Resources about Johnson's conduct was her interaction with Johnson regarding approving Splenda's Inappropriate Recipes.

134. Hanna had an objectively reasonable belief, when she registered her July 22, 2023 and July 24, 2023 written reports with Vrabel, the head of Human Resources and an officer of the ADA, that Hanna was engaging in protected activity because she believed she was being asked to violate the standard of care as a Registered Dietitian Nutritionist and that endorsement of the Inappropriate Recipes would be against public health interests because they were outside of the ADA's own established guidelines and standards of care as well as established and emerging evidence in nutritional science.

135. The conduct by Johnson further shows that she was solely concerned about Splenda being awarded the ADA seal of approval in return for its financial support. This is the reason that Johnson insisted that Hanna approve the Inappropriate Recipes. Hanna raised this misconduct to Vrabel in writing. For her whistleblowing, Hanna was fired.

136. Plaintiff attempted on various occasions to advise Defendants that their practice of approving recipes by Splenda that were against public health (such as the Inappropriate Recipes) was unethical and in violation of public policy, and that Plaintiff would not participate in the "pay to play" scheme of the ADA.

137. Plaintiff reasonably believed that Defendants' actions in seeking to approve the Inappropriate Recipes posed a threat of public harm.

138. Despite Plaintiff's four written reports to the ADA, Defendants continued to pressure Plaintiff to participate in the illegal and unethical activity that would violate an ongoing public health mandate.

139. Hanna refused to engage in a practice that would violate an ongoing public health mandate, and she was fired after she was forced to continue to repeatedly complain to Human Resources about Johnson's retaliatory conduct arising out of Hanna lodging a complaint against her.

140. Plaintiff engaged in protected activity on or about October 2, 2023 when she reported to Eichorst, an officer of the ADA, that she was subjected to retaliation by Johnson and was going to seek advice of an attorney.

141. Plaintiff engaged in protected activity on or about August 16, 2023 and October 3, 2023 when she reported to Vrabel that Johnson was retaliating against Hanna in response to Hanna's July 2023 reports and her continued refusal to approve the Inappropriate Recipes.

142. Hanna complained to Human Resources about (1) hostilities and false accusations leveled by Johnson including Johnson's extensive efforts to isolate Hanna from other team members and managers by even coercing two other managers to make up complaints from their own teams – one manager and team of which had never worked with Hanna previously, and (2) Johnson's demand that Hanna acquiesce to the "pay to play" scheme in favor of Splenda.

143. The ADA was aware of Hanna's reports about Johnson because Vrabel acknowledged receiving each of the four reports by replying via email to Hanna.

144. The ADA took adverse employment actions against Hanna when it (a) subjected her to a hostile work environment by Johnson's conduct after Hanna reported Johnson, (b) failed to take appropriate corrective action, and (c) terminated Hanna.

145. Any one of these actions would be sufficient to impose liability on the ADA and Johnson. All three, in combination, provide a fact-finder with an ample basis to impose the highest financial penalties on the ADA and Johnson.

146. There is a causal nexus between Hanna's protected activity and the adverse actions taken against her, because Hanna was terminated within just over two months of registering her meticulously detailed written reports about Johnson with Human Resources and mere days after she renewed her serious reports about Johnson's retaliatory conduct and reported verbally she would seek the advice of an attorney because of Johnson's retaliation and the ADA's failure take corrective action.

147. Any claims by Defendants of poor performance by Plaintiff in fulfilling her job duties and responsibilities as the reason for adverse employment actions taken against her, including but not limited to her termination, are mere pretext for retaliation.

148. Defendants had no legitimate, non-retaliatory reason for taking their adverse employment actions against Plaintiff.

149. Defendants' conduct against Plaintiff violates CEPA because they subjected her to ongoing retaliation for Plaintiff engaging in protected activity under CEPA and terminated Plaintiff in violation of CEPA for engaging in protected activity.

150. CEPA extends beyond an employer to individual employees or supervisors acting with the employer's authorization.

151. In addition to the ADA, which, on information and belief, has engaged in a pattern and practice of seeking for members of its nutrition team to endorse or approve recipes and/or products that are violative of clear mandates of public health, Johnson is subject to individual liability under CEPA for her retaliatory conduct against Hanna.

