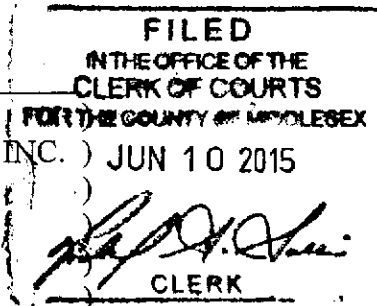


COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

SUPERIOR COURT DEPARTMENT

15-4126



ALNYLAM PHARMACEUTICALS, INC.)

Plaintiff,

v.)

DICERNA PHARMACEUTICALS, INC.)

Defendant.)

Civil Action No.:

JURY TRIAL DEMANDED

COMPLAINT

Alnylam Pharmaceuticals, Inc. ("Alnylam") by its undersigned counsel, brings this action for permanent injunctive relief, as well as for monetary damages, upon knowledge with respect to its own acts, and upon information and belief with respect to all other matters, as follows:

BACKGROUND

1. This is an action for trade secret misappropriation and related claims arising from Dicerna Pharmaceuticals, Inc.'s ("Dicerna") unlawful acquisition and use of critically sensitive and commercially valuable confidential information and trade secrets owned by Alnylam.

2. Beginning in mid-2013 Dicerna attempted to acquire for itself the assets, research and development advances and intellectual property of Sirna Therapeutics, Inc. ("Sirna"), the RNAi focused subsidiary of industry giant Merck & Co., Inc. ("Merck") as well as those RNAi assets developed at Merck after Sirna became a Merck subsidiary and which were assigned or licensed to Sirna.¹ The Sirna acquisition would have provided to Dicerna an extensive range of

¹ Upon Sirna becoming a Merck subsidiary, all Sirna employees became Merck employees and joined with the other Merck employees working on RNAi technology.

assets, including, among other things, preclinical drug candidates and siRNA delivery technologies and chemistry, and intellectual property relevant to therapeutics that Dicerna had previously indicated it hoped to develop and commercialize.

3. Simultaneously, Alnylam and other companies, including Dicerna, were engaged with Merck and were evaluating the potential acquisition from Merck of all of Sirna's intellectual property and other assets. As events transpired, Alnylam was declared the winning bidder, and in January 2014, Alnylam acquired from Merck all of Sirna's assets in exchange for the immediate payment in cash and stock of approximately \$175,000,000, in addition to potential future milestone and other payments that could exceed \$105,000,000. Alnylam's acquisition of the Sirna assets was comprehensive: Alnylam acquired from Merck all of Sirna's assets, including all intellectual property and all RNAi assets, all pre-clinical therapeutic candidates, all chemistry, all siRNA-conjugate and other delivery technologies, and all documents or materials constituting or reflecting those technologies.

4. Apparently dissatisfied with that result, Dicerna resorted to other means to obtain the confidential information and trade secrets it needed to advance its research and establish itself as a viable competitor to scientific innovators such as Alnylam in the field of siRNA therapies and delivery technologies. Dicerna quickly hired several of the very scientists who had conducted the research and development at Sirna (and later at Merck) of the technologies only recently purchased by Alnylam.

5. Alnylam has since learned that many of the former Merck scientists hired by Dicerna collected and took to Dicerna proprietary materials and confidential trade secret information relating to Sirna's siRNA and siRNA delivery technologies – materials and information rightfully owned by Alnylam in accordance with the asset acquisition.

6. Thereafter, less than one year after hiring those scientists, Dicerna announced that it had, for the first time, developed clinically and potentially commercially viable conjugates and siRNA delivery technologies strikingly similar to confidential and proprietary conjugates and siRNA delivery technologies developed at Sirna and Merck and now belonging to Alnylam. During nearly eight years of prior independent research, Dicerna had not announced, and was apparently unable to develop, such conjugates or delivery technologies.

7. Upon reviewing Dicerna's public presentations and statements regarding its new achievements in conjugate delivery technology, Alnylam immediately recognized elements of the confidential information and trade secrets that Alnylam rightfully purchased and that Dicerna had attempted, but failed, to acquire. In order to recover and protect the confidential information and trade secrets for which it has paid more than \$175,000,000, Alnylam brings this action.

PARTIES

8. Plaintiff Alnylam is a corporation organized and existing under the laws of Delaware with a principal place of business in Cambridge, Massachusetts.

