

1 Kevin McBride (116852)  
2 McBRIDE LAW PC  
3 700 Flower Street  
4 Suite 1000  
5 Los Angeles, CA 90017  
6 Telephone: (213) 600-6077  
7 Facsimile: (213) 600-6005  
8 Email: km@mcbride-law.com

9 *Attorney for Plaintiffs*

**CONFORMED COPY  
ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

**JUL 01 2021**

Sherri R. Carter, Executive Officer/Clerk of Court  
By: Tanya Herrera, Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES – CENTRAL DIVISION**

10 **(Stanley Mosk Courthouse)**

11  
12 DOE-1, DOE-2, and DOE-3,

13 Plaintiffs,

14 vs.

15  
16 INCYTE CORPORATION, a Delaware  
17 corporation,

18 Defendant.

Case No.: **21STCV24339**

**COMPLAINT FOR DECLARATORY  
AND INJUNCTIVE RELIEF FOR:**

**(1) VIOLATION OF PRIVACY RIGHTS  
AND  
(2) UNFAIR EMPLOYMENT  
PRACTICES**

19  
20  
21  
22 Plaintiffs, Doe-1, Doe-2, and Doe-3, by and through counsel, alleges against Incyte Corporation  
23 the following claims and causes of action:

24 **INTRODUCTION**

25  
26 1. Defendant Incyte Corporation (“Incyte”) is a global pharmaceutical company doing business  
27 in this State and County.  
28

- 1 2. Plaintiffs are field sales employees of Incyte Corporation working in this State. Plaintiff  
2 Doe-1 resides and works in Los Angeles County.
- 3 3. Incyte has imposed a uniform nationwide mandate for its field sales employees to receive a  
4 COVID vaccination by August 1, 2021. Plaintiffs oppose Incyte’s vaccination mandate and  
5 seek declaratory relief that the mandate violates their rights to privacy, constitutes an unfair  
6 employment practice, and fails to account for reasonable accommodations that are readily  
7 available for non-vaccinated employees.
- 8 4. Plaintiffs work remotely—rather than from an Incyte office—calling on hospitals, doctors,  
9 and medical clinics through a combination of in-person visits, Zoom calls, telephone calls  
10 and emails. Each Incyte customer has its own guidelines re: COVID protections applicable  
11 to visitors and outside salespeople such as Plaintiffs.
- 12 5. Incyte’s vaccination mandate is not a reasonable condition of employment because  
13 reasonable accommodations are otherwise available. Further, Incyte has no legitimate  
14 employer interest to mandate a vaccination requirement more restrictive than customers’  
15 own guidelines.
- 16 6. This action seeks a declaratory judgment that Incyte’s current COVID vaccination mandate,  
17 without reasonable accommodations for non-vaccinated employees, is a violation of  
18 Plaintiffs’ rights to autonomy privacy guaranteed under the California Constitution, the US  
19 Constitution and at common law; and is an unfair employment practice.
- 20 7. Plaintiffs further seek a temporary restraining order to delay Incyte’s August 1 2021  
21 vaccination mandate deadline until a preliminary hearing can be held in this matter; and  
22 seek preliminary and permanent injunctive relief:  
23  
24  
25  
26  
27  
28

- 1 a. to allow continued employment without a COVID vaccination, subject to reasonable  
2 accommodations to be determined at the time of hearing and trial; and  
3  
4 b. to allow resumption of in-person customer visits as per each customer's guidelines.  
5

## 6 **PARTIES AND JURISDICTION**

- 7 8. Plaintiffs are all residents of this State, currently employed by Incyte as field sales  
8 employees in this State. Doe 1 is a resident of Los Angeles County and sells to customers  
9 countywide on behalf of Incyte.  
10  
11 9. Plaintiffs Doe-1, Doe-2 and Doe-3 have filed this action under pseudonyms to assure  
12 privacy of their personal health information protected under the California Constitution,  
13 Section 1, Article 1; and under State and federal HIPAA laws; and under HSC §120440(e).  
14 Plaintiffs' true names will be provided confidentially to the Court and Defendant under seal.  
15  
16 10. Defendant Incyte is a Delaware corporation engaged in the business of pharmaceutical  
17 research and development and sales of oncology and inflammation/autoimmunity  
18 medicines. According to its website (<https://incyte.com>), Incyte does business globally  
19 through approximately 1500 employees, with operations in the US, Japan, and Europe.  
20 Incyte is public traded under the symbol NASDAQ: INCY.  
21  
22 11. Incyte regularly sells to customers located in this State and County through its field sales  
23 employees who live and work in this State and County. *In personam* jurisdiction extends to  
24 Incyte in this State and venue properly lies in this Court.  
25  
26 12. Plaintiffs and other Incyte field sales employees are not provided an office; rather, each is  
27 based in his or her own home office (even before the COVID pandemic) and works  
28