152. A worker who suffers retaliation under CEPA is entitled to relief, including unlimited back pay, front pay, pain and suffering damages, punitive damages, and attorneys' fees and costs. See N.J.S.A. 10:5-3.

153. As a direct and proximate result of Defendants' conduct, Plaintiff has endured significant damages, including but not limited to, severe emotional distress, humiliation, embarrassment, personal hardship, career and social disruption, psychological and emotional harm, economic losses and other such damages.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for harm suffered due to the aforesaid violations of CEPA as follows:

- (a) Compensatory damages;
- (b) Consequential damages;
- (c) Punitive damages;
- (d) Pre-judgment interest and enhancements to off-set negative tax consequences; and
- (e) Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiff in the prosecution of this suit (including enhancements thereof required to off-set negative tax consequences and/or enhancements otherwise permitted under law).

COUNT TWO
PUBLIC POLICY RETALIATION UNDER PIERCE

154. Plaintiff repeats and realleges each and every prior allegation with the same force and effect as if fully set forth herein.

155. Plaintiff has an actionable common law Pierce claim for public policy retaliation against Defendants.

156. The term “Pierce claim” originates from the seminal case of Pierce v. Ortho Pharmaceutical Corp., 84 N.J. 57 (1980), in which the New Jersey Supreme Court first enunciated “that an [at-will] employee has a cause of action for wrongful discharge when the discharge is contrary to a clear mandate of public policy.” Pierce, 84 N.J. at 72.

157. The State Legislature partially codified the Pierce claim when it passed CEPA in 1986. Barratt v. Cushman & Wakefield of New Jersey, Inc., 144 N.J. 120, 126-27 (1996); Young v. Schering Corp., 141 N.J. 16, 26-27 (1996). While the Legislature codified the common law retaliation Pierce claims, it did not abolish common law claims. Id.

158. Because Pierce claims are more congruous with the common law retaliation claims of other states, Pierce claims will be recognized in some situations involving interstate claims, whereas CEPA claims may not. See, e.g., Ballinger v. Del. River Port Auth., 172 N.J. 586 (2002).

159. While CEPA more broadly protects “any retaliatory action,” N.J.S.A. 34:19-3, Pierce claims only pertain to terminations.

160. Public policy is implicated under Pierce where an employee makes an internal complaint about fraudulent activity of a co-worker. Roach v. TRW, 164 N.J. 598 (2000).

161. A Pierce claim exists in the absence of complaint to outside agencies. Hennessey v. Coastal Eagle Point Oil Co., 129 N.J. 81, 92, 93 (1992); Velantzas v. Colgate-Palmolive Co. Inc., 109 N.J. 189 (1988); Carracchio v. Aldan Leeds, Inc., 223 N.J. Super. 435 (App. Div. 1988).

162. Defendants’ conduct against Plaintiff violates Pierce, given that they have subjected her to ongoing retaliation for Plaintiff engaging in protected activity for refusing to perform an act that violates a clear mandate of public policy concerning public health.

163. A causal nexus exists between Hanna’s exercise of an established right grounded in public health policy and the hostile and abusive work environment she endured by Johnson for exercising such rights.

164. A causal nexus exists between Hanna’s exercise of an established right grounded in public health policy and her termination.

165. As a direct and proximate result of Defendants’ conduct, Plaintiff has endured significant damages, including but not limited to, severe emotional distress, humiliation, embarrassment, personal hardship, career and social disruption, psychological and emotional harm, economic losses and other such damages.

WHEREFORE, Plaintiff seeks a judgment against Defendants, jointly and severally, for compensatory and punitive damages, together with pre-judgment interest, attorneys’ fees and costs of suit.

COUNT THREE
RETALIATION IN VIOLATION OF N.J.S.A. 10:5-1, ET SEQ.,
THE NEW JERSEY LAW AGAINST DISCRIMINATION

166. Plaintiff repeats and realleges each and every prior allegation with the same force and effect as if fully set forth herein.