9. Defendant Dicerna is a corporation organized and existing under the laws of Delaware with a principal place of business in Cambridge, Massachusetts.

JURISDICTION AND VENUE

10. This Court has jurisdiction with respect to the subject matter of this action, pursuant to M.G.L. c. 212, §§ 3 and 4, because the amount in controversy exceeds \$25,000, exclusive of interest and costs.

11. This Court has personal jurisdiction with respect to Defendant Dicerna pursuant to M.G.L. c. 223A, § 2, because it maintains a principal place of business in, and is a resident of, Massachusetts.

12. Venue is proper in this Court pursuant to M.G.L. c. 223, §1 and M.G.L. c. 214, § 5 as both parties are resident in Middlesex County.

FACTUAL ALLEGATIONS

Alnylam is in a Highly Competitive Industry

13. Plaintiff Alnylam is one of the premier biopharmaceutical companies in the world. Its focus is primarily on the research, development and commercialization of novel therapeutics utilizing RNA interference, or RNAi.

14. RNAi is a naturally occurring biological pathway within cells for selectively silencing and regulating the expression of specific genes. Since many diseases are caused or promoted by the activity of specific genes, the ability to silence genes selectively through RNAi offers a promising and novel way to treat a wide range of significant human diseases.

15. Alnylam competes with many established and emerging companies in the market that it serves. Its proprietary techniques and novel therapeutics have achieved broad success due in large part to their technological superiority over competing offerings and to the team of world renowned researchers and scientists at Alnylam who are continually innovating previously unknown approaches to the myriad problems presented to the successful implementation and delivery of RNAi therapies into the body to treat human diseases.

16. In order to maintain its competitive advantage, Alnylam expends substantial resources to safeguard and protect its body of patentable, trade secret and confidential information prior to or in lieu of patenting that information and also to safeguard and protect other trade secret and confidential information.

17. Alnylam takes, and at all relevant times has taken, reasonable steps to safeguard the secrecy of its trade secrets and confidential information, including, but not limited to, by: (a)

requiring its scientists, researchers and other employees to sign agreements protecting the confidentiality of sensitive Alnylam information; (b) requiring its customers, partners and vendors to sign non-disclosure agreements; (c) password protecting its computer systems and (d) employing various security measures at all of its facilities. Moreover, Alnylam adopts and enforces several practices and written policies that are designed to protect its confidential information and trade secrets, including following the concept of “need to know,” pursuant to which employees are only provided the minimum access to confidential information needed to perform their assigned duties.

18. At all times relevant to the instant legal action, Merck employed measures sufficient to protect the secrecy of all confidential and proprietary Sirna information purchased by Alnylam from Merck. Indeed, in connection with and as a material part of that acquisition, Merck confirmed in the parties’ agreement that the “Company [Merck] has taken and is now taking reasonable measures under the circumstances to maintain the confidentiality of any material trade secrets constituting Company Intellectual Property.”

Alnylam’s Acquisition of Sirna

19. By early 2013 it had become known that Merck determined to refocus certain of its scientific and business interests, including the decision to scale back its RNAi research and development program. Thereafter, Merck publicly began pursuing the potential divestiture of certain of its assets, programs and technologies related to RNAi therapeutics.

20. In the Fall of 2013, in an effort to expand its renowned RNAi program, Alnylam explored the possibility of acquiring Sirna, then a wholly owned subsidiary of Merck.

21. Sirna’s intellectual property and RNAi assets included pre-clinical therapeutic candidates, chemistry, and siRNA-conjugate and other delivery technologies. Alnylam entered

into a Mutual Confidential Disclosure Agreement (“CDA”) dated October 2, 2013 with Merck to pursue the potential acquisition of Sirna’s RNAi assets.

22. Merck also entered into CDAs with other companies interested in Sirna’s assets.

23. Dicerna entered into a CDA with Merck on October 4, 2013.

24. During the bidding process for the acquisition of Sirna’s RNAi assets, Dicerna’s CEO, Dr. Doug Fambrough, sent an e-mail to Alnylam’s CEO, Dr. John Maraganore, and its Chief Business Officer (“CBO”), Dr. Laurence Reid, on December 2, 2013.