1 remotely, calling on hospitals, doctors, and medical clinics on behalf of Incyte, through a  
2 combination of in-person visits, Zoom calls, telephone calls and emails.

### 3 4 **THE COVID-19 PUBLIC HEALTH EMERGENCY**

5 13. On January 30, 2020, the World Health Organization (“WHO”) declared a “public health  
6 emergency of international concern over the global outbreak” of COVID- 19. Among other  
7 recommendations, the WHO called for accelerated development of “vaccines, therapeutics  
8 and diagnostics.”

9  
10 14. The following day, U.S. Health and Human Services (“HHS”) Secretary Alex Azar declared  
11 a national Public Health Emergency (“PHE”), retroactive to January 27, 2020, “to aid the  
12 nation’s healthcare community in responding” to COVID-19. By then, HHS was already  
13 collaborating with the pharmaceutical industry regarding the development of vaccines.

14  
15 15. In April 2020, the Trump Administration announced Operation Warp Speed (“OWS”) – a  
16 public/private partnership to develop and distribute a vaccine for COVID-19 by the end of  
17 2020 or early 2021.

18 16. The process for developing a vaccine normally takes place in several phases, over a period  
19 of years. The general stages of the development cycle for a vaccine are:

- 20 a. Exploratory stage;
- 21 b. Pre-clinical stage (animal testing);
- 22 c. Clinical development (human trials Phases I, II and III);
- 23 d. Regulatory review and approval;
- 24 e. Manufacturing; and
- 25 f. Quality control.

26  
27  
28 17. The third stage, clinical development on human subjects, is itself a three-phase process:

- a. In Phase I, small groups of people receive the trial vaccine.
- b. In Phase II, the clinical study is expanded, and the vaccine is given to people who have characteristics (such as age and physical health) similar to those for whom the new vaccine is intended.
- c. In Phase III, the vaccine is given to thousands of people and tested for efficacy and safety.

18. Phase III itself normally occurs over a course of years. That is because it can take years for the side effects of a new vaccine to manifest themselves. Phase III must be followed by a period of regulatory review and approval. During this stage, data and outcomes are reviewed by peers and by the FDA. Finally, the manufacturer must demonstrate that the vaccine can be manufactured under conditions that assure adequate quality control. The timeline set by OWS reduced what would normally take years of research into a matter of months.

19. Commercial vaccine manufacturers and other entities proceeded with development of COVID-19 vaccine candidates using different technologies including RNA, DNA, protein, and viral vectored vaccines.

20. Two potential vaccines emerged early on as likely candidates: one developed by Moderna (the “Moderna Vaccine”), the other by Pfizer BioNTech (the “Pfizer Vaccine”), with both announcing Phase III trial results in November 2020.

21. In early 2021, Johnson & Johnson submitted Phase III trial results for its Janssen adenovirus vector vaccine (the “J&J Vaccine”).

22. Collectively, the Moderna Vaccine, the Pfizer Vaccine, and the J&J Vaccine are sometimes hereafter referred to collectively as the “COVID Vaccines.”

1 23. However, none of the currently available COVID Vaccines has been approved by the FDA  
2 under the statutory approval requirements of the Food, Drug and Cosmetics Act (“FDCA”).  
3 Rather, the COVID Vaccines have been authorized for emergency use under § 564 of the  
4 FDCA (21 U.S.C. § 360bbb-3) “during the effective period of a declaration [of emergency],  
5 of a drug, device, or biological product intended for use in an actual or potential  
6 emergency...” 21 U.S.C. § 360bbb-3(a)(1).