167. Defendants’ conduct against Plaintiff violates the New Jersey Law Against Discrimination (“LAD”), N.J.S.A. 10:5-1, et seq., because they subjected her to ongoing retaliation for Plaintiff engaging in protected activity under the LAD and terminated Plaintiff in violation of the LAD for engaging in protected activity.

168. Plaintiff was an “employee” and is a “person” under the LAD.

169. The ADA is and was an “employer” under the LAD.

170. Plaintiff exercised her right under the LAD to engage in protected activity.

171. Plaintiff's job responsibilities were reduced, her direct report was removed, her reputation was disparaged to professional colleagues, and she was terminated in retaliation for her exercise, attempted exercise and/or enjoyment of rights provided to her under the LAD.

172. The conduct by Johnson and the ADA's senior management was egregious, willful, wanton, and in reckless disregard for Plaintiff's rights for raising a reasonable, good faith complaint that Johnson was generating an unbearable hostile work environment against her.

173. An employee need not prove his or her complaint was an actual violation of the LAD, but instead that the complaint was reasonable and made in good faith.

174. Plaintiff engaged in protected activity on or about July 22, 2023 and July 24, 2023 when she made a report to Vrael, an officer of the ADA, that Johnson was engaging in harassing conduct toward Plaintiff and generating an unbearable hostile work environment against her.

175. Plaintiff engaged in protected activity on or about August 16, 2023 and October 3, 2023 when she reported to Vrael that Johnson was retaliating against Hanna in response to Hanna's July 2023 reports that Johnson was harassing and/or otherwise generating an unbearable hostile work environment against her.

176. Plaintiff engaged in protected activity on or about October 2, 2023 when she reported to Eichorst, an officer of the ADA, that she was subjected to retaliation by Johnson for reporting Johnson and was seeking the advice of an attorney.

177. Under the LAD, it is unlawful "[f]or any person to take reprisals against any person . . . because that person has sought legal advice regarding rights under this act." N.J.S.A. 10:5-12(d).

178. The ADA took adverse employment actions against Hanna for engaging in protected activity when it (a) subjected her to retaliation by Johnson's conduct after Hanna reported Johnson, (b) failed to take appropriate corrective action, and (c) terminated Hanna.

179. Any one of these actions would be sufficient to impose liability on the ADA and Johnson. All three, in combination, provide a fact-finder with an ample basis to impose the highest financial penalties on the ADA and Johnson.

180. There is a causal connection between Hanna's protected activity and the adverse employment actions taken against her, because Hanna was terminated within just over two months of registering her meticulously detailed written report about Johnson with Human Resources and mere days after she renewed her serious reports about Johnson's retaliatory conduct to Eichorst and Vrael.

181. There is a causal connection between Hanna's protected activity in stating to Eichorst, an officer of the ADA, that Hanna was seeking an advice of an attorney because of the hostile work environment generated against her by Johnson and the adverse employment actions taken against her, because Hanna was terminated four days after Hanna stated she was seeking legal advice because of Johnson's misconduct in creating the hostile work environment.

182. Any claims by Defendants of poor performance by Plaintiff in fulfilling her job duties and responsibilities as the reason for adverse employment actions taken against her, including but not limited to her termination, are mere pretext for retaliation.

183. Defendants had no legitimate, non-retaliatory reason for taking their adverse employment actions against Plaintiff.

184. Johnson is liable for Plaintiff's damages because Johnson aided and abetted and directly perpetrated the retaliatory conduct against Plaintiff.

185. Defendants' acts and/or omissions are the cause of Plaintiff's harm and Defendants' acts or omissions were actuated by actual malice or accompanied by a wanton and willful disregard of persons who foreseeably might be harmed by those acts or omissions.

186. Remedies under the LAD include injunctive relief, job reinstatement, back pay, compensatory damages related to pain and suffering or emotional distress, punitive damages, interest on lost wages, and reasonable attorneys' fees. Moreover, under subsection (t) of N.J.S.A. 10:5-12, an employer shall be liable to pay three times any monetary damage to a plaintiff aggrieved by the violation.