25. Dr. Fambrough’s December 2, 2013 e-mail suggested that both Alnylam and Dicerna withdraw their respective bids and instead submit a combined bid to purchase and divide Sirna’s RNAi assets. Dr. Fambrough proposed a division of the Sirna intellectual property such that Dicerna would acquire the “Conjugate IP” and Alnylam would receive from Dicerna a “fully paid-up license to the acquired Conjugate IP.” Dr. Fambrough added, “I hope you consider this seriously, I think it’s best for both of us and the field. As I understand things, it provides each of us with the assets of interest (as well as some neither of us are interested in!).”

26. Alnylam declined to pursue Dr. Fambrough’s proposal and instead Alnylam continued in efforts to acquire the Sirna assets for its own use and benefit and that of certain of its licensees, with Alnylam holding exclusive ownership.

27. Ultimately, Merck selected Alnylam’s exclusive bid as superior to all other competing offers. On January 10, 2014, Alnylam entered into a stock purchase agreement with Merck to purchase all of Merck’s right, title and interest in Sirna.

28. As a condition of closing, Merck attested that it requested and received assurances that all companies, including Dicerna, who had access to Sirna confidential information under CDAs had returned or destroyed any and all such information. Contemporaneously with closing

of the transaction on March 5, 2014, Merck assigned all such CDAs, and the rights thereunder, to Alnylam.

Dicerna Hires Former Merck Scientists

29. Between the Fall of 2013 and the completion of the Sirna acquisition by Alnylam, Merck terminated the employment of dozens of scientists working on RNAi (the “RNAi Scientists”).

30. In their roles at Merck, each of the RNAi Scientists had broad and extensive access to confidential, proprietary and trade secret information – much of which they helped to research and develop – as well as documents and other materials containing or describing innovative and highly confidential information.

31. Upon information and belief, Merck required each of the RNAi Scientists to sign employment agreements detailing their obligations not to disclose, during or after their employment, any of Sirna’s or Merck’s confidential information or trade secrets.

32. Upon information and belief, Merck employed extensive security measures and safeguards to protect its and its affiliates’ confidential scientific innovations and intellectual property, including the Sirna trade secrets, against unauthorized disclosure, and restricted access to Merck’s and Sirna’s confidential information and trade secrets. Among other measures, disclosure of Merck’s and Sirna’s confidential information and trade secrets was vigorously protected with all proposed public disclosures screened for potential confidential information and trade secrets in order to keep such confidential information and trade secrets confidential.

33. Upon information and belief, upon their departure from Merck, each of the RNAi Scientists signed a Separation Agreement in which each RNAi Scientist legally pledged to maintain as confidential, and not to disclose, Sirna’s or Merck’s confidential information and

trade secrets. These scientists each attested that he/she had returned all such property to Merck and had not retained any copies of such property.

34. Between January and May 2014, Dicerna hired six of the RNAi Scientists, previously responsible for researching, developing and/or refining Sirna's RNAi program and siRNA conjugate delivery technologies: Weimin Wang, Marc Abrams, Martin Koser, Rachel Storr, Mihir Patel, and Boyoung Kim (the "Former Merck Scientists"). Upon information and belief, five of the six Former Merck Scientists still are employed by Dicerna.

35. Certain of the Former Merck Scientists hired by Dicerna were observed improperly removing materials at the time of their departure.

36. At least one of the Former Merck Scientists hired by Dicerna transported materials away from the Merck premises, over the course of multiple days, prior to that scientist's departure from Merck, using a suitcase. Upon information and belief, that scientist is still employed by Dicerna.

37. Certain Sirna material (including confidential trade secrets) improperly removed or retained by the Former Merck Scientists has been comingled with Dicerna material on Dicerna issued devices and/or the Dicerna computer system. Certain material improperly removed or retained by the Former Merck Scientists is critically sensitive. All of it is owned by Alnylam. By way of example only, Alnylam has confirmed that at least one Former Merck Scientist unlawfully removed from Merck and retained a 121 page document titled "RNA Therapeutics Strategy Review: 11-Apr-2013." The document is marked "Confidential" on each page, and contains extraordinarily sensitive information about the technologies, information and techniques for which Alnylam paid in excess of \$175,000,000.

Dicerna's Disclosure of the Proprietary GalNAc Delivery System

38. Upon information and belief, some of the Former Merck Scientists hired by Dicerna had worked to develop and refine the proprietary GalNAc conjugate delivery and other technology that now belongs to Alnylam.