8 24. It is scientifically irrefutable that long term side effects of the COVID Vaccinations are  
9 presently unknown. Further, because the human body is a complex biological system, long-  
10 term side effects cannot be accurately forecast using computational technology or statistics.  
11 Only laboratory experimental results, and vigilant long term human trial data accumulated  
12 over a statistically significant period of time, will allow scientists to reasonably predict the  
13 long-term side effects of the COVID Vaccinations.

15 25. Current data is demonstrating that COVID Vaccines are not behaving in the human body as  
16 initially predicted. For example, Moderna and Pfizer publicly represent that COVID  
17 Vaccine serum injected in the arm will stay in the arm and not spread to the rest of the body.  
18 Yet a recent clinical study suggests this may not be the case, as traces of the COVID  
19 Vaccines have been found to accumulate in bone marrow and in female ovaries of  
20 vaccinated people.

22 **UNKNOWN RISKS OF THE COVID VACCINES**

24 26. As of the date of this Complaint, the Vaccine Adverse Effect Reporting System “VAERS  
25 Data” maintained by the US Dept. of Health & Human Services (<https://VAERS.hhs.gov>)  
26 has received in excess of 358,000 reported adverse effects following administration of a  
27 COVID Vaccination in the United States and over 5,000 reported deaths. While these  
28

1 numbers are a small fraction of the total number of COVID Vaccinations administered in  
2 this country, to date, they are not insignificant. The current statistics reported above also do  
3 not account for the possibility of ever-increasing adverse reports as the side effects of the  
4 COVID Vaccines may be expressed in the months and years ahead.

5  
6 27. While opinions on the efficacy and safety of the COVID Vaccinations vary widely, one  
7 reasonable opinion is that because the COVID Vaccinations are not yet proven safe, a  
8 COVID Vaccination should not be taken into a person's body unless and until potential  
9 short and long-term effects are better understood. This is the opinion held by Plaintiffs.

10  
11 28. Plaintiffs' opinions on this issue are consistent with the views of eminent scientists in the  
12 field. For example, Dr. Robert Malone, inventor of mRNA vaccine technology upon which  
13 the Moderna Vaccination and Pfizer Vaccination are based, has publicly expressed concerns  
14 that data addressing risks of COVID Vaccinations have not been made adequately available  
15 to the public; and that therefore, the information needed to make an informed decision is not  
16 presently available.

#### 17 18 **INCYTE'S FIELD SALES POLICIES**

19 29. During the pandemic, Incyte made every effort to continue its sales operations in this State  
20 and nationwide. Even from the beginning of the pandemic, Plaintiffs and other field sales  
21 employees continued calling on customers as before, except doing so via Zoom calls,  
22 emails, and telephone, rather than in-person visits.

23  
24 30. Approximately one year ago, Incyte relaxed its policy against in-person visits to customers,  
25 allowing in-person visits to resume pursuant to state, local and customer guidelines.

26 31. On or about May 26, 2021, Incyte issued a company-wide mandate that all employees,  
27 including field sales employees working remotely, must receive a COVID Vaccination on or  
28

1 before August 1, 2021. Incyte’s Delaware-based office personnel are required receive a  
2 COVID Vaccination by Sept. 1, 2021.

3 32. Incyte’s COVID Vaccination mandate for field sales personnel prohibits in-person customer  
4 engagements for unvaccinated employees.  
5

6 33. Since May 26, 2021, Incyte has increased pressure on its field sales employees, attempting  
7 to coerce all field sales employees to receive a COVID Vaccination at an even earlier date,  
8 in order to attend a company meeting scheduled for July 12-14, 2021 – a company meeting  
9 that will include all of 12 people.  
10

### 11 CALIFORNIA’S JUNE 15 STATEWIDE OPENING

12 34. As of June 15, 2021, restrictions on public gatherings in this State have been lifted, pursuant  
13 to executive order issued by Governor Newsome. By way of example:

- 14 a. On June 15, a near-capacity crowd of 52,078 people—both vaccinated and  
15 unvaccinated—attended the Los Angeles Dodgers v. Philadelphia Phillies game at  
16 fully re-opened Dodger Stadium; reported as the largest crowd to watch a  
17 professional sports league game in the United States since the start of the COVID  
18 pandemic;  
19
- 20 b. On June 15, Disneyland re-opened its doors to full capacity crowds, and now  
21 accommodates up to 85,000 people daily—both vaccinated and unvaccinated;  
22
- 23 c. On June 19, a near-capacity crowd of 17,105 people—both vaccinated and  
24 unvaccinated—attended the Los Angeles Clippers v. Utah Jazz playoff game at  
25 fully-reopened Staples Center;
- 26 d. On June 20, the Catholic Diocese of Los Angeles re-opened its churches to full  
27 capacity attendance for both vaccinated and unvaccinated people, including the  
28



1 Cathedral of Our Lady of Angels, which accommodates 3,000 people—both  
2 vaccinated and unvaccinated;

- 3 e. Most medical centers throughout the State currently allow visitors and outside sales  
4 employees, both vaccinated and unvaccinated.  
5

6 35. California’s re-opening policy is substantively mirrored by reasonable accommodations  
7 made for unvaccinated people in the other 49 states of the United States.

8 36. In this action, Plaintiffs seek a declaratory judgment that Incyte’s COVID Vaccination  
9 mandate is unconstitutionally restrictive and fails to offer a reasonable accommodation to  
10 Plaintiffs; and further seek injunctive relief to enjoin Incyte from enforcing its COVID  
11 Vaccination mandate against Plaintiffs; and to allow Plaintiffs to call on customers as per  
12 each customer’s own policy; and to refrain from acts of discrimination or retaliation.  
13

14 **THE AVAILABILITY OF REASONABLE ACCOMMODATIONS**

15 37. Incyte’s employment policies are structured such that reasonable accommodations are easily  
16 achievable in the case of every Incyte customer. For example:  
17

- 18 a. Incyte’s field sales employees work in teams. If one member of the sales team does  
19 not interact well with a particular customer, a different member of the sales team  
20 takes over. Under this existing structure, Incyte does not lose potential sales.  
21 Further, this team sales structure easily accommodates a variety of potential  
22 customer requirements. For example, the state of Minnesota restricts pharmaceutical  
23 representatives’ access to physicians in that state to a narrow set of circumstances.  
24 The practical effect is that Incyte sales representatives in Minnesota rarely ever make  
25 an in-person sales visit to a Minnesota doctor. And yet Incyte managed to  
26 accommodate the Minnesota restriction—in the interest of making more sales.  
27  
28

- 1 b. In the case of a rare Incyte customer who may require a COVID Vaccination as a  
2 condition of in-person visit, a vaccinated sales team member can simply assume  
3 responsibility for that customer.  
4
- 5 c. Incyte’s “Policy on Interactions with Patients and Patient Groups” for field sales  
6 employees provides that Incyte representatives may never engage in product or  
7 treatment related discussions with patients/consumers unless those interactions are  
8 specifically permitted under another Incyte policy. This means it is highly unlikely  
9 that a field sales employee would have physical proximity to a patient—and even  
10 more so when social distancing practices are followed.  
11
- 12 d. Masks and face coverings are available to non-vaccinated field sales employees, as  
13 is required under the current executive order issued by Governor Newsome as of  
14 June 15, 2021.

15 38. In light of the currently existing employment factors set out in ¶37, above, and other  
16 reasonably-available accommodations that may be presented at the time of hearing or trial in  
17 this matter, Incyte has no legitimate employer interest in mandating vaccinations for its field  
18 sales employees.  
19

20 **FIRST CAUSE OF ACTION**

21 **(Declaration of Protected Autonomy Privacy Interest:  
22 Right to Determine What is Done to One’s Own Body)**

23 39. Plaintiffs realleges paragraphs 1 through 38, above, as though fully set forth herein.  
24

25 40. The California Constitution, section I, article 1, provides that “[a]ll people are by nature free  
26 and independent and have inalienable rights. Among these are enjoying and defending life  
27 and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining  
28 safety, happiness, and privacy.” The Equal Protection Clause and Ninth Amendment to the