187. As a direct and proximate result of Defendants' conduct, Plaintiff has endured significant damages, including but not limited to, severe emotional distress, humiliation, embarrassment, personal hardship, career and social disruption, psychological and emotional harm, economic losses and other such damages.

WHEREFORE, Plaintiff demands judgment against Defendants for harm suffered due to the aforesaid violations of the LAD as follows:

- (a) Compensatory damages;
- (b) Consequential damages;
- (c) Punitive damages;
- (d) Pre-judgment interest and enhancements to off-set negative tax consequences;
- (e) Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiff in the prosecution of this suit (including enhancements thereof required to off-set negative tax consequences and/or enhancements otherwise permitted under law);
- (f) Declaring that Defendants have violated the LAD and requiring Defendants to take corrective action to stop and prevent retaliation in the workplace;

- (g) Ordering the ADA to identify an appropriate independent third-party professional to investigate any future complaints of retaliation; and
- (h) Ordering Defendants to undergo anti-retaliation training.

COUNT FOUR
VIOLATION OF THE LAD’S “NON-DISCLOSURE” AND “WAIVER” PROVISIONS

188. Plaintiff repeats and realleges each and every prior allegation with the same force and effect as if fully set forth herein.

189. Plaintiff was an “employee” and is a “person” under the LAD.

190. The ADA is and was an “employer” under the LAD.

191. The LAD prohibits a provision in an “employment contract” which “has the purpose or effect of concealing the details relating to a claim of discrimination, retaliation, or harassment (hereinafter referred to as a “non-disclosure provision”) shall be deemed against public policy and unenforceable against a . . . former employee . . . who is a party to the contract.” N.J.S.A. 10:5-12.8(a).

192. The LAD prohibits a provision in an “employment contract” that waives “any substantive or procedural right or remedy relating to a claim of discrimination, retaliation, or harassment [(hereinafter referred to as the “waiver provision”)]” under the LAD or “any other statute or case law.” N.J.S.A. 10:5-12.7.

193. On or about December 22, 2022, Plaintiff executed a Non-Disclosure Agreement (“NDA”) required by the ADA as a term and condition of her employment as Director of Nutrition.

194. Plaintiff was not provided with a copy of the NDA following her signature.

195. Plaintiff was not provided with any consideration for entering into the NDA other than in exchange for commencing employment.

196. On or about October 6, 2023, Plaintiff requested a copy of the NDA from the ADA's Human Resources department by email.

197. On or about October 10, 2023, Plaintiff renewed her request for a copy of the NDA, as well as all other agreements executed between the ADA and Plaintiff, to the ADA's General Counsel by way a demand letter, by and through the undersigned, setting forth Plaintiff's claims against Defendants that are the subject of this Complaint.

198. On or about October 27, 2023, the undersigned sent the ADA's retained outside counsel an email with a draft complaint inquiring as to whether the ADA claims that any part of the draft complaint would violate the NDA that the ADA had refused to provide to Plaintiff and that if Defendants did not respond by November 3, 2023, Plaintiff would assume that the ADA waived any and all claims that the complaint, at least initially, must be filed under seal.

199. On or about November 3, 2023, the ADA's outside counsel sent the undersigned an email with a copy of the NDA stating that the ADA "waives nothing."

200. The ADA's response shows that the ADA seeks to impose the terms of the NDA on Plaintiff in relation to the details underlying the claims in this Complaint.

201. As amended and signed into law on March 18, 2019, the LAD prohibits employers from requiring employees to agree to conceal the details of a claim of discrimination, harassment, or retaliation.

202. The ADA's imposition of an NDA upon Plaintiff in relation to this Complaint is in direct violation of the non-disclosure provision of the LAD.

203. The ADA's imposition of an NDA upon Plaintiff in relation to this Complaint is in direct violation of the waiver provision of the LAD.

204. The ADA “waives nothing” because it seeks to require victims, like Plaintiff, and witnesses, such as other ADA employees, to keep facts concerning discrimination, harassment, and retaliation as confidential under the threat of disciplinary action, up to and including termination, which is a violation of the non-disclosure provision of the LAD.