39. That proprietary GalNAc conjugate delivery technology relates to specific conjugate structures, linker chemistry, positioning, valency, methods for enhanced stabilization, manufacturing processes, assays for evaluation, as well as chemical modifications, including backbone, nucleotide and sugar modifications, necessary to achieve, among other things, maximum potency and optimization in oligonucleotide conjugated molecules.

40. Since its acquisition of Sirna's RNAi assets, Alnylam has been advancing this proprietary technology that conjugates a sugar molecule called "GalNAc" to a siRNA molecule. This much simpler and more potent delivery approach enables more convenient and effective subcutaneous administration of Alnylam's drug candidates, as compared with lipid nanoparticle delivery technology.

41. Upon information and belief, prior to its hiring of the Former Merck Scientists, Dicerna had never disclosed any success, or even progress, in any effort to develop GalNAc delivery technology.

42. On or about November 2014, Dicerna posted to its company website a "Dicerna Pharmaceuticals Overview" presentation.

43. Slide 11 of the Dicerna Pharmaceuticals Overview presentation appears to provide details of what Dicerna calls its own conjugate delivery technology that – in order to perform effectively – necessarily requires the use of trade secrets developed at Sirna and Merck and well known to the Former Merck Scientists now working at Dicerna.

44. Proprietary aspects of the GalNAc conjugate delivery technology have at all times been strictly maintained by Sirna and Merck, and now Alnylam, as trade secrets.

45. During the diligence process leading up to the submission of competitive bids, confidential information concerning Sirna's proprietary GalNAc conjugate delivery and other technology was shared with Dicerna under the protection of its October 4, 2013 CDA with Merck.

46. The terms of that CDA obligated Dicerna to maintain the secrecy of all confidential information disclosed to it by Merck and to use such confidential information "only for the purpose of evaluating its interest in a potential arrangement with Merck for research, development and/or commercialization."

47. Merck's rights under the CDA were assigned to Alnylam as of March 5, 2014.

***Alnylam Requests That Dicerna Return All of Its Confidential
and Trade Secret Materials and Information***

48. On January 26, 2015, in light of the November 2014 Dicerna Pharmaceuticals Overview Presentation, counsel for Alnylam contacted Dicerna to remind Dicerna and the Former Merck Scientists of their obligations not to use any confidential or trade secret information previously owned by Sirna and belonging to Alnylam, to ask for the return of any such confidential documents or tangible information and to request certifications from Dicerna and the Former Merck Scientists that they do not have and have not used any such Alnylam confidential or trade secret information.

49. On February 9, 2015, Dr. Fambrough sent Dr. Maraganore an e-mail in response to the January 26, 2015 letter. Thereafter, Dr. Fambrough and Dr. Maraganore engaged in additional correspondence regarding these issues, in which Dr. Fambrough said that Dicerna was conducting an investigation and would share the results of the investigation with Alnylam.

50. On March 27, 2015, following another request by Alnylam for the return of Sirna documents to Alnylam, Dr. Fambrough acknowledged in an e-mail to Dr. Maraganore that:

The request for return of Merck/Sirna documents is a reasonable one. There is a proper way to identify and collect these materials, which we are following, and this takes some time. That is especially true as some employees have boxes of materials in storage, which we asked them to search during their next planned visits to the West Point area. I believe these visits have occurred. In any event, we appear to be entering the latter stages of the process.

51. Based on this response and Dicerna's repeated refusals to provide the requested certifications, Alnylam became increasingly concerned that Dicerna and/or the Former Merck Scientists were in possession of and had misused Alnylam's confidential information and trade secrets.

52. Upon information and belief, on or about May 6, 2015, Dicerna presented a PowerPoint entitled: "Translation of DsiRNA-Ex Conjugate Delivery in Mouse Models to Non-Human Primate Models" at the 17th Annual TIDES: Oligonucleotide and Peptide Therapeutics from Research through Commercialization Conference in San Diego, California.