1 US Constitution provide substantively similar and equal protections, as does the common  
2 law.

3 41. The fundamental right to pursue and obtain safety, happiness, and privacy, as expressed  
4 through public policies of this State, is protected not merely against state action; it is  
5 considered an inalienable autonomy privacy right which may not be violated by anyone,  
6 including a private employer such as Incyte.  
7

8 42. The *right of individuals to determine what is done to their own bodies* is one such expressed  
9 public policy of this State; and is an inalienable autonomy privacy right protected under the  
10 California Constitution, section I, article 1, under the Due Process Clause and Ninth  
11 Amendment of the US Constitution, and at common law.  
12

13 43. Incyte mandates that Plaintiffs receive a COVID Vaccination as a condition of continued  
14 employment.  
15

16 44. It is scientifically irrefutable that long term side effects of the COVID Vaccinations are  
17 presently unknown to a reasonable degree of scientific certainty. Long-term side effects are  
18 typically studied for 10 years before FDA approval is granted to any proposed drug or  
19 medication. That level of rigorous experimental evaluation of safety and efficacy has not  
20 yet occurred with respect to the COVID Vaccinations. It is therefore fair and reasonable for  
21 Plaintiffs—or anyone—to object to a COVID injection until long-term side effects are  
22 understood.  
23

24 45. Incyte fails to offer reasonable accommodations to Plaintiffs and other employees in this  
25 State to continue employment without receiving a COVID Vaccination, notwithstanding the  
26 widespread policy of accommodating non-vaccinated people in virtually every other social  
27 and private setting in this State and country.  
28

1 46. By mandating a COVID Vaccination and refusing to offer reasonable accommodations for  
2 non-vaccinated employees, Incyte violates the inalienable privacy rights of Plaintiffs, and all  
3 similarly situated California-based employees, to determine what is done to their own  
4 bodies.

5  
6 47. In light of Incyte's existing employment policies set out in ¶37, above, and other  
7 reasonably-available accommodations that may be presented at the time of hearing or trial in  
8 this matter, Incyte has no legitimate employer interest in mandating vaccinations for its field  
9 sales employees.

10  
11 48. An existing justiciable controversy exists between Plaintiffs and Incyte with respect to  
12 Incyte's mandate for all field sales employees to receive a COVID Vaccination and  
13 Plaintiffs' objection to this mandate.

14 49. Pursuant to CCP §1060, and at common law, Plaintiffs are entitled to declaratory relief that:

- 15  
16 a. Incyte's requirement that Plaintiffs must receive a COVID Vaccination as a  
17 condition of continued employment violates Plaintiffs' inalienable autonomous  
18 rights to determine what is done to their own bodies; and  
19  
20 b. Accommodations are reasonably available to Incyte that would allow continued  
21 employment without a COVID Vaccination and make in-person customer calls in  
22 accordance with each customer's policy.

23 50. Plaintiffs are entitled to preliminary and permanent injunctive relief:

- 24 a. prohibiting Incyte from enforcing its mandate that Plaintiffs must receive a COVID  
25 Vaccination as a condition of continued employment;  
26  
27 b. requiring Incyte to offer reasonable accommodations to Plaintiffs to allow continued  
28 employment without a COVID Vaccination;

1 c. allowing Plaintiffs to resume in-person customer visits according to customer  
2 guidelines; and

3 d. prohibiting discrimination or retaliation.  
4

5 51. Plaintiffs are entitled to a temporary restraining order prohibiting the Incyte vaccination  
6 mandate from going into effect until a preliminary injunction hearing in this matter and  
7 further order of this Court.

8 52. Plaintiffs are entitled to costs and attorneys' fees in this action pursuant to CCP §1021.5.  
9

10 **SECOND CAUSE OF ACTION**

11 **(Declaration of Protected Autonomy Privacy Interest:  
12 Right to Exercise Informed Consent)**

13 53. Plaintiffs realleges paragraphs 1 through 52, above, as though fully set forth herein.