205. Enforcing the NDA upon Plaintiff would be tantamount to Plaintiff waiving her claims under the LAD, CEPA, and Pierce, which is a violation of the waiver provision of the LAD.

206. Plaintiff has been and continues to be damaged by the ADA’s actions.

207. As a result of the ADA’s conduct, Plaintiff has suffered, and continues to suffer, emotional distress, economic loss and other damages recoverable under the LAD.

WHEREFORE, Plaintiff demands judgment against Defendants for harm suffered due to the aforesaid violations of the LAD as follows:

- (a) Compensatory damages;
- (b) Consequential damages;
- (c) Punitive damages;
- (d) Pre-judgment interest and enhancements to off-set negative tax consequences;
- (e) Any and all attorneys’ fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys’ fees incurred by Plaintiff in the prosecution of this suit (including enhancements thereof required to off-set negative tax consequences and/or enhancements otherwise permitted under law);
- (f) Declaring that Defendants have violated the LAD and requiring Defendants to take corrective action to stop and prevent retaliation in the workplace;
- (g) Ordering Defendants to immediately refrain from and all conduct in relation to approving recipes for people with diabetes from for-profit corporations, such as Splenda, that are in violation of the ADA’s mission statement,

internal policies and guidelines, related professionals' standards of care, and as against the national interests of public health;

- (h) Ordering the ADA to identify an appropriate professional to investigate any future complaints of retaliation; and
- (i) Ordering Defendants to undergo anti-retaliation training.

COUNT FIVE
DECLARATORY JUDGMENT THAT THE ADA'S NON-DISCLOSURE AGREEMENT
IS UNENFORCEABLE AS IT VIOLATES NEW JERSEY PUBLIC POLICY

208. Plaintiff repeats and realleges each and every prior allegation with the same force and effect as if fully set forth herein.

209. Plaintiff seeks relief under the New Jersey Declaratory Judgment Act, N.J.S.A. 2A:16-50, et seq., which allows parties to sue for a judicial declaration in order to declare and settle the rights and obligations of the parties.

210. On or about December 22, 2022, Plaintiff executed an NDA required by the ADA to commence her employment as Director of Nutrition.

211. Plaintiff was not provided with a copy of the NDA following her signature nor was she provided with any consideration for entering into the NDA other than in exchange for commencing employment.

212. On or about October 6, 2023, Plaintiff requested a copy of the NDA, in addition to any and all agreements that she signed with the ADA as she was never provided with any copies of same either, from the ADA's Human Resources department by email.

213. On or about October 10, 2023, Plaintiff renewed her request for a copy of the NDA, as well as copies of any and all signed agreements with the ADA, to the ADA's General Counsel by way of a demand letter through the undersigned counsel setting forth Plaintiff's claims against Defendants that are the subject of this Complaint.

214. On or about October 27, 2023, the undersigned sent the ADA's retained outside counsel an email with a draft complaint inquiring as to whether the ADA claims that any part of the draft complaint would violate the NDA that the ADA had refused to provide to Plaintiff and that if Defendants did not respond by November 3, 2023, Plaintiff would assume that the ADA waived any and all claims that the complaint, at least initially, must be filed under seal by reason of disclosure of trade secrets or protectible confidential or proprietary information.

215. On or about November 3, 2023, the ADA's outside counsel sent the undersigned an email with a copy of the NDA stating that the ADA "waives nothing."

216. The ADA's response shows that the ADA seeks to impose the terms of the NDA on Plaintiff in relation to the details underlying the claims in this Complaint and/or was made to dissuade Plaintiff from filing this Complaint for fear of such filing subjecting her to legal action for breach of the NDA.

217. As amended and signed into law on March 18, 2019, the LAD prohibits employers from requiring employees to agree to conceal the details of a claim of discrimination, harassment, or retaliation.

218. The ADA's imposition of an NDA upon Plaintiff in relation to this Complaint is in direct violation of the non-disclosure and/or waiver provisions of the LAD.