53. Dicerna's May 2015 presentation makes repeated references to the use of GalNAc delivery technology.

54. A May 6, 2015 Dicerna press release, posted on Dicerna's website, also makes repeated references to GalNAc delivery technology allegedly developed by Dicerna:

Dicerna has developed investigational DsiRNA-EX Conjugates for liver-related diseases by attaching N-acetyl galactosamine (GalNAc) sugars to one or more points on DsiRNA-EX molecules, yielding multiple proprietary conjugate delivery configurations. The GalNAc sugars specifically bind to receptors on target cells, leading to internalization and access to the RNAi machinery within the cells.

"Our DsiRNA-EX Conjugate platform may establish a product engine for subcutaneous delivery of gene-targeted molecules," commented Douglas Fambrough, Ph.D., chief executive officer of Dicerna. "This capability allows us

to investigate, in parallel, potential therapies for use against a wide variety of liver targets for multiple disease indications."

At the TIDES conference, Dr. Brown reported potent, durable knockdown of HAO1, along with prolonged liver exposure, in non-human primates following single and multiple subcutaneous doses. He noted that the results in animal models were obtained with multiple independent sequences, suggesting a potentially reproducible and broadly applicable platform.

"We are optimizing our DsiRNA-EX Conjugates for four therapeutic liver targets, with additional programs planned," Dr. Brown said. "We aim to increase our understanding of the GalNAc conjugate medicinal chemistry through ongoing study of this unique therapeutic approach."

55. In contrast with the May 6 press release and May 2015 presentation, none of Dicerna's issued patents or published patent applications mentions or discloses the use of GalNAc delivery technology.

56. On May 15, 2015, counsel for Dicerna sent a letter to counsel for Alnylam reporting on the results of an investigation conducted at Dicerna's request, in which Dicerna, through its counsel, acknowledged that four of the Former Merck Scientists were in possession of Sirna documents, including numerous confidential documents and some that contain GalNAc structures that were or are confidential.

57. Surprisingly, one of the two Former Merck Scientists whom Dicerna claims has no materials regarding his work at Sirna or Merck is the same Former Merck Scientist who was observed carrying out Sirna materials over the course of multiple days prior to his departure from Merck.

58. The May 2015 presentation and May 6 press release, combined with Dicerna's admission that certain Former Merck Scientists are still in possession of Sirna documents, have further heightened Alnylam's concerns that Dicerna has used and is unlawfully using Alnylam's confidential information and trade secrets – the same information and trade secrets that Dicerna

sought to acquire from Merck, both on its own and in an unsuccessful attempt to partner with Alnylam.

59. Specifically, Alnylam has reason to believe that Dicerna is utilizing some or all of Alnylam's proprietary and confidential information and trade secrets, including GalNAc conjugate delivery technology, including: specific conjugate structures, linker chemistry, positioning, valency, methods for enhanced stabilization, manufacturing processes, assays for evaluation, as well as chemical modifications, including backbone, nucleotide and sugar modifications, necessary to achieve, among other things, maximum potency and optimization in oligonucleotide conjugated molecules. Further, Alnylam has learned that Dicerna is currently in possession of additional proprietary RNAi delivery technologies developed at Sirna and owned by Alnylam.

FIRST CAUSE OF ACTION

(Misappropriation of Confidential Information and Trade Secrets – Common Law)

60. The allegations of the preceding paragraphs are incorporated by reference as if set forth fully herein.

61. As a result of the conduct described above, Dicerna has misappropriated Alnylam's confidential information and trade secrets, including, but not limited to, the confidential information and trade secrets appropriated by the Former Merck Scientists and other confidential information and trade secrets acquired by Alnylam pursuant to its acquisition of all the outstanding stock of Sirna.

62. That information is confidential, competitively sensitive, and owned by Alnylam. It has independent economic value by virtue of not being known to Alnylam's competitors, including Dicerna.

63. Alnylam takes, and at all relevant times has taken, reasonable steps to safeguard the secrecy of its confidential information and trade secrets, including, but not limited to, requiring employees to sign employment agreements, requiring its partners and vendors to sign non-disclosure agreements, password protecting its computer systems and employing numerous electronic data and physical security measures at all of its facilities.

64. Upon information and belief, Merck also took reasonable steps to safeguard the secrecy of its confidential information and trade secrets, including, but not limited to, requiring employees to sign confidentiality agreements and separation agreements, requiring its partners and vendors to sign non-disclosure agreements, insisting on the return or destruction of information shared under the CDA, password protecting its computer systems and employing numerous electronic data and physical security measures at its facilities.