14 54. As set forth in ¶40, above, the California Constitution, section I, article 1, provides that

15 “[a]ll people are by nature free and independent and have inalienable rights. Among these  
16 are enjoying and defending life and liberty, acquiring, possessing, and protecting property,  
17 and pursuing and obtaining safety, happiness, and privacy.” The Equal Protection Clause  
18 and Ninth Amendment to the US Constitution provide substantively similar and equal  
19 protections, as does the common law.  
20

21 55. The fundamental right to pursue and obtain safety, happiness, and privacy, as expressed  
22 through public policies of this State, is protected not merely against state action; it is  
23 considered an inalienable autonomy privacy right which may not be violated by anyone,  
24 including a private employer such as Incyte.  
25

26 56. The right to *exercise informed consent to accept, or not accept, novel and unproven medical*  
27 *treatments without force, fraud, deceit, duress, coercion, or undue influence* is one such  
28

1 expressed public policy of this State; and is an inalienable autonomy privacy right protected  
2 under the California Constitution, section I, article 1, under the Due Process Clause and  
3 Ninth Amendment of the US Constitution, and at common law.

4  
5 57. Incyte mandates that Plaintiffs receive a COVID Vaccination as a condition of continued  
6 employment.

7 58. It is scientifically irrefutable that long term side effects of the COVID Vaccinations are  
8 presently unknown to a reasonable degree of scientific certainty. Long-term side effects are  
9 typically studied for 10 years before FDA approval is granted to any proposed drug or  
10 medication. That level of rigorous experimental evaluation of safety and efficacy has not  
11 yet occurred with respect to the COVID Vaccinations. It is therefore fair and reasonable for  
12 Plaintiffs—or anyone—to object to a COVID injection until long-term side effects are  
13 understood.  
14

15 59. Incyte fails to offer reasonable accommodations to Plaintiffs and other employees in this  
16 State to continue employment without receiving a COVID Vaccination, notwithstanding the  
17 widespread policy of accommodating non-vaccinated people in virtually every other social  
18 and private setting in this State and country.  
19

20 60. By mandating a COVID Vaccination and refusing to offer reasonable accommodations for  
21 non-vaccinated employees, Incyte violates the inalienable privacy rights of Plaintiffs, and all  
22 similarly situated California-based employees, to exercise informed consent to accept, or not  
23 accept, novel and unproven medical treatments without force, fraud, deceit, duress,  
24 coercion, or undue influence.\

25  
26 61. In light of Incyte’s existing employment policies set out in ¶37, above, and other  
27 reasonably-available accommodations that may be presented at the time of hearing or trial in  
28

1 this matter, Incyte has no legitimate employer interest in mandating vaccinations for its field  
2 sales employees.

3 62. An existing justiciable controversy exists between Plaintiffs and Incyte with respect to  
4 Incyte's demand for all employees to receive a COVID Vaccination, and Plaintiffs'  
5 objections to doing so.  
6

7 63. Pursuant to CCP §1060, and at common law, Plaintiffs are entitled to declaratory relief that:

- 8 a. Incyte's requirement that Plaintiffs must receive a COVID Vaccination as a  
9 condition of continued employment violates Plaintiffs' inalienable autonomous  
10 rights to exercise informed consent to accept, or not accept, novel and unproven  
11 medical treatments without force, fraud, deceit, duress, coercion, or undue influence;  
12 and  
13  
14 b. Accommodations are reasonably available to Incyte that would allow continued  
15 employment without a COVID Vaccination and make in-person customer calls in  
16 accordance with each customer's policy.  
17

18 64. Plaintiffs are entitled to preliminary and permanent injunctive relief:

- 19 a. prohibiting Incyte from enforcing its mandate that Plaintiffs must receive a COVID  
20 Vaccination as a condition of continued employment;  
21  
22 b. requiring Incyte to offer reasonable accommodations to Plaintiffs to allow continued  
23 employment without a COVID Vaccination;  
24  
25 c. allowing Plaintiffs to resume in-person customer visits according to customer  
26 guidelines; and  
27  
28 d. prohibiting discrimination or retaliation.

1 65. Plaintiffs are entitled to a temporary restraining order prohibiting the Incyte vaccination  
2 mandate from going into effect until a preliminary injunction hearing in this matter and  
3 further order of this Court.

4  
5 66. Plaintiffs are entitled to costs and attorneys' fees in this action pursuant to CCP §1021.5.

6 **THIRD CAUSE OF ACTION**  
7 **(Injunctive Relief: Unfair Business Practice)**

8 67. Plaintiff realleges paragraphs 1 through 66, above, as though fully set forth herein.