219. The ADA "waives nothing" because it seeks to require victims, like Plaintiff, and witnesses, such as other ADA employees, to keep facts concerning discrimination, harassment, and retaliation as confidential under the threat of disciplinary action, up to and including termination, which is a violation of the non-disclosure and/or waiver provisions of the LAD.

220. The NDA, if sought to be enforced against Hanna's allegations in this Complaint, would run contrary to and is in violation of the State Constitution, the LAD, and New Jersey state public policy.

WHEREFORE, Plaintiff seeks a declaration that the ADA's NDA does not apply to the details underlying Hanna's claims in this Complaint.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for all damages, interest, costs of suit, and attorneys' fees as follows:

- (a) Granting the claims in their entirety;
- (b) Granting injunctive relief;
- (c) Awarding expenses incurred in bringing these claims, including costs and attorney's fees;
- (d) Awarding pre-judgment and post-judgment interest as applicable;
- (e) Awarding Plaintiff restitution, disgorgement, compensatory damages, and punitive damages, to the fullest extent permitted under law; and
- (f) Granting such other and further legal and equitable relief as the Court deems just and proper.

Dated: November 15, 2023
Saddle Brook, New Jersey

ROTTENBERG LIPMAN RICH, P.C.
Attorneys for Plaintiff Elizabeth Hanna

By: 

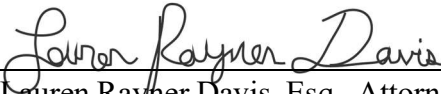
Lauren Rayner Davis, Esq., Attorney ID 294912019
Mitchell Epner, Esq., *Pro Hac Vice* (pending)
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Tel. (201) 490-2022
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LDavis@rlrpclaw.com
MEpner@rlrpclaw.com

CERTIFICATION

I hereby certify that the within pleading has been filed and served within the time prescribed by the Rules of this Court.

Dated: November 15, 2023
Saddle Brook, New Jersey

ROTTENBERG LIPMAN RICH, P.C.
Attorneys for Plaintiff Elizabeth Hanna

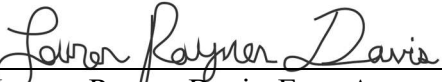
By: 
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Fax (201) 490-2040
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JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: November 15, 2023
Saddle Brook, New Jersey

ROTTENBERG LIPMAN RICH, P.C.
Attorneys for Plaintiff Elizabeth Hanna

By: 

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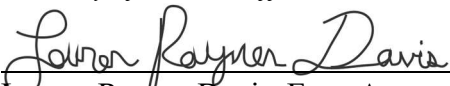
TRIAL COUNSEL DESIGNATION

Pursuant to Rule 4:25-4, Plaintiff designates Mitchell Epner, Esq., *pro hac vice* pending, as trial counsel in this matter.

Dated: November 15, 2023
Saddle Brook, New Jersey

ROTTENBERG LIPMAN RICH, P.C.

Attorneys for Plaintiff Elizabeth Hanna

By: 


Lauren Rayner Davis, Esq., Attorney ID 294912019
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VERIFICATION

ELIZABETH HANNA, being duly sworn, deposes and says that she has read the foregoing Complaint and knows the contents thereof, and that the same are true to her own knowledge, except as to matters stated therein to be alleged on information and belief, and that, as to those matters, she believes them to be true.

I, ELIZABETH HANNA, hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: November 15, 2023



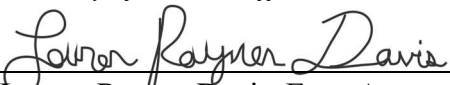
ELIZABETH HANNA

CERTIFICATION

Pursuant to Rule 1:4-4(c) the undersigned hereby certifies that the facsimile signature of ELIZABETH HANNA is a genuine facsimile of her signature and that if requested by either the Court or another party, the original signature will be furnished. I hereby certify that the foregoing statements made by me are true and am aware that if any of the foregoing statements are willfully false I am subject to punishment.

Dated: November 15, 2023
Saddle Brook, New Jersey

ROTTENBERG LIPMAN RICH, P.C.
Attorneys for Plaintiff Elizabeth Hanna

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