65. Dicerna was made aware and knew that use or disclosure of Alnylam's confidential information and trade secrets was prohibited.

66. As described above, Dicerna, on information and belief, is using and disclosing Alnylam's confidential information and trade secrets for Dicerna's benefit. Alnylam has never consented to such use or disclosure.

67. As a result of Dicerna's misappropriation of Alnylam's confidential information and trade secrets, Alnylam has suffered and will continue to suffer harm, including actual loss.

SECOND CAUSE OF ACTION

(Misappropriation of Trade Secrets - M.G.L. Ch. 93, § 42 and 42A)

68. The allegations of the preceding paragraphs are incorporated by reference as if set forth fully herein.

69. Alnylam acquired from Merck information, tangible or intangible or electronically kept or stored, that constitutes, represents, evidences or records a secret scientific, technical, merchandising, production, or management information, design, process, procedure, formula, invention or improvement.

70. This information is used in Alnylam's business and it has independent economic value by virtue of not being known to Alnylam's competitors, including Dicerna.

71. Alnylam takes, and at all relevant times has taken, reasonable steps to preserve the secrecy of the information.

72. Upon information and belief, prior to Alnylam's acquisition of the information from Merck, Merck took all reasonable steps to preserve the secrecy of the information.

73. Dicerna and the Former Merck Scientists, on information and belief, stole, unlawfully took, carried away, concealed, copied, or otherwise used this information that now belongs to Alnylam, with the intent to convert that information to Dicerna's own use. This conduct was willful, knowing, and/or in bad faith.

74. Dicerna's conduct violates the Massachusetts Trade Secrets Act, M.G.L. ch. 93, §§ 42 and 42A.

75. As a result of Dicerna's conduct, Alnylam has suffered and will continue to suffer irreparable harm that cannot be adequately addressed at law. Unless injunctive relief is granted, Alnylam will be irreparably harmed in a manner not fully compensable by money damages.

THIRD CAUSE OF ACTION

(Breach of Contract)

76. The allegations of the preceding paragraphs are incorporated as though fully set forth herein.

77. The CDA is a valid and enforceable contract supported by valid consideration.

78. Pursuant to the terms of its CDA with Merck, Dicerna promised to maintain the secrecy of all confidential information disclosed to it by Merck and to use such confidential information only for the purpose of evaluating its interest in a potential arrangement with Merck for research, development and/or commercialization.

79. Dicerna's CDA with Merck was later assigned to Alnylam as part of its acquisition of the Sirna RNAi assets.

80. Merck fully performed its obligations under the CDA. Alnylam fully performed its obligations under the CDA.

81. Dicerna retained, disclosed, or has otherwise used Sirna confidential information that now belongs to Alnylam to advance Dicerna's own scientific and commercial interests.

82. As such, Dicerna has breached the terms of its CDA.

83. As a direct and proximate result of Dicerna's conduct, Alnylam has suffered harm, including actual loss.

FOURTH CAUSE OF ACTION

(Conversion of Alnylam Property)

84. The allegations of the preceding paragraphs are incorporated by reference as if set forth fully herein.

85. Through its wrongful conduct, Dicerna intentionally assumed and exercised ownership rights over Alnylam property.

86. This exercise of ownership rights was done without the authority of Alnylam.

87. Dicerna's unauthorized exercise and assumption of ownership rights over Alnylam property is to the exclusion of Alnylam's right in that property.

88. Dicerna converted Alnylam's property and thereby harmed Alnylam.

89. As a direct and proximate result of Dicerna's conduct, Alnylam has suffered harm, including actual loss.

FIFTH CAUSE OF ACTION

(Aiding and Abetting Misappropriation of Trade Secrets)

90. The allegations of the preceding paragraphs are incorporated by reference as if set forth fully herein.

91. On information and belief, Dicerna was aware of the misappropriation of Alnylam's confidential information and trade secrets that is described above, and it knowingly and actively participated in, substantially assisted, or endorsed the use by the Former Merck Scientists of that information in their efforts to develop for Dicerna competing technologies, including GalNAc delivery technology. On information and belief, Dicerna encouraged and promoted this activity with full knowledge of the Former Merck Scientists' legal obligations not to use or disclose the confidential scientific techniques and trade secrets acquired from Sirna by Alnylam, and Dicerna intended to assist and make use of the Former Merck Scientists' wrongful actions.