9 68. Unfair practices under BPC §17200 encompasses anything that can properly be called a  
10 business practice which at the same time is forbidden by law.

11 69. An employer's business practices concerning its employees are within the scope of the  
12 Unfair Practices Act. An employer's disregard of employee rights protected by public  
13 policies of this State constitute an unfair business practice under BCP §17200 and at  
14 common law.

15  
16 70. The inalienable privacy right of any person to determine what is done to his, her or their  
17 own body, protected under the California Constitution, section I, article 1, is an expressed  
18 public policy of this State and is an inalienable autonomy privacy right protected under the  
19 California Constitution, section I, article 1, under the Due Process Clause and Ninth  
20 Amendment of the US Constitution, and at common law.

21  
22 71. The inalienable privacy right of any person right to exercise informed consent to accept, or  
23 not accept, novel and unproven medical treatments without force, fraud, deceit, duress,  
24 coercion, or undue influence is also an expressed public policy of this State; and is also an  
25 inalienable autonomy privacy right protected under the California Constitution, section I,  
26 article 1, under the Due Process Clause and Ninth Amendment of the US Constitution, and  
27 at common law.  
28



1 72. Incyte's mandate for all employees to receive a COVID Vaccination violates Plaintiff's  
2 legal rights set forth in ¶70 and/or ¶71, above, and is therefore an unfair business practice  
3 that may be enjoined by this Court under BPC §17203 and at common law.  
4

5 73. Plaintiffs are entitled to preliminary and permanent injunctive relief:

- 6 a. prohibiting Incyte from enforcing its mandate that Plaintiffs must receive a COVID  
7 Vaccination as a condition of continued employment;
- 8 b. requiring Incyte to offer reasonable accommodations to Plaintiffs to allow continued  
9 employment without a COVID Vaccination;
- 10 c. allowing Plaintiffs to resume in-person customer visits according to customer  
11 guidelines; and
- 12 d. prohibiting discrimination or retaliation.  
13

14 74. Plaintiffs are entitled to a temporary restraining order prohibiting the Incyte vaccination  
15 mandate from going into effect until a preliminary injunction hearing in this matter and  
16 further order of this Court.  
17

18 75. Plaintiffs are entitled to costs and attorneys' fees in this action pursuant to CCP §1021.5.  
19

20 WHEREFORE, Plaintiffs prays for relief from this Court as follows:  
21

- 22 a. For a declaratory judgment that Incyte's mandatory COVID Vaccination  
23 requirement for field sales employees in this State, without offering reasonable  
24 accommodations for non-vaccinated employees, violates Plaintiffs' legally protected  
25 rights to determine what is done to their own bodies;
- 26 b. For a declaratory judgment that Incyte's mandatory COVID Vaccination  
27 requirement for field sales employees in this State, without offering reasonable  
28

1 accommodations for non-vaccinated employees, violates Plaintiffs' rights to exercise  
2 informed consent to accept, or not accept, experimental or non-experimental medical  
3 treatment without force, fraud, deceit, duress, coercion, or undue influence;  
4

5 c. For to preliminary and permanent injunctive relief:

6 i. prohibiting Incyte from enforcing its mandate that Plaintiffs must receive a  
7 COVID Vaccination as a condition of continued employment;

8 ii. requiring Incyte to offer reasonable accommodations to Plaintiffs, to allow  
9 continued employment for field sales employees without a COVID  
10 Vaccination;

11 iii. allowing Plaintiffs, a field sales employee, to resume in-person customer  
12 visits according to each customer's guidelines;

13 iv. requiring Incyte to refrain from discrimination or retaliation; and  
14

15 d. For a temporary restraining order prohibiting the Incyte vaccination mandate from  
16 going into effect until a preliminary injunction hearing in this matter and further  
17 order of this Court and  
18

19 e. for attorneys' fees and costs of court; and

20 f. for all other relief deemed just and proper by this Court.  
21

22  
23 Dated this 1st day of July 2021

24 McBRIDE LAW PC

25  
26 By: 

27 KEVIN McBRIDE

28 *Attorney for Plaintiffs*