92. As a direct and proximate result of Dicerna's aiding and abetting the Former Merck Scientists' misappropriation, Alnylam has been injured and Dicerna has been and will continue to be unjustly enriched. The exact amounts of these damages and unjust enrichment are not presently ascertainable, and are in excess of the minimum jurisdiction of this Court.

SIXTH CAUSE OF ACTION

(Unjust Enrichment)

93. The allegations of the preceding paragraphs are incorporated by reference as if set forth fully herein.

94. As a result of the conduct described above, including Dicerna's misappropriation and use of Alnylam's confidential information and trade secrets, Dicerna received a benefit from Alnylam, including but not limited to, business opportunities, scientific advantages, research and development savings and shortcuts, and potential conjugate and other delivery technology and potential therapeutic compounds for which Dicerna has not paid and for which it was not entitled.

95. Dicerna has improperly, and without consent by Alnylam, retained this Alnylam property, as well as scientific and commercial benefits derived from such Alnylam property, to which it was not entitled.

96. Dicerna had, and has, no legitimate entitlement to this Alnylam property or the advances, opportunities and revenues derived from such Alnylam property.

97. On information and belief, Dicerna has continued to use the ill-gotten property and opportunities derived therefrom for its own benefit.

98. The taking and retention of this benefit is both inequitable and unjust.

99. As a direct and proximate result of Dicerna's unjust enrichment, Alnylam has suffered substantial injury, including but not limited to loss of commercial opportunities and revenues.

100. Dicerna's actions have been willful and outrageous and undertaken with reckless indifference to the rights of Alnylam.

SEVENTH CAUSE OF ACTION

(Violation of Mass. Gen. Laws c. 93A, §§ 2 and 11)

101. The allegations of the preceding paragraphs are incorporated by reference as if set forth fully herein.

102. Alnylam is a “person” and engages in “trade or commerce” within the meaning of Mass. Gen. Laws c. 93A, § 1.

103. Dicerna is a “person” and engages in “trade or commerce” within the meaning of M.G.L. c. 93A, § 1.

104. The conduct constituting violations of M.G.L. c. 93A occurred primarily and substantially in Massachusetts.

105. Dicerna’s activities as set forth above constitute willful and knowing violations of M.G.L. c. 93A, §§ 2 and 11.

106. As a result of Dicerna’s violations of M.G.L. c. 93A, §§ 2 and 11, Alnylam has suffered monetary damages and has suffered substantial and irreparable injury and is threatened with further substantial and irreparable harm, for which there is no adequate remedy at law to compensate.

JURY DEMAND

Alnylam demands a trial by jury as to all claims that may be tried to a jury.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff Alnylam Pharmaceuticals, Inc. respectfully requests that this Court enter judgment in its favor and grant permanent injunctive relief as follows:

A. Order that Dicerna be permanently enjoined from disclosing, using, or providing to any third party any of Alnylam’s confidential or trade secret information;

B. Order that Dicerna immediately return to Alnylam all originals and all copies, electronic or otherwise, of or containing any Alnylam confidential or trade secret information in Dicerna's possession, custody, or control;

C. Order Dicerna to provide an accounting for any technology or materials that involve or rely on any Alnylam confidential or trade secret information, and for any business obtained by Dicerna as a consequence of its unlawful actions;

D. Enter judgment in Alnylam's favor on each cause of action set forth above;

E. Award Alnylam monetary damages in an amount to be proven at trial, for the economic injury it has sustained as a consequence of Dicerna's actions;

F. Award Alnylam treble damages and attorneys' fees for Dicerna's violation of M.G.L. c. 93A;

G. Grant Alnylam prejudgment and post-judgment interest; and

H. Award any other remedy and/or relief that the Court deems just and equitable in the circumstances.

Dated: June 10, 2015

Respectfully submitted,

ALNYLAM PHARMACEUTICALS, INC.
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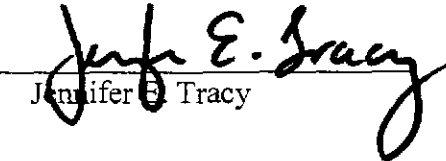
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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing document was served upon defendant, at its place of business, by hand delivery, on June 10, 2015.


Jennifer E. Tracy